

#### Appendix 4 Tenants' rights

Lease and Premises	Rights granted/to be affected by appropriation	S.237(2) Category	Interference in whole or in part?	Specific works involved	Reason interference necessary
Lease of Unit 46 dated 9 December 1994 made between (1) Capital & Counties Plc and (2) New Look Retailers Limited	<p>Rights granted to the Tenant in common with others:</p> <p>The right (subject to reasonable interruption for repair, maintenance, alteration or replacement) to use the Conducting Media in the Building which do not form part of the Property but which serve the Property.</p> <p>The right (subject to reasonable interruption for repair, maintenance, alteration or replacement) to use the Common Parts (if any) for all proper purposes in connection with the use and enjoyment of the Property (shaded yellow on <b>Newlook Plan 2</b> and <b>Newlook Plan 3</b>).</p>	<p>A right or advantage annexed to land which adversely affects other land</p> <p>a right or advantage to land which adversely affects other land</p>	Services such as electricity are within the part of the Westgate Centre already appropriated. Where they run through the area to be appropriated the interference is in whole.	Reconfiguration of the Centre including common parts. Renewal of mechanical and electrical services.	<p>Major physical alterations are required to repair or replace much of the internal fabric of the Centre and to renew mechanical and electrical services. A new feature wall is to be built across the front of the Centre providing the new development with presence to the city centre and framing a new public space with Bonn Square.</p> <p>The need for the development as it is has been fully explored in the planning process. There were no objections based on the impact on rights and the Alliance had contacted all relevant parties well before permission was granted for the detailed scheme.</p>
	The right of way (subject to reasonable	a right or	The loading		

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	interruption for repair, maintenance, alteration or replacement) over the Basement Service Yard with or without goods vehicles not exceeding sixteen feet in height for the sole purpose of gaining access to the loading bay in the basement of the Building (shaded green on <b>Newlook Plan 1</b> ).	advantage to land which adversely affects other land	bay falls within the part of the Westgate centre already appropriated. No additional impact.		
	The right of escape in case of fire and other emergency on foot only over the Fire Escape Routes or along such alternative routes (suitable for the purpose and not materially less convenient) as the Landlord may provide (shaded brown on <b>Newlook Plan 1</b> ).	a right or advantage to land which adversely affects other land	To the extent that the escape routes are within areas to be appropriated in addition to those already appropriated the interference is in whole.	Reconfiguration of the Centre including common parts.	Major physical alterations are required to repair or replace much of the internal fabric of the Centre and to renew mechanical and electrical services.  The need for the development as it is has been fully explored in the planning process. There were no objections based on the impact on rights and the Alliance had contacted all relevant parties well before permission was granted for the detailed scheme.
	The right (subject to certain conditions) at reasonable times to enter those parts of the Building adjoining the Property with workmen and equipment in order to	a right or advantage to land which adversely affects other land	Whole	Reconfiguration of the Centre including common parts.	Major physical alterations are required to repair or replace much of the

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	carry out works of repair, maintenance, decoration or alteration to the Property.			Renewal of mechanical and electrical services.	<p>internal fabric of the Centre and to renew mechanical and electrical services. A new feature wall is to be built across the front of the Centre providing the new development with presence to the city centre and framing a new public space with Bonn Square.</p> <p>The need for the development as it is has been fully explored in the planning process. There were no objections based on the impact on rights and the Alliance had contacted all relevant parties well before permission was granted for the detailed scheme.</p>
	The right (subject to certain conditions) to install, maintain and repair the Tenant's plant ("the Plant") on the roof of the Building in a position previously approved by the Landlord and the right to run Conducting Media to and to enter the roof for the purpose of maintaining, altering and repairing the Plant.	a right or advantage to land which adversely affects other land	Whole	Reconfiguration of the Centre including common parts. Renewal of mechanical and electrical services.	Major physical alterations are required to repair or replace much of the internal fabric of the Centre and to renew mechanical and electrical services

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					<p>The need for the development as it is has been fully explored in the planning process. There were no objections based on the impact on rights and the Alliance had contacted all relevant parties well before permission was granted for the detailed scheme.</p>
	<p>The right of way at reasonable times over the staircases in the adjoining department store forming part of the Building to enable the Tenant to gain access to the roof provided that the Tenant must first give reasonable notice (except in emergency) to the Tenant of the adjoining department store and to the Landlord of its intention to exercise such right.</p>	<p>a right or advantage to land which adversely affects other land</p>	<p>Whole</p>	<p>Reconfiguration of the Centre including common parts. Renewal of mechanical and electrical services.</p>	<p>Major physical alterations are required to repair or replace much of the internal fabric of the Centre and to renew mechanical and electrical services.</p> <p>The need for the development as it is has been fully explored in the planning process. There were no objections based on the impact on rights and the Alliance had contacted all relevant parties well before permission was granted for the detailed scheme.</p>

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	The right to support and shelter from the remainder of the Building.	a right or advantage to land which adversely affects other land	There may be some interference but the tenant's demise would be retained during the development works	Reconfiguration of the Centre and construction of a new feature wall across the front of the Centre.	<p>Major physical alterations are required to repair or replace much of the internal fabric of the Centre and to renew mechanical and electrical services. A new feature wall is to be built across the front of the Centre providing the new development with presence to the city centre and framing a new public space with Bonn Square.</p> <p>The need for the development as it is has been fully explored in the planning process. There were no objections based on the impact on rights and the Alliance had contacted all relevant parties well before permission was granted for the detailed scheme.</p>
Lease of Unit 47 dated 20 October 2009 and made	The Alliance has entered into an agreement with Goldsmiths for the early surrender of the lease and the grant of a new lease within the development. The				

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between (1) CSC Properties Investments Limited and (2) Aurum Group Limited	timing of surrender is such that the development works will not interfere with the tenant's rights under the existing lease.				
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### **New Look Lease defined terms and key definitions**

**Basement Service Yard:** The basement service yard shown coloured green on the Westgate Basement Plan [**not attached to the copy of the lease in our possession**] which yard adjoins the Building and forms part of the Westgate Shopping Centre Oxford and over which yard the Landlord has (for the benefit of its tenant in the Building) rights of access under the CIN Headlease.

**Building:** All the premises registered at H.M. Land Registry under title numbers ON25990, ON41799, ON16446 and ON2885 of which the Property forms part and which premises:

- include the Lewis's Department Store and the adjoining five shops known as Units 44, 45, 46 and 47 Westgate Centre and No. 37 St. Ebbes Street Oxford; and
- are shown for the purpose of identification only edged blue on the Westgate Basement Plan.

**CIN Headlease:** The superior lease dated 11 November 1975 and made between The Oxford City Council (1) and Selfridges (Oxford) Limited (2) under which the Landlord holds that part of the Building registered under title number ON41799.

**Common Parts:** The approaches, entrance halls, staircases, passages, fire escapes, loading bay and other areas in the Building which are from time to time provided by the Landlord for common use by the tenants and occupiers of the Building and their employees and licensees and the Common Parts as at the date of the Lease are shown coloured yellow on the plans (**New Look Plan 2** and **New Look Plan 3**) annexed to the Lease.

**Conducting Media:** Pipes, flues, ducts, wires, cables, drains, sewers, gutters, gullies and channels and their ancillary equipment and plant.

**Fire Escape Routes:** The fire escape routes adjoining the Building and leading to Castle Street and Church Street and which are coloured

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brown on the Westgate Basement Plan over which routes the Landlord has (for the benefit of the tenants of the Building) rights of way under the CIN Headlease (shaded brown on **New Look Plan 1**).

**Property:** Unit 46, Westgate Centre Oxford shown for the purpose of identification only edged red on the plans annexed to the Lease