

BETWEEN:

- NOW THIS DEED WITNESSES as follows:

The clause, paragraph and schedule headings and the table of contents do not form part of this document and are not to be taken into account in its construction or interpretation.

1.8 'The Insured Risks'

'The Insured Risks' means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles and by aircraft and articles dropped from aircraft--other than war risks--flood damage and bursting and overflowing of water pipes and tanks, and such other risks, whether or not in the nature of the foregoing, as the Landlord acting reasonably from time to time decides to insure against.

1.9 'Interest'

References to 'interest' are references to interest payable during the period from the date on which the payment 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 1.10 cease to exist, at another rate of interest closely comparable with the Interest Rate decided on by the Landlord acting reasonably.

1.10 The Interest Rate'

'The Interest Rate' means the rate of 4% a year above the base lending rate of Lloyds TSB Bank plc or such other bank being a member of the British Bankers Association as the Landlord may from time to time nominate in writing.

1.11 Interpretation of 'consent' and 'approved'

1.11.1 *Prior written consent or approval*

References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.

1.11.2 *Consent or approval of mortgagee or head landlord*

Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord, where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

1.12 Interpretation of 'the Guarantor'

The expression 'the Guarantor' includes any person who enters into covenants with the Landlord pursuant to clause 3.9.5.2 or clause 3.23.

1.13 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

1.14 Interpretation of 'the last year of the Term' and 'the end of the Term'

References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines and references to the 'end of the Term' are references to the end of the Term whensoever and howsoever it determines.

1.15 Interpretation of 'the Tenant'

'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

1.16 Interpretation of 'this Lease'

Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

1.17 Joint and several liability

Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.18 'The Liability Period'

'The Liability Period' means:

- 1.18.1 in the case of any guarantor required pursuant to clause 3.9.5.2, the period during which the relevant assignee is bound by the tenant covenants of this Lease together with any additional period during which that assignee is liable under an authorised guarantee agreement; and
- 1.18.2 in the case of any guarantor under an authorised guarantee agreement, the period during which the relevant assignee is bound by the tenant covenants of this Lease.

1.19 'Losses'

References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements or expenses arising from any claim, demand, action or proceedings.

1.20 'The 1954 Act'

'The 1954 Act' means the Landlord and Tenant Act 1954.

1.21 'The 1995 Act'

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995.

1.22 Obligation not to permit or suffer

Any covenant by the Tenant not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person.

1.23 'The Office Covenants'

'The Office Covenants' means the covenants set out in schedule 2.

1.24 'The Permitted Use'

'The Permitted Use' means use as offices.

1.25 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004.

1.26 'The Premises'

1.26.1 Definition of 'the Premises'

'The Premises' means the land and building known as 9 Milbanke Court, Milbanke Way, Bracknell, Berkshire RG12 1RP.

1.26.2 Interpretation of 'the Premises'

The expression 'the Premises' includes:

- 1.26.2.1 all the interior of the Premises buildings, erections, structures; fixtures, fittings and appurtenances on the Premises from time to time;
- 1.26.2.2 all additions, alterations and improvements carried out during the Term;
- 1.26.2.3 the Parking Bays; and
- 1.26.2.4 the Conduits

but excludes the main structural parts of the Premises including the roof and foundations thereof and the air space above and any fixtures installed by the Tenant or any predecessors in title that can be removed from the Premises without defacing the Premises. Unless the contrary is expressly stated, 'the Premises' includes any part or parts of the Premises.

1.27 The Uninsured Risks'

'The Uninsured Risks' means any risk or element of risk against which insurance cover is not generally available for property such as the Premises or is available only on terms or subject to conditions making it unreasonable in all the circumstances to take out insurance against that risk or element of risk.

1.27 References to clauses and schedules

Any reference in this document to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule to this document so numbered.

1.28 References to rights of access

References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises and to all persons authorised in writing by the Landlord and any head landlord or mortgagee, including agents, professional advisers, contractors, workmen and others.

1.29 References to statutes

Unless expressly stated to the contrary any references to a specific statute include any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute.

1.30 'The Rent'

'The Rent' means the sum of £38,000 per annum.

1.31 'The Rent Commencement Date'

'The Rent Commencement Date' means 30 August 2019.

1.32 'The Surveyor'

'The Surveyor' means any person or firm appointed by the Landlord. The Surveyor may be an employee of the landlord or a company that is a member of the same group as the Landlord within the meaning of the 1954 Act Section 42. The expression 'the Surveyor' includes the person or firm appointed by the Landlord to collect the Lease Rents.

1.33 Terms from the 1995 Act

Where the expressions 'landlord covenants', 'tenant covenants', or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

1.34 'VAT'

'VAT' means value added tax or any 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.

1.35 The Parking Bays

'The Parking Bays' means the 10 parking bays.

2 DEMISE

The Landlord lets the Premises to the Tenant with full title guarantee, excepting and reserving to the Landlord the rights specified in schedule 1, to hold the Premises to the Tenant for the Term subject to the rights, easements, privileges, restrictions, covenants and stipulations affecting the Premises contained or referred to in schedule 3, yielding and paying to the Landlord the Rent, without any deduction or set-off, 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, being a proportionate sum in respect of 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 document.

3 THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 Rent

3.1.1 *Payment of the Rent*

The Tenant must pay the Rent on the days and in the manner set out in this Lease, and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

3.1.2 *Payment by banker's order*

If so required in writing by the Landlord, the Tenant must pay the Rent by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord nominates from time to time.

3.2 Outgoings and VAT

3.2.1 *Outgoings exclusive to the Premises*

The Tenant must pay, and must indemnify the Landlord against:

- 3.2.1.1 all rates (save for those rates which relate to the top floor of the Premises), taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or on the owner or occupier of them, excluding any payable by the Landlord occasioned by receipt of the Lease Rents or by any disposition of or dealing with this Lease or ownership of any interest reversionary to the interest created by it—provided that if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good such loss to the Landlord;
- 3.2.1.2 all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant under this Lease; and
- 3.2.1.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save where such VAT is recoverable or available for set-off by the Landlord as input tax.

3.2.2 *Outgoings assessed on the Premises and other property*

The Tenant must pay, and must indemnify the Landlord against, the proportion reasonably attributable to the Premises—to be determined from time to time by the Surveyor, acting as an expert and not as an arbitrator—of all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or at any time during the Term may be charged, assessed or imposed on the Premises and any other property, including any adjoining property of the Landlord, or on their owners or occupiers.

3.3 Cost of services consumed

The Tenant must pay to the suppliers, and indemnify the Landlord against, all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Premises, including meter rents and standing charges, and must comply with the lawful requirements and regulations of their respective suppliers.

3.4 Repair, cleaning and decoration

3.4.1 *Repair of the Premises*

The Tenant must repair the Premises and keep them in good condition and repair, except for damage caused by one or more of the Insured Risks save to the extent that any insurance money is irrecoverable due to any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority

3.4.2 *Replacement of landlord's fixtures*

The Tenant must replace from time to time any landlord's fixtures and fittings in the Premises that may be or become beyond repair at any time during or at the end of the Term.

3.4.3 *Cleaning and tidying*

The Tenant must keep the Premises clean and tidy and clear of all rubbish.

3.4.4 *The Parking Bays*

3.4.4.1 *Storage on the Parking Bays*

The Tenant must not store anything on the Parking Bays or bring anything onto them that is or might become untidy, unclean, unsightly or in any way detrimental to the Building or the area generally.

3.4.4.2 *Rubbish on the Parking Bays*

The Tenant must not deposit any waste, rubbish or refuse on the Included Parking Bays or place any receptacle for waste, rubbish or refuse on them.

3.4.4.3 *Caravans on the Included Parking Bays*

The Tenant must not keep or store any caravan or movable dwelling on the Included Parking Bays.

3.4.5 *Decoration*

As often as may in the reasonable opinion of the Surveyor be necessary in order to maintain a high standard of decorative finish and attractiveness and to preserve the Premises and in the last year of the Term the Tenant must redecorate the interior of the Premises in a good and workmanlike manner, with appropriate materials of good quality, to the reasonable satisfaction of the Surveyor, any change in the tints, colours and patterns of the decoration to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed, provided that the covenants relating to the last year of the Term are not to apply where the Tenant has redecorated the Premises less than 12 months before the end of the Term.

3.5 *Waste and alterations*

3.5.1 *Waste, additions and alterations*

The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises or make any alteration to the Premises except as permitted by the provisions of this clause 3.5.

3.5.2 *Pre-conditions for alterations*

The Tenant must not make any alterations to the Premises unless he first:

- 3.5.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
- 3.5.2.2 makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect who must supervise the work throughout to completion;
- 3.5.2.3 pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;
- 3.5.2.4 enters into any covenants the Landlord requires as to the execution and reinstatement of the alterations; and
- 3.5.2.5 obtains the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

In the case of any works of a substantial nature, the Landlord may require the Tenant to provide, before starting the works, adequate security in the form of a deposit of money or the provision of a bond, as assurance to the Landlord that any works he permits from time to time will be fully completed.

3.5.3 *Internal partitions*

Without prejudice to the provisions of this clause 3.5, the Tenant may install and remove internal demountable partitions if he gives notice of the works and supplies a plan and specification to the Landlord within one month of completion of the works, consults a qualified services consultant before commencement of the works and ensures that there is no disruption of the services and supplies in, to and through the Premises.

3.5.4 *Removal of alterations*

At the end of the Term, if so requested by the Landlord, the Tenant must remove any additions, alterations or improvements made to the Premises and must make good any part of the Premises damaged by their removal.

3.5.5 *Connection to the Conduits*

The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord, whose approval may not be unreasonably withheld or delayed, and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

3.6 *Aerials signs and advertisements*

3.6.1 *Masts and wires*

The Tenant must not erect any pole or mast or install any cable or wire on the Premises, whether in connection with telecommunications or otherwise.

3.6.2 *Advertisements*

The Tenant must not fix to or exhibit on the outside of the Premises or fix to or exhibit through any window of the Premises or display anywhere on the Premises any placard, sign, notice, fascia, board or advertisement except, with the prior consent of the Landlord, such consent not to be unreasonably withheld or delayed.

3.7 *Statutory obligations*

3.7.1 *General provision*

The Tenant must comply in all respects with the requirements of any statutes, and any other obligations imposed by law or by any byelaws, applicable to the Premises or the trade or business for the time being carried on there.

3.7.2 *Particular obligations*

3.7.2.1 *Works required by statute, department or authority*

Without prejudice to the generality of clause 3.7.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they 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 the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the owner, the occupier or any other person.

3.7.2.2 Acts causing losses

Without prejudice to the generality of clause 3.7.1, the Tenant must not do in or near the Premises anything by reason of which the Landlord may incur any losses under any statute.

3.7.2.3 CDM Regulations

Without prejudice to the generality of clause 3.7.1, the Tenant must comply with the provisions of the CDM Regulations, be the only client, as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations. The provisions of clause 5.9.3 are to have effect in any circumstances to which these obligations apply.

3.7.2.4 Delivery of health and safety files

At the end of the Term, the Tenant must forthwith deliver to the Landlord any and all health and safety files relating to the Premises required to be maintained under the CDM Regulations.

3.8 Entry to inspect and notice to repair

3.8.1 *Entry and notice*

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:

- 3.8.1.1 to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed,
- 3.8.1.2 to view the state of repair and condition of the Premises and to open up floors and other parts of the Premises (including the soil, subsoil and substratum) where that is necessary in order to do so and
- 3.8.1.3 to give to the Tenant, or notwithstanding clause 8.8 leave on the Premises, a notice ('a notice to repair') specifying the works required to remedy any breach of the Tenant's obligations as to the repair and condition of the Premises in this Lease

provided that any opening-up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease.

3.8.2 *Works to be carried out*

The Tenant must carry out the works specified in a notice to repair immediately including making good any opening up that revealed a breach of the terms of this Lease.

3.8.3 *Landlord's power in default*

If within one month of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it, or if the Tenant fails to finish the work within two months, or if in the Landlord's Surveyor's reasonable opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord to enter the Premises to execute the outstanding work and must within 14 days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including legal costs and surveyor's fees.

3.9 Alienation

3.9.1 *Alienation prohibited*

The Tenant must not hold the Premises on trust for another. The Tenant must not part with possession of the Premises or any part of the Premises or permit another to occupy them or any part of them except pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease.

3.9.2 *Assignment, subletting and charging of part*

The Tenant must not assign or charge part only of the Premises and must not sublet the whole or any part of the Premises.

3.9.3 *Assignment of the whole*

Subject to clauses 3.9.4 and 3.9.5, the Tenant must not assign the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

3.9.4 *Circumstances*

If any of the following circumstances—which are specified for the purposes of the Landlord and Tenant Act 1927 Section 19(1A)—applies either at the date when application for consent to assign is made to the Landlord, or after that date but before the Landlord's consent is given, the Landlord may withhold his consent and if, after the Landlord's consent has been given but before the assignment has taken place, any such circumstances apply, the Landlord may revoke his consent, whether his consent is expressly subject to a condition as referred to in clause 3.9.5.4 or not. The circumstances are:

- 3.9.4.1 that any sum due from the Tenant under this Lease remains unpaid;
- 3.9.4.2 that in the Landlord's reasonable opinion the assignee is not a person who is likely to be able to comply with the tenant covenants of this Lease and to continue to be able to comply with them following the assignment;
- 3.9.4.3 that the proposed assignee is a group company of the Tenant within the meaning of the 1954 Act Section 42 or
- 3.9.4.4 that the assignee or any guarantor for the assignee, other than any guarantor under an authorised guarantee agreement, is a corporation registered—or otherwise resident—in a jurisdiction in which the order of a court obtained in England and Wales will not necessarily be enforced against the assignee or guarantor without any consideration of the merits of the case.

3.9.5 *Conditions*

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 consent for an assignment by the Tenant and any such consent is to be treated as being subject to each of the following conditions:

- 3.9.5.1 a condition that on or before any assignment and before giving occupation to the assignee, the Tenant requesting consent to assign, together with any former tenant who by virtue of the 1995 Act Section 11 was not released on an earlier assignment of this Lease, must enter into an authorised guarantee agreement in favour of the Landlord in the terms set out in schedule 4;
- 3.9.5.2 a condition that if reasonably so required by the Landlord on an assignment to a limited company, the assignee must ensure that at least 2 directors of the company, or some other guarantor or guarantors reasonably acceptable to the Landlord, enter into direct covenants with the Landlord in the form of the guarantor's covenants contained in clause 6 with 'the Assignee' substituted for 'the Tenant';
- 3.9.5.3 a condition that on or before any assignment, the Tenant making the request for consent to assign must give to the Landlord a copy of the health and safety file required to be maintained under the CDM Regulations containing full details of all works undertaken to the Premises by that Tenant; and
- 3.9.5.4 a condition that if, at any time before the assignment, the circumstances specified in clause 3.9.4, or any of them, apply, the Landlord may revoke the consent by written notice to the Tenant.

3.9.6 *Charging of the whole*

The Tenant must not charge the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

3.9.7 *Registration of permitted dealings*

Within 28 days of any assignment, charge, or any transmission or other devolution relating to the Premises, the Tenant must produce a certified copy of any relevant document for registration with the Landlord's solicitor, and must pay the Landlord's solicitor's charges for registration of at least £75 plus VAT.

3.9.8 *Sharing with a Group Company*

Notwithstanding clause 3.9.1, the Tenant may share the occupation of the whole or any part of the Premises with a company that is a member of the same group as the Tenant within the meaning of the 1954 Act Section 42, for so long as both companies remain members of that group and otherwise than in a manner that transfers or creates a legal estate.

3.10 *Nuisance and residential restrictions*

3.10.1 *Nuisance*

The Tenant must not do anything on the Premises or allow anything to remain on them that may be or become a nuisance or cause annoyance, disturbance, inconvenience, injury or damage to the Landlord or his tenants or the owners or

occupiers of any adjoining property of the Landlord of or any other adjacent or neighbouring premises.

3.10.2 *Auctions, trades and immoral purposes*

The Tenant must not use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal or immoral act or purpose.

3.10.3 *Residential use, sleeping and animals*

The Tenant must not use the Premises as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them.

3.11 *Costs of applications, notices and recovery of arrears*

The Tenant must 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—properly and reasonably incurred by the Landlord in relation to or incidental to:

- 3.11.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any lawful qualification or condition or the application is withdrawn;
- 3.11.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146 or by reason or the contemplation or taking of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court;
- 3.11.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and
- 3.11.4 any other steps taken in contemplation of or in direct connection with the enforcement of the covenants on the part of the Tenant contained in this Lease whether during or after the end of the Term including without prejudice to the generality of the foregoing the preparation, service and negotiation of schedules of dilapidations.

3.12 *Planning and development*

3.12.1 *Compliance with the Planning Acts*

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use, and must indemnify the Landlord, and keep him indemnified, both during and following the end of the Term, against all losses in respect of any contravention of those Acts.

3.12.2 *Consent for applications*

The Tenant must not make any application for planning permission without the consent of the Landlord.

3.12.3 *Permissions and notices*

The Tenant must at his expense obtain any planning permissions and serve any notices that may be required for the carrying out of any development on or at the Premises.

3.12.4 *Charges and levies*

Subject only to any statutory direction to the contrary, the Tenant must pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of carrying out or maintaining any development on or at the Premises.

3.12.5 *Pre-conditions for development*

Notwithstanding any consent that may be granted by the Landlord under this Lease, the Tenant must not carry out any development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Landlord has acknowledged that every necessary planning permission is acceptable to him. The Landlord may refuse to acknowledge his acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would, in the reasonable opinion of the Surveyor, be, or be likely to be, prejudicial to the Landlord or to his reversionary interest in the Premises, the Building or any other of the adjoining property of the Landlord whether during the Term or following the end of it.

3.12.6 *Completion of development*

Where a condition of any planning permission granted for development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, the Tenant must, unless the Landlord directs otherwise, finish those works before the end of the Term.

3.12.7 *Security for compliance with conditions*

In any case where a planning permission is granted subject to conditions, and if the Landlord reasonably so requires, the Tenant must provide sufficient security for his compliance with the conditions and must not implement the planning permission until the security has been provided.

3.13 *Plans, documents and information*

3.13.1 *Evidence of compliance with this Lease*

If so requested, the Tenant must produce to the Landlord or the Surveyor any plans, documents and other evidence the Landlord reasonably requires to satisfy himself that the provisions of this Lease have been complied with.

3.13.2 *Information for renewal or rent review*

If so requested, the Tenant must produce to the Landlord, the Surveyor or any person acting as the third party determining the Rent in default of agreement between the Landlord and the Tenant under any provisions for rent review contained in this Lease any information reasonably requested in writing in relation to any pending or intended step under the 1954 Act or the implementation of any provisions for rent review.

3.14 Indemnities

The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Building expressly or impliedly with his authority or 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.

3.15 Reletting boards and viewing

At any time during the last 6 months of the Term and at any time thereafter, and whenever the Lease Rents or any part of them are in arrear and unpaid for longer than 21 days, the Tenant must permit the Landlord to enter the Premises and fix and retain anywhere on them a board advertising them for reletting. While any such board is on the Premises the Tenant must permit viewing of the Premises at reasonable times of the day.

3.16 Obstruction and encroachment

3.16.1 *Obstruction of windows*

The Tenant must not stop up, darken or obstruct any window or light belonging to the Premises.

3.16.2 *Encroachments*

The Tenant must take all steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Premises and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired or if any attempt is made to construct such a thing, to encroach or acquire an easement. At the request of the Landlord the Tenant must adopt such means as are required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

3.17 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the Premises to the Landlord, remove tenant's fixtures and fittings if requested to do so by the Landlord and remove all signs erected by the Tenant or any of his predecessors in title in, on or near the Premises, immediately making good any damage caused by their removal.

3.18 Interest on arrears

The Tenant must pay interest on any of the Lease Rents or other sums due under this Lease that are not paid within 14 days of the date due, whether formally demanded or not, the interest to be recoverable as rent. Nothing in this clause is to entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affect the rights of the Landlord in relation to any non-payment.

3.19 Statutory notices

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any

government department or local, public, regulatory or other authority or court within 7 days of receipt and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, but at his own cost, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.20 Keyholders

The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least 2 keyholders of the Premises.

3.21 Viewing on sale of reversion

The Tenant must, on reasonable notice, at any time during the Term, permit prospective purchasers of the Landlord's reversion or any other interest superior to the Term, or agents instructed in connection with the sale of the reversion or such an interest, to view the Premises without interruption provided they have the prior written authority of the Landlord or his agents.

3.22 Defective premises

The Tenant must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any notices the Landlord from time to time reasonably requires him to display at the Premises.

3.23 Replacement guarantor

3.23.1 *Guarantor replacement events*

In this clause 3.23 references to a 'guarantor replacement event' are references, in the case of an individual, to death, bankruptcy, having a receiving order made against him or having a deputy appointed under the Mental Capacity Act 2005 or entering into a voluntary arrangement, and, in the case of a company, to passing a resolution to wind up, entering into liquidation, a voluntary arrangement or administration or having a receiver appointed.

3.23.2 *Action on occurrence of a guarantor replacement event*

Where during the relevant Liability Period a guarantor replacement event occurs to the Guarantor or any person who has entered into an authorised guarantee agreement, the Tenant must give notice of the event to the Landlord within 14 days of his becoming aware of it. If so required by the Landlord, the Tenant must within 28 days obtain some other person acceptable to the Landlord to execute a guarantee in the form of the Guarantor's covenants in clause 6 or the authorised guarantee agreement in schedule 7, as the case may be, for the residue of the relevant Liability Period.

3.24 Exercise of the Landlord's rights

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

3.25 The Office Covenants

The Tenant must observe and perform the Office Covenants.

4 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.

4.1 Quiet enjoyment

The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

4.2 Repair

The Landlord will keep in good repair and decoration the exterior of the Premises including the roof and foundations thereof and the main structural parts thereof.

5 INSURANCE

5.1 Warranty as to convictions

The Tenant warrants that before the execution of this document he 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.

5.2 Covenant to insure

The Landlord covenants with the Tenant to insure the Building in its own name (except that Pension Practitioner) shall not be liable to pay any premiums to effect such insurance) unless the insurance is vitiated by any act of the Tenant or by anyone at the Building expressly or by implication with the Tenant's authority.

5.3 Details of the insurance

5.3.1 *Office, underwriters and agency*

Insurance is to be taken out in such insurance office, or with such underwriters, and through such agency as the Landlord from time to time decides.

5.3.2 Insurance cover

Insurance must be taken out for the following amounts:

- 5.3.2.1 the sum that the Landlord is from time to time advised by the Surveyor is the full cost of rebuilding and reinstating the Building, including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Building, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses; and
- 5.3.2.2 loss of rental income from the Building, taking account of any rent review that may be due, for 3 years or such longer period as the Landlord from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement.

5.3.3 *Risks insured*

Insurance must be taken out against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Building, and subject to such excesses, exclusions or limitations as the insurer requires.

5.4 Suspension of the Rent

5.4.1 *Events giving rise to suspension*

If and whenever the Building or any part of it is damaged or destroyed so that the Premises or any part of them are unfit for occupation or use by one or more of the Insured Risks —except one against which insurance may not ordinarily be arranged for properties such as the Building unless the Landlord has in fact insured against that risk— and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Building expressly or by implication with his authority, then the provisions of clause 5.4.2 are to have effect.

5.4.2 *Suspending the Rent*

In the circumstances mentioned in clause 5.4.1 the Rent, or a fair proportion of the Rent according to the nature and the extent of the damage sustained, is to cease to be payable until the Building has been rebuilt or reinstated so as to render the Premises, or the affected part, fit for occupation and use, or until the end of 3 years from the destruction or damage whichever period is the shorter, the proportion of the Rent suspended and the period of the suspension to be determined by the Surveyor acting as an expert and not as an arbitrator.

5.5 Landlord's obligation to reinstate

5.5.1 *Obligation to obtain permissions*

If and whenever the Building or any part of it is damaged or destroyed by one or more of the Insured Risks —except one against which insurance may not ordinarily be arranged for properties such as the Building, 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 payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Building expressly or by implication with his authority, then the Landlord must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the Building PROVIDED THAT in the event that one or more of the Insured Risks should occur the liability of Pension Practitioner shall be limited to laying out all monies received in respect of the insurance policy.

5.5.2 *Obligation to reinstate*

Subject to the provisions of clause 5.5.3, and, if any permissions are required, after they have been obtained, the Landlord must as soon as reasonably practicable apply all money received in respect of the insurance taken out by the Landlord pursuant to this Lease, except sums in respect of loss of the Rent in rebuilding or reinstating the parts of the Building destroyed or damaged.

5.5.3 *Relief from the obligation to reinstate*

The Landlord need not rebuild or reinstate the Building if and for so long as the rebuilding or reinstating is prevented because:

- 5.5.3.1 the Landlord, despite using his best endeavours, cannot obtain a necessary permission,
- 5.5.3.2 any permission is granted subject to a lawful condition with which in all the circumstances it is unreasonable to expect the Landlord to comply,
- 5.5.3.3 there is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances,
- 5.5.3.4 the Landlord is unable to obtain access to the site to rebuild or reinstate,
- 5.5.3.5 the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out or because of the occurrence of any other circumstances beyond the Landlord's control.

5.6 Termination on failure to reinstate

5.6.1 *Notice to terminate*

If at the end of a period of 3 years starting on the date of the damage or destruction of the Building by one or more of the Insured Risks the Premises are still not fit for the Tenant's occupation and use, either the Landlord or the Tenant may by notice served at any time within 6 months of the end of that period ('a notice to terminate following failure to reinstate') implement the provisions of clause 5.6.2.

5.6.2 *Termination following failure to reinstate*

On service of a notice to terminate following failure to reinstate, the Term is to cease absolutely—but without prejudice to any rights or remedies that may have accrued—and all money received in respect of the insurance taken out by the Landlord pursuant to this Lease is to belong to the Landlord absolutely.

5.7 Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.7.

5.7.1 *Requirements of insurers*

The Tenant must comply with all the requirements and recommendations of the insurers.

5.7.2 *Policy avoidance and additional premiums*

The Tenant must not do or omit anything that could cause any insurance policy on or in relation to the Building to become wholly or partly void or voidable or do or omit anything by which additional insurance premiums may become payable unless he has previously notified the Landlord and has agreed to pay the increased premium.

5.7.3 *Fire Safety*

The Tenant must comply with the requirements of and the duties imposed by the Fire Safety Regulations and the reasonable requirements of the Landlord as to fire safety at the Building. In particular the Tenant must:

- 5.7.3.1 keep the Premises supplied with such fire fighting equipment as is necessary to comply with the Fire Safety Regulations and as the insurers require, maintaining the equipment to their satisfaction and in efficient working order, causing any sprinkler system and other fire fighting equipment to be inspected by a competent person at least once in every 6 months; and
- 5.7.3.2 not obstruct the access to any fire equipment or the means of escape from the Premises or any part of the Building or lock any fire door while the Premises are occupied.

5.7.4 *Dangerous Substances*

The Tenant must not store on the Premises or bring onto the Building any dangerous substances as defined by the Fire Safety Regulations.

5.7.5 *Notice of events affecting the policy*

The Tenant must give immediate notice to the Landlord of any event that might affect any insurance policy on or relating to the Building and of any event against which the Landlord may have insured under this Lease.

5.7.6 *Notice of convictions*

The Tenant must give immediate notice to the Landlord 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 insurance.

5.7.7 *Other insurance*

If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not taken out or maintained in pursuance of any obligation contained in this Lease, the Tenant must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received.

5.8 *Landlord's further insurance covenants*

The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 5.8 in relation to the insurance policy taken out by the Landlord pursuant to his obligations contained in this Lease.

5.8.1 *Copy policy*

The Landlord must produce to the Tenant on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid.

5.8.2 *Noting of the Tenant's interest*

The Landlord must ensure that the interest of the Tenant is noted or endorsed on the policy.

5.8.3 *Change of risks*

The Landlord must notify the Tenant of any material change in the risks covered by the policy from time to time.

6 *GUARANTEE PROVISIONS*

6.1 *The Guarantor's covenants*

6.1.1 *Nature and duration*

The Guarantor's covenants with the Landlord are given as sole or principal debtor or covenantor with the landlord for the time being and with all his successors in title without the need for any express assignment and the Guarantor's obligations to the Landlord will last throughout the Liability Period.

6.1.2 *The covenants*

The Guarantor covenants with the Landlord to observe and perform the requirements of this clause 6.1.2.

6.1.2.1 *Payment of rent and performance of the Lease*

The Tenant must pay the Rent and VAT charged on them punctually and observe and perform the covenants and other terms of this Lease, and if, at any time during the Liability Period while the Tenant is bound by the tenant covenants of this Lease, the Tenant defaults in paying the Lease Rents or in observing or performing any of the covenants or other terms of this Lease, then the Guarantor must pay the Lease Rents and observe or perform the covenants or terms in respect of which the Tenant is in default and make good to the Landlord on demand, and indemnify the Landlord against, all losses resulting from such non-payment, non-performance or non-observance notwithstanding:

- (a) any time or indulgence granted by the Landlord to the Tenant, any neglect or forbearance of the Landlord in enforcing the payment of the Lease Rents or the observance or performance of the covenants or other terms of this Lease or any refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord is entitled—or will after the service of a notice under the Law of Property Act 1925 Section 146 be entitled—to re-enter the Premises;
- (b) that the terms of this Lease may have been varied by agreement between the Landlord and the Tenant;
- (c) that the Tenant has surrendered part of the Premises—in which event the liability of the Guarantor under this Lease is to continue in respect of the part of the Premises not surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140; and
- (d) anything else (other than a release by deed) by which, but for this clause 6.1.2.1, the Guarantor would be released.

6.1.2.2 *New lease following disclaimer*

If, at any time during the Liability Period while the Tenant is bound by the tenant covenants of this Lease, any trustee in bankruptcy or liquidator of the Tenant disclaims this Lease, the Guarantor must, if so required by notice served by the Landlord within 60 days of the Landlord's becoming aware of the disclaimer, take from the Landlord forthwith a lease of the Premises for the residue of the Term as at the date of the disclaimer, at the Rent then payable under this Lease and subject to the same covenants and terms as in this Lease—except that the Guarantor need not ensure that any other person is made a party to that lease as guarantor—the new lease to commence on the date of the disclaimer. The Guarantor must pay the costs of the new lease and VAT charged thereon, save where such VAT is recoverable or available for set-off by the Landlord as input tax, and execute and deliver to the Landlord a counterpart of the new lease.

6.1.2.3 Payments following disclaimer

If this Lease is disclaimed and the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 6.1.2.2, the Guarantor must pay to the Landlord on demand an amount equal to the the Lease Rents for the period commencing with the date of the disclaimer and ending on whichever is the earlier of the date 6 months after the disclaimer, the date, if any, upon which the Premises are relet, and the end of the Term.

6.1.2.4 Guarantee of the Tenant's liabilities under an authorised guarantee agreement

If, at any time during the Liability Period while the Tenant is bound by an authorised guarantee agreement, the Tenant defaults in his obligations under that agreement, the Guarantor must make good to the Landlord on demand, and indemnify the Landlord against, all losses resulting from that default notwithstanding:

- (a) any time or indulgence granted by the Landlord to the Tenant or neglect or forbearance of the Landlord in enforcing the payment of any sum or the observance or performance of the covenants of the authorised guarantee agreement;
- (b) that the terms of the authorised guarantee agreement may have been varied by agreement between the Landlord and the Tenant; or
- (c) anything else (other than a release by deed) by which, but for this clause 6.1.2.4, the Guarantor would be released.

6.1.3 Severance

6.1.3.1 Severance of void provisions

Any provision of this clause 6 rendered void by virtue of the 1995 Act Section 25 is to be severed from all remaining provisions and the remaining provisions are to be preserved.

6.1.3.2 Limitation of provisions

If any provision in this clause 6 extends beyond the limits permitted by the 1995 Act Section 25, that provision is to be varied so as not to extend beyond those limits.

7 FORFEITURE

If and whenever during the Term:

- 7.1 the Lease Rents, or any of them or any part of them, or any VAT payable on them, are outstanding for 14 days after becoming due, whether formally demanded or not, or
- 7.2 the Tenant or the Guarantor breaches any covenant or other term of this Lease, or
- 7.3 the Tenant or the Guarantor, being an individual, becomes subject to a bankruptcy order or has an interim receiver appointed to his property, or
- 7.4 the Tenant or the Guarantor, being a company or limited liability partnership, enters into liquidation whether compulsory or voluntary—but not if the liquidation is for amalgamation or reconstruction of a solvent entity—or enters into administration or has a receiver appointed over all or any part of its assets, or

- 7.5 the Tenant or the Guarantor enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors, or
- 7.6 the Tenant has any distress, sequestration or execution levied on his goods

and, where the Tenant or the Guarantor is more than one person, if and whenever any of the events referred to in this clause happens to any one or more of them, the Landlord may at any time re-enter the Premises, or any part of them in the name of the whole—even if any previous right of re-entry has been waived—and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or the Guarantor or to the Tenant against the Landlord 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.

8 MISCELLANEOUS

8.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts as offices.

8.2 Exclusion of third party rights

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it.

8.3 Representations

The Tenant acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

8.4 Documents under hand

While the Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord.

8.5 Tenant's property

If, after the Tenant has vacated the Premises at the end of the Term, any property of his remains in or on the Premises and he fails to remove it within 14 days after a written request from the Landlord to do so or, if the Landlord is unable to make such a request to the Tenant, within 14 days from the first attempt to make it, then the Landlord may, as the agent of the Tenant, sell that property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him in the mistaken belief held in good faith—which is to be presumed unless the contrary is proved—that the property belonged to the

Tenant. If, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within 6 months of the date upon which he vacated the Premises. The Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses caused by or related to the presence of the property in or on the Premises.

8.6 Compensation on vacating excluded

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows.

8.7 Limitation of liability of the Landlord

The Landlord shall not be liable under his obligations contained in this Lease after the Landlord has assigned his interest in the Premises.

8.8 Notices

8.8.1 Form and service of notices

A notice under this Lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if:

- 8.8.1.1 it is given by hand, sent by registered post or recorded delivery, or sent by fax provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day; and
- 8.8.1.2 it is served:
 - (a) where the receiving party is a company incorporated within Great Britain, at the registered office save that in the case of Pensioneer Trustees (London) Limited service shall be c/o Barnett Waddington LLP, Decimal Place, Chiltern Avenue, Amersham, Bucks HP6 5FG;
 - (b) where the receiving party is the Tenant and the Tenant is not such a company, at the Premises; and
 - (c) where the receiving party is the Landlord or the Guarantor and that party is not such a company, at that party's address shown in this Lease or at any address specified in a notice given by that party to the other parties.

8.8.2 Deemed delivery

8.8.2.1 By registered post or recorded delivery

Unless it is returned through the Royal Mail undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever, and whether or not, it is received.

8.8.2.2 By fax

A notice sent by fax is to be treated as served on the day upon which it is sent, or the next working day where the fax is sent after 1600 hours or on a day that is not a working day, whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered.

8.8.2.3 'A working day'

References to 'a working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London.

8.8.3 *Joint recipients*

If the receiving party consists of more than one person, a notice to one of them is notice to all.

8.9 Rights and easements

The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

8.10 Covenants relating to adjoining property

The Tenant is not to be entitled to the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord in respect of any adjoining property of the Landlord.

8.11 Disputes with adjoining occupiers

If any dispute arises between the Tenant and the tenants or occupiers of any adjoining property of the Landlord in connection with the Premises and any of that adjoining property, it is to be decided by the Landlord or in such manner as the Landlord directs.

8.12 Effect of waiver

Each of the Tenant's covenants is to remain in full force both at law and in equity even if the Landlord has waived or released that covenant or waived or released any similar covenant affecting any adjoining property of the Landlord.

8.13 Party walls

Any walls dividing the Premises from the other buildings are to be party walls within the meaning of the Law of Property Act 1925 Section 38 and must be maintained at the equally shared expense of the Tenant and the other party.

8.14 Exclusion of liability

The Landlord is not to be responsible to the Tenant or to anyone at the Premises or the Building expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises or on the Building.

8.15 New lease

This Lease is a new tenancy for the purposes of the 1995 Act Section 1.

8.16 Exclusion of the 1954 Act Sections 24–28

8.16.1 *Notice and declaration*

On 2019 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) and on 2019 the Tenant made a [simple (*or as appropriate*) statutory] declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

8.16.2 *Agreement to exclude*

Pursuant to the provisions of the 1954 Act Section 38A(1), the parties agree that the provisions of the 1954 Act Sections 24–28 inclusive are to be excluded in relation to the tenancy created by this Lease.

IN WITNESS whereof the parties have set their hands the day and year first before written.

SCHEDULE 1: THE RIGHTS RESERVED

1 Access

1.1 Access to inspect etc

The right to enter, or in emergency to break into and enter, the Premises at any time during the Term:

- 1.1.1 to inspect the condition and the state of repair of the Premises;
- 1.1.2 to inspect, clean, connect to, lay, repair, remove, replace with others, alter or execute any works whatever to or in connection with the conduits, easements, supplies or services referred to in paragraphs 1 and 2;
- 1.1.3 to view the state and condition of and repair and maintain and carry out work of any other kind to the Premises and any other buildings where such viewing or work would not otherwise be reasonably practicable;
- 1.1.4 to carry out work or do anything whatever that the Landlord is obliged to do under this Lease;
- 1.1.5 to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term; and
- 1.1.6 to exercise any of the rights granted to the Landlord by this Lease.

2 Right to erect scaffolding

The right temporarily to erect scaffolding for any purpose connected with or related to the Building or any other buildings even if it restricts access to or the use and enjoyment of the Premises but not so as to prevent such access, use and enjoyment.

SCHEDULE 2: THE OFFICE COVENANTS

1 Use

1.1 Use as offices

The Tenant must not use the Premises for any purpose other than the Permitted User and must not use the Premises for any illegal or immoral business activities.

1.2 Permitted hours

The Tenant must use and occupy the Premises during the Permitted Hours only.

1.3 Cesser of business

The Tenant must not leave the Premises unoccupied for more than 1 month without notifying the Landlord and providing such caretaking or security arrangements for the protection of the Premises as the Landlord requires and the insurers or underwriters require.

1.4 *Noxious discharges*

The Tenant must not discharge into any of the Conduits or the Adjoining Conduits any noxious or deleterious matter or any substance that might cause an obstruction in or danger or injury to the Conduits or the Adjoining Conduits or be or become a source of obstruction, danger or injury and in the event of any such obstruction, danger or injury the Tenant must forthwith make good any damage to the satisfaction of the Surveyor.

1.5 *Window cleaning*

The Tenant must clean both sides of all windows and window frames in the Premises at least once every month.

1.6 *Sound audible outside*

The Tenant must not play or use in the Premises any musical instrument, audio or other equipment or apparatus that produces sound that may be heard outside the Premises if the Landlord reasonably considers such sounds to be undesirable and gives notice to the Tenant to that effect.

2 Ceiling and floor loading

2.1 *Heavy items*

The Tenant must not bring onto or permit to remain on the Premises any safes, machinery, goods or other articles that will or may strain or damage the Premises or any part of them.

2.2 *Protection of ceilings*

The Tenant must not without the consent of the Landlord suspend anything from any ceiling of the Premises.

2.3 *Expert advice*

If the Tenant applies for the Landlord's consent under paragraph 2.2 the Landlord may consult any engineer or other person in relation to the ceiling loading proposed by the Tenant and the Tenant must repay the fees of the engineer or other person to the Landlord on demand.

3 Common Parts

3.1 *Care of the Common Parts*

The Tenant must not cause the Common Parts to become untidy or dirty.

3.2 *Display of goods outside*

The Tenant must not display or deposit anything whatsoever outside the Premises for display or sale or for any other purpose or cause any obstruction of the Common Parts.

4 Machinery

4.1 *Noisy machinery*

The Tenant must not install or use in or upon the Premises any machinery or apparatus other than usual office machinery that will cause noise or vibration that can be heard or felt in nearby premises or outside the Premises or that may cause damage.

4.2 *Maintenance of machinery*

The Tenant must keep all machinery and equipment on the Premises ('the Machinery') properly maintained and in good working order and for that purpose must employ reputable contractors to be approved by the Landlord, whose approval may not be unreasonably refused ('the Contractors') to carry out regular periodic inspection and maintenance of the Machinery.

4.3 *Renewal of parts*

The Tenant must renew all working and other parts of the Machinery as and when necessary or when recommended by the Contractors.

4.4 *Operation*

The Tenant must ensure by directions to his staff and otherwise that the Machinery is properly operated.

5 Heating, cooling and ventilation

5.1 *Interference and additional loading*

The Tenant must not do anything that interferes with the heating, cooling or ventilation or air conditioning of the Common Parts or that imposes an additional load on any heating, cooling or ventilation or air conditioning plant and equipment in the Building.

6.2 *Operation of systems*

During the Permitted Hours, the Tenant must operate the ventilation equipment in the Premises, which comprises part of the system for the air conditioning of the Building, in accordance with the reasonable regulations made by the Landlord from time to time for that purpose.

7 Regulations

The Tenant must comply with all reasonable regulations made by the Landlord from time to time for the management of the Building, provided that nothing in the regulations may purport to amend the terms of this Lease and, in the event of any inconsistency between the terms of this Lease and the regulations, the terms of this Lease are to prevail.

8 Nameplates or signs

Before occupying the Premises for the purpose of his business at the commencement of the Term and following a permitted assignment, the Tenant must provide the Landlord with details of the information that he wishes to have included in the nameplates or signs referred to in schedule 1 paragraph 4, and must pay to the Landlord on demand the reasonable charges of the Landlord for making and installing every such nameplate or sign.

SCHEDULE 3: THE SUBJECTIONS

Those matters (if any) contained or referred to in the Landlords freehold title and the transfer dated 27 November 1989 between Burton Property Trust Limited (1) and MDSL Engineering Company Limited.

SCHEDULE 4: THE AUTHORISED GUARANTEE AGREEMENT

Authorised guarantee agreement

THIS GUARANTEE is made the day of BETWEEN:

- (1) (name of outgoing tenant) [of (address) (or as appropriate) the registered office of which is at (address)][Company Registration no ...](‘the Guarantor’) and
- (2) (name of landlord) [of (address) (or as appropriate) the registered office of which is at (address)][Company Registration no ...] (‘the Landlord’)

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this guarantee the terms defined in this clause have the meanings specified.

1.1 ‘The Assignee’

‘The Assignee’ means (insert name of incoming tenant) [Company Registration no ...].

1.2 ‘The Lease’

‘The Lease’ means the lease of (insert address or description of demised premises) dated (date) and made between (name of original landlord) and (name of original tenant) [and (name of original guarantor)] for a term of (number) years commencing on and including (commencement date) [and varied by a deed dated (date) and made between (names of parties)].

1.3 The Premises’

‘The Premises’ means the premises demised by the Lease.

1.4 ‘Trigger Event’

‘Trigger Event’ means:-

- 1.4.1 disclaimer of the Lease;
- 1.4.2 forfeiture of the Lease; or
- 1.4.3 while the Lease is vested in the Assignee (being a corporation), the dissolution or ceasing to exist of the Assignee.

1.5 Terms from the Landlord and Tenant (Covenants) Act 1995

The expressions ‘authorised guarantee agreement’ and ‘tenant covenants’ have the same meaning in this guarantee as in the Landlord and Tenant (Covenants) Act 1995 section 28(1).

1.6 Period of liability

Any reference in this deed to the period during which the Assignee is bound by the tenant covenants of the Lease includes any agreed or statutory continuation of the term granted by the Lease.

1.7 References to clauses

Any reference in this deed to a clause without further designation is to be construed as a reference to the clause of this deed so numbered.

2 RECITALS

2.1 Consent required

By clause (insert number) of the Lease, the Landlord's consent to an assignment of the Lease is required.

2.2 Agreement to consent

The Landlord has agreed to give consent to the assignment to the Assignee on condition that the Guarantor enters into this guarantee.

2.3 Effective time

This guarantee takes effect only when the Lease is assigned to the Assignee.

3 GUARANTOR'S COVENANTS

In consideration of the Landlord's consent to the assignment, the Guarantor covenants (both as primary obligor and also by way of indemnity and guarantee) with the Landlord and without the need for any express assignment with all his successors in title as set out in this clause 3.

3.1 Payment and performance

While the Assignee is bound by the tenant covenants of the Lease (or would be so bound but for the happening of a Trigger Event) the Assignee will pay the rents and observe and perform the tenant covenants and other terms of the Lease, and if the Assignee should fail to do so, the Guarantor must pay the rents and observe and perform the tenant covenants or terms in respect of which the Assignee is (or would be but for the happening of a Trigger Event) in default, and make good to the Landlord on demand, and indemnify the Landlord against, all losses, damages, costs and expenses resulting from such non-payment, non-performance 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 is entitled, or would after the service of a notice under the Law of Property Act 1925 section 146 be 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 that no variation is to bind the Guarantor to the extent that it is materially prejudicial to him,
- 3.1.3 that the Assignee has surrendered part of the Premises, in which event the liability of the Guarantor under the Lease is to continue in respect of the part of the Premises not surrendered after making any necessary apportionments under the Law of Property Act 1925 section 140, and
- 3.1.4 anything else by which, but for this clause 3.1, the Guarantor would have been released.

3.2 New lease following Trigger Event

The Guarantor must, if required by written notice served by the Landlord within sixty days of the Landlord's receiving written notice of a Trigger Event occurring, take from the Landlord forthwith a lease of the Premises for the residue of the contractual term

of the Lease as at the date of the Trigger Event, at the rent then payable under the Lease (or which would be payable but for any abatement of rent in accordance with the Lease or any statutory restriction or modification) and subject to the same covenants and terms as in the Lease—except that the Guarantor need not ensure that any other person is made a party to that lease as guarantor—the new lease to commence on the date of the Trigger Event. The Guarantor must pay the costs of the new lease and execute and deliver to the Landlord a counterpart of it.

3.3 Payments following Trigger Event

3.3.1 The Guarantor must pay to the Landlord on demand an amount calculated in accordance with clause 3.3.2 if:-

3.3.1.1 a Trigger Event occurs; and

3.3.1.2 the Guarantor's obligations under clause 3.1 are determined; and

3.3.1.3 the Landlord does not require the Guarantor to accept a new lease in accordance with clause 3.2; and

3.3.1.4 either (in the case of disclaimer) no vesting order is made in respect of the Lease or (in the case of forfeiture) relief from forfeiture has not been granted to any person.

3.3.2 The amount referred to in clause 3.3.1 shall be equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the rents reserved by the Lease in both cases for the period commencing with the date of the Trigger Event and ending on whichever is the earlier of the date six months after the Trigger Event, the date, if any, on which the Premises are relet, and the end of the contractual term of the Lease.

4 LANDLORD'S COVENANT

The Landlord covenants with the Guarantor to notify the Guarantor in writing within seven days of being informed of the facts bringing the Guarantor's liability under this guarantee to an end.

5 SEVERANCE

5.1 Severance of void provisions

Any provision of this deed rendered void by virtue of the Landlord and Tenant (Covenants) Act 1995 section 25 is to be severed from all remaining provisions, and the remaining provisions are to be preserved.

5.2 Limitation of provisions

If any provision in this deed extends beyond the limits permitted by the Landlord and Tenant (Covenants) Act 1995 section 25, that provision is to be varied so as not to extend beyond those limits.

SIGNED as a DEED JANGO)
COMMUNICATIONS LIMITED acting)
by Margaret Malpass-Spencer)
a director in the presence of:-)

Witness

Signature :

PRINT full name :

Address