

DATE:

19th November

2014

THOMAS CHRISTOPHER CLARKE BECKETT
MICHAEL DAVID FULFORD-BROWN
TERESA ANNA CLARKE FULFORD-BROWN

and

PRO-ACTIVE BUSINESS INFORMATION
LIMITED

LEASE

Relating to Unit 2, Plot 5B Terminus Road,
Chichester, West Sussex PO19 8DW

Charles Hill Hubbard
27-28 Southgate
Chichester West Sussex PO19 1ES

Telephone 01243 781000
Facsimile 01243 779390
DX no. 30323 Chichester

PRESCRIBED CLAUSES

LR1. Date of lease

19th November 2014

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX263880

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

THOMAS CHRISTOPHER CLARKE BECKETT of Sparr Farm, Skiff Lane, Wisborough Green, West Sussex RH14 0AA **MICHAEL DAVID FULFORD-BROWN** and **TERESA ANNA CLARKE FULFORD-BROWN** both of Chaff Barn, Eartham, Chichester, West Sussex PO18 0LP

Tenant

PRO-ACTIVE BUSINESS INFORMATION LIMITED (Company Registration No. 03589570) whose registered office is at Inspiration House Rutland Way Chichester West Sussex Po19 7RT

Other parties

None

Guarantor

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 1.12 of this Lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this Lease at clause 1.3 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 as specified in clause 3 of this Lease.

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

The easements as specified in clause 4 of this 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

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Dated

19th November

2014

PARTIES:

- (1) **THOMAS CHRISTOPHER CLARKE BECKETT** of Sparr Farm, Skiff Lane, Wisborough Green, West Sussex RH14 0AA **MICHAEL DAVID FULFORD-BROWN** and **TERESA ANNA CLARKE FULFORD-BROWN** both of Chaff Barn, Eartham, Chichester, West Sussex PO18 0LP (the **Landlord**)
- (2) **PRO-ACTIVE BUSINESS INFORMATION LIMITED** (Company Registration Number 03589570) whose registered office is at Inspiration House Rutland Way Chichester West Sussex PO19 7RT (the **Tenant**)

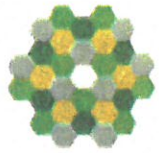
1 DEFINITIONS AND INTERPRETATION

In this document the definitions and rules of interpretation in this clause apply:

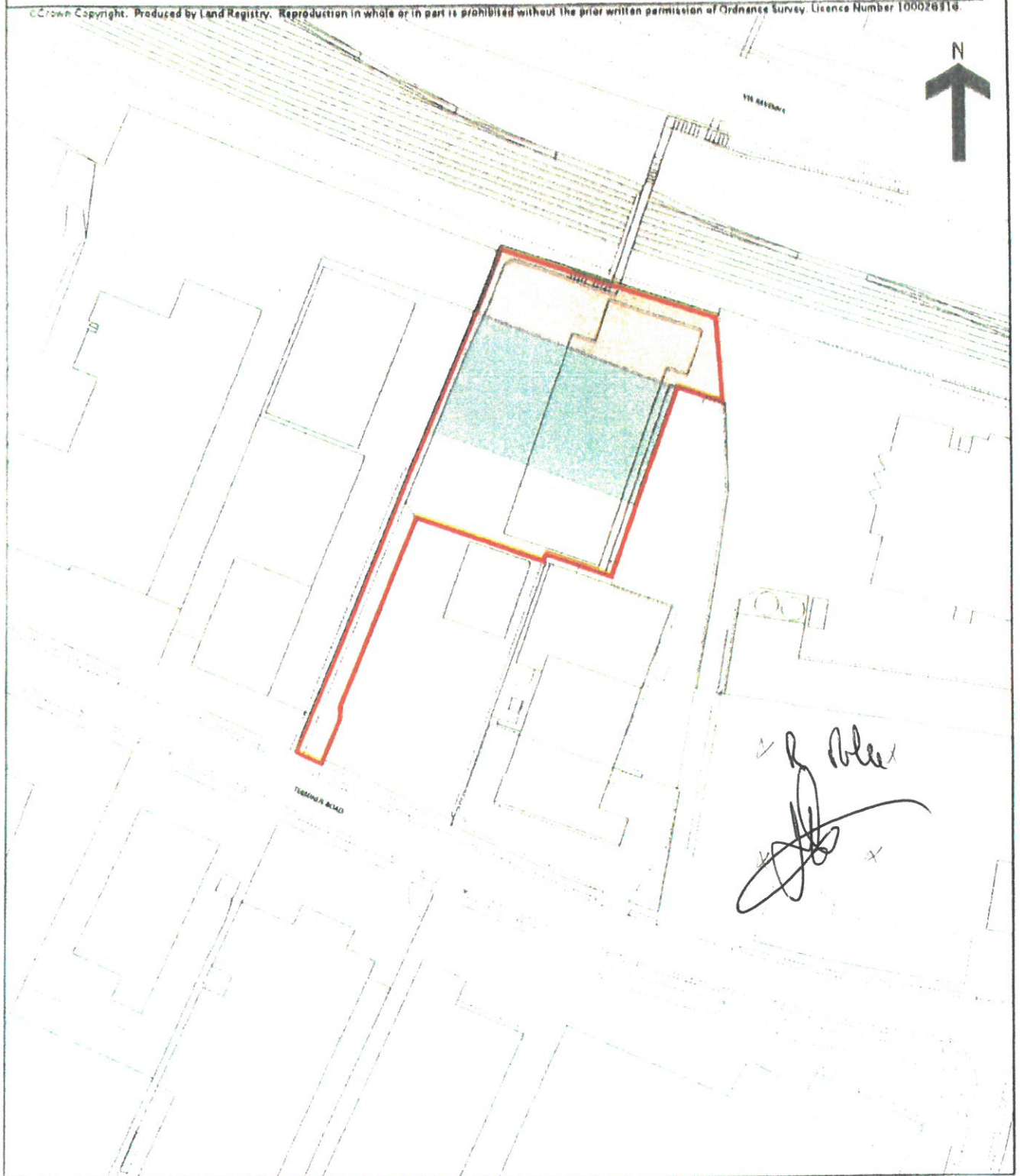
- 1.1 **Access Road:** the road which is shown coloured brown on Plan 2
- 1.2 **Annual Rent:** rent at the rate of Thirty Four Thousand Pounds (£34,000) per annum (exclusive of VAT) for the first five years of the Contractual Term and then as revised pursuant to this Lease.
- 1.3 **Contractual Term:** a term of fifteen years beginning on and including the date of this Lease and ending on and including the 19th November 2029.
- 1.4 **Default Interest Rate:** Four percentage points (4%) above the Interest Rate
- 1.5 **Estate:** Plot 5B Terminus Road, Chichester, West Sussex shown edged in red on Plan 1
- 1.6 **Footpath and Stairwell:** the footpath and stairwell which is shown edged in green on Plan 2
- 1.7 **Insurance Rent:** 31.20 per cent of the aggregate in each year of the:
- (a) gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Estate other than any plate glass for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks including costs of demolition site clearance site protection and shoring-up professionals' and statutory fees and incidental expenses the cost of any work which may

Land Registry
Official copy of
title plan

Title number **WSX263880**
Ordnance Survey map reference **SU8504SW**
Scale **1:1250**
Administrative area **CHICHESTER**



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NOT TO BE USED FOR THE DESIGN. ALL DIMENSIONS RELATIVE TO THE CONTRACTOR OR SUPPLIER'S OWN
 SHALL BE CHECKED AND AGREED BEFORE THE CONTRACTOR AND THE SUB-CONTRACTORS AND
 SUPPLIERS. ALL DIMENSIONS ARE IN MILLIMETERS IF NOT SPECIFIED

7m2

21 No Stone Red Edge
 @400 C/C 25, per site
 18 No Hyperbolic Elements
 @900 C/C 25, per site
 18 No Perforated Composite Elements
 @900 C/C 25, per site

13 No Stone Red Edge
 @400 C/C 25, per site
 18 No Hyperbolic Elements
 @900 C/C 25, per site
 18 No Perforated Composite Elements
 @900 C/C 25, per site

17 No Stone Red Edge
 @400 C/C 25, per site
 18 No Hyperbolic Elements
 @900 C/C 25, per site
 18 No Perforated Composite Elements
 @900 C/C 25, per site

Block paving
 Regular surface material
 Block paving with
 regular surface material
 New reinforced concrete
 Building concrete
 Block paving with
 gravel below
 to rear of building

Area 217m2

Area 671m2
 Total Area unit 1
 1105m2

Area Unit 2
 401m2

Warehouse Unit 1

Warehouse Unit 2

X R M
 (Signature)

B 25/10/02 Building raised 300mm over
 A 26/12/02 New post detail lighting
 Height 10m above

SECTION LTD
 COMMERCIAL ROAD
 CONCESSION
 SITE LAYOUT
 PLAN
 15/10/02 Drawn by
 1:100 @ A2
 04/12/02
 RASH & PARTNERS LIMITED
 Suite 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

NASH
 ARCHITECTS
 SURVEYORS
 TOWN PLANNERS
 PROJECT MANAGERS
 PROPERTY CONSULTANTS

be required under any law and VAT in respect of all those costs fees and expenses; and

(ii) loss of Annual Rent from the Estate for three (3) years; and

(b) any insurance premium tax payable on the above

- 1.8 **Insured Risks:** means fire explosion lightning earthquake storm flood bursting and overflowing of water tanks apparatus or pipes impact by aircraft and articles dropped from them impact by vehicles riot civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks
- 1.9 **Interest Rate:** interest at the base lending rate from time to time of Barclays Bank Plc or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord
- 1.10 **Permitted Use:** Use for any purpose which at the date of this Lease falls within paragraphs (b) or (c) of Class B1 or Class B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (with no retail sales or office use except where ancillary to the principal use)
- 1.11 **Plan 1:** the plan attached to this Lease and numbered Plan 1
Plan 2: the plan attached to this Lease and numbered Plan 2
- 1.12 **Property:** Unit 2, Plot 5B Terminus Road, Chichester, West Sussex PO19 8DW shown edged red on Plan 2 and including one half of the northern wall of Unit 2 but excluding any Service Media in, on, under or over that unit that are used by that unit in common with any other part of the Estate and excluding the CCTV camera in the position shown marked A on Plan 2 and the security light in the position shown marked B on Plan 2
- 1.13 **Rent Commencement Date:** 19th May 2015
- 1.14 **Rent Payment Dates:** 25th March, 24th June, 29th September and 25th December
- 1.15 **Review Dates:** 19th November 2019 and 19th November 2024
- 1.16 **Service Media:** all media for the supply or removal of heat electricity gas water sewage energy telecommunications data and all other services and utilities and all structures machinery and equipment ancillary to those media

- 1.17 **Superior Lease:** means the Lease dated 1st March 2002 and made between the District Council of Chichester of the one part and Amberley House Investments Limited of the other part
- 1.18 **Third Party Rights:** all rights covenants and restrictions affecting the Estate including the matters contained or referred to in the Property and Charges Register of the Landlord's leasehold title registered at HM Land Registry under Title Number WSX263880
- 1.19 **VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax
- 1.20 **1954 Act:** Landlord and Tenant Act 1954
- 1.21 A reference to this **Lease** except a reference to the date of this Lease or to the grant of this Lease is a reference to this deed and any deed licence consent approval or other instrument supplemental to it
- 1.22 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement
- 1.23 In relation to any payment a reference to a **fair proportion** is to a fair proportion of the total amount payable determined conclusively (except as to questions of law) by the Landlord (acting reasonably)
- 1.24 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995
- 1.25 Unless the context otherwise requires references to the **Estate** and the **Property** are to the whole and any part of them or it
- 1.26 The expression **neighbouring property** does not include the Estate
- 1.27 A reference to the **term** is to the Contractual Term
- 1.28 A reference to the **end of the term** is to the end of the term however it ends
- 1.29 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 38.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 38.5

- 1.30 A **working day** is any day which is not a Saturday a Sunday a bank holiday or a public holiday in England
- 1.31 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment extension application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders notices codes of practice and guidance made under it
- 1.32 A reference to laws in general is to all local national and directly applicable supra-national laws in force for the time being taking account of any amendment extension application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders notices codes of practice and guidance made under them
- 1.33 Any obligation in this Lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person
- 1.34 Unless the context otherwise requires where the words **include(s)** or **including** are used in this Lease they are deemed to have the words "without limitation" following them
- 1.35 A **person** includes a corporate or unincorporated body
- 1.36 References to **writing** or **written** do not include email.
- 1.37 Except where a contrary intention appears a reference to a clause or Schedule is a reference to a clause of or Schedule to this Lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule
- 1.38 Clause Schedule and paragraph headings do not affect the interpretation of this Lease

2 GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term
- 2.2 The grant is made together with the ancillary rights set out in clause 3 excepting and reserving to the Landlord the rights set out in clause 4 and subject to the Third Party Rights
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;

- (b) the Insurance Rent;
- (c) all interest payable under this Lease; and
- (d) all other sums due under this Lease

3 ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to use and connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property
 - (b) the right to pass and repass with or without vehicles over the Access Road
 - (c) the right of entry onto the estate for the purpose of maintaining any Service Media that serve the Property
 - (d) the right of support for the Property from the Estate
- 3.2 The Rights are granted in common with the Landlord and any superior landlord and any other person authorised by the Landlord or any superior landlord
- 3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not do anything that may interfere with any Third Party Right
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 28.1
- 3.5 The Tenant shall comply with all laws relating to its use of the Service Media and the Access Road pursuant to the Rights
- 3.6 In relation to the Rights the Landlord may at its discretion re-route or replace any such Service Media and the Rights shall then apply in relation to the Service Media as re-routed or replaced
- 3.7 Except as mentioned in this clause 3 neither the grant of this Lease nor anything in it confers any right over the remainder of the Estate or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Estate or any neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this Lease

4 RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the Estate and to the extent possible for the benefit of any neighbouring property in which the Landlord acquires an interest during the term (the **Reservations**):

- (a) rights of light air support and protection as those rights are capable of being enjoyed at any time during the term
- (b) the right to use and to connect into Service Media at but not forming part of the Property; the right to install and construct Service Media at the Property to serve any part of the Estate or any neighbouring property (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph
- (c) the right to develop any part of the Estate (other than the Property) or any neighbouring property (whether or not belonging to the Landlord);
- (d) the right to build on or into any boundary of the Property;
- (e) the right to re-route and replace any Service Media over which the Rights are exercised
- (f) the right to erect scaffolding at the Property or otherwise on the Estate and attach it to any building on the Property in connection with any of the other Reservations but not so that such scaffolding shall obstruct or interfere with the Tenant's use of the Property or their means of access to it
- (g) the right to enter the Property:
 - (i) to repair maintain install construct re-route or replace any Service Media or structure relating to any of the Reservations; or
 - (ii) for any other purpose mentioned in this Lease; or
 - (iii) for any other purpose connected with this Lease or with the Landlord's interest in the Property the Estate or any neighbouring property
- (h) a right of access onto the Property for the purposes of maintaining and repairing the CCTV camera and security light that are in the positions marked A and B on Plan 2

- 4.2 The Reservations may be exercised by the Landlord and any superior landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord or any superior landlord
- 4.3 The Reservations may be exercised notwithstanding that any works carried out in connection with the exercise of those rights result in a reduction in the flow of light or air to the Property or loss of amenity for the Property
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property to do so with their workers contractors agents and professional advisors and to enter the Property at any reasonable time (whether or not during usual business hours) and except in the case of an emergency after having given reasonable notice (which need not be in writing) to the Tenant
- 4.5 No one exercising any of the Reservations nor its workers contractors agents and professional advisors shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss damage injury nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
- (a) physical damage to the Property; or
 - (b) any loss damage injury nuisance or inconvenience in relation to which the law prevents the Landlord excluding liability
- 14.6 The Landlord shall make good without delay any damage or injury to the Property caused by or as a result of the exercise of the Reservations

5 THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms

6 THE ANNUAL RENT

- 6.1 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. The payments shall be made by banker's standing order if the Landlord requires at any time by giving notice to the Tenant

- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion calculated on a daily basis in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date

7 REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.

- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:

- (1) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and
- (2) the open market rent agreed or determined pursuant to this clause.

- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

- (1) in the open market;
- (2) at the relevant Review Date;
- (3) on the assumptions listed in clause 7.5;
- (4) disregarding the matters listed in clause 7.6.

- 7.5 The assumptions are:

- (1) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee (which may be the Tenant);
 - (ii) as a whole;
 - (iii) with vacant possession
 - (iv) without a fine or a premium;

- (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date;
 - (vi) otherwise on the terms of this Lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent
- (2) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date to reflect the need to fit out the Property;
 - (3) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this Lease;
 - (4) the Landlord and the Tenant have fully complied with their obligations in this Lease;
 - (5) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - (6) no work has been carried out on the Property or on the Estate that has diminished the rental value of the Property;
 - (7) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - (8) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (1) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (2) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (3) any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this Lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and

authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);

- (4) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
 - (5) any statutory restriction on rents or the right to recover them.
- 7.7 The Landlord and the Tenant may appoint an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The Landlord or the Tenant may apply to the President for an independent valuer to be appointed at any time after the date which is three months before the relevant Review Date. The independent valuer shall be an associate or fellow of the Royal Institution of Chartered Surveyors.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator.
- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representation to the Surveyor and to make comments - representations commenting on the representations of the other party to the Surveyor
- 7.10 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either party does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the other party may pay that part and the amount it pays shall be a debt due and payable on demand to the other party. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (1) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (2) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

7.13 Time shall not be of the essence for the purposes of this clause.

7.14 No guarantor shall have any right to participate in the review of the Annual Rent.

7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this Lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8 INSURANCE

8.1 Subject to clause 8.2 the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant

8.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions limitations excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord

8.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

- (c) any reasonable costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes but not more than once in any three year period

8.4 The Tenant shall:

- (a) give the Landlord notice immediately it becomes aware of any matter which occurs which any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property become void or voidable or otherwise prejudiced or the payment of any policy money may be withheld nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property) but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay by reason of any act or omission of the Tenant or any undertenant their workers contractors or agents or any person at the Estate with the actual or implied authority of any of them

8.5 The Landlord shall subject to obtaining all necessary planning and other consents use all insurance money received (other than for loss of rent) in connection with any damage to the Property to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property as the case may be. The Landlord shall not be obliged to:

- (a) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7

8.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Access Road is damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unuseable then unless the policy of insurance in relation to the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant any undertenant or their respective workers contractors or agents or any other person on the Property with the actual or implied authority of any of them payment of the Annual Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended until the Property has been reinstated and made fit for occupation and use or the Access Road has been reinstated so as to make the Property accessible or useable (as the case may be) or until the end of three years from the date of damage or destruction if sooner and any dispute in connection with this clause shall be referred to arbitration pursuant to the Arbitration Act 1996

8.7 If following damage to or destruction of the Property the Landlord considers that it is impossible or impractical to reinstate the Property the Landlord may within twelve months of the date of damage or destruction terminate this Lease by giving notice to the Tenant. On giving notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord

8.8 The Tenant may terminate this Lease by giving notice to the Landlord if, following damage or destruction of the Property or the Access Road by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Access Road has not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9 RATES AND TAXES

9.1 The Tenant shall pay all present and future rates taxes and other impositions payable in respect of the Property its use and any works carried out there other than:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or

(b) any taxes other than VAT and insurance premium tax payable by the Landlord by reason of the receipt of any of the rents due under this Lease

9.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list without the approval of the Landlord (not to be unreasonably withheld)

9.3 If after the end of the term the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost

10 UTILITIES

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity gas water sewage telecommunications data and other services and utilities to or from the Property

10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities

11 COMMON ITEMS

11.1 The Tenant shall pay the Landlord on demand 31.20 per cent of all costs payable by the Landlord for the maintenance repair lighting cleaning and renewal of all Service Media, the Access Road, the security gates, the Footpath and Stairwell, perimeter fencing, boundary walls, structures and other items not on the Property but used or capable of being used by the Property in common with other land

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, the Access Road, the security gates, the Footpath and Stairwell, perimeter fencing, boundary walls, structures or other items

12 VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or if earlier the date on which that supply is made for VAT purposes

- 12.2 Every obligation on the Tenant under or in connection with this Lease to pay refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay refund or indemnify against any VAT or an amount equal to any VAT chargeable in respect of it
- 12.3 The Landlord will supply a valid VAT invoice to the Tenant in respect of any taxable supply by the Landlord

13 DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this Lease has not been paid within 14 days of the date it is due whether in the case of Annual Rent it has been formally demanded or not the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment
- 13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease then the Tenant shall when that amount is accepted by the Landlord also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord

14 COSTS

- 14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with:
- (a) the enforcement of the tenant covenants of this Lease;
 - (b) serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this Lease; and
 - (e) any consent or approval applied for under this Lease whether or not it is granted (unless the consent or approval is unreasonably withheld by the

Landlord in circumstances where the Landlord is not unreasonably to withhold it)

- 14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis

15 COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded except to the extent that the legislation prevents that right being excluded

16 NO DEDUCTION COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this Lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction counterclaim or set-off

17 ASSIGNMENTS

- 17.1 The Tenant shall not assign the whole of this Lease without the consent of the Landlord such consent not to be unreasonably withheld or delayed
- 17.2 The Tenant shall not assign part only of this Lease
- 17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this Lease) enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this Lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

- (iii) imposes principal debtor liability on the assignor (and any former tenant);
 - (iv) requires (in the event of a disclaimer of liability of this Lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that if reasonably required by the Landlord a person of standing reasonably acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this Lease in the form set out in the Schedule 1 (but with such amendments and additions as the Landlord may reasonably require)
- 17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent due under this Lease is outstanding
- 17.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so

18 UNDERLETTINGS

- 18.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.
- 18.2 The Tenant shall not underlet part only of the Property
- 18.3 The Tenant shall not underlet the Property:
- (a) together with any property or any right over property that is not included within this lease;
 - (b) at a fine or premium or reverse premium; nor
 - (c) allowing any rent free period to the undertenant in excess of three months
- 18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease; and
- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

18.5 Any underletting by the Tenant shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet;
- (c) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this Lease; and
- (d) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this Lease,

and shall otherwise be consistent with and include tenant covenants no less onerous than those in this Lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

18.6 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease.

19 SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the 1954 Act) as the Tenant for

as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement

20 CHARGING

- 20.1 The Tenant shall not charge the whole of this Lease without the consent of the Landlord such consent not to be unreasonably withheld or delayed
- 20.2 The Tenant shall not charge part only of this Lease

21 PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this Lease the Tenant shall not assign underlet charge part with or share possession or share occupation of this Lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this Lease at the Land Registry or by reason only of joint legal ownership)

22 REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

22.1 In this clause a **Transaction** is:

- (a) any dealing with this Lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this Lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property

22.2 In respect of every Transaction that is registrable at Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by the Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title)

22.3 No later than one month after a Transaction the Tenant shall:-

- (a) give the Landlord's solicitors notice of the Transaction;

(b) deliver a certified copy of any documents effecting the Transaction to the Landlord's solicitors

(c) pay the Landlord's solicitors a registration fee of £50.00 plus VAT

22.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it

22.5 The Tenant shall promptly following completion of this Lease apply to register it at the Land Registry and shall deal with any requisitions raised by the Land Registry promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title and Title plan

23 REPAIRS AND DECORATION

23.1 The Tenant shall keep the Property in good and substantial repair and condition provided always that the Tenant shall not be required to put or keep the Property in any better state of repair or condition than it is in at the date of this Lease as evidenced by the attached Schedule of Condition

23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant any undertenant or their respective workers contractors or agents or any person on the Property with the actual or implied authority of any of them; or

(b) the insurance cover in relation to that disrepair is excluded limited is unavailable or has not been extended as mentioned in clause 8.2

23.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary

23.4 The Tenant shall replace any plate glass or other window that becomes cracked or broken as soon as possible

23.5 The Tenant shall decorate

(a) the exterior of the Property in the fifth year and in the tenth year of the Lease and in the last three months before the end of the term

- (b) the inside of the Property in the fifth year and in the tenth year of the Lease and in the last three months before the end of the term

- 23.6 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work
- 23.7 All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord
- 23.8 The Tenant shall replace from time to time the Landlord's fixtures and fittings in the Property which may be or become beyond repair at any time during or at the end of the term with fixtures and fittings of similar type and of no less quality
- 23.9 The Tenant shall keep any part of the Property not built upon adequately surfaced in good condition and free from weeds

24 ALTERATIONS

- 24.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property
- 24.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed provided that the Tenant shall be permitted to install some additional category 5 lighting and power points and extend the phase 3 power to the mezzanine as shown on the attached schedule of works pursuant to all necessary consents and regulations and to the reasonable satisfaction and approval of the Landlord's surveyor provided that if so required by the Landlord by notice served on the Tenant no later than three months prior to the end of the term the Tenant shall be required to reinstate these works to the reasonable satisfaction and approval of the Landlord surveyor
- 24.3 The Tenant shall not make any internal non-structural alteration to the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed provided that the Tenant shall be permitted to remove the stud partitioned wall between the two large offices on the mezzanine at the Property pursuant to all necessary consents and regulations and to the reasonable satisfaction and approval of the Landlord's surveyor provided that if so required by the Landlord by notice served on the Tenant no later than three months prior to the end of the term the Tenant shall be required to reinstate the stud partitioned wall to the reasonable satisfaction and approval of the Landlord surveyor

25 SIGNS

- 25.1 In this clause **Signs** include signs fascia placards boards posters and advertisements
- 25.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the consent of the Landlord such consent not to be unreasonably withheld or delayed
- 25.3 Before the end of the term the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal

26 RETURNING THE PROPERTY TO THE LANDLORD

- 26.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this Lease
- 26.2 Subject to clause 24 the Tenant shall remove items it has fixed to the Property remove any alterations it has made to the Property and make good any damage caused to the Property by that removal
- 26.3 At the end of the term the Tenant shall remove from the Property all chattels belonging to or used by it
- 26.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than Ten (10) working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal

27 USE

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use
- 27.2 The Tenant shall keep any part of the Property not built upon free of litter waste and refuse and shall not store or deposit any rubbish or refuse at the Property except in proper receptacles and whilst awaiting collection
- 27.3 The Tenant shall not park or keep any caravans trailers crates boxes materials equipment or any other unsightly items on any part of the Property which is not built upon
- 27.4 The Tenant shall not cause any obstruction to the Access Road

- 27.5 The Tenant shall use any part of the Property not built upon only for the purposes for which it was designed or specified on Plan 2
- 27.6 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss damage injury nuisance or inconvenience to the Landlord the other tenants or occupiers of the Estate or any owner or occupier of neighbouring property
- 27.7 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property

28 MANAGEMENT OF THE ESTATE

- 28.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the management of the Estate
- 28.2 Nothing in this Lease shall impose or be deemed to impose any restriction on the use of any other part of the Estate or any neighbouring property

29 COMPLIANCE WITH LAWS

- 29.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use of all Service Media and machinery and equipment at or serving the Property;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property
- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier
- 29.3 Within Five (5) working days after receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and

- (b) in so far as it relates to the Property take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require

- 29.4 The Tenant shall not apply for planning permission for the Property without the Landlord's consent, such consent not to be unreasonably withheld or delayed
- 29.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 2007 apply without the consent of the Landlord. Such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this Lease
- 29.6 The Tenant shall maintain the health and safety file for the Property in accordance with the Construction (Design and Management) Regulations 2007 and shall give it to the Landlord at the end of the term
- 29.7 As soon as the Tenant becomes aware of any defect in the Property it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease
- 29.8 The Tenant shall keep the Property equipped with all fire prevention detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery equipment and alarms properly maintained and available for inspection

30 ENCROACHMENTS OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 30.1 The Tenant shall not grant any right or licence over the Property to any person
- 30.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property the Tenant shall:
 - (a) immediately give notice to the Landlord; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires (but at the Landlord's cost) to prevent or license the continuation of that encroachment or action
- 30.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Estate nor obstruct any means of access to the Property or the Estate

30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of access to the Property or the Estate is enjoyed with the consent of any third party

30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

(a) immediately notify the Landlord; and

(b) take all steps (including proceedings) the Landlord reasonably requires (but at the Landlord's cost) to prevent or secure the removal of the obstruction

31 REMEDY BREACHES

31.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property

31.2 If the Tenant has not begun any works needed to remedy that breach within Two (2) months following that notice (or if works are required as a matter of emergency then immediately) or if the Tenant is not carrying out the works with all due speed then the Landlord may enter the Property and carry out the works needed

31.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand

31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights including those under clause 35

32 INDEMNITY

32.1 The Tenant shall keep the Landlord indemnified against all expenses costs claims damage and loss (including any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) arising from any breach of any tenant covenants in this Lease or any act or omission of the Tenant any undertenant or their respective workers contractors or agents or any other person on the Property or any other part of the Estate with the actual or implied authority of any of them

33 SUPERIOR LEASE

The Tenant shall observe and perform the covenants and conditions on the part of the lessee contained in the Superior Lease (except the obligation to pay rent) so far as the

same relate to the Property and shall indemnify the Landlord against all damages costs and expenses incurred by reason of any breach or non-observance

34 LANDLORD'S COVENANTS

- 34.1 The Landlord covenants with the Tenant that so long as the Tenant pays the rents reserved by and complies with its obligations in this Lease the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord or title paramount
- 34.2 The Landlord covenants to pay the rents reserved by the Superior Lease and discharge the tenant's covenants in it in so far as they do not have to be performed by the Tenant
- 34.3 Subject to the Tenant paying the contribution towards the cost of common items as referred to in clause 11.1 the Landlord covenants with the Tenant to use reasonable endeavours to repair and maintain the Access Road, the security gates, the Footpath and Stairwell, perimeter fencing, boundary walls and any Service Media in, on, under or over the Property that are used by the Property in common with any other part of the Estate. The Landlord shall not be liable for any interruption in, or disruption to, the use of the Access Road, the security gates, the Footpath and Stairwell, perimeter fencing, boundary walls or any Service Media for any reason that is outside the reasonable control of the Landlord but shall take all reasonable steps to ensure the Access Road is useable at all times

35 CONDITION FOR RE-ENTRY

- 35.1 The Landlord may re-enter the Property at any time after any of the following occurs:
- (a) any rent is unpaid Twenty One (21) days after becoming payable whether it has been formally demanded or not;
 - (b) any breach of any condition of or tenant covenant in this Lease;
 - (c) where the Tenant or any guarantor is a corporation:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
 - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or

- (iii) the giving of any notice of intention to appoint an administrator or the filing at court of the prescribed documents in connection with the appointment of an administrator or the appointment of an administrator in any case in relation to the tenant or the guarantor; or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant or guarantor except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or
 - (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
 - (viii) the Tenant or guarantor otherwise ceasing to exist
- (d) where the Tenant or any guarantor is an individual:
- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
 - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor

35.2 If the Landlord re-enters the Property pursuant to this clause this Lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor

36 LIABILITY

36.1 At any time when the Landlord the Tenant or a guarantor is more than one person then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this Lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them

36.2 The obligations of the Tenant and any guarantor arising by virtue of this Lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant

36.3 In any case where the facts are or should reasonably be known to the Tenant the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time

37 ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

37.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this Lease and supersedes any previous agreement between the parties relating to the transaction

37.2 The Tenant acknowledges that in entering into this Lease it has not relied on nor shall have any remedy in respect of any statement or representation made by or on behalf of the Landlord save for replies to enquiries contained or referred to in correspondence from the Landlord's solicitors

37.3 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

37.4 Nothing in this clause shall however operate to limit or exclude any liability for fraud

38 NOTICES CONSENTS AND APPROVALS

38.1 Except where this Lease specifically states that a notice need not be in writing or where notice is given in an emergency any notice given pursuant to this Lease shall be in writing

38.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post

38.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease

38.4 Where the consent of the Landlord is required under this Lease a consent shall only be valid if it is given by deed unless:

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and

- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case

If a waiver is given it shall not affect the requirement for a deed for any other consent

- 38.5 Where the approval of the Landlord is required under this Lease an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

- (a) the approval is being given in a case of emergency; or

- (b) this Lease expressly states that the approval need not be in writing

- 38.6 If the Landlord gives a consent or approval under this Lease the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained nor shall it obviate the need to obtain any consent or approval from a third party

- 38.7 Any provision requiring the consent of the Landlord shall be deemed to require also the consent of any superior landlord

39 GOVERNING LAW AND JURISDICTION

- 39.1 This lease shall be governed by and construed in accordance with the law of England and Wales

- 39.2 The Landlord the Tenant the Guarantor and any other guarantor irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Lease or the legal relationships established by it

40 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this Lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act

41 LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

42 GUARANTEE AND INDEMNITY

- 42.1 The provisions of Schedule 1 apply

- 42.2 If any of the events mentioned in clause 35.1(c) occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 35.1(d) occurs in relation to one or more individuals that is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this Lease in the same form as that entered into by the former guarantor
- 42.3 For so long as any guarantor remains liable to the Landlord the Tenant shall if the Landlord requests procure that that guarantor joins in any consent or approval required under this Lease and consents to any variation of the tenant covenants of this Lease

43 EXCLUSION OF SECTIONS 24-28 OF THE 1954 ACT

43.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease before this Lease was entered into;
- (b) *Adam Nade* who was duly authorised to do so made a statutory declaration dated *17th November* 2014 in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

43.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

44 TENANT'S BREAK CLAUSE

If the Tenant wishes to determine this Lease on the *18th November* 2019 or the *18th November* 2024 (the relevant date being hereinafter called "the determination date") it shall give to the Landlord not less than six months previous notice in writing (time being of the essence) and provided the Tenant shall up to the determination date have paid the Annual Rent and on the determination date shall not be in occupation of any part of the Property and there shall not be any continuing sublease of the Property then in such case this Lease and everything herein contained shall cease and determine on the determination date but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained. In the event of this lease being determined under this clause 44 then the Landlord shall forthwith repay to the Tenant any Annual

Rent or Insurance Rent paid by the Tenant in respect of any period following the determination date

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Schedule 1

Guarantee and Indemnity

1 Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2 Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3 Variations and supplemental documents

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
- (a) the variation is material or prejudicial to the Guarantor; or
 - (b) the variation is made in any document; or
 - (c) the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4 Guarantor to take a new lease or make payment

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six (6) months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:
- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - (b) be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
 - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it; and

(d) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one (1) month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six (6) months Annual Rent and the Guarantor shall pay that amount on demand.

5 Payments in gross and restrictions on the Guarantor

5.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

5.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

5.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

6 Other securities

6.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant

to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

- 6.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 6.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

EXECUTED as a DEED by
**PRO-ACTIVE BUSINESS
INFORMATION LIMITED**
acting by:

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)
)
A. N. Nille
Director
Director/Secretary