

DATED 12 December 2024

LEASE

relating to

PART OF THE GROUND FLOOR 31 NORTH STREET CHICHESTER

PO19 1LX

between

**LOUISE URSULA WATT, LYNNE MARY PURCHASE AND KEVIN ANDREW
COPPARD AS EXECUTORS OF THE ESTATE OF CHRISTOPHER FRANCIS RUSSELL
PURCHASE**

and

BNP Paribas Real Estate Advisory & Property Management UK Limited

CONTENTS

CLAUSE

1.	Interpretation	3
2.	Grant.....	7
3.	Ancillary rights.....	8
4.	Rights excepted and reserved	10
5.	Third Party Rights	11
6.	The Annual Rent	11
7.	Services and Service Charge	12
8.	Insurance	15
9.	Rates and taxes	17
10.	Utilities	18
11.	Common items	18
12.	VAT	18
13.	Default interest and interest	19
14.	Costs.....	19
15.	Compensation on vacating.....	19
16.	No deduction, counterclaim or set-off.....	20
17.	Assignments	20
18.	Underlettings	21
19.	Sharing occupation	22
20.	Charging.....	22
21.	Prohibition of other dealings.....	23
22.	Registration and notification of dealings and occupation	23
23.	Removal of entries.....	24
24.	Repairs	24
25.	Decoration.....	24
26.	Alterations and signs	25
27.	Returning the Property to the Landlord	26
28.	Use.....	26
29.	Management of the Building	27
30.	Compliance with laws.....	27
31.	Encroachments, obstructions and acquisition of rights.....	28
32.	Remedy breaches.....	28
33.	Indemnity.....	29
34.	Landlord's covenant for quiet enjoyment	29
35.	Guarantee and indemnity	29
36.	Condition for re-entry	30
37.	Tenant's Rights in relation to the Toilets	31
38.	Liability.....	31
39.	Entire agreement and exclusion of representations	32
40.	Notices, consents and approvals	32
41.	Governing law and jurisdiction.....	33
42.	Contracts (Rights of Third Parties) Act 1999.....	33
43.	Landlord and Tenant (Covenants) Act 1995.....	33

SCHEDULE	GUARANTEE AND INDEMNITY	34
1.	Guarantee and indemnity	34
2.	Guarantor's liability.....	34
3.	Variations and supplemental documents	35
4.	Guarantor to take a new lease or make payment.....	36
5.	Rent at the date of forfeiture or disclaimer.....	37
6.	Payments in gross and restrictions on the Guarantor	37
7.	Other securities	38

PRESCRIBED CLAUSES

LR1. Date of lease 12 December 2024

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX297808

LR2.2 Other title numbers

None

LR3. Parties to this lease

LR3.1 Landlord

Louise Ursula Watt of George Ide LLP, 52 North Street, Chichester, PO19 1NQ, Lynne Mary Purchase of Greytiles 40 Church Road, East Wittering, Chichester, West Sussex, PO20 8PS and Kevin Andrew Coppard of 1-2 The Barn, West Stoke Road, West Lavant, Chichester, PO18 9AA as Executors of the Estate of the late Christopher Francis Russell Purchase

LR3.2 Tenant

BNP Paribas Real Estate Advisory & Property Management UK Limited incorporated and registered in England and Wales with company number 04176965 whose registered office is at 10 Harewood Avenue, London, NW1 6AA.

LR4. Property

See the definition of "Property" in Clause 1.1 of this lease.

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 1.1 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 1.1 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 rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

This lease is dated 12 December 2024

PARTIES

- (1) The Landlord so specified at clause LR3.1 (**Landlord**); and
- (2) The Tenant so specified at clause LR3.2 (**Tenant**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent: rent at a rate of £21,000 per annum.

Building: 31 North Street Chichester West Sussex PO19 1TL comprised within the Landlord's freehold title, registered at HM Land Registry with title number WSX297808 as at the date of this Lease and shown for identification purpose only edged red on the Plan 1 but excluding the land edged in green.

Common Parts: the internal parts of the Building used by the Tenant in common with others apart from the Property and the Lettable Units.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Contractual Term: a term of years beginning on, and including 25 September 2023 and ending on, and including 23 September 2028.

Default Interest Rate: four percentage points above the Interest Rate.

Entrance Hall: the entrance hall coloured yellow on the Plan 2.

Insurance Rent: the aggregate in each year of:

- (a) a fair proportion of the gross cost of the premium before any discount or commission for:
 - (i) the insurance of the Building 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 be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) public liability insurance in relation to the Common Parts;
- (b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and

- (c) any insurance premium tax payable on the above.

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 terrorism 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.

Interest Rate: interest at the base lending rate from time to time of National Westminster Bank Plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Lettable Unit: a floor or part of a floor of the Building other than the Property, that is let or is capable of being let and occupied on terms similar to those of this lease.

Neighbouring Lease: the lease of other property at the ground floor of the Building as more particularly described in the lease dated 18 August 2016 made between (1) the Landlord and (2) The Sussex Food Co Limited and Nicholas Sutherland and Timothy Vaughan (3) which is duly registered at HM Land Registry with title number WSX385649 including all supplemental documents to it.

Permitted Use: use as an estate agents within Use Class E of the Town and Country Planning (Use Classes) Order 1987 as amended at the date this lease is granted.

Plan 1: the plan attached to this lease and so marked.

Plan 2: the plan attached to this lease and so marked.

Plan 3: the plan attached to this lease and so marked.

Previous Lease: the lease of the Property and other premises dated 2 October 2008 which is at the date of this lease duly registered at HM Land Registry with title number WSX323934 and made between the Landlord (1) and Strutt and Parker LLP (2) and all deeds, licence, consent approval or other instrument supplemental or collateral to it.

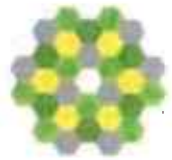
Previous Lease Alterations: any alterations undertaken by or for any tenant, undertenant or occupier during or in anticipation of the Previous Lease (in so far as they relate to the Property demised by this Lease).

Property: the ground floor parts of the Building edged red on the Plan 2 bounded by and including:

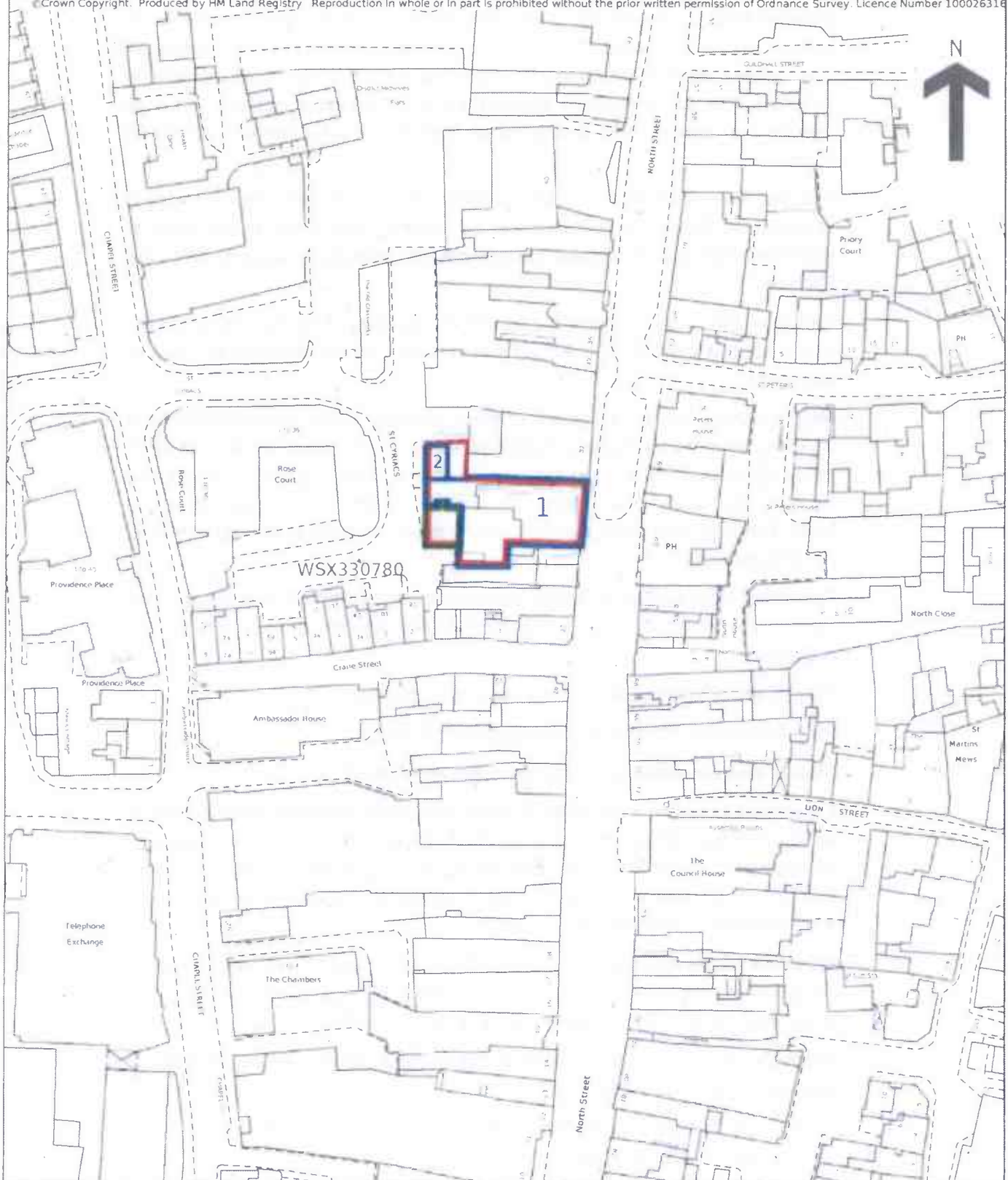
- (a) the floorboards or floor screed including any joists or structures supporting the floors;
- (b) the ceilings up to the underside of the joists supporting the ceilings;
- (c) the interior finishes of exterior walls and columns;

HM Land Registry
Official copy of
title plan

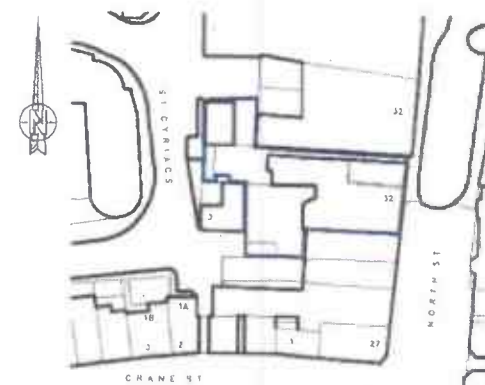
Title number **WSX297808**
Ordnance Survey map reference **SU8605SW**
Scale **1:1250**
Administrative area **West Sussex :**
Chichester



© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316



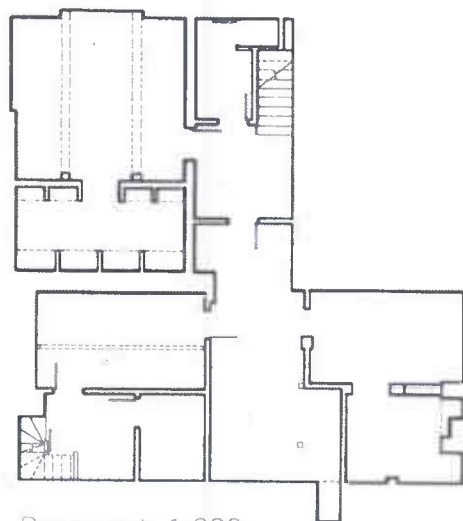
MAZ



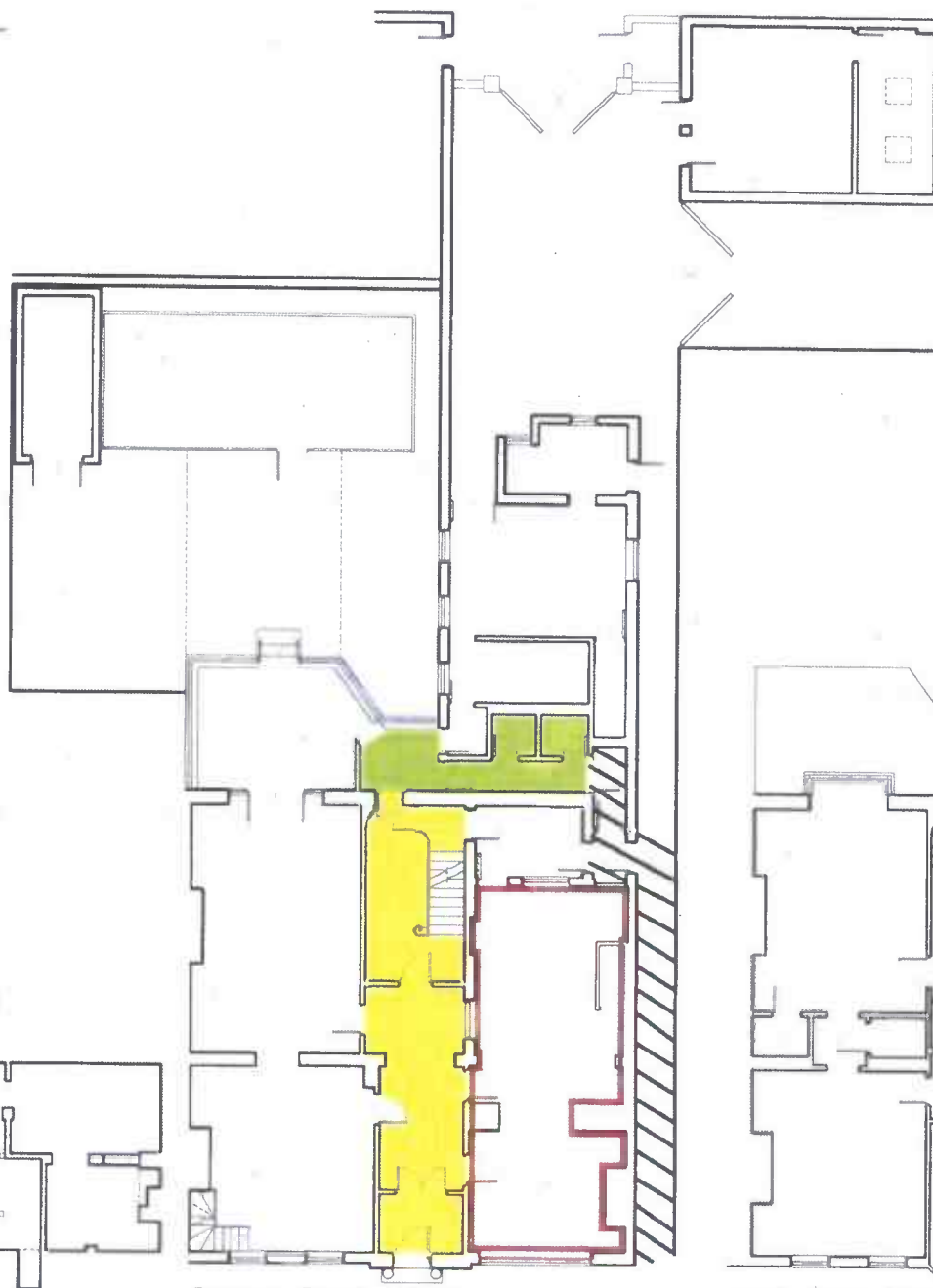
0m 10m 20m 30m 40m 50m

K.A.D. Licensed O.S. No. 100047482

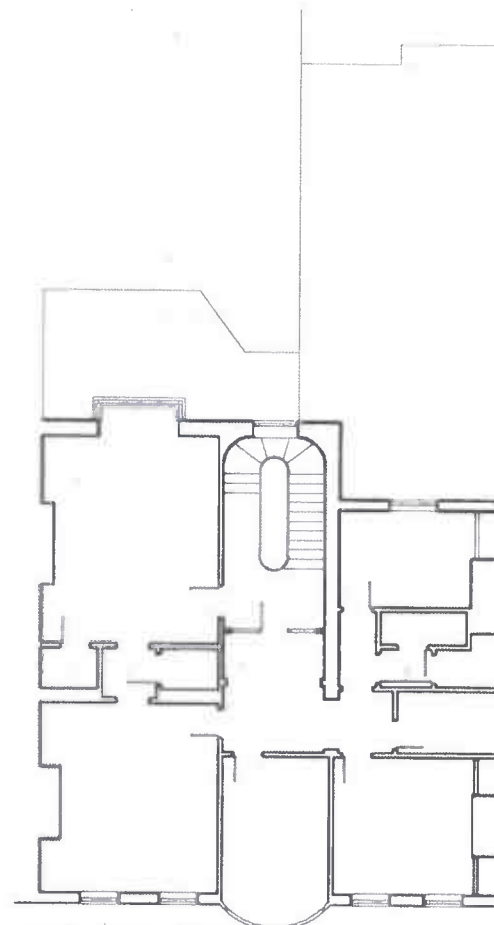
Location Plan 1:1250



Basement 1:200



Ground Floor 1:200

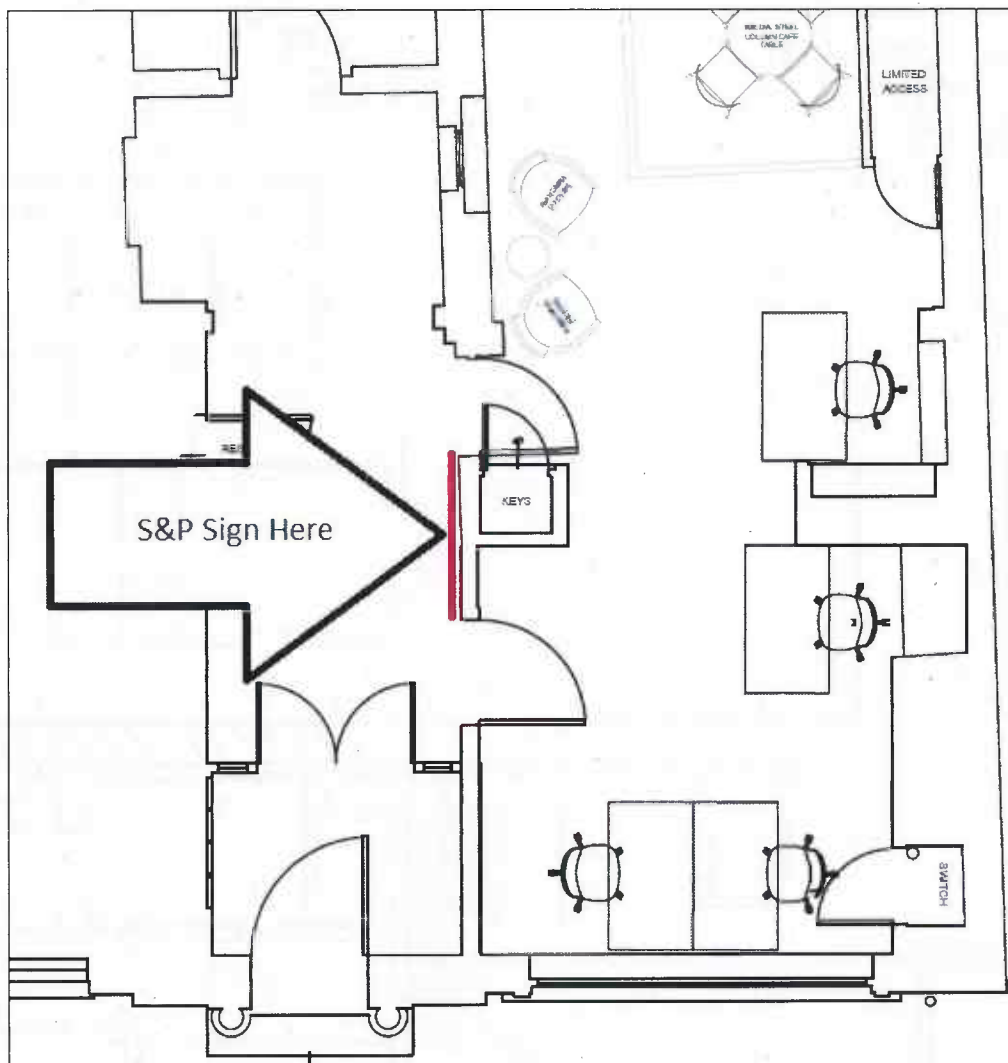


First Floor 1:200

Rev.		Revision		By	Date
K NIGHT A RCHITECTURAL D ESIGN					
<small>K.A.D. LLP First Floor Unit P The Quadrant Park Square PO6 4TP T 01-489 660 154 E kad@k.a.d.co.uk W www.k.a.d.co.uk </small>					
Client					
FLUDE					
Project					
31 NORTH STREET, CHICHESTER, PO19 1LX					
Drawing					
LEASE PLAN					
Scale		Date			
1:200@A4		OCT 2023			
Project no	Sequential	Blk/Floor	Date	Rev.	
KAD	02	A	LP		

MAZ
SR

Plan 3 – Sign location



M13
or

- (d) the interior finishes of the interior structural or load-bearing walls and columns that adjoin another Lettable Unit or the Common Parts;
 - (e) all the doors and windows and their frames and fittings;
 - (f) all the interior, non-structural or non-load-bearing walls and columns;
- but excluding:
- (g) structural or load-bearing walls and columns other than their interior finishes; and
 - (h) all Service Media within that part of the Building but which do not exclusively serve that part of the Building.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Charge a fair proportion of the Service Costs such proportion to be calculated by reference to the floor area of the Property as compared with the floor area of the Building provided that the Landlord shall have the right to vary such proportion to take account of any changes in the floor area of the Building if the floor area of the Building changes

Service Charge Year: is the annual accounting period relating to the Services and the Service Costs from time to time selected by the Landlord.

Service Costs: the costs listed in clause 7.2.

Service Media: all media for the supply or removal of heat electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: the services listed in clause 7.1.

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and the charges register of title number WSX297808.

Toilets: ~~the toilet facilities shown coloured green on the Plan 2~~ have the meaning given to "Toilet facilities" in the Neighbouring Agreement^(*)

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1954 Act: Landlord and Tenant Act 1954.

- 1.2 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.
- 1.3 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

^(*) dated 12 December 2024 and made between (1) the Tenant and (2) The Sussex Food Co Limited

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.

- 1.4 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.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, a **Lettable Unit** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Building.
- 1.8 A reference to the **term** is to the Contractual Term and any agreed or statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **perpetuity period** are to the period of 80 years from the commencement of the term and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964.
- 1.11 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.5.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.13 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.

- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 A **person** includes a corporate or unincorporated body.
- 1.18 References to **writing** or **written** do not include faxes or email.
- 1.19 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.
- 1.20 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord lets with limited 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 Service Charge and all VAT in respect of it;
 - (c) the Insurance Rent; and
 - (d) all interest payable under this lease; and
 - (e) all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 Subject to the tenant paying the Rent the Landlord grants the Tenant the following rights (the **Rights**):

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property to the date of this lease;
- (b) the right to use the Entrance Hall, and the hallways, corridors, stairways, and landings of the Common Parts for the purposes of access to and egress from the Property and the Toilets, the Landlord using its reasonable endeavours to ensure there is a clear path to the Property at all times;
- (c) the right to use and (subject to the landlord's prior written consent) to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed during the perpetuity period to include (but not limited to) the right to connect into and use the water supply (and the Landlord's consent is hereby granted to that connection);
- (d) the right to use, connect into and move (or procure the moving of) any telecommunication data cables connecting to or previously connected to other parts of the Building previously occupied by the Tenant, and the right for the Tenant and those authorised by it to enter other parts of the Building so far as is reasonably necessary to carry out the same;
- (e) the right to attach any item to the Common Parts adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease;
- (f) the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to:
 - (i) carry out any works to the Property required or permitted by this lease; and
 - (ii) access the Toilets
- (g) the right to use the passageway hatched black on Plan 2 leading from the rear of the Building to North Street
- (h) the right at reasonable times on prior notice to have access for the purposes of taking readings to the meters situated in the basement of the Building;

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) 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 29.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Right mentioned in clause 3.1 (c) the Landlord may, at its discretion, change the route and the area over which any of that Right is exercised, and may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.7 In exercising the Rights mentioned in clause 3.1(f), the Tenant shall:
- (a) except in case of emergency, give reasonable notice to the Landlord and any occupiers of the relevant Lettable Units of its intention to exercise the Rights save for no notice shall be required to use and access the Toilets during normal business hours;
 - (b) except in relation to access to the Toilets, where reasonably required by the Landlord or the occupier of the relevant Lettable Units, exercise the Rights only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant Lettable Units;
 - (c) cause as little damage as possible to the Building, Entrance Hall and Common Parts, Toilets and the other Lettable Units and to any property belonging to or used by the Landlord or the tenants or occupiers of the other Lettable Units;
 - (d) in relation to the carrying out of any works referred to in clause 3.1(f), cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the other Lettable Units as is reasonably practicable; and
 - (e) promptly make good (to the reasonable satisfaction of the Landlord) any damage caused to the Building or Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising the Rights.
- 3.8 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Building, Common Parts or any Lettable

Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit 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 Building and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent 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 which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the term (and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964); the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations provided that the Tenant's reasonable use of the Property is not thereby materially impeded;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
- (b) to carry out any works to any other Lettable Unit.

- (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property or the Building.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord and in exercising the Rights in clauses 4.1 and 4.2 the Landlord shall:

- (a) except in case of emergency, give reasonable notice to the Tenant of its intention to exercise the Rights;
- (b) cause as little inconvenience as possible to the Tenant as is reasonably practicable; and
- (c) promptly make good (to the reasonable satisfaction of the Tenant) any damage caused to the Building or Common Parts (or to any property belonging to or used by the Tenant) by reason of the Landlord exercising the Rights.

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.

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 or by any other method that 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 date of this lease and shall be the proportion, calculated on a daily

basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

7. SERVICES AND SERVICE CHARGE

7.1 The Services are:

- (a) cleaning, maintaining, rebuilding, repointing and repairing the Building, Entrance Hall and Common Parts including all walls, structural parts, gutters and Service Media forming part of the Common Parts (and remedying any inherent defect);
- (b) cleaning the outside of the windows of the Building;
- (c) lighting the Entrance Hall and Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts or in the Entrance Hall;
- (d) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;
- (e) cleaning, maintaining, repairing and replacing signage for the Common Parts and Entrance Hall;
- (f) cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts;
- (g) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts;
- (h) decorating the Building and internal areas of the Entrance Hall and Common Parts;
- (i) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Entrance Hall and Common Parts;
- (j) cleaning, maintaining, repairing and replacing the furniture and fittings on the Entrance Hall and Common Parts;
- (k) heating the internal areas of the Common Parts and Building and cleaning, maintaining, repairing and replacing heating machinery and equipment serving the Common Parts and Building;
- (l) complying with any statutory, legal or regulatory requirements in relation to the Building and Common Parts; and
- (m) any other service or amenity that the Landlord may in its absolute discretion acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Building.

7.2 The **Service Costs** are the total of:

- (a) the whole of the costs of:
 - (i) providing the Services;
 - (ii) the supply and removal of electricity, gas, water, sewage and other utilities to and from the Common Parts and Building;
 - (iii) complying with the recommendations and requirements of the insurers of the Building (insofar as those recommendations and requirements relate to the Common Parts);
 - (iv) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts;
 - (v) complying with the Third Party Rights insofar as they relate to the Common Parts; and
 - (vi) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the Building as a whole);
- (b) the proper and reasonable costs, fees and disbursements (on a full indemnity basis) of:
 - (i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same; and
 - (ii) accountants employed by the Landlord to prepare and audit the service charge accounts;
- (c) all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building); and
- (d) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

7.3 Subject to the Tenant paying the Service Charge, the Landlord shall use its reasonable endeavours:

- (a) to repair the structural parts of the Common Parts and Building;

- (b) to keep the internal areas of the Common Parts clean and to decorate the same not less often than every three years, and to clean the outside of the windows of the Building as often as the Landlord considers appropriate;
 - (c) to keep the internal areas of the Common Parts reasonably well lit;
- 7.4 The Landlord may, but shall not be obliged to, provide any of the other Services.
- 7.5 The Landlord shall not be liable for:
 - (a) any interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord; or
 - (b) any injury, loss or damage suffered by the Tenant as a result of any absence or insufficiency of any of the Services or of any breakdown or defect in any Service Media, except where due to the omission of the Landlord.
- 7.6 Before or as soon as possible after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.
- 7.7 The Tenant shall pay the estimated Service Charge for each Service Charge Year in four equal instalments on each of the Rent Payment Dates.
- 7.8 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the date of this lease and the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.
- 7.9 Within 6 months of the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year.
- 7.10 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year.

Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

- 7.11 Without prejudice to clause 8.4(f), where the Landlord provides any Service by reason of the damage to or destruction of the Common Parts by an Insured Risk, the costs of that Service shall not be included in the Service Charge.
- 7.12 If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is less than the Service Charge, the Tenant shall pay the difference within 14 days of demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited).

8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Building other than any plate glass 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) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes.
- 8.4 The Tenant shall:
- (a) give the Landlord notice as soon as reasonably practicable of any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building;

- (b) not do or omit anything as a result of which any policy of insurance of the Building or any neighbouring property may 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 insurance or additional premium may become payable;
- (c) comply at all times with the requirements and recommendations of the Insurers relating to the Property and the use by the Tenant of the Common Parts;
- (d) give the Landlord notice as soon as reasonably practicable of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
- (e) not effect any insurance of the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property 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 Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts 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 Building to repair the damage for which the money has been received or (as the case may be) in rebuilding the Building. 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 and its access, services and amenities is provided; or
- (b) repair or rebuild the Building after a notice has been served pursuant to clause 8.7 or clause 8.8.

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 Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance in relation to the Property or the Common Parts 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 or the Common Parts 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 Common Parts have 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.

- 8.7 If, following damage to or destruction of the Building, the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Building, the Landlord may 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 shall belong to the Landlord.
- 8.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have 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 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 If any such rates, taxes or other impositions are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.
- 9.3 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.

- 9.4 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 and 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 and the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

11. COMMON ITEMS

- 11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Building but used or capable of being used by the Building 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, 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 the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether 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 reasonable and proper 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 or in contemplation of:
- (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.

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 the Landlord reasonably requires a person of standing 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 (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 or other money 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 or part of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

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 other than is usual in the market at that time.

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 and which is payable at the same times as the Annual Rent under this lease;
- (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 (other than as to the Annual Rent) 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 nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld; and
- (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.

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 the 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; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 (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.

23. REMOVAL OF ENTRIES

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove any notice of this Lease registered against the Landlord's registered title and shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

24. REPAIRS

- 24.1 The Tenant shall keep the Property clean and tidy and in good and substantial repair and condition which shall include having regard to the nature and condition of the Property at the date on which the Previous Lease was granted in so far as the Previous Lease relates to the Property.
- 24.2 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.

25. DECORATION

- 25.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 25.2 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.
- 25.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

- 25.4 The Tenant shall replace the floor coverings and surfaces at the Property within the three months before the end of the term with new ones of equivalent or comparable material and design to the existing coverings and surfaces and with good quality materials and appropriate to the Property and the Permitted Use.

26. ALTERATIONS AND SIGNS

- 26.1 The Tenant shall not make any internal alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld PROVIDED THAT consent shall not be required for:

- (a) the installation of a tea and coffee point and sink at the rear of the Property;
- (b) the installation of non-demountable glass partitioning within the Property

subject to the Tenant providing to the Landlord within 10 working days of receipt copies of all certificates, local authority consents (if required) and any other guarantees, warranties or consents for such works undertaken.

- 26.2 The Tenant shall not install nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

- 26.3 The Tenant shall not without the Landlord's consent, such consent not to be unreasonably withheld, nor without obtaining any local authority approvals as may be necessary, attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building other than signage as is usual for an estate agent's and surveyor's office including sales particulars and advertisements PROVIDED THAT consent shall not be required (other than for design which shall not be unreasonably withheld and subject to local authority approvals being obtained) to:

- (a) the replacement of the existing awning with one in the Tenant's corporate design; and
- (b) the installation of a sign showing the Tenant's name on the wall in the location shown for identification only marked red on Plan 3.

27. RETURNING THE PROPERTY TO THE LANDLORD

- 27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 27.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property (including for the avoidance of doubt any installation of a tea and coffee point and sink undertaken pursuant to clause 26.1), remove any alterations it has made to the Property and any Previous Lease Alterations and make good any damage caused to the Property by that removal.
- 27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 27.4 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 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.
- 27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

28. USE

- 28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 28.2 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 Lettable Units or any owner or occupier of neighbouring property.
- 28.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

29. MANAGEMENT OF THE BUILDING

- 29.1 The Tenant shall observe all 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 use of the Common Parts and the management of the Building.
- 29.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

30. COMPLIANCE WITH LAWS

- 30.1 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 from the Property.
- 30.2 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.
- 30.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building (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.
- 30.4 The Tenant shall not apply for any planning permission for the Property except, with the Landlord's consent, such consent not to be unreasonably withheld, a planning permission which relates to the Permitted Use.
- 30.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file

- 30.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 30.7 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.
- 30.8 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.

31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 31.1 The Tenant shall not grant any right or licence over the Property to any person nor permit any person to make any encroachment over the Property.
- 31.2 The Tenant shall not obstruct the flow of light or air to the Property.
- 31.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Building is enjoyed with the consent of any third party.
- 31.4 The Tenant shall immediately notify the Landlord if any person takes or threatens to take any action to obstruct the flow of light or air to the Property.

32. REMEDY BREACHES

- 32.1 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.
- 32.2 If the Tenant has not begun any works needed to remedy that breach within two 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.

32.3 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.

32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

33. INDEMNITY

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 Building and loss of amenity of the Building) 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 the Common Parts with the actual or implied authority of any of them.

34. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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.

35. GUARANTEE AND INDEMNITY

35.1 The provisions of the Schedule apply.

35.2 If any of the events mentioned in clause 36.1(c) occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 36.1(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.

35.3 Clause 35.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

35.4 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.

36. CONDITION FOR RE-ENTRY

36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 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.

- 36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) 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.

37. TENANT'S RIGHTS IN RELATION TO THE TOILETS

- 37.1 If at any time during the Contractual Term the Neighbouring Lease comes to an end (however it ends), the Landlord shall use his reasonable endeavours to provide or procure a formal right for the Tenant and those authorised by it to use the Toilets and any Service Media at and/or serving the Toilets during normal business hours.
- 37.2 If the Landlord does not provide the right referred to in clause 37.1, the Tenant may terminate this lease at any time after the Neighbouring Lease comes to an end by giving the Landlord written notice specifying the proposed date of termination which shall be at least 2 weeks after the date of the said notice.
- 37.3 This lease will only terminate as a result of notice given under clause 37.2 if, on the intended dated of termination, the Tenant:
- (a) has paid all Annual Rent due up to and including that date; and
 - (b) delivers up the Property free from occupation.
- 37.4 If this lease terminates in accordance with this clause 37 then, within 14 days after the date of termination the Landlord shall refund to the Tenant the proportion of the Annual Rent and any VAT paid in respect of it for the period from and excluding the date of termination up to and excluding the next Rent Payment Date, calculated on a daily basis.

38. LIABILITY

- 38.1 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.
- 38.2 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.

- 38.3 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.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 39.1 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.
- 39.2 The Tenant and the Guarantor acknowledge that in entering into this lease neither has relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord except in respect of written replies to the Tenant's solicitors enquiries.
- 39.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.
- 39.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

- 40.1 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.
- 40.2 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.
- 40.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 40.4 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 or 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.

40.5 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.

40.6 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.

41. GOVERNING LAW AND JURISDICTION

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

41.2 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.

42. 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.

43. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

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

Schedule 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 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 (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and
 - (d) be excluded from sections 24 to 28 of the 1954 Act; and
 - (e) 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 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 months Annual Rent and the Guarantor shall pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 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.
- 6.2 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.

- 6.3 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.

7. OTHER SECURITIES

- 7.1 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.
- 7.2 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.
- 7.3 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.

Signed as a deed by Louise Ursula
Watt
in the presence of:

.....
Louise Ursula Watt

.....
Witness's signature
Name:
Address:

Signed as a deed by Lynne Mary
Purchase
in the presence of:

.....
Lynne Mary Purchase

.....
Witness's signature
Name:
Address:

Signed as a deed by Kevin Andrew
Coppard
in the presence of:

.....
Kevin Andrew Coppard

.....
Witness's signature
Name:
Address:

Counterpart

Signed as a deed by BNP Paribas
Real Estate Advisory & Property
Management UK Limited acting by two
Directors

M. Zmy. - A.

.....
Director


.....
Director