

LICENCE FOR ALTERATIONS

Fourth floor, Albion House, 61 Mosley Street, Manchester M2 3HZ

THIS LICENCE is dated 9 May 2022

PARTIES

- (1) CALDER STREET PROPERTIES LIMITED (company number 06522917) (the "**Landlord**"); and
(2) NORTHMERE DATA LIMITED (company number 11834527) (the "**Tenant**").

BACKGROUND

- (A) The Tenant holds the Property under the Lease and has asked the Landlord for consent to carry out the Works.
(B) The Landlord's consent is required under clause 7.3 of the Lease and is given on the terms of this Licence.

AGREED TERMS

1. DEFINITIONS

1.1 In this Licence: "**Lease**" means the lease of the Property dated 25 April 2022 between the Landlord and the Tenant; "**Property**" means the fourth floor, Albion House, 61 Mosley Street, Manchester M2 3HZ; "**Works**" means the works described in the Schedule and shown on drawings NDL-401 to NDL-409 prepared by Fold Studio Architects; and "**Works Period**" means the period of six months from the date of this Licence.

2. CONSENT

- 2.1 The Landlord consents to the Tenant carrying out the Works within the Works Period, in a good and workmanlike manner, with good quality materials, in accordance with the drawings and all statutory requirements, and to the reasonable satisfaction of the Landlord's surveyor.
2.2 The Tenant shall obtain all necessary consents before starting the Works, and shall give the Landlord a copy of the building control completion certificate and updated fire strategy within one month after completing them.

3. TENANT'S COVENANTS

- 3.1 The Tenant shall pay the Landlord's proper costs of this Licence and of monitoring the Works, which are agreed at GBP 3,850 plus VAT.
3.2 The Tenant shall keep the Works in repair as part of the Property in accordance with clause 7.1 of the Lease.
3.3 The Tenant shall insure the Works, to the extent not covered by the Landlord's insurance of the Building, for their full reinstatement cost.

4. REINSTATEMENT

- 4.1 Before the end of the Term, if and to the extent the Landlord so requires by written notice given to the Tenant not less than three months before the end of the Term, the Tenant shall remove the Works or such of them as the notice specifies and reinstate the Property to the layout and condition shown on the landlord's base-build drawings, making good any damage caused.
4.2 If the Term ends before its contractual expiry, a notice under clause 4.1 may be given at any time before, or within one month after, the end of the Term, and the Tenant shall carry out the reinstatement within a reasonable time after receiving it, paying the Landlord a sum equal to the Annual Rent for the period reasonably required to complete that reinstatement if it is carried out after the end of the Term.

5. RENT REVIEW

5.1 The Works shall be disregarded on any rent review under the Lease.

6. GENERAL

6.1 This Licence is supplemental to the Lease. Nothing in it waives any breach of covenant or authorises any other works.

6.2 This Licence is governed by the law of England and Wales.

THE SCHEDULE: THE WORKS

1. Construction of full-height metal-stud and plasterboard partitions, fixed to the raised floor and the underside of the suspended ceiling, forming four meeting rooms, a comms room and a zone with its own lockable door (shown as zone C on drawing NDL-403).
2. Installation of a comms room with dedicated comfort cooling unit (condenser on roof plant deck, to be connected via the existing riser) and a 42U server cabinet bolted to the slab.
3. Installation of a tea point with fixed base and wall units, sink, boiling water tap and integrated dishwasher, connected to the existing services.
4. Installation of new LED lighting with presence detection in the meeting rooms, and alterations to the fire alarm and sprinkler heads to suit the new layout.
5. Installation of data cabling throughout the floor void and branded manifestation to glazed screens.

This Licence has been executed as a deed and is delivered on the date written at its start.

Executed as a deed by **CALDER STREET PROPERTIES LIMITED** acting by two directors:

Director	<i>R. J. Calder</i> Robert James Calder
Director	<i>M. Hollis</i> Miriam Hollis

Executed as a deed by **NORTHMERE DATA LIMITED** acting by a director in the presence of a witness:

Director	<i>M. Bell</i> Marcus Bell
Witness signature	<i>S. Okafor</i> Sade Okafor
Witness name and address	Sade Okafor, Trainee Solicitor, Pemberton Sayle LLP, 1 Spinningfields Square, Manchester M3 3AP