

DATED: 15 December 2025

**The Trustees of Dentons Self Invested Personal Pension E C S Dawson and Dentons
Self Invested Personal Pensions L M Clarke**

and

Propitas Building & Project Consultants Limited

RENEWAL LEASE BY REFERENCE TO AN EXISTING LEASE

Relating To

**Unit 10, Gleneagles Court, Brighton Road,
Crawley, West Sussex RH10 6AD**



DMH Stallard LLP

www.dmhstallard.com

LR1. Date of lease

[DATE] 15 December 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX173768

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

DENTON & CO TRUSTEES LIMITED (Co. Regn. No. 01939029) care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE the trustee of Dentons Self Invested Personal Pension E C S Dawson and Dentons Self Invested Personal Pension L M Clarke

ELLIOT CHARLES SPENCER DAWSON care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE the trustee of Dentons Self Invested Personal Pension E C S Dawson

LORI MICHAEL CLARKE care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE as trustee of the Dentons Self Invested Personal Pension L M Clarke

Tenant

PROPITAS BUILDING & PROJECT CONSULTANTS LIMITED (Co. Regn. No. 11293902) whose registered office is at One St Peter's Square, Manchester, M2 3DE

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease and clause 1.1 of the Existing Lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the title numbers referred to above at LR2.1 or LR2.2.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in clause 1.1 of this lease.

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 included in the definition of "Incorporated Terms" in clause 1.1 of this lease which are set out in clause 3 of the Existing Lease.

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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this lease which are set out in clause 4 of the Existing Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

THIS LEASE is made the 15th day of December 2025

BETWEEN

- (1) DENTON & CO TRUSTEES LIMITED (Co. Regn. No. 01939029) care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE the trustee of Dentons Self Invested Personal Pension E C S Dawson and Dentons Self Invested Personal Pension L M Clarke and ELLIOT CHARLES SPENCER DAWSON care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE the trustee of Dentons Self Invested Personal Pension E C S Dawson and LORI MICHAEL CLARKE care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE as trustee of the Dentons Self Invested Personal Pension L M Clarke (**Landlord**); and
- (2) PROPITAS BUILDING & PROJECT CONSULTANTS LIMITED a private company incorporated and registered in England and Wales with company number 11293902 whose registered office is at One St Peter's Square, Manchester, M2 3DE
(**Tenant**).

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent rent at a rate of £38,115 per annum and any interim rent determined under the LTA 1954.

15 December 2027

Break Date: [] [~~2-years~~]

Break Notice: Written notice to terminate this lease specifying the Break Date

15 December

Contractual Term a term of years from and including [] 2025 to and including [14 December] 2030.

Existing Lease the lease of the Property dated 1 August 2015 and made between (1) The Trustees of Dentons Self Invested Personal Pension E C S Dawson and Dentons Self Invested Personal Pensions L M Clarke; and (2) Propitas LLP and any documents made supplemental to it.

Existing Lease Annual Rent the annual rent reserved by the Existing Lease as set out in the definition of "Annual Rent" in clause 1.1 of the Existing Lease.

Existing Lease Contractual Term the contractual term for which the Existing Lease was granted as set out in the definition of "Contractual Term" in clause 1.1 of the Existing Lease.

Incorporated Terms all of the provisions of the Existing Lease (as varied by this lease).

Landlord's Covenants the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

LTA 1954 Landlord and Tenant Act 1954.

Plan the plan annexed to this lease at Appendix A.

Property the property known as Unit 10, Gleneagles Court, Brighton Road,

Crawley, West Sussex RH10 6AD shown edged red on the Plan and as described in clause 1.1 of the Existing Lease.

Tenant's Covenants the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

1.2 For the purposes of this lease only, if there is an inconsistency between any of the provisions of this lease and the provisions of the Existing Lease, the provisions of this lease shall prevail.

1.3 For the purposes of this lease only, references to the "Landlord" and "Tenant" in the Existing Lease shall be read as references to the Landlord and Tenant in this lease.

2. GRANT

The Landlord lets the Property to the Tenant:

2.1 for the Contractual Term;

2.2 with limited title guarantee;

2.3 on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease; and

2.4 with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms.

2.5 Subject to and with the benefit of a lease dated [15 December] 2025 and made between (1) The Trustees of Dentons Self Invested Personal Pension E C S Dawson and Dentons Self Invested Personal Pensions L M Clarke; and (2) Activate Event Management Ltd

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord to comply with the Tenant's Covenants.

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

5. THE EXISTING LEASE

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as set out in Schedule 1 and this lease shall be read and construed accordingly.

6. CLOSURE OF REGISTERED TITLE OR REMOVAL OF ENTRIES IN RELATION TO THIS LEASE AND EASEMENTS GRANTED BY THIS LEASE

6.1 The Tenant shall make an application to HM Land Registry to remove all entries on the Landlord's title relating to this lease and the easements granted by this lease] promptly (and in any event within one month) following the date on which this lease ends (however it ends).

6.2 The Tenant shall

ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 6.1 are responded to promptly and properly.

7. SECTION 62 OF THE LAW OF PROPERTY ACT 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

7.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

7.2 Save as may be contained within the Incorporated Terms, the Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the title numbers referred to in LR2.1 and LR2.2 above.

7.3 Any flow of light to the Property at any time during the Contractual Term and any statutory continuation of this lease is enjoyed by the consent of the Landlord in accordance with section 3 of the Prescription Act 1832.

8. ENTIRE AGREEMENT

8.1 This lease and the documents annexed to it constitute the entire agreement between the parties and supersede and extinguish all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to their subject matter.

8.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently).

8.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

9. BREAK OPTION

9.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 6 months before the Break Date.

9.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

9.2.1 the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;

- 9.2.2 the Tenant has not given up occupation of the whole of the Property free from any underleases or other third party rights.
- 9.3 Subject to clauses 9.1 and 9.2, following service of a Break Notice this lease shall terminate on the Break Date.
- 9.4 Termination of this lease on a Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 9.5 Within 14 days after the Break Date, 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 Break Date up to and excluding the next Rent payment date, calculated on a daily basis.
- 9.6 Time shall be of the essence for the purposes of this clause.

10. RENEWAL LEASE

If the

- 10.1 ~~If the~~ Landlord gives the Tenant at least 3 months prior written notice prior to the of this lease term, howsoever determined, the Tenant shall remove any alterations or additions made during or prior to the Contractual Term (including any made during or in contemplation of the Existing Lease) and to reinstate the Property to the condition in which they were in prior to the carrying out of such alterations or additions.]
- 10.2 Any breaches of the covenants of the Existing Lease relating to the state and condition of the Property shall be deemed to have occurred during the term of this Lease

11. LIMITATION OF TRUSTEES' LIABILITY

Any liability, including but not limited to liability for pre-contractual statements and representations, of Denton & Co Trustees Limited ("the Professional Trustee") trustee of the Dentons Self Invested Personal Pension relating to Lori Michael Clarke and the Dentons Self Invested Personal Pension relating to Elliot Charles Spencer ("the Schemes") shall at all times be limited to the extent of

the realisable value of the assets of the Scheme from time to time. The Professional Trustee contracts as trustee only and the directors shall incur no personal liability whatsoever. Nothing in this clause excludes liability for fraud.

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

Schedule 1
VARIATIONS TO THE EXISTING LEASE

1. Substitution of the Annual Rent

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as follows:

- 1.1 This lease shall reserve the Annual Rent instead of, and not in addition to, the Existing Lease Annual Rent.
- 1.2 The Annual Rent shall be payable from the date of this Lease by the same instalments and on the same dates as the Existing Lease Annual Rent would have been payable.
- 1.3 All of the provisions in the Existing Lease relating to the Existing Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. Substitution of the Contractual Term

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as follows:

- 2.1 The Existing Lease Contractual Term shall be deleted and replaced by the Contractual Term.
- 2.2 All of the provisions in the Existing Lease relating to the Existing Lease Contractual Term shall be read and construed as referring to the Contractual Term instead.

3. Deletion of Clauses

- 3.1 For the purposes of this lease only, the provisions of the Existing Lease shall be varied by the deletion of the following clauses of the Existing Lease:
 - 3.1.1 The definition of "Review Date" in clause 1.1 of the Existing Lease
 - 3.1.2 Clause 7 of the Existing Lease

3.1.3 Clause 17 of the Existing Lease

3.1.4 Clause 45 of the Existing Lease

4. **Replacement of Clauses**

4.1 For the purposes of this lease only, the provisions of the Existing Lease shall be varied as follows:

4.1.1 The definition of "Rent Commencement Date" in clause 1.1 of the Existing Lease shall be deleted and replaced by the following clause:

"Rent Commencement Date the date of this Lease"

4.1.2 Clause 19.5 of the Existing Lease shall be deleted and replaced by the following clause:

"The Tenant shall not underlet the Property for a term that is capable of lasting beyond the last day of the Contractual Term less 7 days"

4.1.3 Clause 19.6.2 of the Existing Lease shall be deleted and replaced by the following clause:

"provisions that allow the Tenant (as landlord of the underlease to terminate the underlease) to terminate the underlease no later than the day before the Break Date"

4.1.4 The definition of "Permitted Use" in clause 1.1 of the Existing Lease shall be deleted and replaced by the following definition:

"Permitted Use offices within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at 30 August 2020"

Executed as a deed by DENTON & CO
TRUSTEES LIMITED acting by a
director and a director OR its secretary

Signed by:
Martin Friel
.....625BDA211D5D4F1.....

Signature of first director above

Director Signed by:
Chris Taylor
.....3B082B9B4148423.....

Signature of first director or secretary above
Director OR Secretary (delete as applicable)

Executed as a deed by ELLIOT
DAWSON in the presence of:

Signed by:
Elliot Dawson
.....7289E4E9A44045B.....

Elliot Dawson

Signed by:
Janet Dawson
Signature of witness.....6C5E87E579DF48D.....

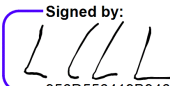
Name witness.....Janet Dawson.....

Address of witness.....1 East View, Dunsfold Road.....

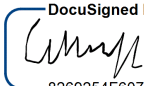
.....Alfold, Surrey GU6 8JB.....

.....

Executed as a deed by LORI CLARKE
in the presence of:

Signed by:

956D556419B9469.....

Lori Clarke

DocuSigned by:

Signature of witness.....8269254F607A415.....

Name witness.....Isabelle Clarke

Address of witness.....Ryeland, Meath Green Lane, Horley
.....RH6 8JA
.....
.....

EXECUTED as a DEED by
PROPTAS BUILDING & PROJECT CONSULTANTS
LIMITED
acting by a Director in the presence of:

.....

Director

Witness Signature:

Witness Name:

Witness Address:

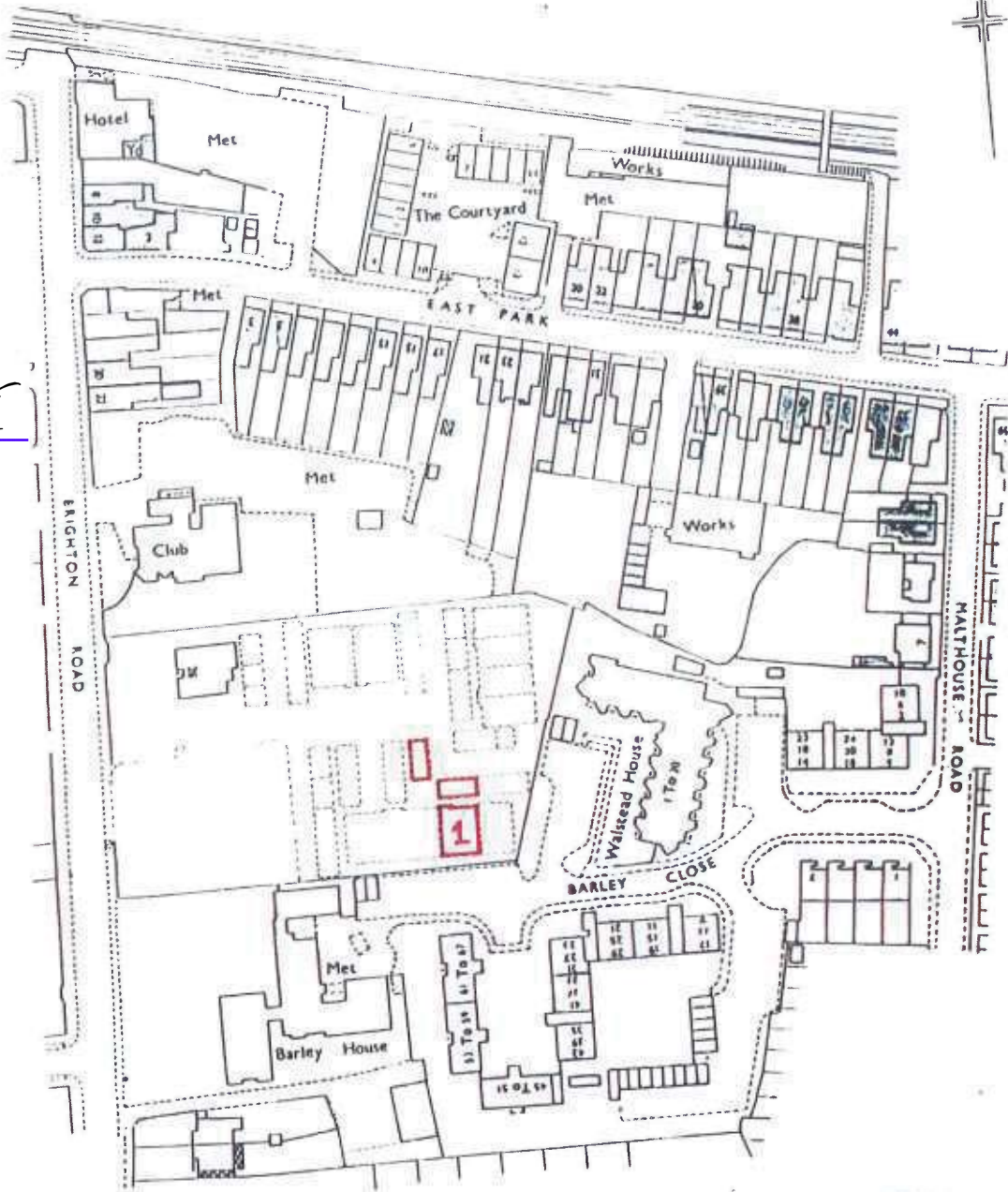
.....

Witness Occupation:

Appendix A
Plan

H.M. LAND REGISTRY		TITLE NUMBER WSX 173768	
ORDNANCE SURVEY PLAN REFERENCE	TQ 2636	SECTION H	Scale 1/1250
COUNTY WEST SUSSEX		DISTRICT CRAWLEY	
© Crown copyright 1986			

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



Initial
MF

Initial
CT

Initial
ED

Initial
LC

MY
Denton Director
Director Secretary

Elliot

LC2
L-1



MUNDAYS.

DATED

10, 30.1 August

2015

Mundays

**(1) THE TRUSTEES OF DENTONS SELF INVESTED
PERSONAL PENSION E C S DAWSON AND DENTONS
SELF INVESTED PERSONAL PENSIONS L M CLARKE**

and

(2) PROPITAS LLP

Lease relating to

Unit 10, Gleneagles Court, Brighton Road, Crawley, West
Sussex, RH10 6AD

Mundays LLP
Cedar House
78 Portsmouth Road
Cobham
Surrey KT11 1AN

T: 01932 590500
F: 01932 590220
DX: 156970 Cobham 2
enq@mundays.co.uk

www.mundays.co.uk

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PRESCRIBED CLAUSES

LR1. Date of lease

..... 1 August 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX173768

LR2.2 Other title numbers

WSX155623

LR3. Parties to this lease

Landlord

DENTON & CO TRUSTEES LIMITED (company number 01939029) whose registered office is at Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE and **ELLIOT CHARLES SPENCER DAWSON** of care of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE as Trustees of Dentons Self Invested Personal Pension E C S Dawson and **DENTON & CO TRUSTEES LIMITED** and **LORI MICHAEL CLARKE** care of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE as Trustees of Dentons Self Invested Personal Pension L M Clarke.

Tenant

PROPITAS LLP (company number OC331571) whose registered office is 1 Bramley Business Centre, Station Road, Bramley, Guildford, Surrey, GU5 0AZ.

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

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

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

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 rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

Dated:.....1 August..... 2015

PARTIES

1. **DENTON & CO TRUSTEES LIMITED** (company number 01939029) whose registered office is at Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE and **ELLIOT CHARLES SPENCER DAWSON** of care of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE as Trustees of Dentons Self Invested Personal Pension E C S Dawson and **DENTON & CO TRUSTEES LIMITED** and **LORI MICHAEL CLARKE** care of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE as Trustees of Dentons Self Invested Personal Pension L M Clarke (Landlord);
2. **PROPITAS LLP** (company number OC331571) whose registered office is 1 Bramley Business Centre, Station Road, Bramley, Guildford, Surrey GU5 0AZ (Tenant).

OPERATIVE PROVISIONS

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency

- (a) 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 any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) 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 any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any 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;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy

order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended);

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction;

Annual Rent

rent at an initial rate of £30,500.00 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954;

Contractual Term

a term of years beginning on, and including the date of this lease and ending on, and including ~~10 YRS~~ 31 July 2025;

CDM Regulations

the Construction (Design and Management) Regulations 2015 (SI 2015/51);

Default Interest Rate

4% per annum above the Interest Rate;

Energy Assessor

an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214);

Energy Performance

a certificate as defined in regulation 2(1) of the

Certificate

Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118);

Insurance Rent

the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
- (b) loss of Annual Rent of 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 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

the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord;

Landlord's Neighbouring Property

each and every part (if any) of the adjoining and neighbouring property in which the Landlord has an interest.

LTA 1954	Landlord and Tenant Act 1954;
Permitted Part	the entire ground floor of the Property as shown edged and numbered "1" in red on the plan annexed hereto (excluding landings, staircases and where appropriate other common parts) provided that the part to be underlet and the remainder of the Property will in each case be self-contained and capable of separate use and occupation;
Permitted Use	offices within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted with ancillary parking;
Property	all that land and buildings at Unit 10 Gleneagles Court, Brighton Road, Crawley, West Sussex RH10 6AD shown for the purposes of identification only edged red on the plan now annexed hereto as the same is registered under title number WSX173768;
Recommendation Report	a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118);
Rent Commencement Date	the date 6 months after and including the date hereof;
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;
Review Date	the fifth anniversary of the date hereof;
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;
Third Party Rights	all rights, covenants and restrictions affecting the Property including the matters referred to at the date

of this lease in the property register and entries 1 and 4 of the charges register of WSX173768;

VAT

value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax;

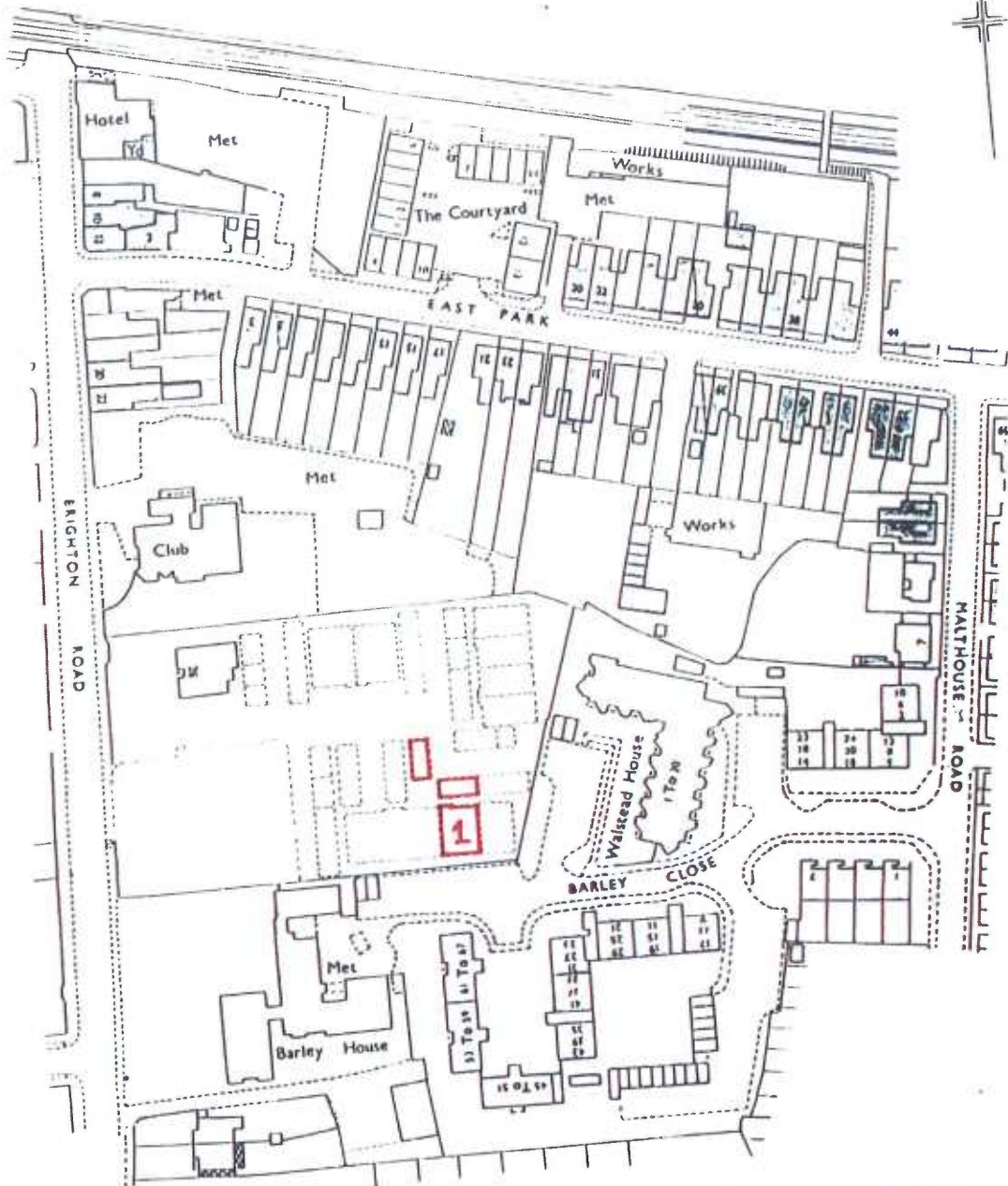
VATA 1994

Value Added Tax Act 1994.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of the 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 reference to its successors in title and assigns. A reference to a guarantor is to any 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, a reference to the Property is to the whole and any part of it.
- 1.7 A reference to the term is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the end of the term is to the end of the term however it ends.
- 1.9 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 41.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 41.6.
- 1.10 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX 173768	
ORDNANCE SURVEY PLAN REFERENCE	TQ 2636	SECTION H	Scale 1/1250
COUNTY WEST SUSSEX		DISTRICT CRAWLEY	
© Crown copyright 1986			

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



M4
Denton Director
Director Secretary

Elliot
Elliot

LCH2
LCH2



include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to writing or written includes fax but not email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2. Grant

- 2.1 The Landlord with full title guarantee lets 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:

2.3.1 the Annual Rent and all VAT in respect of it;

2.3.2 the Insurance Rent;

2.3.3 all interest payable under this lease; and

2.3.4 all other sums due under this lease.

3. Ancillary rights

3.1 Except as mentioned in clause 3.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

3.2 The Landlord grants the Tenant the benefit of the rights granted by the exceptions and reservations contained in the Transfer dated 7 March 1989 referred to in the charges register, and the Transfer dated 21 August 1992 referred to in the property register, to HM Land Registry title number WSX173768 insofar as the same benefit the Property.

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 Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

4.1.2 the right to use and to connect into Service Media at 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 Contractual Term;

4.1.3 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;

4.1.4 the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;

4.1.5 the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and

4.1.6 the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property.

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 loss of amenity for the Property.

4.2 The Landlord reserves the right to enter the Property:

4.2.1 to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and

4.2.2 for any other purpose mentioned in or connected with:

4.2.2.1 this lease;

4.2.2.2 the Reservations; and

4.2.2.3 the Landlord's interest in the Property.

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.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

4.5.1 physical damage to the Property; or

4.5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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. 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 Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date until the day before the next Rent Payment Date.

7. Review of the annual rent

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

7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:

7.2.1 the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;

7.2.2 the open market rent agreed or determined pursuant to this clause.

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

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

7.4.1 in the open market;

7.4.2 at the relevant Review Date;

7.4.3 on the assumptions listed in clause 7.5; and

7.4.4 disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

7.5.1 the Property is available to let in the open market:

7.5.1.1 by a willing lessor to a willing lessee (which may be the Tenant);

7.5.1.2 as a whole;

7.5.1.3 with vacant possession;

7.5.1.4 without a fine or a premium;

7.5.1.5 for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date; and

7.5.1.6 otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent, and other than clause 45 (**Tenant's break option**), and other than the provision in this lease for a rent-free period;

7.5.2 the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;

7.5.3 the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;

7.5.4 the Landlord and the Tenant have fully complied with their obligations in this lease;

7.5.5 if the Property or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;

7.5.6 no work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 31 (**Compliance with laws**);

- 7.5.7 any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - 7.5.8 the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.
- 7.6 The matters to be disregarded are:
 - 7.6.1 any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
 - 7.6.2 any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
 - 7.6.3 any effect on rent attributable to any physical improvement to the Property and Service Media within or exclusively serving the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
 - 7.6.4 any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
 - 7.6.5 any statutory restriction on rents or the right to recover them.
- 7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The

Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from (and including) that Review Date shall continue at the rate payable immediately before that Review Date. On the date the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
 - 7.12.1 the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - 7.12.2 interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

- 7.13 Time shall not be of the essence for the purposes of this clause.
- 7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.
- 7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. Insurance

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be 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:
- 8.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - 8.2.2 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:
- 8.3.1 the Insurance Rent;
 - 8.3.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - 8.3.3 any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

- 8.4 The Tenant shall:

- 8.4.1 immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
 - 8.4.2 not do or omit anything as a result of which any policy of insurance of the Property 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 or additional insurance premium may become payable;
 - 8.4.3 comply at all times with the requirements and recommendations of the insurers relating to the Property;
 - 8.4.4 give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
 - 8.4.5 not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
 - 8.4.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property 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) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
- 8.5.1 provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - 8.5.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
 - 8.5.3 repair or rebuild the Property 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 then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or 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 Property, the Landlord considers that it is impossible or impractical to reinstate the Property, 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 (other than any insurance for plate glass) 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 by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. Rates and taxes

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
- 9.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- 9.1.2 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 rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

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, data and other services and utilities to or from the Property.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

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

11. Estate service charge and common items

11.1 The Tenant shall pay the Landlord on demand on a full indemnity basis all estate management and other costs payable by the Landlord pursuant to:

11.1.1 the Transfer dated 7 March 1989 referred to in the property and charges register of title number WSX173768;

11.1.2 the Transfer dated 9 March 1988 made between The Scottish Metropolitan Property plc (1) and Business Enterprise Corporation Limited (2); and

11.1.3 the Deed of Covenant dated 8 July 2015 made between the Landlord and Gleneagles Court (Crawley) Management Limited.

11.2 Notwithstanding clause 11.1, the Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property provided that there shall be no double-recovery by the Landlord in relation sum captured by clauses 11.1 and 11.2.

- 11.3 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 on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on 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 beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. Costs

- 14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- 14.1.1 the enforcement of the tenant covenants of this lease;

14.1.2 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;

14.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

14.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; or

14.1.5 any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

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

15. Compensation on vacating

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

16. Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17. Registration of this lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

18. Assignments

- 18.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 18.2 The Tenant shall not assign part only of this lease.
- 18.3 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:
- 18.3.1 a condition that the assignor enters into an authorised guarantee agreement which:
- 18.3.1.1 is in respect of all the tenant covenants of this lease;
- 18.3.1.2 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;
- 18.3.1.3 imposes principal debtor liability on the assignor;
- 18.3.1.4 requires (in the event of a disclaimer of liability under this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- 18.3.1.5 is otherwise in a form reasonably required by the Landlord;
- 18.3.2 a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.
- 18.4 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 of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:
- 18.4.1 the Annual Rent or any other money due under this lease is outstanding or there has been a breach of covenant by the Tenant that has not been remedied;
- 18.4.2 in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in the lease; or

18.4.3 the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

18.5 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.

19. Underlettings

19.1 The Tenant shall not underlet the whole of the Property or the Permitted Part except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not underlet part only of the Property other than the Permitted Part.

19.3 The Tenant shall not underlet the Property or the Permitted Part:

19.3.1 together with any property or any right over property that is not included within this lease;

19.3.2 at a fine or premium or reverse premium; nor

19.3.3 allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

19.4 The Tenant shall not underlet the Property or the Permitted Part unless, before the underlease is granted, the Tenant has given the Landlord:

19.4.1 a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

19.4.2 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 LTA 1954.

19.5 The Tenant shall not underlet the Property for a term that is capable of lasting beyond24 July..... 2025.

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

- 19.6.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- 19.6.2 provisions that allow the Tenant (as the landlord of the underlease) to terminate the underlease no later than the 31 July 2020 (as defined in clause 45 (**Tenant's break option**))
- 19.6.3 the reservation of a rent which is not less than the full open market rental value of the Property or if the underletting is of the Permitted Part only the full open market rental value of the Permitted Part, at the date the Property, or the Permitted Part (as the case may be) at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 19.3.3);
- 19.6.4 provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
- 19.6.5 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 (insofar as they relate to the underlet property and rights granted to the undertenant), except the covenants to pay the rents reserved by this lease;
- 19.6.6 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
- 19.6.7 in the case of an underletting of the Permitted Part, appropriate tenant covenants requiring the undertenant to pay an appropriate proportion of:
- 19.6.7.1 the costs of the insurance of the property demised by the Lease; and
- 19.6.7.2 the repair, maintenance and decoration of any property which does not form part of the underlet property but over which the undertenant is granted rights by the underlease in a form first approved by the Landlord (such approval not to be unreasonably withheld or delayed); and

19.6.7.3 rates, taxes and other impositions payable in respect of the property demised by the Lease; and

19.6.7.4 all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the property demised by the Lease,

and shall otherwise be consistent with and include tenant covenants (insofar as they relate to the underlet property and rights granted to the undertenant) 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.

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

19.7.1 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;

19.7.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

19.7.3 ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

20. 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 LTA 1954) 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.

21. Charging

21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

21.2 The Tenant shall not charge part only of this lease.

22. 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 HM Land Registry or by reason only of joint legal ownership).

23. Registration and notification of dealings and occupation

23.1 In this clause a Transaction is:

23.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it;

23.1.2 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

23.1.3 the making of any other arrangement for the occupation of the Property.

23.2 In respect of every Transaction that is registrable at HM 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 HM 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).

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

23.3.1 give the Landlord's solicitors notice of the Transaction;

23.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors;

23.3.3 pay the Landlord's solicitors a registration fee not less than £50 (plus VAT); and

23.3.4 deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

23.4 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.

24. Closure of the registered title of this lease

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall

ensure that any requisitions raised by HM 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.

25. Repairs

25.1 Subject to clauses 25.2 and 25.3, the Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property are kept in good working order.

25.2 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:

25.2.1 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

25.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

25.3 The Tenant shall not be liable to replace the windows at the Property during or at the end of the term.

26. Decoration

26.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

26.2 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.

26.3 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.

26.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

27. Alterations

- 27.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.
- 27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 27.4 The Tenant shall not, without the consent of the Landlord, carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

28. Signs

- 28.1 In this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside, without the consent of the Landlord, such consent not to be unreasonably withheld.
- 28.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. Returning the property to the landlord

- 29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 29.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

- 29.4 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.

30. Use

- 30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 30.2 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, its other tenants or any other owner or occupier of neighbouring property.
- 30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

31. Compliance with laws

- 31.1 The Tenant shall comply with all laws relating to:
- 31.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 31.1.2 the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - 31.1.3 any works carried out at the Property; and
 - 31.1.4 all materials kept at or disposed from the Property.
- 31.2 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.
- 31.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- 31.3.1 send a copy of the relevant document to the Landlord; and

31.3.2 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.

31.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

31.5 Subject to the proviso at the end of this clause 31.5, 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. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term. If at the beginning of the term no health and safety file exists then the Tenant shall not be in breach of this clause 31.5 during the term if they have not previously obtained the relevant information as a result of ongoing maintenance or improvement works.

31.6 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.

31.7 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.

31.8 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.

32. Energy performance certificates

32.1 The Tenant shall:

32.1.1 cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

32.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

32.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

33. Encroachments, obstructions and acquisition of rights

33.1 The Tenant shall not grant any right or licence over the Property to a third party.

33.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

33.2.1 immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

33.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

33.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

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

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

33.5.1 immediately inform the Landlord and shall give the Landlord notice of that action; and

33.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

34. Breach of repair and maintenance obligation

34.1 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.

- 34.2 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.
- 34.3 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.
- 34.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 38.

35. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with 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 with the actual or implied authority of any of them.

36. 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 interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

37. Guarantee and indemnity

- 37.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, within 90 days of that request, 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.
- 37.2 Clause 37.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

- 37.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

38. Re-entry and forfeiture

- 38.1 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:

38.1.1 any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

38.1.2 any breach of any condition of, or tenant covenant in, this lease;

38.1.3 an Act of Insolvency.

- 38.2 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.

39. Joint and several liability

- 39.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 39.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 39.3 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.

- 39.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

40. Entire agreement

- 40.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 40.2 Each party acknowledges that in entering into this lease it does not rely on any representation or warranty (whether made innocently or negligently) given or made by the other party hereto.
- 40.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 40.4 Nothing in this clause shall limit or exclude any liability for fraud.

41. Notices, consents and approvals

- 41.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- 41.1.1 in writing and for the purposes of this clause an e-mail is not in writing; and
- 41.1.2 given:
- 41.1.2.1 by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
- 41.1.2.2 by fax to the party's main fax number.
- 41.2 If a notice complies with the criteria in clause 41.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- 41.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 41.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- 41.2.3 if sent by fax, at 9.00 am on the next working day after transmission.
- 41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

41.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

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

41.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

41.5.2 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.

41.6 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:

41.6.1 the approval is being given in a case of emergency; or

41.6.2 this lease expressly states that the approval need not be in writing.

41.7 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.

42. Governing law

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

43. Jurisdiction

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

44. Contracts (rights of third parties) act 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

45. Tenant's Break Option

45.1 In this clause the following definitions apply:

Break Date: ~~5 YRS~~ 31 July 2020.

Break Notice: notice to terminate this lease in the form set out in the schedule.

45.2 Subject to clause 45.3, the Tenant may terminate this lease on the Break Date by serving the Break Notice on the Landlord at least 6 months before the Break Date.

45.3 The Break Notice shall have no effect if:

45.3.1 at the Break Date:

45.3.1.1 the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;

45.3.1.2 vacant possession of the whole of the Property is not given;

45.3.2 the Break Notice does not comply with the requirements of this clause; or

45.3.3 the Break Notice is served otherwise than in accordance with this clause.

45.4 The Break Notice shall be in writing and, for the purposes of this clause, writing does not include facsimile transmission or e-mail.

45.5 The Break Notice shall state the Break Date.

45.6 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.

45.7 The Break Notice shall be signed by a person who is expressed to sign on behalf of and with the authority of the Tenant.

45.8 The Break Notice shall be substantially in the form annexed to this lease.

45.9 The Break Notice shall be served by delivering it by hand or sending it by pre-paid first-class post or recorded delivery to the Landlord at Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE and marked for the attention of Martin Friel, Elliot Dawson and Lori Clarke.

- 45.10 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first-class post or recorded delivery, as the case may be.
- 45.11 A Break Notice delivered or sent by the Tenant in accordance with clause 45.9 shall be deemed to have been served on the Landlord:
- 45.11.1 if delivered by hand, on the day of delivery, except that if delivery occurs after 4pm on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day;
- 45.11.2 if sent by pre-paid first-class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
- 45.12 The Break Notice shall be delivered or sent by the Tenant so that it shall be deemed to have been served on the Landlord as provided by clause 45.11 not less than 6 months before the Break Date (and for the avoidance of doubt, the day of deemed receipt shall not be taken into account in calculating the period of 6 months).
- 45.13 Neither section 196 of the Law of Property Act 1925, nor section 1139 of the Companies Act 2006 nor clause 41 shall apply to a Break Notice, but those sections and clause 41 shall apply to any other notice served pursuant to this clause.
- 45.14 Time shall be of the essence in respect of all time periods and limits in this clause.
- 45.15 Subject to clause 45.3, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.
- 45.16 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease, including any covenants expressed to be complied with before the end of the term.
- 45.17 Nothing in this clause makes time of the essence in relation to any time limit in clause 7 (Review of the annual rent).
- 45.18 If the Tenant serves a Break Notice, it shall take all necessary steps to terminate, before the Break Date, all underleases deriving from this lease.
- 45.19 If this lease terminates in accordance with clause 45.15 then, within 14 days of the Break Date, 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 Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

46. Liability of professional trustees

- 46.1 Any liability of the professional trustees, Denton & Co Trustees Limited, from time to time of the Dentons Self Invested Personal Pension relating to E C S Dawson and L M Clarke CA21862 and CA21863 shall be limited to the extent of the realisable value of the assets held in the scheme CA21862 and CA21863 from time to time (save for where the professional trustee has not acted in faith). Denton & Co Trustees Limited contracts as trustee only and the Directors of Denton & Co Trustees Limited shall incur no personal liability whatsoever.

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

Executed as a deed by DENTON & CO
TRUSTEES LIMITED acting by a
director and a director **OR** its secretary



Signature of first director above

Director



Signature of first director or secretary above

Director ~~OR Secretary~~ (delete as applicable)

Executed as a deed by ELLIOT
DAWSON in the presence of:



Signature of witness 

Name witness LIANNE EDWARDS

Address of witness BOOK HOUSE.

GLEBELANDS CENTRE. RH4 3HW

Executed as a deed by LORI CLARKE
in the presence of:



Signature of witness 

Name witness LIANNE EDWARDS

Address of witness BOOK HOUSE

GLEBELANDS CENTRE. RH4 3HW.