

MR01

Particulars of a charge



Companies House

100277/23

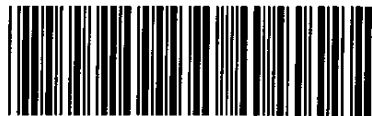


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A fee is payable with this form
Please see 'How to pay'

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT**
You may not use this form to
register a charge where
instrument. Use form M



A10
A7903JN4
07/07/2018 #119
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 00106294
Company name in full HSBC Trust Company (UK) Limited

For official use
→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 27/02/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name CBC Estate Management Limited
(company number: 06192969)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

Fieldfisher LLP

X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Emma Adams

Company name Fieldfisher LLP

Address Aspen House

Central Boulevard

Blythe Valley Park

Post town Solihull

County/Region West Midlands

Postcode B 9 0 8 A J

Country United Kingdom

DX

Telephone 0121 210 6133

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

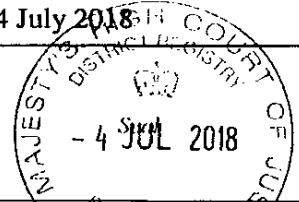
**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

General Form of Judgment or Order

In the High Court of Justice Chancery Division Birmingham District Registry	
Claim Number	E30BM168
Date	4 July 2018



CBC ESTATE MANAGEMENT LTD	1 st Claimant Ref SAS/EA/ B728791.70033
HSBC TRUST COMPANY (UK) LTD AS NOMINEE OF TESCO PENSION TRUST	1 st Defendant Ref

Before District Judge Ingram sitting at Birmingham District Registry, Civil Justice Centre, The Priory Courts, 33 Bull Street, Birmingham, B4 6DS.

UPON THE APPLICATION by CPR Part 8 Claim Form dated 10 May 2018 of the Claimant

AND UPON READING the CPR Part 8 Claim Form, the Witness Statement of Susan Ann Simpson dated 1 May 2018 and the Lease hereinafter mentioned

AND UPON the Claimant by the Solicitor undertaking that in the case of:

1. a resolution for the winding up of the Company becoming effective on or before the date which is 21 days from the date of this Order; or
2. a petition for the winding up of the Company or for the making of an administration Order being presented on or before the date which is 21 days from the date of this Order; or
3. the Company by its liquidator or administrator or any unsecured creditor of the Company shall within 56 days after the commencement of such voluntary winding up or the date of any such order (whichever shall be the latest) apply to this Court to discharge this Order

then the Claimant will submit to the jurisdiction of this Court and will abide by any Order that the Court may make (in case of the discharge of this present Order) for rectification of the Register of Charges of the Company kept by the Registrar of Companies by the removal therefrom of any registration affecting under this present Order.

AND THE COURT being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859(A)(4) of the above-mentioned Act a valid application to register the Estate Rentcharge hereinafter mentioned was due to inadvertence and that it is just and equitable to grant relief pursuant to Section 859F of the Act, **ORDERS** that the time for delivery to the Registrar of Companies for registration of the Estate Rentcharge contained in the Lease (as described in the Witness Statement of Susan Ann Simpson) dated 27 February 2017 and made between the Claimant of the one part and the Defendant of the other part (whereby the Defendant charged) to secure repayment of the sums 28 days from the date of this Order.

The court office at Birmingham District Registry, Civil Justice Centre, The Priory Courts, 33 Bull Street, Birmingham, B4 6DS. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0121 681 4441. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

Produced by: Miss A Roberts
CJR065C

UPON the parties agreeing terms

BY CONSENT IT IS ORDERED THAT

1. The Claimant does deliver an office copy of this Order to the Registrar of Companies;
2. This Order is without prejudice to the rights of any person acquired between the date of the creation of the Estate Rentcharge and the date of its actual registration.
3. The Company or any unsecured creditor of the Company be at liberty to apply to discharge this Order within 56 days after (1) the commencement of the voluntary winding up of the Company becoming effective on or before the date which is 28 days from the date of this Order, or (2) any Order made for the winding up of the Company or administration Order made on any petition presented on or before the date which is 28 days from the date of this Order.

Dated 22 June 2018

Dated

27 February 2017

- (1) A F Pemberton and Others
- (2) HSBC Trust Company (UK) Limited as nominee of Tesco Pension Trust
- (3) Cambridge Medipark Limited
- (4) CBC Estate Management Limited
- (5) Cambridge University Hospitals NHS Foundation Trust
- (6) CJ Pemberton and Others

COUNTERPART LEASE

relating to land at Cambridge Biomedical Campus known as Abcam Building Phase 2, Dame Mary Archer Way, Cambridge

We hereby certify this to be a
true copy of the original
Fieldfisher LLP

for and on behalf of

E. Adams
6 July 2018

Prescribed Clauses

LR.1 Date of lease

27 February 2017

LR2. Title Number(s)

LR2.1. Landlord's title number(s)
CB345398

LR2.2. Other title numbers

CB338760, CB353750, CB387420,
CB397797 , , CB345371 CB297147,
CB339376, CB84405, CB117692,
CB345456,CB241427,
CB401245,CB345503,CB378498, CB404605
and CB353226

LR3. Parties to this Lease

Landlord

Antony Francis Pemberton of Trumpington Hall, Trumpington, Cambridge CB2 2LH,
Edward Anthony Bromet of Brook Hall, Wighill, Tadcaster, North Yorkshire LS24 8BG, **William Robert Bartle Edwards** of Hardingham Hall, Norwich, Norfolk, NR9 4AE and **Richard Francis Antony Pemberton** of Cantelupe House, Cantelupe Road, Haslingfield, Cambridge CB23 1LY

Tenant

HSBC Trust Company (UK) Limited as nominee of Tesco Pension Trust (Company number 106294) whose registered office is at 8 Canada Square, London E14 5HQ

Other parties

CML

Cambridge Medipark Limited (Company Number 04620453) whose registered office is at Countryside House, The Drive,

Brentwood, Essex CM13 3AT ("CML")

Grantors

Antony Francis Pemberton of Trumpington Hall, Trumpington, Cambridge, CB2 2LH, and

The Executors of Sir Francis Wingate William Pemberton (deceased) being **Antony Francis Pemberton** of Trumpington Hall, Trumpington, Cambridge CB2 2LH and **Timothy James Lawson** of Bourn Lodge, Bourn, Cambridge CB23 2SX

and

Charles Jeremy Pemberton of Top Farm House, Thorpe Tilney, Lincoln LN4 3SL and **Jeremy Wingate Pemberton** of Enterprise House, Maris Lane, Trumpington, Cambridge CB2 9LE and **Richard Francis Antony Pemberton** of Cantelupe House, Cantelupe Road, Haslingfield, Cambridge CB23 1LY

and

Cambridge University Hospitals NHS Foundation Trust of Addenbrooke's Hospital, Hills Road, Cambridge, CB2 0QQ ("CUHFT")

and

CML

Management Company

CBC Estate Management Limited (Company Number 6192969) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT

CUHFT

Cambridge University Hospitals NHS

Foundation Trust of Addenbrooke's Hospital, Hills Road, Cambridge, CB2 0QQ

Pemberton Landowners

Antony Francis Pemberton of Trumpington Hall, Trumpington, Cambridge, CB2 2LH, **Edward Anthony Bromet** of Brook Hall, Wighill, Tadcaster, North Yorkshire, LS24 8BG **William Robert Bartle Edwards** of Hardingham Hall, Norwich, Norfolk NR9 4AE and **Richard Francis Antony Pemberton** of Cantelupe House, Cantelupe Road, Haslingfield, Cambridge CB23 1LY; and

The Executors of Sir Francis Wingate **William Pemberton** (deceased) being **Antony Francis Pemberton** of Trumpington Hall, Trumpington, Cambridge CB2 2LH and **Timothy James Lawson** of Bourn Lodge, Bourn, Cambridge CB23 2SX ; and

Antony Francis Pemberton of Trumpington Hall, Trumpington, Cambridge, CB2 2LH; and

Charles Jeremy Pemberton of Top Farm House, Thorpe Tilney, Lincoln LN4 3SL and **Jeremy Wingate Pemberton** of Enterprise House, Maris Lane, Trumpington, Cambridge CB2 9LE and **Richard Francis Antony Pemberton** of Cantelupe House, Cantelupe Road, Haslingfield, Cambridge CB23 1LY; and

Jeremy Wingate Pemberton of Enterprise House, Maris Lane, Trumpington, Cambridge CB2 9LE

LR4. Property

Please see Part 1 of Schedule 1 to the Lease

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

LR5. Prescribed statements

LR5.1 Statements prescribed under Rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

LR5.2 This Lease is made under, or by reference to, provisions of:

None

LR6. Term for which the Property is leased

A term of 170 years less 10 days from and including 1 January 2008

LR7. Premium

Six million pounds (£6,000,000) exclusive of VAT

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition

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 covenants to (or offer to) surrender this Lease

Please see Schedule 4 paragraph 8.1

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

Please see Schedule 4 paragraph 8.1

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

Please see Part 1 of Schedule 3 to this Lease

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

Please see Part 2 of Schedule 3 of this Lease

LR12. Estate Rent charge burdening the Property Please see clause 6.

LR13. Application for standard form of restriction CBC Estate Management Limited applies for a registration of the following restriction against the Title Number allocated to this Lease.

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1.2 of the Lease have been complied with or that they do not apply to the disposition"

LR14. Declaration of trust where there is more than one person comprising the Tenant Not Applicable

This Lease is made on

27 February

2017

Between:

- (1) **"Landlord"**: the person or persons named as such in Prescribed Clause LR3
- (2) **"The Grantors"**: the persons named as such in Prescribed Clause LR3
- (3) **"Tenant"**: the person named as such in Prescribed Clause LR3
- (4) **"CML"**: the other party designated as such in Prescribed Clause LR3
- (5) **"Management Company"**: the company designated as such in Prescribed Clause LR3
- (6) **"CUHFT"**: the hospital trust designated as such in Prescribed Clause LR3
- (7) **"Pemberton Landowners"** the parties identified as such in Prescribed Clauses LR3

Now this lease witnesses as follows:

1. Interpretations

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

"Adjoining Land"	the land shown edged yellow on Plan 1 together with the land comprised in Title Numbers CB353226, CB241427 and CB345503 and shown edged in blue on Plan 6
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"Amenity Areas"	those areas of open space (including water features) and the planted/landscaped areas within the Medipark now laid out or which are laid out within the Term but excluding any such spaces and/or areas which are included or intended to be included in any lease to an occupier
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"Appropriate Service"	in relation to any particular Service Channel the service appropriate to that channel
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"Authorised Person"	anyone deriving title from the Tenant or (as applicable in Part 2 of Schedule 3) the Landlord and anyone exercising the Rights or the rights hereby reserved with the express or implied authority of the Tenant or (as
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	applicable) the Landlord or of such person so deriving title
"Committed to Development"	means land in respect of which <ul style="list-style-type: none"> (i) detailed planning permission has been granted; and (ii) the land in question has been acquired by developers (including CML) for development or has been sold to a third party for its own development or has been developed directly by the Pemberton Landowners; and (iii) excludes land transferred freehold to CUHFT
"CUHFT Access Land"	the land shown cross hatched blue on Plan 4 forming part of the CUHFT Site.
"CUHFT Site"	the site of Addenbrooke's Hospital being the freehold land shown in part edged blue on Plan 4 including without limitation the land registered at the Land Registry with Title Numbers CB297147, CB84405, CB117692 and CB339376 as at the date of this Lease
"CUHFT"	includes successors in title to all or part of the CUHFT Site the CUHFT Access Land and the Hospital Extension Land
"Cycle Shelter"	means the offsite cycle shelter(s) adjacent to the west boundary of the Premises and shown hatched brown on Plan 2
"Deed of Covenant"	a deed of covenant in the form annexed as Schedule 8.
"Development Land"	the land shown edged green on Plan 3 (but excluding the 2 areas shown hatched black on Plan 3)
"Drainage Works"	all ditches channels tunnels sewers drains boreholes pipes equipment for the provision

of drainage storage attenuation or treatment of foul matter and surface water including (without prejudice the generality of the foregoing) any sewage works pumping station storage chamber swale balancing pond culvert headwall manhole soakaway or other installation and works ancillary thereto or connected therewith

"Enactments"

all present and future Acts of Parliament and other legislation as mentioned in clause 1.4 (including but not limited to the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Disability Discrimination Act 1995 and the Planning Acts)

"Estate Rentcharge"

- i. the Rentcharge Proportion of the Interim Rentcharge Costs and of the Rentcharge Adjustment ascertained in accordance with Schedule 7 Part 3; and
- ii. the Phase 2 Proportion of the Phase 2 Interim Costs and of the Phase 2 Adjustment also ascertained in accordance with Schedule 7 Part 3

together with Value Added Tax thereon at the rate applicable from time to time

"Estate Roads"

the roads shown coloured dark brown on Plan 3 being Francis Crick Avenue, Dame Mary Archer Way and (when constructed) Papworth access road

"Group Company"

any company from time to time which is a subsidiary or a holding company of the Tenant or any subsidiary from time to time of a holding company of the Tenant in each case within the meaning of section 1159 of

	the Companies Act 2006 (as amended)
"Grantors"	includes the successors in title of each Grantor to his/its respective servient tenement as identified in Schedule 2
"Gross Area"	gross external floor space excluding areas for plant (areas for plant includes areas for plant <i>within passive void areas between usable floor levels</i>) and car parking structures
"Hobson's Conduit"	means the brook (or stream) otherwise known as Hobson's Brook shown light blue on the Plan annexed to the Hobson's Deed
"Hobson's Deed"	the deed of even date with this Lease made between (1) the Trustees of Hobson's Conduit Trust (2) and the Landlord
"Hospital Extension Land"	such part of the Development Land as is from time to time intended for transfer or transferred freehold to CUHFT with vacant possession and including without limitation the land registered at the Land Registry with Title Numbers CB378498 and CB404605
"Hospital Uses"	Uses wholly or mainly for clinical (C2 and/or D1) purposes and/or clinical patient use
"Infrastructure Leases"	<p>The following:</p> <p>Two leases of parts of Francis Crick Avenue the first dated 29 July 2008 and between (1) AF Pemberton (2) AF Pemberton and others (3) Cambridge Medipark Limited (4) AF Pemberton and others (5) Cambridge University Hospitals NHS Foundation Trust (registered at the Land Registry under title number CB338760) and the second dated 9 March 2010 and made between (1) AF Pemberton (2) AF Pemberton and others (3) Cambridge Medipark Limited (4) AF Pemberton and others (5) Cambridge University Hospitals NHS Foundation Trust</p>

(registered at the Land Registry under title CB353750)

A lease of Dame Mary Archer Way dated 29 November 2013 and made between (1) AF Pemberton PRW Pemberton EA Bromet WRB Edwards and AF Pemberton and TJ Lawson (2) Cambridge Medipark Limited (3) AF Pemberton and others and Cambridge University Hospitals NHS Foundation Trust (registered at the Land Registry under title number CB397420); and

A lease of the Papworth Access Road dated 22 December 2014 (1) AF Pemberton PRW Pemberton EA Bromet WRB Edwards and AF Pemberton and TJ Lawson (2) Cambridge Medipark Limited (3) AF Pemberton and others and Cambridge University Hospitals NHS Foundation Trust (registered at the Land Registry under title number CB397797);

A lease of the Circus and Piazza dated 30 March 2015 and made between AF Pemberton and AF Pemberton PRW Pemberton EA Bromet WRB Edwards and AF Pemberton and TJ Lawson (2) Cambridge Medipark Limited (3) AF Pemberton and others and Cambridge University Hospitals NHS Foundation Trust (registered at the Land Registry under title number CB401245);

A lease of the Phase 2 Access Road and other land dated and made between AF Pemberton and AF Pemberton PRW Pemberton EA Bromet WRB Edwards and AF Pemberton and TJ Lawson (2) Cambridge Medipark Limited (3) AF Pemberton and others and Cambridge University Hospitals NHS Foundation Trust

“Interest Rate”

the rate two per cent in excess of the Official Bank Rate or other similar substituted rate

	from time to time of the Bank of England or in the absence of such rate such other equivalent rate of interest as the Landlord (acting reasonably) may from time to time in writing specify
"Interim Rentcharge Costs"	a sum equal to the estimate referred to in Schedule 7 Part 3 paragraph 1
"Landlord"	includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term
"Landscaped Plot"	The piece of land adjoining the Premises shown cross hatched green on Plan 3
"Management Company"	CBC Estate Management Limited (Company Number 6192969) and includes the person for the time being entitled to the Estate Rentcharge
"Medipark"	the Premises plus such part of the Development Land (including land for the provision of roads and other infrastructure) as may from time to time be developed for Medipark Uses together with the land comprised in Title Number CB337731 (but specifically excluding any land which is transferred freehold to CUHFT with vacant possession)
"Medipark Uses"	<p>use by occupiers who:</p> <ul style="list-style-type: none"> (i) focus on research and development within the biomedical biotechnological pharmaceutical medical or related science sectors; or (ii) have a close working relationship with CUHFT, Cambridge University Medical School or one of the other research Institutes on the Medipark or the CUHFT Site; or

(iii) who will otherwise help the sub region develop further as a leader in the pharmaceutical biotechnological and biomedical sectors; or

(iv) operate a private hospital

"NRIL Deed"

a deed dated 31 March 2009 made between (1) Network Rail Infrastructure Limited (2) Cambridgeshire County Council (3) AF Pemberton PRW Pemberton WRB Edwards and EA Bromet (4) AF Pemberton (5) Sir Francis WW Pemberton (6) CML relating to the grant of a bridge easement and the making of certain payments in relation to land comprised in the Medipark as varied by two deeds of variation respectively dated 17 December 2012 and 5 December 2013

"Pemberton Landowners"

Includes the respective successors in title of each of the Pemberton Landowners to the relevant part of the Development Land or the Adjoining Land

"Plan 1"

the drawing numbered A(0-)201 issue no P16 dated 20.09.2016 prepared by nbbj annexed hereto

"Plan 2"

the drawing numbered A(0-)202 issue no P19 dated 06.09.2016 prepared by nbbj annexed hereto

"Plan 3"

the drawing numbered A(0-)204 issue no P19 dated 03.10.2016 prepared by nbbj annexed hereto

"Plan 4"

the drawing numbered D.2419e dated 21.10.2016 prepared by Bidwells annexed hereto

"Plan 5"

450716-PEP-DO-XXDL-D-1800
the drawing numbered ~~16.470 MDL GSD-01~~
issue no ~~P2~~ dated ~~22.07.2016~~ prepared by
~~PDI Utilities together with the supplementary~~
~~plan entitled "Private Drainage Layout"~~
~~drawing numbered 450716 D 1200 D2 Issue~~
~~no P02 dated 11.08.2016~~ prepared by PEP
Civil & Structures Ltd annexed hereto

"Plan 6"

The drawing numbered B8846 dated
30.06.2008 prepared by Bidwells annexed
hereto

"Planning Acts"

the Town and Country Planning Act 1990 and
the Planning (Listed Buildings and
Conservation Areas) Act 1990

"Planning Authority"

The local planning authority and/or the
highway authority (as applicable to the
context) for the time being for the area in
which the Development Land is situated

"Phase 2"

The part of the Medipark shown edged blue
on Plan 1 (but excluding any part thereof
constituting Hospital Extension Land)

"Phase 2 Amenities"

The Phase 2 Access Road and other roads
footpaths and car parking areas/structures
and the landscaped areas (including but not
limited to the Landscaped Plots) from time to
time constructed on and serving owners and
occupiers of Phase 2

"Phase 2 Access Road"

The road shown coloured light brown on Plan
3

"Phase 2 Adjustment"

The amount (if any) by which the Phase 2
Interim Costs exceed or fall short of the
actual expenditure incurred in the
Rentcharge Year in respect of the Phase 2
Costs

"Phase 2 Costs"

The costs and expenses properly incurred by
CML or the Management Company and listed

in Schedule 7 Part 2 Section B

"Phase 2 Interim Costs"

A sum equal to the estimate referred to in Schedule 7 Part 3 Paragraph 1

"Phase 2 Permission"

Outline planning permission for the development of Phase 2 pursuant to application number 16/0176/OUT and any renewal thereof and any permission granted pursuant to section 73 of the Town and County Planning Act 1990 to carry out development without complying with one or more conditions contained in the said permission reference 16/0176/OUT and also any subsequent permission in respect of Phase 2 as a whole for Medipark Uses and for Hospital Uses

"Phase 2 Planning Agreement"

Such agreement as shall be entered into in accordance with section 106 of the Town and Country Planning Act 1990 (as amended) to secure planning obligations relating to the Phase 2 Permission and any variation to such agreement

"Phase 2 Proportion"

The proportion which the Gross Area of the Premises bears to the aggregate Gross Area of the buildings from time to time constructed or Committed to Development within Phase 2 Commercial

and provided that the Gross Area of buildings on the Premises and Phase 2 from time to time shall be deemed increased or decreased by reference to buildings constructed or demolished from time to time but so that the Gross Area of buildings on the Premises shall be deemed never to be less than 11,495 square metres of Gross Area) and the Gross Area of buildings on each other part of Phase 2 shall be deemed never to be less than such Gross Area first developed on that part

"Planning Obligation"

the Agreement under Section 106 of the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) dated 21 November 2016 and made between Cambridge City Council (1) Cambridgeshire County Council (2) Antony Francis Pemberton and others (3) and Cambridge Medipark Limited (4)

"Planning Permission"

Planning Permission dated 22 November 2016 reference 16/0165/FUL and any renewal thereof and any permission granted pursuant to section 73 of the Town and Country Planning Act 1990 to carry out development without complying with one or more conditions contained in the said permission reference 16/0165/FUL and also any subsequent permission for uses consistent with Schedule 4 or granted in writing pursuant to the Planning Acts other than the Phase 2 Permission

"Premises"

the property as described in Part 1 of Schedule 1

"Price"

Six Million pounds (£6,000,000 exclusive of VAT

"Relevant Authority"

any one or more statutory bodies government departments or public local or other authorities bodies or undertakers having jurisdiction in relation to any service utility or statutory control including without prejudice to the generality of the foregoing the Secretary of State for the Environment the local highway authority, the planning authorities, the building inspectorate of the local authority, the water and drainage companies and the electricity and gas suppliers, the post office telecommunications suppliers providers of public transport services and any other authority or body to whom the powers of any such authority or

body are delegated

"Rentcharge Adjustment"

the amount (if any) by which the Interim Rentcharge Costs shall have exceeded or fallen short of the actual expenditure incurred in the Rentcharge Year in respect of the Service Costs after crediting the amount of all other estate rentcharges in respect of other parts of the Medipark and contributions from CUHFT and from any other third party using or having the right to use any of the Service Channels or Estate Roads or other Amenity Areas received by the Management Company in the relevant Rentcharge Year

"Rentcharge Commencement Date" the date of this Lease

"Rentcharge Proportion"

subject to Schedule 7 Part 3 Paragraph 4.4 the proportion which the Gross Area of buildings on the Premises authorised pursuant to the Planning Permission (subject as provided below) bears to the aggregate Gross Area of proposed buildings from time to time Committed to Development within the Medipark and provided that the Gross Area of buildings on the Premises and the Medipark from time to time shall be deemed increased or decreased by reference to buildings constructed or demolished from time to time but so that the Gross Area of buildings on the Premises shall be deemed never to be less than 11,495 square metres of Gross Area) and the Gross Area of buildings on each other part of the Medipark shall be deemed never to be less than such Gross Area external area first developed on that part

"Rentcharge Year"

each calendar year

"RICS"

Royal Institution of Chartered Surveyors

"Rights"

the rights set out in Part 1 of Schedule 3

"Service Channels"

shall include but not be limited to:

(i) cables pipes wires poles towers conduits or apparatus for electricity supply including electricity substations (other than any which are dedicated to any particular uses or particular part of the Medipark) and for telephone, telecommunications data and other appropriate communications provision

(ii) gas pipes or other gas installations including gas governor sites

(iii) Drainage Works

(iv) water mains water courses water storage tanks pipes or apparatus

(v) other pipes wires conduits or installations for any services and utilities

and all matters or works ancillary thereto or required in connection with the supply of the services mentioned

Provided That any new Service Channels within the Medipark shall be within the Services Strip unless otherwise agreed by CML and the Landlord in their respective discretions

"Service Costs"

the costs and expenses properly incurred by CML or by the Management Company and listed in Schedule 7 Part 2 Section A and Section B

"Services Strip"

the services strip (if any) within or adjacent to the Estate Roads and other land the subject of an Infrastructure Lease (but not any part thereof upon which it is intended to construct a multi storey car park) *nor any part of the Hospital Extension Land*

"South Ditch"	The ditch identified as such in the Hobson's Deed
"Tenant"	includes the Tenant's successors in title and assigns and shall include personal representatives
"Term"	the total period of demise hereby granted together with the period of any lawful holding over or any extension or continuance thereof whether by statute or common law where the context so admits
"Term Commencement Date"	1 st January 2008
"Travel Plan"	any travel plan adopted from time to time pursuant to the Planning Obligation or to any subsequent planning permission or planning obligation and being in relation to Cambridge Biomedical Campus (for this purpose consisting of the Medipark and the Hospital Extension Land) or in relation to the Addenbrooke's campus (inclusive of the Hospital Extension Land) and the Medipark
"Value Added Tax"	includes any tax charged in substitution of it
"Working Days"	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England

- 1.2 Words importing the one gender include any other gender and include any body of persons corporate or unincorporate words importing the singular number only include the plural number and vice versa and the word "person" shall include any body of persons corporate or unincorporate and all covenants by any party hereto shall be deemed to be joint and several covenants where that party is more than one person.
- 1.3 Any covenant by the Tenant not to do or not to omit to do an act or thing shall be deemed to include an obligation not to permit and to use reasonable endeavours not to suffer such act or thing to be done or omitted by an underlessee or occupier of the Premises.
- 1.4 Reference to any statute includes any statutory extension or amendment or modification or re-enactment of such statute and any future legislation of a like nature whether under an Act of Parliament or under some other legislation for the time being

enforceable or having direct application in England and any regulations or order licence consent or approval made under the same or deriving effect therefrom.

- 1.5 Each relevant Pemberton Landowner is a party to this Lease as a Grantor where appropriate in his individual capacity and/or jointly with one or more of the Pemberton Landowners as trustees according to the title to the relevant servient land.
- 1.6 For the purposes of this lease an obligation not to permit or allow development of the Hospital Extension Land shall not oblige CUHFT or any other party to this Lease to commence or defend legal proceedings against any third party with whom it has no contractual nexus.
- 1.7 If and whenever the Tenant affords to the Landlord, or to any other party to this Lease, an indemnity under this Lease, the Landlord and/or other relevant party shall not pay, settle or compromise any actions, suits, claims or demands for the recovery of such loss, claim or other liability
- 1.7.1 until the Landlord or other party shall have given written notice thereof to the Tenant with copies of all correspondence received; and
- 1.7.2 if within 20 Working Days after service of such notice the Tenant shall notify the Landlord or other relevant party that it wishes to assume conduct and control of such action, suit, claim, or demand at its own expense (but in the name of the Landlord)

2 The Demise

£2,041,689.60

In consideration of the Price plus Value Added Tax now paid by the Tenant at the direction of CML as to ~~£1,958,580~~ ^{Two and forty one thousand six hundred and eighty nine} (One million nine hundred and fifty eight thousand five hundred and eighty nine pounds) ^{60 pence} to the Landlord and ~~£6,241,420~~ ^{£5,158,310.48} (five million two hundred and forty one thousand four hundred and twenty pounds) ^{48 pence} now paid by the Tenant to CML (receipt of which is acknowledged by the Landlord and CML respectively) the Landlord at the direction of CML with limited title guarantee HEREBY DEMISES to the Tenant the Premises and the Landlord and the Grantors (according to the Grantor's respective ownerships and interests as set out in Schedule 2) with limited title guarantee (save for CML which grants with full title guarantee) HEREBY GRANT to the Tenant for the benefit of the Premises (in common with the Landlord its tenants and assigns the Grantors and all other persons from time to time having the like rights) the Rights EXCEPT AND RESERVING unto the Landlord and their respective successors in title assigns and tenants and all Authorised Persons the interests rights reservations and exceptions more particularly set out in Part 2 of Schedule 3 (which as appropriate the Tenant hereby also grants to the Grantors and to the Pemberton Landowners) TO HOLD the Premises and the Rights unto the Tenant subject to and with the benefit of the matters set out in Part 2 of Schedule 1 (so far as the same are still subsisting and affect the Premises and the Tenant and are capable of taking effect) for a term of 170

years (less 10 days) commencing on the 1 January 2008 but determinable nevertheless as hereinafter provided YIELDING AND PAYING the Landlord during the Term by way of rent yearly the rent of one peppercorn (if demanded).

3 B. Tenant's Covenants

3 B.1 The Tenant hereby covenants with the Landlord and as a separate covenant to the extent applicable with each of the Pemberton Landowners and CML (as developer of the Medipark and as a Grantor) and the Management Company that the Tenant will at all times during the Term duly observe and perform all the covenants and provisions on the Tenant's part set out in Schedules 4 and 5 and the provisions and conditions contained in this Lease.

3 B.2 The Tenant covenants with CUHFT that it will at all times during the Term observe and perform the covenants contained in paragraphs 1, 2.2, 3, 4, 5, 6, 7.1, 10.1, 10.3, 11, 12, 13.3, 13.4 and 14 of Schedule 4.

4 A. Landlord's, Grantor's And CML's Covenants

4 A.1 The Landlord hereby covenants with the Tenant that it will at all times during the Term duly observe and perform the covenants on its part set out in paragraphs 1, 2, 3 and 4 of Schedule 6

4 A.2 CML covenants with the Tenant that it will so far as it is reasonably practicable procure (and the relevant Pemberton Landowners covenant with the Tenant that if CML shall cease to be developer of the Medipark then thereafter the relevant Pemberton Landowners will so far as it is reasonably practicable procure) that long leases granted in respect of land within the Medipark (other than land for the provision of roads and other infrastructure) adopt a management structure in respect of common services and amenities consistent with the estate rentcharge arrangements contained in this Lease and include without limitation obligations in substantially similar terms to Clause 6 and Schedule 7 of this Lease.

4 A.3 CUHFT hereby covenants with the Tenant that they will at all times during the Term duly observe and perform the covenants set out in paragraphs 2, 3 and 6 of Schedule 6.

4 A.4 CML hereby covenants with the Tenant that it will at all times during the Term duly observe and perform the covenants set out in paragraph 2, 3, 5 and 7 of Schedule 6.

5 A. Proviso Agreement And Declaration

PROVIDED ALWAYS and it is hereby agreed as follows:

5 A.1 As to warranties

The Tenant hereby acknowledges and admits that the Landlord and the Grantors have not given or made any representation or warranty that the use of the Premises herein authorised is or will remain a permitted use under the Planning Acts.

§ 4.2 As to arbitration

If any dispute or difference shall arise between the parties hereto or any of them as to the proportion payable under paragraph 2.2 of Schedule 4 such dispute or difference shall be referred to a single arbitrator to be agreed upon by the parties hereto or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any party in accordance with and subject to the provisions of the Arbitration Act 1996.

§ 4.3 As to Landlord's obligations:

§ 4.3.1 Nothing herein contained shall render the Landlord liable (whether by operation of law or otherwise howsoever) for the doing of any act or thing which the Landlord has not expressly covenanted to carry out provide or do in Schedule 6.

§ 4.3.2 The Landlord (here meaning AF Pemberton, EA Bromet, WRB Edwards and RFA Pemberton) shall not be liable for any breach of the Landlord's covenants herein contained which shall occur at any time when the said AF Pemberton, EA Bromet, WRB Edwards and RFA Pemberton is not the reversioner expectant upon the expiry of the Lease

§ 4.4 As to Rights of Light and Air

Neither the Tenant nor the Landlord nor CML nor (as applicable) the Grantors or Pemberton Landowners shall be or become entitled to any right of light or air or other easement which would in any way restrict or interfere with the free use by the other of them of the Development Land Medipark, the Hospital Extension Land and/or the CUHFT Site and/or the Adjoining Land or the Premises respectively for building or other similar purpose.

§ 4.5 As to CUHFT

Notwithstanding any other provision in this Lease CUHFT shall not be bound by any provision in this Lease to the extent that it would constitute

4.5.1 an unlawful fetter on any statutory power of CUHFT or on the exercise of any statutory discretion of CUHFT

5 4.5.2 a breach of any statutory duty or obligation on the part of CUHFT in the performance of its functions as a National Health Service Foundation Trust or a successor organisation providing hospital and healthcare services on the CUHFT Site or the Development Land.

5 4.6 The liability of any person or persons entering this Lease in their capacity as trustee shall be limited to the extent of the assets of the trust for the time being. The Landlord enters into this Lease in their capacity as trustees of the RFA Pemberton 1995 Settlement

5 4.7 As to Restrictive Covenants and Section 62

For the avoidance of doubt the parties agree and declare that there is excluded from the demise of the Premises the benefit of any restrictive covenants benefiting the Premises or any part of them and to the extent (and without prejudice to any express exclusion elsewhere in this Lease) that the benefit might be included within the demise by virtue of Section 62 of the Law of Property Act 1925 that section shall not apply to the demise and the Tenant covenants not to purport to enforce any such restrictive covenants and at the request of the Landlord to join in any deed reasonably required to release the benefit of any such restrictive covenants

6 5. Estate Rentcharge

6 5.1 The Tenant **HEREBY COVENANTS** with CML and as a separate covenant with the Management Company:

6 5.1.1 to pay to the Management Company the Estate Rentcharge hereinafter granted at the time and in the manner herein specified

6 5.1.2 on every transfer of the Premises or upon the devolution of the legal estate therein howsoever arising (but for the avoidance of doubt not including the grant of any underlease for 25 years or less) to procure the execution by the transferee or other recipient of the legal estate of a deed of covenant in the form of the Deed of Covenant and to deliver the same to the Management Company or its solicitors within one month of the transfer or devolution (as the case may be).

6 5.2 Grant of rentcharge

In consideration of the covenants on the part of the Management Company hereinafter contained the Tenant **HEREBY GRANTS** to the Management Company the Estate Rentcharge payable as to the Rentcharge Proportion of the Interim Rentcharge Costs and the Phase 2 Proportion of the Phase 2 Interim Costs by equal instalments on 1 January, 1 April, 1 July and 1 October in each year and as to the Rentcharge Proportion of the Rentcharge Adjustment and the Phase 2 Proportion of

the Phase 2 Adjustment in accordance with Schedule 7 Part 3 such Estate Rentcharge to be charged upon and issuing out of the land hereby demised for the duration of the Term.

6 5.3 Management Company's covenants

The Management Company **HEREBY COVENANTS** with the Tenant that the Management Company will subject to the due performance by the Tenant of its obligation to pay the Estate Rentcharge in the manner herein provided perform the services listed in Schedule 7 Part 1 and carry out the obligations on the part of the Management Company set out in Schedule 7 Part 3 in accordance with the principles of good estate management and after consideration of the guidance and codes of practice published by the RICS or similar bodies from time to time.

6 5.4 Powers of the management company

It is hereby agreed between the parties that the Management Company shall have the following powers to invest the Estate Rentcharge:

6 5.4.1 The Management Company shall have power in its discretion to invest all sums paid to it as hereinbefore provided and as provided by the like provisions contained in the leases of other properties on the Medipark on deposit or loans at a Bank or Building Society or with a local authority at interest or invest in the purchase of fixed interest Government Securities of the United Kingdom or the Government of Northern Ireland having a final redemption date not later than five years after the date of acquisition such sums representing the reserve created pursuant to Schedule 7 Part 2 paragraph 7 and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in that clause or to meet any temporary deficiency in the monies available to meet the expenditure referred to in Schedule 7 Part 2.

6 5.4.2 The Management Company shall have the power in its discretion to:

(i) place or invest such sums only or any part thereof jointly with other funds on a single account or holding

(ii) place such sums or investments in the name of a nominee

(iii) exercise the same powers of investment in respect of rentcharge monies which are intended for current expenditure and do not represent reserves.

- 5.4.3 The Management Company shall hold any reserve sinking fund or similar funds upon trust during the Term to apply them (including interest) for the purposes for which it was collected and subject to that upon trust for the persons who immediately prior to expiry of the Term are contributing to it in shares equal to the proportions in which they contribute.

6 5.5 Recovery of third party contributions

The Management Company shall use all reasonable endeavours to recover the costs and expenses referred to in Schedule 7 Part 1 paragraph 11 and the credits in the definition of Rentcharge Adjustment from any such defaulting occupier.

7 6. Service of Notices

- 7 6.1 Section 196 of the Law of Property Act 1925 applies to any notice served under or pursuant to this Lease.

- 7 6.2 Whilst the Tenant is HSBC Trust Company (UK) Limited as nominee of Tesco Pension Trust, a copy of any notice served on the Tenant must in addition be served at the same time and by the same mode at the following address: Tesco Pension Trustees Limited, 125 Finsbury Pavement, London EC2 1NQ marked for the attention of Jenny Buck, or such other address or person as the Tenant may notify in writing to the Landlord from time to time.

- 7 6.3 Any notice served under this Lease may be served by the relevant party's solicitors.

8 7. Headings

The headings in this Lease (including the Schedules) are inserted for convenience of reference only and shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights of the parties hereto.

9 8. Execution

This instrument

- 9 8.1 is executed as a deed
- 9 8.2 is delivered when it was dated
- 9 8.3 is a new lease for the purposes of the Landlord and Tenant (Covenants) Act 1995
- 9 8.4 is executed in separate parts each of the executed counterparts shall constitute a duplicate original, but all the counterparts shall together constitute the one deed and no counterpart shall be effective until each party has executed and delivered at least one counterpart

Schedule 1

PART 1

The Premises

The land at Trumpington, Cambridge shown edged red on Plan 1 and being more particularly designed with co-ordinates on Plan 2 and including:

- (i) all buildings structures erections fixtures and fittings (other than tenant's or trade fixtures and fittings) on such land from time to time; and
- (ii) all alterations and improvements carried out during the Term; and
- (iii) all Service Channels within and exclusively serving such Premises.

PART 2

Encumbrances

Details of Encumbrance

The Planning Obligation

Hobson's Deed

Any matters affecting the Premises contained or referred to in the Landlord's Title Numbers or any of them as at the date of this Lease but excluding (without limitation) the NRIL Deed.

See later

¹ ~~To be added — any items which at completion remain to be registered at the Land Registry. These need to be provided before exchange. Of course but there is no point in doing it prematurely and then perhaps having to redo it~~

Schedule 2

The Grantors

Name	Landholding (freehold unless stated)	Relevant Paragraph of Schedule 3
CUHFT	CUHFT Site (including the CUHFT Access Land)	Part 1 paragraph 1.2, 2, 3, 4
Charles Jeremy Pemberton, Jeremy Wingate Pemberton and Richard Francis Antony Pemberton	The part of the Land shown edged blue on Plan 6 which is registered at the Land Registry under title number CB241427 but excluding any area which at the date of this lease is within the demise of an occupational tenant	Part 1 paragraph 3.4
Antony Francis Pemberton	The part of the Land as shown coloured yellow on Plan 4 which is registered under title number CB345456	Part 1 paragraphs 1.1, 2.1 and 3.1
Antony Francis Pemberton, Richard Francis Antony Pemberton, William Robert Bartle Edwards and Edward Anthony Bromet	The part of the land shown coloured pink on Plan 4 which is registered at the Land registry under Title Number CB345398 but excluding any Hospital Extension Land which is transferred freehold to CUHFT and any area which is within the demise of an occupational tenant	Part 1 paragraph 1.3, , 2.4 and 3.1
Executors of Sir Francis Wingate William Pemberton (deceased) being Antony Francis Pemberton and Timothy James Lawson	The part of the Land shown coloured blue on Plan 4 which is registered under title number CB345371 but excluding any Hospital Extension Land which is transferred freehold to CUHFT and any area which	Part 1 paragraph 1.1

Revised

CB445398	Dealing 18.06.2015	
E203TKN	Deed of Release of Gas Easement	
2042LN	Dealing 31.07.2015	
	Deed variation dated 9 December 2014	
MB62CTD	Transfer of Part 07.08.2015	
(New Title CB440405)		
Dealing 24.01.2017		
E573HWN	Energy Centre application	
	(Bills dealing relating to new title CB440405)	
	Application to register Deed of Release re water Easement dated 16 January 2017	
FX321NN	Dealing 28.08.2015	
	Gas easement variation dated 14/08/2015	
U9028QN	Dealing 23.10.2015	
	Updating Edward Bromel address	
L394FYN	Dealing 30.06.2016	
	Application to amend Land Registry restriction re Deed dated 21/213	
MB6602F	Dealing 26.10.2016	
	Registration Change of Trustee: Peter Pemberton to Richard Pemberton	
Y9745GP	Dealing 14.12.2016	
	Remove unilateral notice dated 16.06.2009 in favour of CUH from part title	
2028CHP	Dealing 24.01.2017	
	Application to register Deed of Release re water Easement dated 16 January 2017	
CB353780		
X473HWN	Dealing 07.08.2015	
	Energy Centre application	
CB333780		
E573HWN	Dealing 07.08.2015	
	Energy Centre application	
CB337420		
V473HWN	Dealing 07.08.2015	
	Energy Centre application	
MB62DA6	Transfer of Part 18.08.2015	
	Surrender of part and lease of GPR, Energy Centre application	
CB337427		
K126QJN	Dealing 07.05.15	
	Deed of Grant of easement relating to laying of cables beneath parts of Robinson Way	
MB62551		
	Dispositional first lease 17.06.2015	
	Harston House (New Title CB402789)	
	Deed of Rectification of lease of Harston House	
Z03TKN		
	Dealing 18.06.2015	
	Deed of Release of 1992 Gas Easement	
K2012LN	Dealing 31.07.2015	
	Deed variation dated 6 December 2014	
F573HWN	Dealing 07.08.2015	
	Transfer of Energy Centre land to CUH	
MB64D82		
	Dispositional first lease 13.05.2016	
	(New Title CB413039)	
	Registration of Lease of Wolfson Brain Imaging Centre	
MB65659		
	Dispositional first lease 09.08.2016	
	Harston (New Title CB415320)	
	Registration of variation of lease of Harston House	
MB65042		
	Dispositional first Lease 24.10.2016	
	(New Title CB417859)	
	Registration of Lease of MRS Building	
D125CHP	Dealing 24.01.2017	
	Application to register Deed of Release re water Easement dated 16 January 2017	

	is within the demise of an occupational tenant	
CML	Land shown edged red on Plan 4 (leasehold)	Part 1 paragraphs 1, 2, 3, 4

Schedule 3

Part 1 – The Rights

SUBJECT as hereinafter provided:

1. Way

- 1.1 The free and uninterrupted right to pass and repass at all times and for all purposes with and without vehicles over and along the roadways on the Estate Roads (including level crossings in so far as the Grantors can grant rights over them) and over and along the roadway within Phase 2 and the driveways accessing the Premises) and on foot only over and along footpaths and with bicycles over cycleways now existing or to be constructed during the Term on the land the subject of Infrastructure Leases.
- 1.2 The free and uninterrupted right to pass and repass at all times and for all purposes with and without vehicles over and along the CUHFT Access Land to and from Francis Crick Avenue and Long Road for the purpose of gaining access to and egress from the Premises.
- 1.3 The free and uninterrupted right to pass and repass at all times and for all purposes with and without vehicles along the Phase 2 Access Road between Dame Mary Archer Way and the Premises and the car parking areas and car parking structures from time to time provided within Phase 2 for the use of the Tenant (whether exclusively or in common with other tenants or subtenants or buildings within Phase 2).

2. Services

- 2.1 The free and uninterrupted right at all times and for all purposes to flow and passage and running of Appropriate Services to and from the Premises through the respective Service Channels as shown on Plan 5 capable of serving the Premises now existing or to be laid during the Term in or through the Services Strip or (other than electricity and telecommunications) through CUHFT Site and the CUHFT Access Land
- 2.2 In relation to electricity the free and uninterrupted right to the passage of electricity through the Service Channels now existing or to be laid during the Term through the CUHFT Access Land
- 2.3 In relation to telecommunications and data the right for relevant service suppliers to lay cables in ducts provided through the CUHFT Access Land from Long Road to the boundary of the Development Land and thereafter to the free and uninterrupted passage of telecommunications and data through the cables so laid in the ducts.

2.4 In relation to surface water drainage the right to drain through and attenuate the flow of surface water through the attenuation tanks and drainage pipes culverts and ditches from time to time constructed beneath the Landscaped Plot and the drainage pipes and ditches between the Landscaped Plot and the South Ditch.

2.5 The rights granted by the Hobsons Deed for the benefit of the Premises.

3. Access to other land

Subject as hereinafter provided:

3.1 The right to enter upon the Grantors' (other than CUHFT) respective land holdings as identified in Schedule 2 with or without workmen materials vehicles machinery and apparatus to lay inspect maintain repair cleanse alter adjust relay rebuild renew and replace Service Channels now existing as shown on Plan 5 or laid during the Term in accordance with paragraphs 3.3 of Schedule 3 of this Lease and in either case exclusively serving the Premises.

3.2 The right in connection with the exercise of the rights specified in paragraphs 2.2 and 2.3 above following reasonable prior notice to enter the CUHFT Access Land with (save in the case of emergency) the prior written consent of CUHFT (which will not be unreasonably withheld or delayed) with or without workmen vehicles machinery and apparatus to lay inspect maintain cleanse alter adjust relay rebuild repair and/or replace electricity and telecommunications cables exclusively serving the Premises within the relevant Service Channels now existing or appropriate new ducting laid during the Term to replace those Service Channels.

3.3 The right to enter the Estate Roads and Services Strip adjacent thereto (where applicable) with or without workmen materials vehicles machinery and apparatus:

3.3.1 to make connections to the Service Channels now existing or laid during the Term within the Estate Roads and Services Strip adjacent thereto for the purpose of completing the initial supplies to the Premises; and

3.3.2 to make connections to the Service Channels now existing or laid during the Term within the Estate Roads and Services Strip adjacent thereto

3.3.3 to lay within the Services Strip and thereafter connect to and use new Service Channels for the purpose of making additional supplies to the Premises (but without materially affecting the capacities from time to time contracted by the Landlord or CML from the supplier for the remainder of the Medipark Land as notified to the Tenant).

- 3.4 The right to enter (with or without workmen materials vehicles machinery and apparatus) where applicable the Landscaped Plot and so much (if any) of that part of ~~the Adjoining Land forming part of registered title CB241427~~ CB345398 and (subject to the terms of any existing lease) that part of the Adjoining Land forming part of title CB241427 immediately adjoining the South Ditch as may be reasonably necessary in connection with the inspection, maintenance repair cleansing and decontamination of the surface water attenuation and discharge from the Premises to the South Ditch

Provided that in any case listed in this paragraph 3.1 to 3.4 entry onto the land in question shall (save in the case of emergency) be with the prior written licence of the Landlord CUHFT or the Pemberton Landowners or the Management Company or CML (as the case may be) (such licence not to be unreasonably withheld or delayed) who shall be entitled to impose reasonable conditions on their respective licences including (but not limited to) requiring production of a method statement for approval (not to be unreasonably withheld or delayed) and with regard to the protection of service supplies and surface water drainage to other users and for indemnity and subject to causing as little inconvenience as reasonably practicable and making good all damage caused and in the case of any additional gas supply the route thereof shall be subject to the prior written approval of the relevant Grantors and CML and the Management Company (which will not be unreasonably withheld or delayed).

4. Support

Lateral and subjacent support and protection from the Development Land for the benefit of the Premises

5. Miscellaneous

- 5.1 The right to have displayed a name-plate or sign in the Landlord's chosen style on the Landlord's common signage board (if any) located on the Estate Common Parts such signs to be approved by the Landlord such approval not to unreasonably withheld or delayed where such sign complies with the Landlord's signage policy for the Estate provided always that the Landlord shall be entitled to relocate any such name-plates or signs from time to time.
- 5.2 The right to use the open areas of Phase 2 as a means of escape when needed in an emergency.
- 5.3 The right to park not more than 144 motor cars and small vans on such car parking spaces constructed within Phase 2 as shall reasonably be notified by the Landlord to

the Tenant from time to time (it being acknowledged that the location of such car parking spaces may be varied by the Landlord or by CML or by the Management Company from time to time and may be within a multi storey car park (if constructed), or surface car parks on Phase 2

- 5.4 The exclusive right to park cycles in the Cycle Shelter
- 5.5 The right if necessary in order to underlet or subunderlet the Premises in more than one part to enter onto that part of the Landscaped Plot adjoining the eastern boundary of the Premises for the purpose of constructing and thereafter maintaining in place on such land during the Term an external staircase of a width and in such position and of such design and appearance as shall be previously approved by the Landlord and CML and the Management Company (such approvals not to be unreasonably withheld or delayed) and the proviso to paragraph 3 of this part of this Schedule shall apply mutatis mutandis

PROVIDED that in relation to any of the foregoing rights (as applicable):

- (A) The Grantors and the Landlord shall be entitled at their own expense from time to time as often as they shall reasonably require to provide within the Development Land, the CUHFT Access Land and the CUHFT Site and any extension thereto alternative roads footpaths cycleways and Service Channels to replace all or any of those to be constructed and/or used by the Tenant pursuant to this Part of this Schedule on condition that such alternative roads footpaths cycleways or Service Channels shall be reasonably suitable and convenient for the Tenant's use and the Tenant's rights shall not be interrupted (other than temporarily) (and following sufficient notice so as to enable the Tenant to assist the Grantors and/or the Landlord in ensuring continuity of supply) for the purposes of reconnection where a temporary alternative access or supply is provided) during the carrying out of any works relating thereto and the rights contained in paragraphs 1, 2 and 3 are granted so as to include any alternative roads footpaths cycleways and Service Channels provided in accordance with this proviso.
- (B) Nothing in this Schedule shall extend to permit the Tenant to use the relevant Service Channels (which for the avoidance of doubt does not include the new Service Channels laid by the Tenant pursuant to paragraph 3.3 of Schedule 3) to take supplies of services in excess of the respective capacities set out in Schedule 9 unless both (a) the Tenant procures additional capacity at its own expense and (b) the Landlord and the Pemberton Landowners (until leases have been granted in respect of the entirety of the Medipark) CML the Management Company and/or the

relevant Grantors (according to their respective ownerships) shall agree (all acting reasonably) to the Service Channels being so used.

- (C) The rights hereby granted in respect of the Estate Roads and their verges are subject to the rights of Cambridgeshire County Council relating to the Cambridgeshire Guided Busway (CGB) in respect of matters agreed or to be agreed with Cambridgeshire County Council in respect of any route of the CGB
- (D) For the avoidance of doubt reference in this part of this Schedule to "the Grantors' respective landholdings identified in Schedule 2 shall not include the CUHFT Access Land or the CUHFT Site or any area within the demise of an occupational tenant and nothing in this Schedule 3 shall extend to permit the Tenant to lay new Service Channels outside the land comprised in an Infrastructure Lease unless otherwise agreed with the Grantors in their respective discretion.

Part 2 – Exceptions and Reservations

There are excepted and reserved to the Landlord and granted to the Pemberton Landowners for the benefit of the Adjoining Land and of the remainder of the Development Land and to CUHFT for the benefit of the CUHFT Site and such parts of the Hospital Extension land as are owned by it or as shall from time to time be acquired by it and CML for the benefit of such parts of the Medipark as shall from time to time be leased to CML the rights which are set out below namely:

1. The right at reasonable times for the Landlord and the Management Company to enter the external areas of the Premises with (save in the case of emergency) the prior written approval of the Tenant (which will not be unreasonably withheld or delayed) to comply with any Landlord's or Management Company's obligation in this lease the party so entering complying with the Tenant's reasonable operational requirements and causing as little inconvenience as reasonably practicable and making good any physical damage to the Premises caused at its own expense as soon as practicable.
2. The right to lateral and subjacent support and protection from the Premises for the remainder of the Development Land the CUHFT Site the Hospital Extension Land and the Adjoining Land.

Schedule 4

Tenant's covenants

1. Building

1.1 Not to apply for approval of reserved matters under the Phase 2 Permission and not to construct on the Premises any building pursuant to Phase 2 Permission

1.2 Not until the earlier of:

1.2.1 The expiration of 10 years from the date hereof; or

1.2.2 Completion of 56,250 square metres Gross Area of any Non-Clinical Uses Buildings in accordance with the Phase 2 Planning Agreement

to develop the Premises or any part thereof other than in accordance with the Planning Permission if to do so would trigger the payment of a contribution to the Planning Authority or any obligation to the Planning Authority to carry out works under the Phase 2 Planning Agreement.

1.3 Not to create or permit parking spaces within the Premises

1.4 Not to carry out external alterations to the Premises save with the prior approval of the planning authority (where necessary) and (where such alterations would materially affect the visual appearance of the Premises and the amenity of the Medipark as a well-managed business environment) with the prior written approval of the Landlord and the Management Company which approvals will not be unreasonably withheld or delayed and if the Landlord or the Management Company shall not have responded in substance within 20 Working Days its approval shall be deemed to have been granted.

1.5 In relation to the development of the Premises pursuant to the Planning Permission only to give to the Landlord and CML written notice of the date of First Occupation (within the meaning attributed in the Planning Obligation) of the development upon the Premises.

2. To Pay Outgoings

2.1 To pay and discharge all rates taxes duties assessments charges impositions and outgoings whatsoever (whether parliamentary local public utility or of any other description and whether or not of a recurrent nature but excluding any relating to any disposition of the reversion expectant on the Term and pursuant to the Planning Obligation) now or at any time during the Term taxed assessed charged imposed upon or payable in respect of the Premises or any part thereof whether payable by the Landlord or Tenant or owner or occupier other than any arising from the Landlord's dealings with its reversionary interest.

2.2 To pay a fair and proper proportion from time to time within 10 Working Days' of demand of all expenses reasonably incurred by the Grantors or any of them in lighting maintaining repairing and renewing roads footpaths cycle ways driveways and car parking areas or structures and Service Channels and ancillary works over or in respect of which rights are hereby granted to the Tenant so far as the same do not form part of the Interim Rentcharge Costs or the Rentcharge Adjustment or of the Phase 2 Interim Costs or the Phase 2 Adjustment.

3. To Repair And Maintain

3.1 To keep the exterior of the buildings on the Premises in good repair and the grounds and unbuilt areas of the Premises at all times in a neat and tidy state and to maintain all landscaping.

3.2 To maintain in good order at all times any balancing pond storage tanks or other form of on plot attenuation for surface water drainage (including for the avoidance of doubt the attenuation system and drainage pipework beneath the Premises and beneath the Landscaped Plot and serving the Premises)

4. Entry

To permit the Landlord, Grantors, Pemberton Landowners, CUHFT, CML, the Management Company and their respective surveyors and their respective workmen and persons duly authorised by them respectively on not less than 48 hours' prior written notice or such longer notice as is reasonable in the circumstances (except in the case of emergency) access to the Premises entering on to the external areas of the Premises only for the purposes of :

4.1 viewing the Premises externally to ensure the tenant covenants in this lease are being complied with;

- 4.2 inspecting cleansing maintaining repairing altering renewing or adding to any Service Channels not comprised within the Premises which are necessary and to the extent it would not be reasonably practicable to do so from outside the Premises; or
- 4.3 performing any covenant complying with any condition or pursuant to any reservation contained in this Lease;

PROVIDED THAT the party entering shall

- 4.4 forthwith make good all damage caused by such entry to the Tenant's reasonable satisfaction
- 4.5 cause as little inconvenience and disturbance as possible to the Tenant and
- 4.6 comply with the Tenant's reasonable operational requirements in relation to such entry.

5. Use And Nuisance

- 5.1 Not to use the Premises or any part thereof for any unlawful purpose and not to do on the Premises or any parts thereof anything which may be an actionable nuisance or cause damage injury or danger to the Landlord or the owners tenants or occupiers of any premises in other parts of the Development Land the Hospital Extension Land or the CUHFT Site .
- 5.2 Not to use or permit or suffer to be used the Premises or any part thereof for any purpose other than Medipark Uses or uses authorized from time to time by the local planning authority (or any other body having primary responsibility for controlling urban planning) provided that such uses are compatible with uses prevailing at the time on the Medipark (and during the first 20 years of the Term but not thereafter as shall be approved in writing by the Landlord and CML (such approvals not to be unreasonably withheld or delayed) and for the avoidance of doubt the uses permitted by the Planning Permission and use as offices and laboratories and ancillary and associated uses and activities within Use Class B1(b) and (c) of the Town and Country Planning (Use Classes) Order 1987 (as amended) are approved
- 5.3 To comply with all regulations reasonably imposed by CUHFT and communicated to the Tenant in writing relating to the use (except so far as the same are public highways) of any roads footpaths and cycleways on the CUHFT Site and or any part of the Hospital Extension Land.

- 5.4 To comply with all reasonable regulations reasonably imposed by the Landlord or by the Management Company and communicated to the Tenant in writing for use and enjoyment of the Estate Roads the Amenity Areas the Landscaped Plot the Service Channels and of the facilities (including car parking areas and/or structures) from time to time available for the benefit of tenants of the Medipark provided that if there is a discrepancy between the terms of this lease and the regulations, this lease shall prevail.
- 5.5 Not to obstruct any roads footpaths or cycle ways over or in respect of which rights are hereby granted to the Tenant.
- 5.6 Not to take services through the relevant Service Channels (which for the avoidance of doubt does not include the new Service Channels laid by the Tenant pursuant to paragraph 3.3 of Schedule 3) in excess of the respective capacities specified in Schedule 9 unless the Tenant procures at its own expense the capacity required which is in excess of that so specified with the intent that capacity available through the Service Channels to other occupiers or prospective occupiers of the Medipark and/or any part of the Hospital Extension Land if and so far as CML contracts with a utility supplier to provide services for that part is not thereby materially diminished.
- 5.7 During any period of construction upon the Premises not to permit the display of contractor's or consultant's signage save in a position and of a size and style previously approved in writing by the Landlord and CML (such approvals not to be unreasonably withheld or delayed) and such approval shall not be unreasonably withheld or delayed where the proposed signage is consistent with the signage strategy from time to time in respect of the Medipark or is necessary to enable the Tenant to comply with statutory signage requirements) Provided that approval under this covenant shall not be required whilst CML are procuring construction on behalf of the Tenant
- 5.8 Not to exhibit any flashing sign upon the Premises and not to display outside or so as to be visible from outside the Premises any advertisement board sign notice or similar device without the prior written consent of the Landlord and of CML (which consent shall not to be unreasonably withheld or delayed in respect of both the Landlord and CML) save that no such consent shall be required for such sign(s) stating the name (and or trading name) of the Tenant and or permitted occupiers which are in the Tenant's and or permitted occupiers (as applicable) corporate style

- 5.9 Not to exceed the respective levels of consumption of services nor the level of foul water disposal specified in Schedule 9 unless the Tenant has previously procured at its own expense and to the reasonable satisfaction of CML sufficient additional capacity or separate supplies direct from/to relevant undertaker without reducing the respective capacities available to the remainder of the Medipark .

6. As To Condition And Safety

- 6.1 Save in properly designated stores or containers and in accordance with the requirements of any Relevant Authority not to keep or use or suffer to be kept or used upon the Premises any materials which are inflammable explosive or otherwise dangerous.
- 6.2 Not to discharge into any Service Channels oil grease solids or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or the CUHFT Site the Hospital Extension Land or the Development Land or which may pollute the water of any watercourse or cause the waters or composition thereof to be so changed as to render the Landlord or the Pemberton Landowners or the Grantors or CML or the Management Company liable to action or proceedings by any person or body and generally to keep the Service Channels comprised within the demise unobstructed.
- 6.3 Not to discharge or permit any discharge into the Service Channels or directly or indirectly into Hobson's Conduit which may cause a breach of the terms of the Hobson's Deed and not to permit the discharge of surface water from the Premises or from the attenuation system on the Landscaped Plot in to the relevant Service Channel at a greater volume and/or flow rate than the predevelopment volume and run off rate in respect of the Premises and than accords with the drainage strategy approved by Cambridge City Council in respect of the Development Land for the purpose of the Planning Permission.

To observe and perform the covenants and other obligations contained in the Hobson's Deed so far as they relate to the Premises and to keep the Landlord, the Pemberton Landowners, CML, CUHFT and the Management Company fully indemnified in respect of any breach by the Tenant.

7. Compliance With Enactments

- 7.1 To comply with all Enactments throughout the Term so far as they relate to the Premises.
- 7.2 Within 21 days of receipt of notice thereof to give to the Landlord particulars of any provision or requirement of any Enactments or prescribed or required by any competent Authority court or body or proposal therefore relating to the Premises which adversely effect the reversion expectant and at the request and cost of the Landlord to make or join with the Landlord in making such objection or representation against any such proposal as the Landlord shall reasonably deem expedient unless to do so would be adverse to the Tenant's interest in the Premises.
- 7.3 To indemnify and keep indemnified the Landlord in respect of all liability under the Occupiers Liability Act 1957 and similar legislation and in respect of any liability for death or injury to third parties arising out of or in connection with the Premises or the use or occupation thereof and (without application of the *eiusdem generis* rule) any breach of any Enactments so far as they relate to the Premises or the use or occupation thereof save to the extent caused by the Landlord (but for the avoidance of doubt *this indemnity includes* including all liability apportioned to and allocated to the Tenant pursuant to the terms of Schedule 5). *howsoever caused*

8. Alienation

- 8.1 Not to assign or underlet the whole or any part of the Premises to any assignee or subtenant which has or will have immunity from suit or legal process in relation to any breach of any of the covenants or conditions of this Lease save to the Crown.
- 8.2 Not to assign the whole or any part of the Premises until there shall have been executed by the proposed assignee and delivered to the Landlord a Deed of Covenant.
- 8.3 To use reasonable endeavours not to underlet the whole or any part of the Premises at less than a market rent if the letting is an occupational lease not at a premium save where there are other commercially prudent drivers
- 8.4 Not to underlet the whole or any part of the Premises for a term of more than 25 years save by a form of underlease which contains a covenant by the underlessee for the benefit of those entitled to the benefit of the covenants in clause 3.1 and 3.2 to observe and perform the relevant tenant's covenants (save as to payment of Estate Rentcharge) and conditions in clause 3.1 and 3.2 of this Lease *mutatis mutandis* so

far as they relate to the part of the Premises comprised in that underlease and the rights granted therewith and which form of underlease shall not contain any provision to indicate any intention to limit or exclude application of the provisions of the Contracts (Rights of Third Parties) Act 1999 in relation to such covenants

- 8.5 Within one month after any dealing with or transmission or devolution of the Premises or any interest in it the Tenant shall give to the Landlord's solicitors and the Management Company at that time notice in duplicate specifying the basic particulars of the matter in question with a certified copy of any instrument making or evidencing it and pay those solicitors a registration fee of £50 or such higher sum as shall be reasonable at the time.

9. As To Loss Or Acquisition Of Easements

- 9.1 Not to knowingly permit any easement or right comprised in belonging or used with the Premises or any part thereof from being obstructed or lost.
- 9.2 Not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Premises by the consent of such third party nor to pay any such third party any sum of money nor to enter into any agreement with such third party for the purpose of inducing or binding such third party to abstain from obstructing the access of light to any such windows or openings.
- 9.3 To take all such reasonable steps as may be necessary to prevent the acquisition of any easement or right against over upon or under the Premises or any part thereof of which the Tenant is aware.

10. Planning

- 10.1 To provide written notice in accordance with the Third Schedule paragraph 3 and to comply with the Sixth Schedule paragraph 6 of the Planning Obligation and to comply with the Interim Travel Plan and the Phase 2 Travel Plan in accordance with the Planning Obligation and to comply with and support the Travel Plan in respect of the Phase 2 adopted from time to time pursuant to the Planning Obligation and to cooperate with and support the Landlord and/or the Management Company and the Travel Plan Coordinator in carrying out obligations in accordance with the Sixth Schedule of the Planning Obligation and to use reasonable endeavours to procure that any underlessee and others in occupation of any part of the Premises with the consent of the Tenant comply with and support such Travel Plan and cooperate with

and support the Landlord and/or the Management Company and/or the Travel Plan Coordinator.

- 10.2 Not to implement any planning permission in relation to the Premises (other than the Planning Permission) if such implementation would or might give rise to a tax charge or levy payable by the Landlord or the Grantors or the Management Company unless the Tenant shall first indemnify the Landlord and the Grantors and the Management Company (as appropriate) fully in respect of such tax charge or levy
- 10.3 To comply with the Planning Acts insofar as they relate to the Premises.
- 10.4 To comply with the conditions endorsed on the Planning Permission in so far as they must be complied with by the Tenant to allow the lawful construction and use of buildings on the Premises (but the Tenant will not be required to comply with any conditions in so far as they must be complied with as a precondition of the lawful development of any other part of the Development Land or of the Development Land as a whole or which are to be discharged on any part of the Development Land which falls outside the Premises).
- 10.5 To indemnify and keep indemnified the Landlord and CML and the Management Company from and against all liability arising from any breach by the Tenant its employees visitors and contractors of paragraphs 10.1 – 10.4 (inclusive) of this Schedule.

11. As To Value Added Tax

Where the Tenant is required by this Lease to pay or reimburse to the Landlord or any other person any sum in respect of the supply of goods or services which are subject to Value Added Tax the Tenant will also within 10 Working Days' of demand discharge and indemnify the Landlord or such other person against any liabilities of the Landlord or such other person relating to Value Added Tax (or tax of a similar nature) in respect of that supply (whether or not the supply is taxable only by virtue of an election by the Landlord or such other person) provided that the person making such supply shall first provide to the Tenant a valid Value Added Tax invoice in respect thereof.

12. To Enforce Underleases Etc

To take all reasonable steps to enforce the covenants on the part of the underlessee contained in any underlease granted in respect of any part of the Premises in so far as any breach of such underlease amounts to a breach of the terms of this Lease.

13. To Pay Landlord' Costs

To pay the Landlord's and (where applicable) the Grantors' reasonable and proper costs and expenses (including proper and reasonable legal costs and Surveyor's and other professional fees on a full indemnity basis)

- 13.1 in connection with the recovery of any late payment due from the Tenant hereunder
- 13.2 in respect of any action by the Landlord or the Grantors arising out of the Tenant's breach of any of the terms hereof
- 13.3 in respect of any application for consent required by this Lease whether or not such consent be granted but if it is held by a court of competent jurisdiction that such consent has been unlawfully refused or delayed the Tenant shall not be liable to reimburse the Landlord's legal costs in relation to such court proceedings
- 13.4 in making good any damage to the Development Land and/or the Adjoining Land the Hospital Extension Land or the CUHFT Site caused by the Tenant or its contractors in the exercise or purported exercise of the rights hereby granted

And all such costs and expenses shall carry interest from 14 days after the day they are demanded in writing by the relevant party to the day they are paid by the Tenant at the Interest Rate.

14. To Yield Up

At the expiration or sooner determination of the Term peaceably and quietly to yield up to the Landlord the Premises (together with all keys thereto) with vacant possession.

15. Construction And Other Protocols

To comply with and to ensure that any contractors employed in carrying out development or redevelopment or repairs or maintenance on the Premises which involve the use of land outside the Premises comply with the reasonable

requirements of any construction or other relevant protocol affecting the Medipark or Phase 2 which is adopted from time to time by the Landlord or by the Management Company and communicated to the Tenant in writing.

16. As to encumbrances

Save in so far as the Landlord or CML covenants in this Lease to perform or observe or indemnify the Tenant from or against the same to observe and perform all covenants in respect of the Premises arising from the matters referred to in Part 2 of Schedule 1 so far as they affect the Premises and subsist and to keep the Landlord and CML fully indemnified in respect thereof.

17. Indemnity

To indemnify and keep indemnified the Landlord the Grantors CML CUHFT and the Management Company from and against all liability arising from any breach of the provisos in Schedule 3 Part 1 following paragraph 3 and/or following paragraph 5 of that Part of that Schedule by the Tenant its employees visitors and contractors and others accessing the Premises under Schedule 3 in the exercise of the rights in that Schedule.

the Environment;

"Remediation"

Has the meaning given to such expression in clause 78 (A)(7) EPA 1990;

"Remediation Provisions"

Any provisions under any Environmental Laws allowing for or requiring apportionment of liability for costs of Remediation including but not limited to those set out in Part IIA EPA 1990 and in any guidance of the Secretary of State or other appropriate person or body made thereunder from time to time (whether statutory or non statutory).

Part 2

The Landlord and the Tenant hereby agree and declare that:

1. The Landlord has given the Tenant the Environmental Reports and the Tenant is aware of the state or condition of the Premises to the extent detailed in the Environmental Reports.
2. This Lease is an open market arm's length transaction.
3. For the purposes of Part IIA EPA 1990 the retention of the reversion expectant on the Term and the reservation of rights over any part of the Premises shall not be deemed to constitute the retention of an interest by the Landlord.
4. Subject to paragraph 5 of this Schedule 5 the Tenant shall be solely and exclusively responsible as between the Landlord and the Tenant for all liabilities arising under Environmental Law in connection with the presence or accumulation of any Hazardous Substances at, on or under the Premises at the date of this Lease.
5. For the avoidance of doubt, the Tenant's responsibility referred to in paragraph 4 above shall not extend to:
 - 5.1 any liability arising in relation to Hazardous Substances that have escaped or migrated from the Premises prior to the date of this Lease; or

- 5.2 any liability arising in relation to exposure before the date of this Lease of living organisms including human beings to Hazardous Substances in on or under the Premises.
6. The Tenant shall be solely and exclusively responsible as between the Landlord and the Tenant for all liabilities arising under Environmental Law in connection with the presence or accumulation of any Hazardous Substances at, on or under the Premises after the date of this Lease.
7. For the avoidance of doubt, the Tenant's responsibility referred to in paragraph 6 above includes:
- 7.1 any liability arising in relation to Hazardous Substances that have escaped or migrated after the date of this Lease from the Premises; and
- 7.2 any liability arising in relation to exposure after the date of this Lease of living organisms including human beings to Hazardous Substances in on or under the Premises.
8. The Landlord shall be solely and exclusively responsible as between the Landlord and the Tenant for all liabilities arising under Environmental Law in relation to:
- 8.1 Hazardous Substances that have escaped or migrated from the Premises prior to the date of this Lease; or
- 8.2 exposure before the date of this Lease of living organisms including human beings to Hazardous Substances in on or under the Premises.
9. This Schedule 5 is entered into for the purpose of recording the agreement between the parties as to the responsibility of the Tenant and the Landlord for Hazardous Substances at on or under the Premises so that liability as between the Tenant and the Landlord can be apportioned accordingly by an enforcing authority under any relevant Remediation Provisions (including without limitation the provisions of paragraph D38 of the statutory guidance issued under Part IIA EPA 1990).

Part 3

Covenants

Without limiting in any way the generality of paragraphs 4 to 9 of Part 2 of this Schedule 5:

1. the Tenant hereby covenants with the Landlord that:
 - 1.1 It will at its own expense comply with any notice, order or requirement served or otherwise imposed upon the Landlord or the Tenant pursuant to Environmental Laws insofar as such notice, order or requirement relating to the Premises or otherwise relates to liability for Hazardous Substances for which the Tenant is solely or exclusively responsible pursuant to Part 2 paragraph 4 of this Schedule.
 - 1.2 Should any enforcing authority carry out any investigation, monitoring or Remediation and wish to recover its costs from either or both of the parties hereto then as between the parties the Tenant will assume full responsibility for such costs to the extent relating to liability for Hazardous Substances for which the Tenant is solely or exclusively responsible pursuant to Part 2 paragraph 4 of this Schedule 5 .
 - 1.3 Upon a request being made in writing by the Landlord to the Tenant the Tenant will forthwith notify its covenants in this Schedule 5 in writing to any relevant enforcing authority in such form as the Landlord may reasonably require and will do such further act or thing or execute any further documents as such authority or the Landlord may require in order to give effect to the provisions of this agreement.

Schedule 6

Landlord's/Grantors' and CML's covenants (as the case may be)

1. As To Quiet Enjoyment

That the Tenant may peaceably enjoy the Premises for the Term without any lawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.

2. Not To Obstruct

Not to obstruct any roads footpaths or cycleways in respect of which rights are hereby granted to the Tenant save in an emergency and in respect of any temporary interruption during the carrying out of any works as provided in Proviso (A) to Part 1 Schedule 3 provided a suitable means of access is available at all times.

3. Pollution

Not to discharge into any Service Channels oil grease solids or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or which may pollute the water of any watercourse or cause the waters or composition thereof to be so changed as to render the Tenant liable to action or proceedings by any person or body.

4. Notification Of Claims

To notify the Tenant promptly of any claim or action made or taken against the Landlord by any third party in respect of which the Landlord seeks indemnity from the Tenant pursuant to any obligation contained in this Lease.

5. Capacity of Service Channels

Not to use for the benefit of the Medipark nor grant or procure or direct to be granted to any third party the right to use any Service Channel for the supply of electricity, gas, water, telecommunications, surface water drainage, foul water drainage in such quantities as (when aggregated with similar rights granted to others) will leave insufficient capacity in the relevant Service Channel(s) to enable the Tenant to obtain

supplies and maintain discharges at the relevant rate/magnitude specified in Schedule 9

6. CUHFT Site

Pending adoption by or vesting in the Relevant Authority to repair and maintain in safe and reasonable condition the roads footpaths and cycleways on the CUHFT Site over which rights are granted to the Tenant in this Lease.

7. Indemnity re Network Rail Agreement

To indemnify the Tenant against all liabilities arising under the NRIL Deed for Payments (as defined in the NRIL Deed).

Schedule 7

Part 1

Management Company Services

Section A – General

1. To keep the soft and hard landscaping within the Amenity Areas properly maintained including without limitation:
 - 1.1 grass cutting
 - 1.2 maintenance of lakes
 - 1.3 *shrub plant and tree maintenance (and replacement where necessary)*
 - 1.4 hedge trimming
 - 1.5 litter picking and the emptying of litter bins
 - 1.6 maintenance of walls and fences (and replacement where necessary)
 - 1.7 *maintenance of signage and illumination for the Medipark*
 - 1.8 pest control.
2. To keep the Estate Roads and footpaths properly maintained and surfaced including without limitation
 - 2.1 gully cleaning
 - 2.2 gritting
 - 2.3 street lighting
 - 2.4 road and footpath maintenance and repairs

and to operate repair maintain and renew and replace from time to time in the best interests of the Medipark and its owners and occupiers a through traffic prevention scheme and (if thought fit) a through traffic monitoring system
3. Save for those parts of the drainage and sewerage system as are situated within the curtilage of and/or are exclusively serving individual buildings (for which the relevant tenant shall be liable) to repair maintain cleanse and renew from the boundary of the Premises to the point of connection with the main systems all unadopted drainage and sewerage services.

4. To take such steps and implement such procedures as the Management Company (acting reasonably) may consider appropriate to maintain security within the Medipark.
5. To remove any rubbish or refuse deposited within Amenity Areas and the Estate Roads.
6. To keep the Service Channels within or serving the Medipark unobstructed.
7. Pending adoption by or vesting in the Relevant Authority (if at all) to maintain repair and renew all roads bridges footpaths cycleways and Service Channels and ancillary works over or in respect of which rights are hereby granted which are situated within or serving the Medipark and to contribute a fair and proper proportion from time to time of all expenses reasonably incurred by CML or the Management Company or any of the Grantors towards lighting maintaining repairing renewing roads footpaths cycleways and Service Channels over or in respect of which rights are granted for the benefit of the Premises or of the Medipark or any part thereof.
8. To insure such parts of the Medipark which under this Schedule the Management Company is liable to repair and which the Management Company shall reasonably consider appropriate against such risks as the Management Company shall reasonably consider appropriate in the full reinstatement cost (including professional fees and site clearance costs) and in the event of destruction or damage by any insured risk with all convenient speed (and subject to obtaining any necessary permissions and consents) to cause any policy moneys received in relation to such destruction or damage to be laid out in rebuilding and reinstating such damage or destruction and if there is any shortfall in the insurance monies the shortfall shall form part of the Service Costs.
9. To insure against such third party, employer's and occupier's liabilities as the Management Company shall reasonably consider appropriate and in such amounts as the Management Company shall reasonably think fit.
10. To produce details of the Management Company's insurances to the Tenant upon reasonable request not more than once in each calendar year
11. To make provision for the payment of all costs and expenses incurred by the Management Company:
 - 11.1 in the collection of the estate rentcharges payable in respect of the buildings within the Medipark and in reasonable steps taken to enforce the covenants and conditions

and regulations imposed in connection with the use and enjoyment of the Medipark so far as such costs and expenses are not recovered from the occupier(s) in default

- 11.2 in making such applications and reservations and taking such action as the Management Company shall reasonably think necessary for the benefit of the occupiers generally of the Medipark in respect of any notice or order or proposal for a notice or order served under any statute regulation or bye-law on the Management Company
- 11.3 (if applicable) in the determination of the Management Company's remuneration referred to in paragraph 2 of Part 2 of this Schedule 7
- 11.4 in the preparation and audit of the accounts in respect of the estate rentcharges
- 11.5 in accordance with the terms of any lease of infrastructure or amenity land forming part of the Medipark (but excluding the costs and expenses of initial construction of Amenity Areas Estate Roads and Service Channels).
- 12. To take all reasonable steps to enforce such warranties and guarantees and other contractual liabilities from third parties as there may be in respect of matters within this Part of this Schedule and to credit all sums recovered (other than legal and proper costs incurred) to the accounts in respect of the Service Costs as a third party contribution.
- 13. The provision of such additional services as the Management Company shall reasonably consider to be for the benefit of the Medipark and its owners and occupiers in general and as is in accordance with the principles of good estate management.

Section B – Phase 2 Exclusively

- 14. To keep the driveways and footpaths within Phase 2 properly maintained and surfaced including without limitation:-
 - 14.1 Gully cleaning
 - 14.2 Gritting
 - 14.3 Lighting
 - 14.4 Repairs and maintenance
 - 14.5 Maintenance and (as necessary) replacement of signage
- 15. To repair, maintain, light and clean any car parking areas and structures within Phase 2

16. To keep those parts of the drainage and sewerage system as are not within the curtilage of or exclusively serving an individual building (for which the relevant tenant shall be liable) repaired maintained cleansed and renewed
17. To keep the soft and hard landscaping within the Landscaped Plots (and other similar landscaped plots from time to time within Phase 2) properly maintained as if the obligations in paragraph 1 above were repeated herein mutatis mutandis
18. To insure such parts of Phase 2 which under this section of the Schedule the Management Company is liable to repair and which the Management Company shall reasonably consider appropriate against such risks as the Management Company shall reasonably consider appropriate in the full reinstatement cost (including professional fees and site clearance costs) and in the event of destruction or damage by any insured risk with all convenient speed (and subject to obtaining any necessary permissions and consents) to cause any policy moneys received in relation to such destruction or damage to be laid out in rebuilding and reinstating such damage or destruction and if there is any shortfall in the insurance monies the shortfall shall form part of the Service Costs.
19. To provide such additional services as the Management Company shall reasonably consider to be for the benefit of Phase 2 and its owners and occupiers in general and as accord with the principles of good estate management.

Provided that paragraph 11 of Section A above shall apply to Phase 2 mutatis mutandis.

Part 2

Section A -Service Costs

Service Costs means a sum comprising the aggregate of:

1. The expenditure reasonably incurred in the Rentcharge Year by the Management Company for the purposes mentioned or referred to in Schedule 7 Part 1 Section A together with the cost of oil water gas electricity or other service consumed or to be consumed and the cost of hiring and/or purchasing equipment and the cost of repairing and maintaining the same in working order as may be reasonably necessary to fulfil the purposes mentioned in Schedule 7 Part 1;
2. A reasonable sum (including a profit element not exceeding 10% of the Service Costs) to remunerate the Management Company for its administrative and management expenses in respect of the provision of the matters referred to in

Schedule 7 Part 1 such sum if challenged by any tenant to be referred for determination by an Independent Chartered Accountant appointed on the application of the Management Company by the President of the Institute of Chartered Accountants in England and Wales acting as an expert;

3. The reasonable cost of employing contractors to carry out any of the Management Company's obligations under this Lease;
4. The reasonable fees and disbursements paid to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses and outgoings and matters referred herein;
5. All other expenses (if any) reasonably and properly incurred by the Management Company in or about the maintenance and proper and convenient management and running of the Medipark in accordance with the principles of good estate management and any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it in accordance with this Schedule;
6. Any irrecoverable or non-creditable Value Added Tax or tax of similar nature payable in respect of any costs, expenses, outgoings or matters falling within any paragraph of this Schedule;
7. Such sum as shall be reasonably determined by the Management Company to provide a reserve to meet part or all of all sums or any of the costs, expenses, outgoings and matters mentioned in the foregoing paragraphs which the Management Company anticipate will or may arise such calculation to have regard to the monies at any time standing to the credit of such reserve fund;
8. Paying any taxes which may be assessed or charged on the Estate Rentcharge but reduced by such amount (if any) as the Management Company at the date of computation intends to draw from reserve during the Rentcharge Year

and excluding:

9. All initial capital costs incurred by or on behalf of the Landlord or the Management Company or CML in connection with the original construction and the original installation and laying of the Service Channels Estate Roads and Amenity Areas and any other part of the Medipark and adoption of the foul drainage system;
10. All costs (including without limitation solicitors' and surveyors' fees) incurred by or on behalf of the Management Company in any proceedings against any tenant or occupier of any part of the Medipark other than in respect of breach of covenant with regard to payment of estate rentcharge or with regard to use of Estate Roads Service

Channels or amenities of the Medipark save insofar as recovered from the party in breach;

11. Any expenditure (other than in respect of any excess or excesses and other than in respect of the excess of any damage suffered or claim incurred in excess of the sum insured) arising from the happening of any of the risks against which the Management Company shall have any policy of insurance in force for the benefit of the Management Company and in respect of which a claim is not lawfully refused;
12. Any expenditure necessitated by the wrongful act or default of the Landlord or the Management Company or CML or its servants or agents;
13. Any costs or liability for which the Tenant or other tenants or occupiers or users of the Medipark may individually be responsible under the terms of the lease or other arrangement by which they use or occupy the Medipark to the extent that such costs or liability are recovered under such lease or other arrangement Provided that the Management Company uses reasonable endeavours to recover such costs.

Section B – Phase 2 Costs

14. The expenditure reasonably incurred by the Management Company in relation to Phase 2 as set out in paragraphs 1-8 (inclusive) of Section A above as if those paragraphs applied to Phase 2 and included the expenditure for the purposes mentioned or referred to in Schedule 7 Part 1 Section B mutatis mutandis but subject to the exclusions set out in paragraphs 9-13 (inclusive) of Section A above again as if those paragraphs applied mutatis mutandis.

Part 3

Accounting Procedures

1. The Interim Rentcharge Costs and the Interim Phase 2 Costs shall each consist of a reasonable estimate of the Service Costs for the relevant Rentcharge Year.
2. The Interim Rentcharge Costs and the Interim Phase 2 Costs in respect of each Rentcharge Year (other than the Interim Rentcharge Costs and the Interim Phase 2 Costs for the Rentcharge Year or part thereof current at the date of this Lease which has already been assessed) shall be estimated and communicated to the Tenant not later than the beginning of December immediately preceding the commencement of the Rentcharge Year.

3. Not less than one month prior to the commencement of each Rentcharge Year the Management Company shall compute the Rentcharge Proportion and the Phase 2 Proportion for such Rentcharge Year and give to the Tenant details of such computations.
4. The Tenant shall pay the Rentcharge Proportion of the Interim Rentcharge Costs and the Phase 2 Proportion of the Phase 2 Interim Costs in equal payments in advance on 2 January, 1 April, 1 July and 1 October during each Rentcharge Year.
 - 4.1 After the end of each Rentcharge Year the Management Company shall ascertain the Rentcharge Adjustment and the Phase 2 Adjustment and the Tenant shall pay the Rentcharge Proportion of the Rentcharge Adjustment and the Phase 2 Proportion of the Phase 2 Adjustment within 10 working days of written demand.
 - 4.2 The Tenant shall be allowed against the Estate Rentcharge due from the Tenant for the next following Rentcharge Year or shall within 10 working days of written demand pay as the case may be the Rentcharge Proportion of the Rentcharge Adjustment and/ or the Phase 2 Proportion of the Phase 2 Adjustment.
 - 4.3 The Management Company shall arrange for accounts of the Service Costs and the Phase 2 Costs in respect of each Rentcharge Year to be prepared and audited promptly and shall supply to the Tenant a copy of such accounts and the Tenant and its advisers shall be entitled at their own expense by prior written appointment at the offices of the Management Company (or the office of its accountants or surveyors) to inspect such supporting information they shall reasonably request.
 - 4.4 If in the reasonable opinion of the Management Company it should at any time become equitable so to do the Management Company shall reassess on an equitable basis the Rentcharge Proportion and/ or the Phase 2 Proportion and give notice to the Tenant accordingly.
 - 4.5 As from the date specified in the notice referred to in sub-paragraph 4.4 hereof the reassessed Rentcharge Proportion or Phase 2 Proportion (as the case may be) referred to therein shall be substituted for the Rentcharge Proportion or the Phase 2 Proportion (as the case may be) previously adopted for calculation of the Estate Rentcharge.
5. In relation to the Rentcharge Year in which the Rentcharge Commencement Date occurs and in relation to the last year of the Term (whether determined by effluxion of time or earlier) the liability of the Tenant for Estate Rentcharge shall be limited to a proportionate amount.

Schedule 8

Deed of Covenant

DATED

(1) [NAME OF MANAGEMENT COMPANY]

(2) [NAME OF TRANSFEROR]

(3) [NAME OF TRANSFEREE]

DEED OF COVENANT

RELATING TO LAND AT CAMBRIDGE BIOMEDICAL
CAMPUS

BETWEEN

- (1) **[NAME OF MANAGEMENT COMPANY]** (Company No. [] of [] ("Covenantee").
- (2) **[NAME OF TRANSFEROR]** (Company No. [] whose registered office is [] ("Transferor")
- (3) **[NAME OF TRANSFeree]** (Company No. [] whose registered office is [] ("Transferee")

- (A) This Deed is supplemental to a lease dated [] made between (1) AF Pemberton PRW Pemberton EA Bromet WRB Edwards (2) HSBC Trust Company Limited as nominee of Tesco Pension Trust (3) Cambridge Medipark Limited (4) CBC Estate Management Limited and (5) Cambridge University Hospitals NHS Foundation Trust ("the Lease") relating to land now comprised in Title Number [] ("the Property")
- (B) By a Transfer² of even date with this Deed ("New Transfer") the Transferor transferred the Property to the Transferee

1. The Covenantee, the Transferor and the Transferee each hereby acknowledges that this is the Deed to be delivered to the Covenantee in satisfaction of the obligation contained in clause 6.1.2 of the Lease and the Covenantee accepts it as such. .
2. The Transferee for itself and its successors in title to the Property covenants with the Covenantee that the Transferee will at all times observe and perform the covenants and obligations on the part of the tenant contained in clause 6 and Schedule 7 of the Lease as if it was set out in this deed (mutatis mutandis but without creation of any additional estate rentcharge).
3. If the restriction on the register of the title to the Property should be removed by the Land Registry upon registration of the New Transfer the Transferee will join into an application made by the Covenantee to the Chief Land Registrar to enter into the register of the title allocated to the Property a restriction in the following form:

² To be amended as appropriate in the case of a long underlease

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1.2 of the Lease dated [] made between (1) AF Pemberton and Others (2) HSBC Trust Company Limited as nominee of Tesco Pension Trust(3) Cambridge Medipark Limited (4) CBC Estate Management Limited (5) Cambridge University Hospitals NHS Foundation Trust have been complied with or that they do not apply to the disposition."

IN WITNESS WHEREOF the Transferee has executed this Deed and delivered it the day and year first before written.

EXECUTED as a **DEED** by)

[])

Schedule 9

Service Capacities

Fresh Water

Not to consume more potable supply than 105 litres/person/day based on 1 person per 14 sq m or exceed a peak demand of 6 times the daily demand.

Gas

350 W/m²

Foul Water Drainage

Not to discharge more than 13.9 litres per second.

Surface Water Drainage

Surface water outfall not to exceed 2 litres/second/hectare

Electricity

125 W/m² (13.8 KVA/100 sq m)

Telecoms

Ducting only

Executed as a deed by
affixing the common seal of HSBC Trust
Company (UK) Limited as nominee of
Tesco Pension Trust
in the presence of:

780020

Kiran Barua

Authorised Signatory



Authorised Counter-Signatory