

DATE:

28<sup>th</sup> November

2016

- (1) **UNION PENSION TRUSTEES LIMITED and PAUL CHARLES SINGLETON as trustees of the IPS Pension Builder (P C Singleton)**
- (2) **SIMPSON SISSONS & BROOKE LLP**

---

## **Renewal Lease by reference to an Existing Lease**

---

relating to 43 Townhead Street Sheffield S1 2EB

BRM Solicitors  
Gray Court  
99 Saltergate  
Chesterfield  
Derbyshire  
S40 1LD

Tel: 01246 555111  
Fax: 01246 554411  
Email: [info@brmlaw.co.uk](mailto:info@brmlaw.co.uk)  
Web: [www.brmlaw.co.uk](http://www.brmlaw.co.uk)

DX 12358 Chesterfield

Prescribed Clauses

**LR1. Date of lease**

28<sup>th</sup> November 2016

**LR2. Title number(s)**

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

SYK278407

**LR2.2 Other title numbers**

NONE

**LR3. Parties to this lease**

**Landlord**

Union Pension Trustees Limited (Company Registration No: 02634371) whose registered office is at Dunn's House St Pauls Road Salisbury SP2 7BF and Paul Charles Singleton of 475 Whirlowdale Road Sheffield S11 9NH as trustees of the IPS Pension Builder (P C Singleton)

**Tenant**

Simpson Sissons & Brooke LLP whose registered office is at 43 Townhead Street Sheffield S1 2EB (Company Registration No: OC324388)

**Other parties**

None

**LR4. Property**

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

See the definition of "Property" in clause 1.1 of this lease and clause 1.2.1 and the First Schedule of the Existing Lease.

**LR5. Prescribed statements etc.**

**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.**

None.

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

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in the Second Schedule of the Existing Lease.

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

The easements included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in the Third Schedule of the Existing Lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

Not applicable

THIS LEASE is made the 28<sup>th</sup> day of November 2016

**BETWEEN**

- (1) **UNION PENSION TRUSTEES LIMITED** incorporated and registered in England and Wales with company number 02634371 whose registered office is at Dunn's House St Pauls Road Salisbury SP2 7BF and **PAUL CHARLES SINGLETON** of 475 Whirlowdale Road Sheffield S11 9NH as trustees of the **IPS PENSION BUILDER (P C SINGLETON)** (the "**Landlord**");
- (2) **SIMPSON SISSONS & BROOKE LLP** incorporated and registered in England and Wales with company number OC324388 whose registered office is at 43 Townhead Street Sheffield S1 2EB (the "**Tenant**"); and

**RECITALS**

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

**IT IS HEREBY AGREED**

**1. Interpretation**

The following definitions and rules of interpretation apply in this lease.

**1.1 Definitions:**

**"Annual Rent"** means rent at an initial rate of £28,800 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954.

**"Contractual Term"** means a term of years beginning on, and including 1 December 2016 and ending on, and including 30 November 2026.

**"Existing Lease"** means the lease by virtue of which the Tenant holds the Property, which is dated 6 February 2007 and made between (1) Union Pension Trustees Limited and Paul Charles Singleton and (2) the Tenant and the documents made supplemental to it

**"Incorporated Terms"** means all of the terms, requirements, covenants and conditions contained in the Existing Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and as specifically varied by clause 3:

- (a) including:

- (i) the definitions and rules of interpretation in the Existing Lease;
  - (ii) the agreements and declarations contained in the Existing Lease;
  - (iii) the rights granted and reserved by the Existing Lease (including the right of re-entry and forfeiture); and
  - (iv) the third party rights, restrictions and covenants affecting the Property; and
  - (v) the provisions for rent review contained in the Fourth Schedule of the Existing Lease.
- (b) but excluding any terms of the Existing Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

**"Insurance Rent"** means the amount calculated in accordance with clause 2.3 of the Existing Lease with such modifications as are necessary to make the provisions applicable to this lease

**"Landlord's Covenants"** means the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

**"LTA 1954"** means Landlord and Tenant Act 1954.

**"Property"** means the property known as 43 Townhead Street Sheffield S1 2EB as described in the Existing Lease.

**"Rent Payment Dates"** means 25 March, 24 June, 29 September and 25 December

**"Review Dates"** means the fifth anniversary of the commencement of the Contractual Term

**"Tenant's Covenants"** means the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

**"VAT"** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

1.2 References to the landlord and tenant in the Existing Lease shall be read as references to the Landlord and Tenant in this lease.

## 2. Grant

2.1 The Landlord lets with limited title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

- 2.3 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.
- 2.4 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.
- 2.5 The grant is made with the Tenant paying the following as rent to the Landlord:
  - 2.5.1 the Annual Rent and all VAT in respect of it;
  - 2.5.2 the Insurance Rent;
  - 2.5.3 sums due under clause 2.4 of the Existing Lease; and
  - 2.5.4 any other sums due under this lease.

**3. The Existing Lease**

For the purposes of this lease only, the terms of the Existing Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly.

**4. The Annual Rent**

- 4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates.
- 4.2 The first instalment of the Annual Rent shall be made on the first day of the Contractual Term and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the first day of the Contractual Term and ending on the day before the next Rent Payment Date

**5. Review of the Annual Rent**

On each Review Date the Annual Rent shall be reviewed in accordance with the Incorporated Terms.

**6. Registration of this Lease**

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenant's title within one month of the registration being completed.

**7. Closure of the Registered Title of this Lease**

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

**8. Section 62 of the Law of Property Act 1925**

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**9. Entire Agreement**

9.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

9.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

9.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

9.4 Nothing in this clause shall limit or exclude any liability for fraud.

**10. Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]

**11. Governing Law**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**12. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed as a deed and delivered on the date first stated above.

**Schedule 1**  
**Variations to the Existing Lease**

**1. Amendment of Clauses**

- 1.1 Clause 3.31 of the Existing Lease shall be amended to refer to the Control of Asbestos Regulation 2012, as opposed to the Control of Asbestos at Work Regulations 2002
- 1.2 Clause 5.15.1 of the Existing Lease shall be removed and replaced with the following  
*"The obligation of the Tenant in Clause 3.4.1 and 3.4.2 and in clause 3.5 shall impose upon the Tenant no obligation to repair the Demised Premises not to undertake any works or repair or otherwise nor to pay any service charge or any sums due under Clause 2.4 where such are required by reason of any Historic Contamination or by reason of the presence of asbestos".*
- 1.3 Clause 5.16.1 shall be removed.
- 1.4 Clause 1.2.7 shall be deleted
- 1.5 Clause 5.11.2 shall be removed
- 1.6 Clause 5.2.1 shall be deleted and replaced with *"in the event that the Demised Premises or any part thereof shall be at any time during the Term be destroyed or damaged so as to render the Demised Premises unfit for occupation or use and the policy or policies of insurance shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of some act or default of the Tenant its servants agents of licensees the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained and/or the extent of such vitiation or no-payment shall be suspended until the Demised Premises shall be again rendered fit for occupation and use or until the expiration of two years and three months from the date of the damage of destruction whichever shall be the earlier"*

**2. Addition of New Clauses**

- 2.1 For the purposes of this Lease the following clause 3.34 shall be added to the Existing Lease as new clause 3.34

**2.1.1 3.34 Trustee Liability**

The parties agree that notwithstanding any provisions to the contrary herein the liability of the Landlord shall be limited to the net value of the assets held by the IPS Pension Builder (P C Singleton) at the point in time any claim is made



**EXECUTED** as a Deed by  
**SIMPSON SISSONS & BROOKE LLP**  
acting by a member in the presence of:-



Witness signature



Witness name

CRAIG GRAVIL

Witness address

29 SAXTON DRIVE  
ROTHENHAM, SOUTH YORKSHIRE  
S60 3DP

Witness occupation

SOLICITOR