

[TO BE INSERTED ON NHSPS LETTERHEAD]

To:

The Council of the City of York

West Offices, Station Rise, York YO1 6GA

Nimbuscare Limited

2 Oak Rise, York, England, YO24 4LJ

Lease of the property known as part Ground Floor of Acomb Gables, 2 Oak Rise, Acomb Garth, York YO24 4LJ (“Property”) dated 1 July 2022 made between (1) NHS Property Services Limited and (2) Nimbuscare Limited registered at HM Land Registry with title number NYK496856 (“Lease”)

Notwithstanding the terms of the Lease (including for the avoidance of any doubt but not limited to clauses 20 (Underlettings), 21 (Sharing Occupation), 23 (Prohibition of Other Dealings) and clause 30 (Use)), please accept this letter as formal written consent by NHSPS Property Services Limited to Nimbuscare Limited and The Council of the City of York for:

- a) the grant of a licence to occupy in respect of part of the Property by Nimbuscare Limited to The Council of the City of York in the form attached to this letter (with contracting out provisions) for a licence period from [X] until [X] (unless terminated earlier by The Council of the City of York) (“Licence”)
- b) The Council of the City of York to access and use the Property at all times 24 hours a day seven days a week in accordance with the terms of the Licence (although these are beyond the Permitted Hours as defined in the Lease)
- c) The Council of the City of York to share occupation of the Property with Tees, Esk and Wear Valleys NHS Foundation Trust, York Mind (registered charity number 1006759 and company number 2659442) and York Carers Centre (registered charity number 1127644 and company number 06760783) for the duration of the Licence
- d) [TBC]

NHS Property Services Limited confirms it will not exercise the right to forfeit the Lease due to the grant of the Licence by Nimbuscare Limited to The Council of the City of York

NHS Property Services Limited acknowledges that The Council of the City of York are paying [X] for the Works to be undertaken to the Property and that The Council of the City of York will not be required to remove the Works or contribute toward the costs of removing the Works and reinstating the Property when The Council of the City of York vacates the Property at the end or earlier expiry of the Licence or comply with any of the terms contained in clause 29 of the Lease.

NHSPS intend for this letter to be legally binding.

No one other than a party to this letter shall have any right to enforce any of its terms.

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

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

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

.....

NHS Property Services Limited

We acknowledge receipt and accept the contents of this letter

Signed

Nimbuscare Limited

Date

The Council of the City of York