

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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 for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR08



A32 \*AC73A7SB\* #46  
05/07/2023  
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 02904587  
Company name in full Network Rail Infrastructure Limited

0023 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 d 2 2 m 0 6 y 2 0 y 2 3

### 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

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.

MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
Brief description	<p>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.</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
<b>5</b>	<b>Other charge or fixed security</b>	
	<p>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.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>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.</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	<p>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.</p> <p><input type="checkbox"/></p>	<p><sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).</p>
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X <i>Fieldfisher LLP</i> X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

# 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 Susan Simpson

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 03304606940



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2904587

Charge code: 0290 4587 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2023 and created by NETWORK RAIL INFRASTRUCTURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2023.

Given at Companies House, Cardiff on 12th July 2023



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Date: 22 JUNE 2022 <sup>23</sup> *plw*

(1) Cambridge Medipark Limited

(2) CBC Estate Management <sup>LLP</sup> Company Limited

(3) Network Rail Infrastructure Limited

## Deed of Covenant

Relating to land at Cambridge Biomedical Campus, Cambridge

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



4/7/2023

22nd

JUNE 2023

THIS DEED OF COVENANT is made this [ • ] day of [ • ]

**BETWEEN:**

- (1) **CAMBRIDGE MEDIPARK LIMITED** (Company Registration No. 6192969) whose registered office is Prologis House, Blythe Gate, Blythe Valley Park, Solihull, England, B90 8AH ("CML"); and
- (2) **CBC ESTATE MANAGEMENT COMPANY LIMITED** (Company Registration No. 6192969) whose registered office is Prologis House, Blythe Gate, Blythe Valley Park, Solihull, England, B90 8AH ("the Management Company"); and
- (3) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company Registration No. 2904587) whose registered office is Waterloo General Offices, London SE1 8SW ("Network Rail").

**RECITALS:**

- (A) Network Rail are proposing to build a railway station and as part of this project, they will need to use the infrastructure that is currently in the ownership of CML during the construction of the railway station and thereafter on a permanent basis.
- (B) Network Rail are entering this Deed to set out the basis of on which they will contribute towards the Management Company Services and pay such sums to the Management Company.

**AGREED TERMS:**

**1. Definitions**

**"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 prior to 1<sup>st</sup> January 2178 but excluding any such spaces and/or areas which are included or intended to be included in any lease to an occupier

**"Committed to Development"**

land

- (i) in respect of which detailed planning permission has been granted; and
- (ii) which has been acquired by developers or investors (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) which excludes land transferred freehold or to

be transferred to CUHFT

**"Deed of Covenant"**

a deed relating to the provision of and payment for the Management Company services in a form as CML and the Management Company reasonably requires under which the covenantor will covenant to comply with the terms of this Deed and which shall

*Handwritten notes:*  
"CUHFT" has the meaning ascribed to it in the lease of part of the Medipark dated 27 February 2017 & registered as a deed with title C.1542225-7.  
"Deed of Covenant"

include a form of release as per clause 3.3 of this Deed.

**"Estate Rentcharge**

Subject to Clause 4.2 the Rentcharge Proportion of the Interim Rentcharge Costs and of the Rentcharge Adjustment ascertained in accordance with Schedule 1 Part 3 together with Value Added Tax thereon at the rate applicable from time to time

**"Estate Roads"**

the roads within the areas shown coloured dark brown on Plan 3 being Francis Crick Avenue, Dame Mary Archer Way and Papworth Access Road and in addition when constructed Discovery Drive

**"Gross Area"**

gross external floor space excluding areas for plant (areas for plant includes areas for plant within passive void areas between usable floor levels) and car parking structures

**"Interim Rentcharge Costs"**

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

**"Medipark"**

shown edged green on Plan 2 excluding the land transferred or to be transferred to the Cambridge Universities Hospital Foundation Trust together with the land comprised in Title Number CB337731

**"Notional Gross Area"**

16,548sq (m)

**"Property"**

the land shown shaded pink and dark pink (including the areas of key structural vegetation within those areas on Plan 1 (owned and to be acquired by Network Rail) and upon which it is proposed to construct a railway station together with the ancillary works and landscaping as shown on such plan being partly unregistered land and partly land registered with title number [to be allocated (currently part of title numbers CB345356 CB345398 CB338762 CB338760 CB353750 CB387420 CB422664)]

*under Co to be out of)*

**"Plan 1"**

the drawing numbered 158454-ARC-ZZ-ZZ-DRG-LEP-000101/P02 prepared by Network Rail annexed

*has the meaning ascribed to it in the lease of part of the Medipark dated 27 February 2017 and registered as at the date hereof with title CB422-257*

"Plan 2"	hereto <i>[Note: Property coloured pink and dark pink]</i> the drawing numbered 17495-SBR-SW-XX-DR-A-00209 prepared by Scott Brownrigg annexed hereto <i>[Note: Medipark edged green]</i>
"Plan 3"	the drawing numbered B1921-SBA-SW-XX-DR-A-00220 prepared by Scott Brownrigg annexed hereto <i>[Note: Estate Roads and related areas coloured brown]</i>
"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 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 Proportion"	subject to Schedule 1 Part 3 Paragraph 6 the proportion which the Notional Gross Area bears to the aggregate Gross Area of buildings from time to time Committed to Development within the Medipark (and the Gross Area of buildings on each other part of the Medipark shall be deemed never to be less than such Gross Area first developed on that part) the areas percentages and current estimates at the date of this deed being as set out in the table at Appendix 1:



<b>"Rent Charge Year"</b>	each calendar year
<b>"Services Strip"</b>	the services strip (if any) within or adjacent to the Estate Roads footpaths and verges (and other land the subject of or Intended to be the subject of an infrastructure lease for the Medipark as designated from time to time (but not any part thereof upon which it is intended to construct a multi storey car park and other uses)
<b>"Service Channels"</b>	<p>shall include but not be limited to:</p> <p>(a) 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</p> <p>(b) gas pipes or other gas installations including gas governor sites</p> <p>(c) water mains water courses water storage tanks pipes or apparatus</p> <p>(d) other pipes wires conduits or installations for any services and utilities</p> <p>and all matters or works ancillary thereto or required in connection with the supply of the services mentioned</p> <p>Provided That any new Service Channels within the Medipark shall be within the Services Strip unless otherwise agreed by CML in their respective discretions</p>
<b>"Value Added Tax"</b>	Value Added Tax and any tax charged in substitution of it

**2. Operative Provisions**

- 2.1** Network Rail for itself and its successors in title to the Property covenants with CML and the Management Company that Network Rail will at all times observe and perform the covenants and obligations as set out in this Deed.

**3. Registration of Restriction**

Network Rail covenants to:

- 3.1 Upon each occasion that it acquires an interest in the remaining part of the Property execute and deliver to CML and the Management Company a confirmatory deed of covenant repeating the covenants and the grant of the Estate Rent Charge as set out in this Deed in relation to the part of the Property so acquired and for the avoidance of doubt, the entering into of such additional deeds of covenant shall not result in a total Notional Gross Area under all deeds of covenant (including this deed), of more than 16,548sq (m)
- 3.2 apply to the Chief Land Registrar to enter a restriction on the title(s) to the Property in the following form (or such other form as may be required by the Chief Land Registrar from time to time):

*Fullfiller LLP*  
*Fullfiller LLP*

*"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 Cambridge Medipark Limited and CBC Estate Management Company Limited whose registered office is Prologis House, Blythe Gate, Blythe Valley Park, Solihull B90 8AH with company registration number 04620453 or their conveyancer that the provisions of clause 4 of a Deed of Covenant dated [22 June 2023 ] made between (1) Cambridge Medipark Limited (2) CBC Estate Management Company Limited and (3) Network Rail Limited have been complied with or that they do not apply to the disposition."*

- 3.3 not to dispose of its interest in the Property or any part of it (but for the avoidance of doubt such disposal shall not include the grant of any underlease for 25 years or less) except to a person who on or prior to completion of such a transfer/lease executes and delivers to CML and the Management Company a Deed of Covenant and such Deed of Covenant will contain such provisions as CML and the Management Company reasonably considers necessary to take into account the nature of the disposal and following receipt by CML and the Management Company of such Deed of Covenant properly executed and completed by the relevant donee(s) Network Rail shall cease to incur any further liability under this Deed in respect of the whole or part of the Property (as the case may be) save in relation to any liability arising or accruing prior to parting with such interest and CML shall produce to the donee a certificate signed by Cambridge Medipark Limited and the Management Company (as applicable) confirming that the provisions of clause 4 of this Deed of Covenant have been complied with or that they do not apply to the disposition (such certificate not to be unreasonably withheld or delayed)

#### 4. Estate Rentcharge

- 4.1 Network Rail HEREBY COVENANTS with CML and as a separate covenant with the Management Company:

(a) To pay an estate rent charge of a peppercorn with effect from the date of this Deed and thereafter with effect from the first date upon which it exercises any rights over the Estate Roads or the Amenity Areas (for the avoidance of doubt this shall not include where any such rights are granted by separate licence by CML and/or the Management Company (with or without others) to Network Rail or those authorised by them to go onto the Medipark to carry out surveys and/or works or otherwise use the Medipark), to pay to the Management Company the Estate Rentcharge hereinafter granted at the time and in the manner herein specified *PROVIDED THAT it is not the intention of the parties that there shall be double recovery as between:*

*(i) the Estate Rentcharge payable pursuant to this Deed of Covenant; and*

*(ii) the two compromise agreements of even date herewith and made respectively between:*

*Cambridge Medipark Limited (1) and Network Rail Infrastructure Limited (2); and*

*the Management Company (1) and Network Rail Infrastructure Limited (2)  
((together "the Compromise Agreements");*

*(iii) any licence granted by CML and/or the Management Company (with or without others) to Network Rail to go onto the Medipark to carry out surveys and/or works or otherwise use the Medipark (the "Licences")*

*(iv) any confirmatory deeds completed in accordance with Clause 3.1 above*

*and so for the avoidance of doubt Network Rail shall not be liable to make payment pursuant to the Estate Rentcharge to the extent that said damage has already been made good pursuant to the Compromise Agreements or the Licences.*

- (b) on every transfer of the Property (or part thereof) 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 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).

#### **4.2 Grant of rentcharge**

In consideration of the covenants on the part of the Management Company hereinafter contained Network Rail HEREBY GRANTS to the Management Company the Estate Rentcharge which, subject to Clause 4.1 of this Deed, is payable as to the Rentcharge Proportion of the Interim Rentcharge Costs by equal instalments on 2 January, 1 April, 1 July and 1 October in each year and as to the Rentcharge Proportion of the Rentcharge Adjustment in accordance with Schedule 1 from the date of this Deed out of the Property in perpetuity. Until the first date upon which Network Rail exercises any rights over the Estate Roads or the Amenity Areas, the Estate Rentcharge payable shall be a peppercorn and from the first date upon which Network Rail exercises any rights over the Estate Roads or the Amenity Areas (for the avoidance of doubt this shall not include where any such rights are granted by a separate licence by CML and/or the Management Company (with or without others) to Network Rail to go onto the Medipark to carry out surveys and/or works or otherwise use the Medipark), the Estate Rentcharge payable shall be as set out in the definition of Estate Rentcharge above.

#### **4.3 Management Company's covenants**

The Management Company HEREBY COVENANTS with Network Rail that the Management Company will subject to the due performance by Network Rail of its obligation to pay the Estate Rentcharge in the manner herein provided perform the services listed in Schedule 1 Part 1 and carry out the obligations on the part of the Management Company set out in Schedule 1 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.

#### **4.4 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:

- 4.4.1 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 1 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 1 Part 2.

**4.4.2 The Management Company shall have the power in its discretion to:**

- (a) place or invest such sums only or any part thereof jointly with other funds on a single account or holding
- (b) place such sums or investments in the name of a nominee
- (c) exercise the same powers of investment in respect of rentcharge monies which are intended for current expenditure and do not represent reserves.

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

**4.6 Recovery of third party contributions**

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

**4.7 CML covenants with Network Rail that it 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 Deed and include without limitation obligations in substantially similar terms to Clause 4 and Schedule 1 of this Deed.**

**4.8 Re-Entry Protection**

All implied rights of CML its successors in title or any party with title paramount to forfeit this Deed are hereby excluded

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

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**6. Governing Law**

This Deed 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.

**7. Jurisdiction**

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

**8. Counterparts**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed

**IN WITNESS WHEREOF** this Deed of Covenant has been executed as a Deed and delivered on the date on the front of this Deed.

**Schedule 1**

**Part 1**

**Management Company Services**

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
  - 2.5 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

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 Property to the point of connection with the main systems all unadopted drainage and sewerage services.
3. To take such steps and implement such procedures as the Management Company (acting reasonably) may consider appropriate to maintain security within the Medipark.
4. To remove any rubbish or refuse deposited within Amenity Areas and the Estate Roads.
5. To keep the Service Channels within or serving the Medipark unobstructed.

6. 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 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 Property or of the Medipark or any part thereof.
7. 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.
8. 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.
9. To produce details of the Management Company's insurances to Network Rail upon reasonable request not more than once in each calendar year
10. To make provision for the payment of all costs and expenses incurred by the Management Company:
  - 10.1 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
  - 10.2 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
  - 10.3 in the preparation and audit of the accounts in respect of the estate rentcharges
  - 10.4 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).
11. 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.

12. 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.

## Part 2

### 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 Part 1 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 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 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 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 Management Company or CML or its servants or agents;
13. Any costs or liability for which Network Rail 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.

### **Part 3**

#### **Accounting Procedures**

1. The Interim Rentcharge Costs shall each consist of a reasonable estimate of the Service Costs for the relevant Rentcharge Year.
2. The Interim Rentcharge Costs in respect of each Rentcharge Year (other than the Interim Rentcharge Costs for the Rentcharge Year or part thereof current at the date of this Deed which has already been assessed) shall be estimated and communicated to Network Rail 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 for such Rentcharge Year and give to Network Rail details of such computations.
4. Subject to Clause 4 of this Deed, Network Rail shall pay the Rentcharge Proportion of the Interim Rentcharge Costs in equal payments in advance on 2 January, 1 April, 1 July and 1 October during each Rentcharge Year.
5. After the end of each Rentcharge Year the Management Company shall ascertain the Rentcharge Adjustment and subject to Clause 4 of this Deed, Network Rail shall pay the Rentcharge Proportion of the Rentcharge Adjustment within 28 working days of written demand.

6. Network Rail shall be allowed against the Estate Rentcharge due from Network Rail for the next following Rentcharge Year or shall within 28 working days of written demand pay as the case may be the Rentcharge Proportion of the Rentcharge Adjustment.
7. The Management Company shall arrange for accounts of the Service Costs in respect of each Rentcharge Year to be prepared and audited promptly and shall supply to Network Rail a copy of such accounts and Network Rail 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.
8. 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 give notice to Network Rail accordingly.
9. As from the date specified in the notice referred to in sub-paragraph 4.4 hereof the reassessed Rentcharge Proportion referred to therein shall be substituted for the Rentcharge Proportion previously adopted for calculation of the Estate Rentcharge.
10. In relation to the Rentcharge Year in which the Rentcharge commences or ends then the liability of Network Rail for Estate Rentcharge shall be limited to a proportionate amount.

#### Appendix 1

##### Service Charge percentage shares areas and estimated charges at the date of this Deed

				2020 Actual		Gross External Planning Area GEPA
Schedule 1 Costs (admin. not payable by CUM)	£	36,833	Total Sqm (Excluding CUM)		197,115	
Schedule 2 Costs (payable by all tenants)	£	333,216	Total Sqm (Phase 2 only)			
Schedule 3 costs (Phase 2 Only)	£	17,940	Total Sqm (Excluding CUM P2)		197,115	
	£	117,955	Total Phase 1 Sqm (Total inc additional plot 9)		245,627	

Item	Schedule 1		Schedule 2		Schedule 3		Annual Charge £	Price per Sq (m)	Sq (m) GEPA
	Chargeable %	Amount £	Chargeable %	Amount £	Chargeable %	Amount £			
Admission Fees (Cum)			45.00%	£ 151,786.26			£ 151,786.26	£ 2.55	60,000
Medical Research Costs	11.78%	£ 39,257	7.61%	£ 29,453.63			£ 34,116.19	£ 1.35	25,268
Insurance	30.26%	£ 1,033,021	11.14%	£ 41,987.78			£ 54,690.50	£ 1.35	39,935
University of Cambridge	11.78%	£ 3,940.62	7.61%	£ 27,992.55			£ 31,401.53	£ 1.35	23,226
Extra Tenants	45.94%	£ 1,536,557	24.57%	£ 91,140.23			£ 1,691,220.60	£ 1.35	80,701
Electricity	5.93%	£ 2,146.65	3.52%	£ 13,400.35	100.00%	£ 17,115	£ 33,457.10	£ 2.91	11,465
Water & Sewerage	8.45%	£ 3,081.17	5.12%	£ 19,151.32			£ 22,384.97	£ 1.35	16,585
	100.00%	£ 3,633,350	100.00%	£ 393,215.55			£ 437,658.65		257,115

EXECUTED as a DEED by NETWORK RAIL INFRASTRUCTURE  
LIMITED acting by its attorney:

[Redacted Signature]

Signature of Signatory acting as attorney for Network Rail Infrastructure Limited

Majlinda Waite

Name (in Capitals) of Signatory acting by a power of attorney dated  
6 March 2023

Signature of witness

[Redacted Signature]

Print name Nicky Cordingley

Address

[Redacted Address]

Occupation Secretariat Business Co-ordinator

I confirm that I was physically present when [Redacted] signed this Deed

**EXECUTED** as a **DEED** by **CBC ESTATE MANAGEMENT LIMITED** in the presence of:

.....  
Signature of Director

.....  
Signature of Director

**EXECUTED** as a **DEED** by **CAMBRIDGE MEDIPARK LIMITED** in the presence of:

.....  
Signature of Director

.....  
Signature of Director



Scott Brownrigg Ltd  
 The above information is for information only and should not be relied upon for any legal or financial purpose. All measurements are to be taken from the centre of the road unless otherwise stated.

- ☐ 1000 Eastway Drive
- ☐ Infrastructure Lease Boundary
- ☐ Infrastructure
- ☐ CDP/ Access Land
- ☐ CDP/ Footpaths
- ☐ CDP/ Land
- ☐ Development Land

Landmark Property (Part)

Map: Phase 2 - Infrastructure Lease Plan 1  
 17/05/2017 10:00:00 AM

Nothing	Easting
1. 254620977	540224999
2. 254620937	540224939
3. 254620920	540224920
4. 254620903	540224903
5. 254620886	540224886
6. 254620869	540224869
7. 254620852	540224852
8. 254620835	540224835
9. 254620818	540224818
10. 254620801	540224801
11. 254620784	540224784
12. 254620767	540224767
13. 254620750	540224750
14. 254620733	540224733
15. 254620716	540224716
16. 254620699	540224699
17. 254620682	540224682

Map: Coordinates are given in Easting and Northing, and are in the UTM  
 projection. The datum is WGS 84.

Nothing	Easting	Northing
1. 254620977	540224999	540224999
2. 254620937	540224939	540224939
3. 254620920	540224920	540224920
4. 254620903	540224903	540224903
5. 254620886	540224886	540224886
6. 254620869	540224869	540224869
7. 254620852	540224852	540224852
8. 254620835	540224835	540224835
9. 254620818	540224818	540224818
10. 254620801	540224801	540224801
11. 254620784	540224784	540224784
12. 254620767	540224767	540224767
13. 254620750	540224750	540224750
14. 254620733	540224733	540224733
15. 254620716	540224716	540224716
16. 254620699	540224699	540224699
17. 254620682	540224682	540224682

SCOTT  
 BROWNRIFF

100000 Infrastructure Lease Plan 1  
 17/05/2017 10:00:00 AM

COUNTRYSIDE & LIBERTY

PHASE 2 CAMBRIDGE BIOMEDICAL  
 CAMPUS

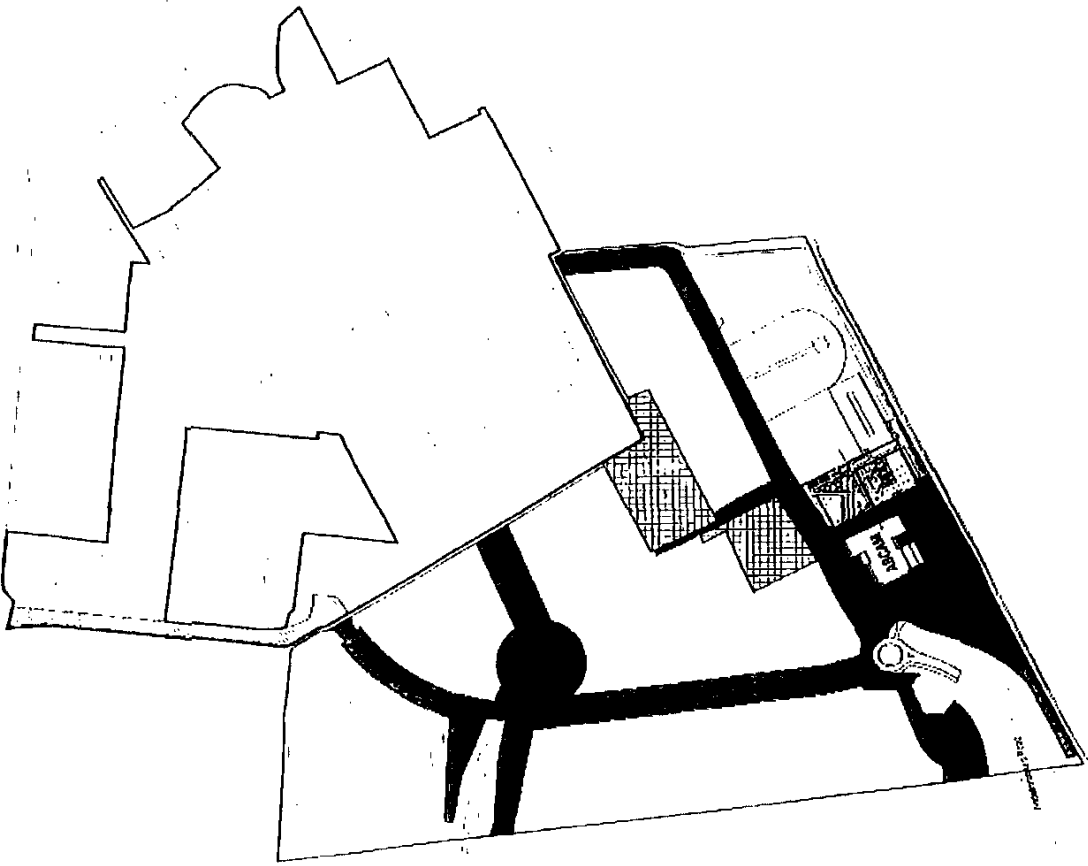
100000 Infrastructure Lease Plan 1

As indicated @A1

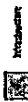
17/05/2017 10:00:00 AM

17/05/2017 10:00:00 AM

17/05/2017 10:00:00 AM



© Scott Brownrigg Ltd  
This document is the property of Scott Brownrigg Ltd and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Scott Brownrigg Ltd.



100% of the total area of the site is to be used for the purposes of the development and is to be used for the purposes of the development.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

SCOTT  
BROWNRIFF

100% of the total area of the site is to be used for the purposes of the development and is to be used for the purposes of the development.

Cambridge Medipark LTD

PHASE 2 CAMBRIDGE BIOMEDICAL  
CAMPUS

PHASE 1 LAND

As indicated @A1 17465

BT921-SBA-SV-XX-074-00220

SD FOR INFORMATION 3

