

DATED the 4th day of August 2015

ML & S MARTIN LYNCH & SONS
PENSION SCHEME

-and-

ML & S MARTIN
LYNCH & SONS
LIMITED

LEASE
of
Wessex House
Drake Avenue
Staines Upon Thames
Surrey
TW18 2AP

Somers & Blake
49b Boston Road
Hanwell
London
W7 3SH

- 1.9 Interest Rate 4% per year above the base lending rate of Barclays Bank Plc or such other bank as the Landlord may from time to time nominate in writing
- 1.10 Permitted User For storage and distribution and auxiliary office use falling within Class B1 and B8 of the Town and Country Planning (Use Classes (Amendment) England) Order 2005 as the Landlord shall time to time approve (such approval not to be unreasonably withheld or delayed)
- 1.11 Exterior Decorating
Years Every third year of the Term
- 1.12 Internal Decorating
Years Every fifth year of the Term

2 Definitions

- 2.1 For all purposes of this Lease the terms defined in Clauses 1 and 2 have the meanings specified
- 2.2 'Building' means the building or buildings now or at any time during the Term erected on the whole or part of the Premises
- 2.3 "the Insurance Rent" means the sums which the Landlord shall from time to time pay by way of premium:
- 2.3:1 for insuring the Premises (including insuring for loss of Rent) in accordance with his obligations contained in this Lease and
- 2.3:2 for insuring in such amount and on such terms as the Landlord shall consider appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the premises
- 2.4 'Insured Risks' means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles (provided cover is available on terms acceptable to the Landlord) and such other risks as the Landlord from time to time in its absolute discretion may think fit to insure against
- 2.5 "Interest" means interest during the period from the date on which the payments is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or should the base rate referred to in Clause 1.9 cease to exist such other rate of interest as is most closely comparable with the Interest Rate to be agreed between the Parties or in default of agreement to be determined by the Surveyor acting as an expert and not as an arbitrator
- 2.6. "the 1954 Act" means the Landlord and Tenant Act 1954 and all statutes regulations and orders included by virtue of Clause 3.14

- 2.7 "Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixing louvres cowls and any other ancillary apparatus which are in on or under or which serve the Premises
- 2.8 'the Plan' means the plan or plans annexed to this Lease
- 2.9 'the Planning Acts' means the Town and Country Planning Act 1990 the Planning (listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and all statutes regulations and orders included by virtue of Clause 3.14
- 2.10 "Rent" means the Initial Rent and rent ascertained in accordance with Clause 9 and such term does not include the Insurance Rent but the term 'rents' includes both the Rent and the Insurance Rent
- 2.11 "The User Covenants" means the covenants set out in the Second Schedule
- 2.12 "Surveyor" means any person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this Lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act and including also the person or firm appointed by the Landlord to collect the rents)
- 2.13 "VAT" means Value Added Tax or other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT

3 Interpretation

- 3.1 The expression 'the Landlord' and 'the Tenant' wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioner (and any superior landlords) at any time
- 3.2 Where the Landlord the Tenant or the Guarantor for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 The expression 'Guarantor' includes not only the person referred to in Clause 1.1:3 (if any) but also any person who enters into covenants with the Landlord pursuant to Clauses 5.9:5 or 5.22
- 3.5 The expression 'the Premises' includes:
- 3.5:1 the Building including the foundations thereof
 - 3.5:2 all additions and improvements to the Premises
 - 3.5:3 all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises
 - 3.5:4 all Pipes in on under or over the Premises and

- 3.5:5 all walls and fences forming the boundaries of the Premises but such expression includes no air space above the height of the top of the Building and references to 'the Premises' in the absence of any provision to the contrary include any part of the Premises
- 3.6 The expression 'the Term' includes the Contractual Term and any period of lawful holding over or extension or continuance of the Contractual Term whether by statute or common law
- 3.7 References to 'the last year of the Term' include the last year of the Term if the Term shall determine otherwise than by effluxion of time and reference to 'the expiration of the Term' include such other determination of the Term
- 3.8 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises and to all persons authorised by the Landlord and any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 3.9 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 3.10 Any provisions in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent or approval
- 3.11 References to 'consent of the Landlord' or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord

- 3.12 The terms 'the parties' or 'party' mean the Landlord and/or the Tenant but except where there is an express indication to the contrary exclude the Guarantor
- 3.13 'Development' has the meaning given by the Town and Country Planning Act 1990 Section 55
- 3.14 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' or 'statutes' includes any regulations or orders made under such statute or statutes
- 3.15 References shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered
- 3.16 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

4. Demise

The Landlord demises to the Tenant the Premises EXCEPTING AND RESERVING to the Landlord the rights specified in the First Schedule TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING to the Landlord:

- 4.1 From and including the Rent Commencement Date until the first Review Date the Initial Rent and during each successive Review Date a rent equal to the rent previously payable hereunder or such Revised Rent as may be ascertained as herein provided whichever is the greater without any deduction by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first such payment for the period from and including the Rent Commencement Date to and including the day before the quarter day next after the Rent Commencement Date to be paid on the date of this Lease and

4.2 By way of further rent the Insurance Rent payable on demand in accordance with Clause 7

5 The Tenant's covenants

The Tenant covenants with the Landlord:

5.1 Rent

5.1:1 to pay the rents on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

5.1:2 is so required in writing by the Landlord to make such payments by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord may from time to time nominate

5.2 Outgoings and VAT

To pay and to indemnify the Landlord against:

5.2:1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them and if the Landlord shall suffer any loss or rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord and

5.2:2 VAT which may from time to time be charged on rents or other sums payable by the Tenant under this Lease

5.3 Electricity gas and other services consumed

To pay to the suppliers and to indemnify the Landlord against all charges for electricity gas and other services consumed or used at or in relation to the Premises {including meter rents)

5.4 Repair cleaning decoration etc

5.4:1 To repair the Premises and keep them in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

5.4:2 To replace from time to time the Landlord's fixtures and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term

5.4:3 To clean the Premises and keep them in a clean condition

5.4:4 To keep any part of the Premises which may not be built upon ('the Open Land') adequately surfaced in good condition and free from weeds and all landscaped areas properly cultivated

5.4:5 Not to bring keep store stack or lay out upon the Open Land any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Premises or the area generally

5.4:6 Not to deposit or permit to be deposited any waste rubbish or refuse on the Open Land

5.4:7 Not to keep or store on the Open Land any vehicle caravan or moveable dwelling

5.4:8 Not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials

5.4:9 In each of the Exterior Decorating Years and in the last year of the Term to redecorate the exterior of the Building and in each of the Interior Decorating Years and in the last year of the Term to redecorate the interior of the Building in both instances in a good and workmanlike manner and with appropriate materials of good quality to the satisfaction of the Surveyor any change in the tints colours and patterns of such decoration to be approved by the Landlord

5.4:10 Where the use of Pipes boundary structures or other things is common to the Premises and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Pipes or other things

5.5. Waste and alterations

5.5:1 Not to

5.5:1.1 commit any waste

5.5:1.2 make any addition to the Premises

5.5:1.3 unite the Premises with any adjoining premises

5.5:1.4 make any alteration to the Premises save internal non-structural alterations as permitted by the following provisions of this clause

5.5:2 Not to make internal non-structural alterations to the Building without:

5.5:2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority

in respect of such consents

5.5:2.2 making an application to the Landlord supported by drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession {who shall supervise the work throughout to completion).

5.5:2.3 paying the fees of the Landlord any superior landlord any mortgagee and their respective professional advisers and

5.5:2.4 entering into such covenants as the Landlord may require as to the execution and reinstatement of the alterations and in the case of any works of a substantial nature the Landlord may require prior to the commencement of such works the provision by the Tenant of adequate security in the form of a deposit of money or the provision of a bond as assurance to the Landlord that any works which may from time to time be permitted by the Landlord shall be fully completed

5.5:3 Subject to the provisions of Clause 5.5:2 not to make any internal non-structural alterations to the Building without the consent of the Landlord such consent not to be unreasonably withheld

5.5:4 To remove any additional buildings additions alterations or improvements made to the Premises at the expiration of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal

5.5:5 Not to make connection with the Pipes that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord subject to consent to make such connection having previously been obtained from the competent statutory authority or undertaker

5.6 Aerials signs and advertisements

5.6:1 Not to erect any pole mast or wire (whether in connection with

telegraphic telephonic radio or television communication or otherwise) upon the Premises

5.6:2 Not to affix to or exhibit on the outside of the Building or to or through any window of the Building nor display anywhere on the Premises any placard sign notice fascia board or advertisement except any sign permitted by virtue of any consent given by the Landlord pursuant to a covenant contained in this lease

5.7 Statutory obligations

5.7:1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier

5.7:2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses

5.7:3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on on the Premises

5.8 Access of Landlord and notice to repair

5.8:1 To permit the Landlord:

5.8:1.1 to enter upon the Premises for the purpose of ascertaining that

the covenants and conditions of this lease have been observed and performed

5.8:1.2 to view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and

5.8:1.3 to give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant immediately to execute the same including the making good of such opening-up (if any) provided that any such opening-up shall be made good by and at the cost of the Landlord where such opening reveals no breaches of the terms of this Lease

5.8:2 Immediately to repair cleanse maintain and paint the Premises as required by such notice

5.8:3 If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 2 months or if in the Landlord's Surveyor's opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyor's fees) within 7 days of a written demand

5.9 Alienation

5.9:1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises

5.9:2 Not to assign underlet or charge part only of the Premises

5.9:3 Not:

5.9:3.1 subject to Clauses 5.9:4 and 5.9:5 below to assign the whole of the Premises without first obtaining the written licence of the Landlord which shall not be unreasonably withheld

5.9:3.2 to charge the whole of the Premises without the prior consent of the Landlord such consent not to be unreasonably withheld or delayed

5.9:4 If any of the following circumstances in this clause (which are specified for the purposes of the Landlord and Tenant Act 1927 Section 19(1A)) shall apply either at the date when application for the licence to assign is made or after that date but before such licence is given the Landlord may withhold licence for this assignment and if after such licence has been given but before completion of the assignment any such circumstances apply the Landlord may revoke such licence (whether such licence is expressly subject to a condition as referred to in Clause 5.9:5.4 or not):

5.9:4.1 any sum due from the Tenant under this Lease remains unpaid

5.9:4.2 in the opinion of the expert (as defined in Clause 5.9.6 below) there are any material outstanding breaches of any covenant relating to the state and condition of the Premises being either:

5.9:4.2.1 a tenant covenant under this Lease or

5.9:4.2.2 a personal covenant undertaken by the Tenant making the application for the licence to assign

5.9:4.3 subject to Clause 5.9:4.4 below in the Landlord's reasonable opinion the assignee is not a person who is likely to be able both to comply with the tenant covenants of this Lease and to continue to be such a person following the assignment

5.9:4.4 in the case of an assignment to a company which is in the same group (within the meaning of the Landlord and Tenant Act 1954 Section 42) as the Tenant in the Landlord's reasonable opinion the assignee is a person who is or may become less likely to be able to comply with the tenant covenants of

this Lease than the Tenant making the application for the licence to assign (which likelihood is adjudged by reference in particular to the financial strength of that Tenant aggregated with that of any guarantor for that Tenant or the value of any other security for the performance of the tenant covenants when assessed at the date of the grant or assignment of the lease to that Tenant)

5.9:4.5 the assignee or any guarantor for the assignee (other than any guarantor under an authorised guarantee agreement) has the benefit of state or diplomatic immunity

5.9:4.6 the assignee is a corporation registered in (or otherwise is resident in) a jurisdiction in which the order of a Court obtained in England and Wales will not necessarily be enforced without any consideration of the merits of the case

5.9:5 The Landlord may impose any or all of the following conditions (which are specified for the purposes of the Landlord and Tenant Act 1927 Section 19(1A)) on giving any licence for an assignment by the Tenant of the whole of the Premises and any such licence shall be treated as being subject to each of the following conditions:

5.9:5.1 upon or before any assignment and before giving occupation to the assignee the Tenant making the application for the licence to assign shall covenant by way of indemnity and guarantee with the Landlord in the terms of the authorised guarantee agreement in the Third Schedule to this Lease

5.9:5.2 if so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation obtain guarantors reasonably acceptable to the Landlord who shall covenant by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord in the form of the Guarantor's covenants contained in this Lease with 'the Assignee' substituted for 'the Tenant'

5.9:5.3 any condition regarding remedial works proposed by the expert (as defined in Clause 5.9.6 below) pursuant to Clause 5.9:6.6 and

5.9:5.4 the licence of the Landlord contains a condition that if at any time prior to the assignment the circumstances (or any of them) specified in Clause 5.9:4 apply the Landlord may revoke the licence by written notice to the Tenant

5.9:6 This Clause applies to references to “the expert” in Clauses 5.9:4 and 5.9:5:

5.9:6.1 The expert ('the Expert') means a qualified surveyor who:

5.9:6.1.1 has not less than 10 years experience of undertaking surveys and preparing schedule of dilapidations for properties of a similar type age and construction to the Premises

5.9:6.1.2 Is independent of the Landlord the Tenant and the assignee

5.9:6.1.3 shall be appointed by agreement between the Landlord and the Tenant or in the absence of agreement within 7 days shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant

5.9:6.1.4 shall act as an expert

5.9:6.2 The Expert shall inspect the Premises and shall invite written submissions from the Landlord and the Tenant

5.9:6.3 The decision of the Expert shall be conclusive

5.9:6.4 The fees and expenses of the Expert (including the cost of his appointment) shall be in his award or failing any express award shall be shared equally by the Landlord and the Tenant but the Landlord and the Tenant shall otherwise bear their own costs

5.9:6.5 A breach of covenant is material if a prudent and well-funded willing lessee taking a lease or an assignment of the Premises on the same terms as this lease would be unlikely to permit the disrepair to continue

5.9:6.6 In his award the Expert may specify work to remedy any material breach of covenant which the willing lessee referred to in Clause 5.9:6.5 would undertake a period within which such work is to be undertaken and propose a condition for the purposes of the Landlord and Tenant Act 1927 Section 19(1A) that upon or before taking any assignment and before taking occupation the assignee shall covenant with the Landlord to undertake that work within that period

5.9:6.7 If the Expert shall die delay or become unwilling or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors shall in his absolute discretion think fit then on the application of either the Landlord or the Tenant the Expert shall be discharged and if the Landlord or the Tenant shall so require another expert shall be appointed in his place

5.9.7.1 Not to underlet the whole of the Premises without the Landlord's consent and each and every permitted underlease shall be granted without any fine or premium at a rent and not less than the then open market rental value of the Premises to be approved by the Landlord prior to any such underlease or the Rent then being paid (whichever shall be the greater) such rent being payable in advance on the days on which Rent is payable under this Lease and shall contain provisions approved by the Landlord

5.9.7.2 for the upwards only review of the rent reserved by such underlease in like Terms mutatis mutandis and on the dates on which the Rent is to be reviewed in this Lease

5.9.7.3 prohibiting the underlessee from doing or allowing any act or thing in relation to the underlet premises inconsistent with or in breach of the provisions of this Lease

5.9.7.4 for re-entry by the underlessor on breach of any covenant by the undertenant

5.9.7.5 imposing an absolute prohibition against all dispositions of or other dealings whatever with the premises other than an assignment or charge of the whole

5.9.7.6 prohibiting any assignment or charge of the whole without the prior consent of the Landlord under this Lease

5.9.7.7 prohibiting the underlessee from permitting another to occupy the whole or any part of the premises

5.9.7.8 imposing in relation to any permitted assignment or charges the same obligations for registration with the Landlord as are contained in this Lease in relation to disposition by the Tenant

5.9.8 Prior to any permitted underletting of the whole to procure that the underlessee enters into direct covenants with the Landlord as follows:

5.9.8.1 to observe and perform all the Tenant's covenants and all other provisions of this Lease (other than the payment of the rents and the yielding up of the demised premises) during the term granted by such underletting

5.9.8.2 an unqualified covenant by the underlessee that the underlessee will not assign underlet charge hold on trust for another part with or share the possession or occupation of part only of the premises demised by such underlease or underlet the whole nor (save by way of any assignment of the whole) share the possession or occupation of the whole of the premises

5.9.8.3 a covenant by the underlessee that the underlessee will not assign the whole of the premises demised by the underlease without obtaining the prior written consent of the Landlord under this Lease

5.9.9 To enforce the performance and observance by every such underlessee of the provisions of the underlease and not at any time either expressly or by implication to waive any breach of the covenants or conditions on the part of any underlessee or assignee of any underlease nor (without the consent of the Landlord such consent not to be unreasonably-withheld or delayed) vary the terms or accept a surrender of any permitted underlease

5.9.10 In relation to any permitted underlease

5.9.10.1 to ensure that the rent is reviewed in accordance with the terms of the underlease

5.9.10.2 not to agree the revised rent with the underlessee without the approval of the Landlord

5.9.10.3 not to agree that the third party determining the rent in default of agreement shall act as an arbitrator or as an expert without the approval of the Landlord

5.9.10.4 not to agree upon the appointment or a person to act as the third party determining the rent in default of agreement without the approval of the Landlord

5.9.10.5 to incorporate as part of its submissions or representations to that third party such submissions or representations as the Landlord shall reasonably require

5.9.10.6 to give notice to the Landlord of the details of the determination of every rent review within 28 days

5.9:11 Within 28 days of any assignment charge or underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor such deed or document or a certified copy of it and to pay the Landlord's Solicitor's reasonable charges for the registration of every such document such charges not being less than £80.00 (Eighty pounds)

5.9:12 Notwithstanding Clause 5.9:1 the Tenant may share the occupation of the whole or any part of the Premises with a company which is a member of the same group as the Tenant (within the meaning of Section 42 of the 1954 Act) for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate

5.10 Nuisance etc and residential restrictions

5.10:1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring premises

5.10:2 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose

5.10:3 Not to use the Premises as sleeping accommodation or for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises

5.11 Landlord's costs

To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:

5.11:1 every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn

5.11:2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

5.11:3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and

5.11:4 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

5.12 The Planning Acts

5.12:1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention

, . 5.12:2 At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises which may constitute Development provided that no application for planning permission shall be made without the previous consent of the Landlord

5.12:3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

5.12:4 Notwithstanding any consent which may be granted by the Landlord under this lease not to carry out or make any alteration or addition to the Premises or any change of use until:

5.12:4.1 all necessary notices under the Planning Acts have been served and copies produced to the Landlord

5.12:4.2 all necessary permissions under the Planning Acts have been obtained and produced to the Landlord

5.12:5 Unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:

5.12:5.1 any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning permission granted for any Development

5.12:5.2 any Development began upon the Premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Act

5.13 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.13:1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority or

5.13:2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

5.14 Re-letting boards

To permit the Landlord at any time during the last 6 months of the Contractual Term and at any time thereafter (or sooner if the rents or any part of them shall be in arrear and unpaid for longer than 28 days) to enter upon the Premises and affix and retain anywhere upon the Premises a notice of re-letting the Premises and during such period to permit persons with the written authority of the Landlord or his agent at reasonable times of the day to view the Premises

5.15 Encroachments

5.15:1 Not to stop up darken or obstruct any windows or light belonging to the Building

5.15:2 To take all steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if

any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall be required to prevent such encroachment or the acquisition of any such easement

5.16 Yield Up

At the expiration o f the Term:

5.16:1 To yield up the Premises in repair and in accordance with the terms of this Lease

5.16:2 To give up all keys of the Premises to the Landlord and

5.16:3 To remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

5.17 Interest on arrears

5.17:1 If the Tenant shall fail to pay the rents or any other sum due under this Lease on the date due whether formally demanded or not the Tenant shall pay to the Landlord Interest on the rents or other sum from the date when they were due to the date on which they are paid and such Interest shall be deemed to be rents due to the Landlord

5.17:2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease

5.18 Statutory notices etc

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

5.19 Keyholders

To ensure that at all times the Landlord has and the local Police Force has written notice of the name home address and home telephone number of at least 2 keyholders of the Premises

5.20 Sale of reversion etc

To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents

5.21 Defective premises

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1927 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time require to be displayed at the Premises

5.22 New guarantor

Within 14 days of the death during the Term of any Guarantor or of such person becoming bankrupt or having a receiving order made against him or having a receiver appointed under the Mental Health Act 1983 or being a company passing a resolution to wind up or entering into liquidation or having a receiver appointed to give notice of this to the Landlord and if so required by the Landlord at the expenses of the Tenant within 28 days to procure some other person acceptable to the Landlord to execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form of the Guarantor's covenants contained in this Lease

5.23 Landlord's rights

To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to him by virtue of the provisions of this Lease

5.24 The User Covenants

To observe and perform the User Covenants

5.25 Registration

5.25.1 Within twenty five days from the date hereof to apply to HM: Land Registry for registration of this Lease and to deal with any requisitions raised by the Land Registry. To provide the Landlord or its Solicitors with a copy of the Title Information Document within five days of receipt from the Registry

5.25.2 At the expiration or sooner determination of the Term to close the Tenants title at HM Land Registry and if requested to supply the Landlord with all documents and to give the Landlord reasonable assistance to support an application by the Landlord to cancel the Notice of the Lease on the Landlords title and to remove any other entries relating to the Lease from the Landlords title

6. The Landlord's covenants

The Landlord covenants with the Tenant:

6.1 Quiet enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any persons claiming under or in trust -for the Landlord

7. Insurance

7.1 Warranty re convictions

The Tenant warrants that prior to the execution of this Lease it has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

7.2 Landlord to insure

The Landlord covenants with the Tenant to insure the Premises unless such insurance shall be vitiated by any act of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority

7.3 Details of the Insurance

Insurance shall be effected:

7.3:1 In such insurance office or with such underwriters and through such agency as the Landlord may from time to time decide

7.3:2 For the following sums:

7.3:2.1 such sum as the Landlord shall from time to time be advised by the Surveyor as being the full cost of rebuilding and reinstatement Including

7.3:2.1.1 VAT

7.3:2.1.2 architects' surveyors' and other professional fees

7.3:2.1.3 fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises

7.3:2.1.4 the cost of debris removal demolition site clearance any works that may be required by statute

7.3:2.1.5 incidental expenses and

7.3:2.2 the loss of Rent payable under this lease from time to time (having regard to any review of rent which may become due under this lease) for 3 years or such longer period as the Landlord may from time to time deem to be necessary for the purposes of the planning and carrying out the rebuilding or reinstatement

7.3:3 against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require

7.4 Payment of Insurance Rent

The Tenant shall pay the Insurance Rent on the date of this lease for the period from and including the Rent Commencement Date to the day before the next policy renewal date after the date hereof and subsequently the Tenant shall pay the Insurance Rent on demand and (if so demanded) no more than 21 days in advance of the policy renewal date

7.5 Suspension of Rent

7.5:1 If and whenever during the Term:

7.5:1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks except one against which insurance may not ordinarily be arranged with an insurer of repute for properties such as the Premises unless the Landlord has in fact insured against that risk so that the Premises or any part of them are unfit for occupation or use and

7.5:2 payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority the provisions of clause 7.5:2 shall have effect

7.5:2 When the circumstances contemplated in Clause 7.5:1 arise the Rent or a fair proportion of the Rent according to the nature and the extent of the damage sustained shall cease to be payable until the Premises or the affected part shall have been rebuilt or reinstated so that the Premises or the

affected part are made fit for occupation or use or until the expiration of 3 years from the destruction or damage whichever period is the shorter (the amount of such proportion and the period during which the Rent shall cease to be payable to be determined by the Surveyor acting as an expert and not as an arbitrator)

7.6 Reinstatement and termination if prevent

7.6:1 If and whenever during the Term:

7.6.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks except one against which insurance may not ordinarily be arranged with an insurer of repute for properties such as the Premises unless the Landlord has in fact insured against that risk and

7.6.1.2 the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority the Landlord shall use all reasonable endeavours to obtain all planning permissions or other permits and consent that may be required under the Planning Acts or other statutes (if any) to enable the Landlord to rebuild and reinstate ('Permissions')

7.6:2 Subject to the provisions of Clause 7.6:3 and 7.6:4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged

7.6:3 For the purposes of this clause the expression 'Supervening Events' means:

- 7.6:3.1 the Landlord has failed despite using his best endeavours to obtain Permission
- 7.6:3.2 any of the Permissions have been granted subject to a lawful condition with which in all the circumstances it would be unreasonable to expect the Landlord to comply
- 7.6:3.3 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances
- 7.6:3.4 the Landlord is unable to obtain access to the site for the purposes of rebuilding or reinstating
- 7.6:3.5 the rebuilding or reinstating is prevented by war act of God Government action strike lock-out or
- 7.6:3.6 any other circumstances beyond the control of the Landlord
- 7.6:4 The Landlord shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events
- 7.6:5 If upon the expiry of a period of 2 years and 6 months commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use the Landlord may give 6 months notice to invoke the provisions of Clause 7.6:6
- 7.6:6 Upon expiry of a notice in accordance with Clause 7.6:5:
- 7.6:6.1 the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to the Landlord against the tenant
- 7.6:6.2 all money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord

7.7 Tenant's insurance covenants

The Tenant covenants with the Landlord:

- 7.7:1 to comply with all the requirements and recommendations of the insurers
- 7.7:2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and have agreed to pay the increased premium) anything by which additional insurance premiums may become payable
- 7.7:3 to keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require or as the Landlord may reasonably require and to maintain such equipment to their satisfaction and in efficient working order and at least once in every 6 months to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person
- 7.7:4 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority and the requirements of the Landlord as to fire precautions relating to the Premises
- 7.7:5 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 7-7:6 to give notice to the Landlord immediately upon the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this Lease

7.7:7 immediately to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance

7.7:8 if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this Lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received

7.7:9 if and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord pursuant to its obligations contained in this Lease is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable immediately in every such case (at the option of the Landlord) either:

7.7:9.1 to rebuild and reinstate at its own expense the Premises or the part destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under any such insurance policy or

7.7:9.2 to pay to the Landlord on demand with Interest the amount of such insurance money so irrecoverable in which event the provisions of Clauses 7.5 and 7.6 shall apply

7.8 Landlord's insurance covenants

The Landlord covenants with the Tenant in relation to the policy of insurance effected by the Landlord pursuant to his obligations contained in this Lease:

- 7.8:1 to produce to the Tenant on demand once in each year of the term reasonable evidence of the terms of the policy and the fact that the last premium has been paid
- 7.8:2 to notify the Tenant of any material change in the risks covered by the policy from time to time

8 The Guarantor's covenants

The Guarantor covenants with the person named in Clause 1.1:1 and without the need for any express assignment with all his successors in title that:

8.1 To pay observe and perform

During the Term the Tenant shall punctually pay the rents and observe and perform the covenants and other terms of this Lease and if at any time during the Term the Tenant shall make any default in payment of the rents or in observing and performing any of the covenants or other terms of this Lease the Guarantor will pay the rents and observe and perform the covenants or terms in respect of which the Tenant shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding

- 8.1:1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of this Lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at any time

when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises

8.1:2 that the terms of this Lease may have been varied by Agreement between the parties

8.1:3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under this Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 and

8.1:4 any other act or thing by which but for this provision the Guarantor would have been released

8.2 To take lease following disclaimer

If at any time during the Term the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim this lease the Guarantor shall if the Landlord shall by notice within 60 days after such disclaimer so require take from the Landlord a lease of the Premises for the residue of the Contractual Term which would have remained had there been no disclaimer at the Rent then being paid under this lease and subject to the same covenants and terms as in this Lease (except that the Guarantor shall not be required to procure that any other person is made a party to that lease as guarantor) such new Lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the costs of such new Lease and execute and deliver to the Landlord a counterpart of it

8.3 To make payments following disclaimer

If this Lease shall be disclaimed and for any reason the Landlord does not

require the Guarantor to accept a new Lease of the Premises in accordance with Clause 8.2 the Guarantor shall pay to the Landlord on demand an amount equal to the rents for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:

8.3:1 the date 6 months after such disclaimer and

8.3:2 the date (if any) upon which the Premises are re-let

9. Rent Review

The Revised Rent shall be determined as follows:

9.1 Such Revised Rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date at the option of the Landlord either by an arbitrator or by an independent valuer (acting as an expert and not as an arbitrator) such arbitrator or valuer to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors or his deputy on the application of the Landlord made not earlier than six months before the relevant Review Date and so that in the case of such arbitration or valuation the Revised Rent to be awarded or determined by the arbitrator or valuer shall be such as he shall decide should be the yearly rent at the relevant Review Date for the Premises

9.2 On the following assumptions at that date:

9.2:1 that the Premises are fit for immediate occupation and use and that no work has been carried out thereon by the Tenant or its predecessors in title during the Contractual Term which has diminished the rental value of the Premises and that in

case the Premises have been destroyed or damaged they have been fully restored

9.2:2 that the Premises are available to let by a willing landlord to a willing tenant as a whole without a premium but with vacant possession and subject to the provisions of this Lease (other than the amount of the rent hereby reserved but including the provisions for rent review) for a term equal to the original Contractual Term

9.2:3 that the covenants herein contained on the part of the Tenant have been fully performed and observed

9.2:4 that there is not in operation any statute order or instrument – Regulation or direction which has the effect of regulating or restricting the amount of rent of the Premises which might otherwise be payable AND having regard to open market rental values current at the relevant Review Date

9.3 But disregarding:

9.3:1 any effect on rent of the fact that the Tenant or its respective predecessors in title have been in occupation of the Premises

9.3:2 any goodwill attached to the Premises by reason of the carrying on thereat of the business of the Tenant its predecessors in title in their respective businesses

9.3:3 any increase in rental value of the Premises attributable to the existence at the relevant Review Date of any improvement to the Premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or the Landlord's predecessors in title by the Tenant or its respective predecessors in title

during the Contractual Term or during any period of occupation prior thereto

9.3:4 any effect on rent of the fact that the Tenant has to comply with the requirements on assignment contained in Clause 5.9 of this Lease

9.3.5 whether or not the Tenant is registered for Value Added Tax purposes and can or cannot reclaim input tax

9.4 It is hereby Further Provided in relation to the Revised Rent as follows;

9.4:1 (in the case of arbitration) the arbitration shall be conducted in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force

9.4:2 (in the case of determination by a valuer)

9.4.2:1 the fees and expenses of the valuer including the cost of his appointment shall be borne equally by the Landlord and the Tenant who shall otherwise each bear their own costs and

9.4.2:2 the valuer shall afford to each of the parties hereto an opportunity to make representations to him and

9.4.2:3 if the valuer shall die delay or become unwilling or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit then such person may by writing discharge the valuer and appoint another in his place

9.4:3 When the amount of any rent to be ascertained as hereinbefore provided Shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and Counterpart thereof and the parties shall bear their own costs in respect thereof

9.4.4:1 If the Revised Rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable at the rate previously payable and forthwith upon the Revised Rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent previously payable and the Revised Rent payable up to and on the preceding quarter day together with interest on any shortfall at the Base Rate of Barclays Bank plc (or such other comparable rate as the Landlord may reasonably designate if such Base Rate shall cease to be published) such interest to be calculated on a day to day basis from the relevant Review Date on which it would have been payable if the Revised Rent had then been ascertained to the date of actual payment of any shortfall and the interest payable shall be recoverable in the same manner as rent in arrear

9.4.4:2 for the purposes of this proviso the Revised Rent shall be deemed to have been ascertained on the date when the same has been agreed between the parties or as the case may be the date of the award of the arbitrator or of the determination of the valuer

9.5 Arrangements when increasing rent prevented

9.5.1 If at any of the Review Dates there shall be in force a statute or any legislation which shall prevent restrict or modify the Landlord's right to review the Rent in accordance with this Lease and/or to recover any increase in the Rent the Landlord shall when such restriction or modification is removed relaxed or modified be entitled (but without prejudice to its rights (if any) to recover any Rent the payment of which has only been deferred by law) on giving not less than one month's nor more than three months notice in writing to the Tenant to invoke the provisions of paragraph 9.5.2

9.5.2 Upon the service of a notice pursuant to paragraph 9.5.1 the Landlord shall be entitled:

9.5.2.1 to proceed with any review of the Rent which may have been prevented or further to review the Rent in respect of any review where the Landlord's right was restricted or modified and the date of expiry of such notice shall be deemed for the purposes of this Lease to be a Review Date (provided that without prejudice to the operation of this paragraph nothing in this paragraph shall be construed as varying any subsequent Review Dates)

9.5.2.2 to recover any increase in Rent with effect from the earliest Date permitted by law

10. Provisos

10.1. Re-entry

If and whenever during the Term:

10.1:1 the rents (or any of them or any part of them) under this Lease are outstanding for 14 days after becoming due whether formally demanded or not or

10.1:2 there is a breach by the Tenant or the Guarantor of any covenant or other term of this Lease or any document supplemental to this Lease or

10.1:3 an individual Tenant becomes bankrupt or

10.1:4 a company Tenant or the Guarantor:

10.1:4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

10.1:4.2 has a receiver appointed or

10.1:5 the Tenant enters into an arrangement for the benefit of its creditors or

10.1:6 the Tenant has any distress or execution levied on its goods the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or the Guarantor in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

10.2 Exclusion of use warranty

Nothing in this Lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this lease (or any purpose subsequently authorised)

10.3 Entire understanding

This lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

10.4 Representations

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease

10.5 Licences etc under hand

Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director the secretary or other duly authorised officer of the Landlord or the Surveyor on behalf of the Landlord

10.6 Tenant's property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 7 days after being requested in writing by the Landlord to do so or if after using all reasonable endeavours the Landlord is unable to make such a request to the Tenant within 14 days from the first attempt so made by the Landlord:

10.6:1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by him to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

10.6:2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within 6 months of the date upon which the Tenant vacated the Premises and

10.6:3 the Tenant shall indemnify the Landlord against any damages occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

10.7 Service of notices

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:

10.7:1 the final words of Section 196(4) ... and that service ... be delivered' shall be deleted and there shall be substituted '... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday

10.7:2 any notice or document shall also be sufficiently served on a party if served on solicitors who have acted for that party in relation to this lease or the Premises at any time within the year preceding the service of the notice or document

10.7:3 any notice or document shall also be sufficiently served ~~if sent~~ by telex telephonic facsimile transmission or any other means of electronic transmission to the party to be served (or its solicitors where Clause 10.7:2 applies) and that service shall be deemed to be made on the day of transmission if transmitted before 4pm on a Working Day but otherwise on the next following Working Day (as defined above) and in this clause 'party' includes the Guarantor

11. Title Matters

To observe and perform all covenants conditions or other matters contained or referred to under title number SY478156 and to indemnify the Landlord for any breach thereof

12. Break Right

12.1 The Tenant may determine this Lease on the 6th day of August 2020 the Break Date by serving on the Landlord not less than 6 months prior written Notice to that effect

12.2 This Lease shall only determine as a result of a Notice served by the Tenant under Clause 12.1 if on the Break date subject to Clause 12.3 without affecting any right or remedy of the Landlord in respect of any breach of the Tenants covenants of this Lease

12.3 The Tenant must on the date of termination

12.3.1 have paid all rents and other sums due under this Lease up to and including the date of termination which may have been demanded by the Landlord in writing not less than fourteen days before the date of termination

12.3.2 have delivered the Property with vacant possession which for the purposes of this Lease means free from any subsisting sub-leases tenancies licences and occupiers

12.3.3 the tenant having paid the full yearly rent shall be entitled to a refund from the Landlord of such an amount as shall be equal to the rent applicable to the period from the break date to the end of the rent year

And if the above conditions have not been satisfied on the date of termination then this Lease shall not terminate

13. Exclusion of Security of Tenure

13.1 The parties agree in accordance with Section 38A(1) of the Landlord and Tenant Act 1954 ("the Act") that the provisions of Sections 24 -28 of the Act shall be excluded in relation to the tenancy created by this Lease ("the Tenancy")

13.2 In that regard:

13.2.1 on the 4th day of AUGUST 2015 being before the date on which the Tenant entered into the Tenancy or (if earlier) became contractually bound to do so ("the Effective Date") the Landlord

served on the Tenant a Notice pursuant to Section 38A(3)(a) of the Act
13.2.2 a statutory declaration was made by or on behalf of the Tenant
pursuant to schedule 2 to the Regulatory Reform (Business Tenancies)
(England and Wales) Order 2003 on the 4th day of August
2015 being a date before the Effective Date

14. Certificate

It is certified that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS of which this Deed has been executed the day and year first above
written

FIRST SCHEDULE

Rights
reserved

- 1 The free and uninterrupted passage and rullling of water soil gas
electricity telephone and other services or supplies from and to any adjoining
or neighbouring property in and through the service media which now are
or may hereafter during the Term be in upon through under or over the
premises
- 2 The right to construct and maintain service media in upon through under
or over the adjoining for the supply of services to any adjoining or
neighbouring property and to connect the same to the service media within
the premises PROVIDED ALWAYS in the exercise of this right the
Landlord shall cause the minimum damage and interference to the premises and
the Tenant's user thereof and shall make good any damage so caused to the
reasonable satisfaction of the Tenant as soon as possible

- 3 The right at any time during the Term at reasonable times upon reasonable notice in writing except in cases of emergency to enter (or in case of emergency to break and enter) the premises to
- 3.1 inspect cleanse connect lay repair remove re lay replace *with* others alter or execute any works whatever to or in connection with the service media referred to in this Schedule
- 3.2 view the state and condition of the premises and also to view the state and condition of and repair and maintain any buildings which now or hereafter during the Term may be on any adjoining or neighbouring property but only where such viewing or work would not otherwise be reasonably practical
- 3.3 to take schedules or inventories of fixtures and other items to be yielded Up on the expiry of the Term and
- 3.4 repair maintain or renew or to build on any adjoining or neighbouring property
- 3.5 to exercise any of the rights reserved to the Landlord by this Lease
- 4 The right with or without the Surveyor at convenient hours and upon reasonable prior notice in writing to enter into and inspect and measure the premises for all reasonable purposes connected with
- 4.1 the review of the Rent pursuant to the provisions of this Lease (such right of access to include any Valuer appointed to act as an arbitrator or an expert to inspect and measure the premises)
- 4.2 for all purposes connected with any pending or intended step under The Landlord and Tenant Act 1954 Part II

- 5 Rights of support shelter protection light and air and all other easements and rights now or hereafter belonging to or enjoyed by any adjoining or neighbouring property over or from the premises
- 6 Full right and liberty at any time hereafter to alter raise the height of or rebuild or any building on any adjoining or neighbouring property or erect any new buildings of any height on any adjoining or neighbouring property in such manner as the Landlord shall think fit notwithstanding the fact that the same may obstruct affect or interfere with the passage of light and air to the premises

SECOND SCHEDULE

The User Covenants

- 1 User
 - 1.1 The use the Premises for the Permitted User only
 - 1.2 To clean both sides of all windows and window frames in the Building at least once every month
 - 1.3 Not to discharge into any of the pipes serving the Premises any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system
 - 1.4 Not to install or use in or upon the Premises any machinery or apparatus which causes noise or vibration which can be heard or felt in nearby premises or outside the Premises or which may cause damage

- 1.5 Not to play or use in the Premises any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Premises if the Landlord shall in its absolute discretion consider such sounds to be undesirable and shall give notice to the Tenant to that effect
- 1.6 Not to display any flashing lights in the Premises that can be seen from outside the remises nor to display any other lighting arrangement that can be seen from outside the Premises if the Landlord shall reasonably consider such lighting to be undesirable and shall give written notice to the Tenant to that effect
- 2 Ceiling and Floor Landing
Not to bring or permit to remain on the Building any safes machinery goods or other articles which shall or may strain or damage the Building or any part of it
- 3 Fixed Glass
- 3.1 To insure the fixed glass (if any) in an insurance office of repute against breakage or damage for its full reinstatement cost from time to time and whenever reasonably so required to produce to the Landlord particulars of the policy or policies of such insurance and evidence of payment of the current year's premium
- 3.2 Notwithstanding anything to the contrary contained elsewhere in this Lease whenever the whole or any part of the fixed glass is broken or damaged to pay out all money received in respect of such insurance as quickly as possible in re-instating with new glass of the same quality and thickness and to make good any deficiency in such money

H. M. LAND REGISTRY GENERAL MAP

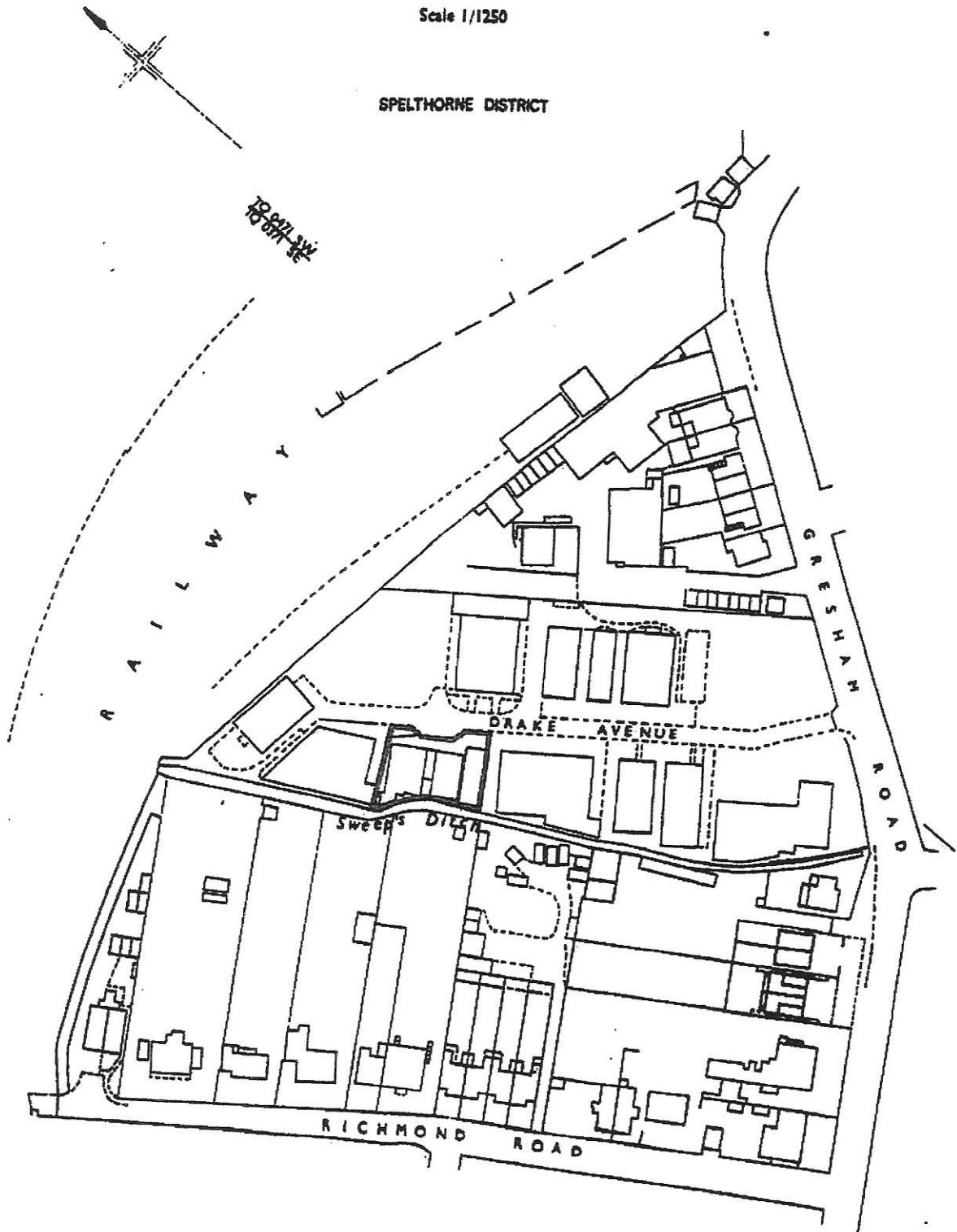
NATIONAL GRID PLAN
SURREY

TQ 0371

SECTION Q

Scale 1/1250

SPELTHORNE DISTRICT



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TITLE No. SY478156



THIRD SCHEDULE
Guarantee Agreement

THIS GUARANTEE is made the day of

BETWEEN:

- (1) (name of guarantor) of Address) ('the Guarantor') and
- (2) (name of landlord) of (address) ('the Landlord')

NOW IT IS AGREED as follows:

1. Definitions and interpretation

In this guarantee the following expressions shall (where the context permits) have the following meanings respectively:

- 1.1 'the Assignee' means (insert name of incoming tenant)
- 1.2 'the Lease' means the lease dated {date) and made between {name of original landlord) and (name of original tenant) (and (name of original guarantor)) for a term of (contractual term) from (commencement date) (and varied by a deed dated (date) and made between (name of parties)
- 1.3 'the Premises' means the premises demised by the Lease
- 1.4 'the Liability Period' means the period during which the Assignee is bound by the tenants covenants of the lease
- 1.5 the expressions 'authorised guarantee agreement' and 'tenant covenants' shall have the same meaning in this guarantee as in the Landlord and Tenant (Covenants) Act 1955 Section 28 (1)

2 Recitals

- 2.1 By Clause (insert number) of the lease the Landlord's consent is required to the assignment of the lease
- 2.2 The Landlord has agreed to give consent to the assignment to the Assignee on condition that the Guarantor enters into this guarantee
- 2.3 This guarantee takes effect only when the lease is assigned to the Assignee
In consideration of the Landlord's consent to the assignment the Guarantor (Jointly and severally) covenants with the Landlord and without the need for any express assignment with all (its) successors in title that:
- 3.1 To pay observe and perform

The Assignee shall punctually pay the rents and observe and perform the covenants and other terms of the Lease throughout the Liability Period and if at any time during the Liability Period the Assignee shall make any default in payment of the rents or in observing and performing any of the covenants or other terms of the Lease the Guarantor will pay the rents and observe or perform the covenants or terms in respect of which the Assignee shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment or non-observance notwithstanding:

- 3.1:1 any time or indulgence granted by the Landlord to the Assignee or any neglect or Forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of the Lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Assignee at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises

3.1:2 that the terms of the Lease may have been varied by agreement between the parties (provided such variation is not prejudicial to the Guarantor)

3.1:3 that the Assignee shall have surrendered part of the Premises in which Event the liability of the Guarantor under the Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 and

3.1:4 any other act or thing by which but for this provision the Guarantor would have been released (other than a variation of the terms of the Lease agreed between the parties that is prejudicial to the Guarantor)

3.2 To take Lease following disclaimer

If during the Liability Period the Assignee (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim the Lease the Guarantor shall if the Landlord shall by notice within (60) days after such disclaimer so require take from the Landlord a Lease of the Premises for the residue of the contractual term of the Lease which would have remained had there been no disclaimer at the rent then being paid under the Lease and subject to the same covenants and terms as in the Lease (except that the Guarantor shall not be required to procure that any other person is made a party to that Lease as guarantor) such new Lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the costs of such new Lease and execute and deliver to the Landlord a counterpart of it

3.3 To make payments following disclaimer

If during the Liability Period the Lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new Lease of the

Premises in accordance with Clause 3.2 above the Guarantor shall pay to the Landlord on demand an amount equal to (the difference between any money received by the Landlord for the use or occupation of the Premises) and the rents (in both cases) for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:

3.3:1 the date (6) months after such disclaimer and

3.3:2 the date (if any) upon which the Premises are re-let

EXECUTED as a Deed by THE TRUSTEES of ML&S
MARTIN LYNCH & SONS LIMITED PENSION
SCHEME

SIGNED as a Deed by
The said JENNIFER LYNCH
In the presence of


Signature 

Witness signature 

Name S. ELLIOTT

Address 28 OXFORD ROAD, FARNBOROUGH, HAMPSHIRE GU14 6QT

SIGNED as a Deed by
The said MARTIN DEREK LYNCH
In the presence of

Witness signature 

Name S. ELLIOTT

Address 28 OXFORD ROAD, FARNBOROUGH, HAMPSHIRE GU14 6QT

SIGNED as a Deed by
The said DANIEL LYNCH
In the presence of



Witness signature



Name

S. ELLIOTT

Address

28 OXFORD ROAD, FARNBOROUGH, HAMPSHIRE GU14 6QT