

STATUTORY DECLARATION

STATUTORY DECLARATION ACT 1985

I, **STEPHEN RICHARD EVERTON FRYE**, of **SANDTILES DISTRIBUTORS (HANTS) LIMITED** (Company Registration Number 01070704) of Haslewood House, 12 Kemnal Park, Haslemere, Surrey, GU27 2LF **DO SOLEMNLY** and **SINCERELY DECLARE** as follows:

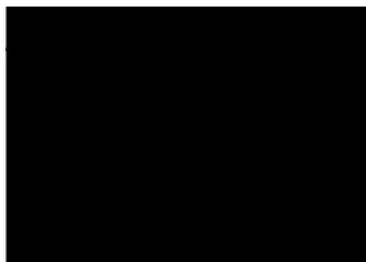
- 1.1 I am a Director and Secretary of Sandtiles Distributors (Hants) Limited ("Sandtiles") of 134 High Street, Hythe, England, CT21 5LB.
- 1.2 Together with Nicholas Jonathan Everton Frye, director, I am responsible for the management and oversight of Sandtiles' business operations.
- 1.3 Sandtiles is the legal owner of the land known as Unit F, Brookside Avenue, Rustington, West Sussex BN16 3LF ("the Property") shown edged red on the plan at **Exhibit 1**. The Property is registered at HM Land Registry under title number WSX113266 and Official Copy Entries are attached at **Exhibit 2**. Please note that the land edged red and green has been removed from the title and does not form part of the Property.
- 1.4 From the date of purchase Sandtiles was the sole occupant of the Property until the end of April 2011.
- 1.5 During Sandtiles' occupation of the Property we operated a consolidation and supply service involving customer collection or delivery of kitchen furniture and related products. The business served local tradespersons, builders' merchants, kitchen installation specialists and, to a lesser extent, members of the public. The company also assembled bespoke kitchen cabinets for supply to merchants and builders.
- 1.6 Sandtiles remained in continuous occupation of the Property until the end of April 2011 after which it ceased to trade in the kitchen supply market, therefore no longer required the floorspace at the Property.
- 1.7 On 6 May 2011 Sandtiles entered into a lease of the Property for a term of five years with Euro Services Limited ("ESL") expiring on 5 May 2016 ("2011 Lease"). Occupation of the Property by ESL occurred shortly after (within weeks) entering into the 2011 Lease. A copy of the 2011 lease is attached at **Exhibit 3**.
- 1.8 The User Clause on Page 4 states that the permitted use of the Property is "Light Industrial or any other purpose within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 (with ancillary trade counter and retail sales)".
- 1.9 ESL sells tiles and associated products to both trade customers and members of the public and, upon commencement of the Lease, soon established a bathroom showroom within the front, road-facing section of the Property.
- 1.10 The front (north-facing) part of the Property comprises two floors, with the upper floor containing a number of small offices and a larger open-plan office space, which is used for administrative purposes and for the dispatch of sample tiles to customers in connection with ESL's online retail business. The remainder of the Property comprises a single-storey facility, within which extensive ranges of tiles, flooring products and associated materials have been formally displayed throughout much of the ground floor area during ESL's occupation of the Property.
- 1.11 Private customer parking is located on the north side of the Property, within the curtilage of the site, fronting onto and accessed from Brookside Avenue.
- 1.12 ESL entered a further lease for the Property on 14 June 2016 for a term of ten years with the lease commencing on 6 May 2016 ("2016 Lease"). There was no break in occupation between

the expiry of the 2011 Lease and the commencement of the 2016 Lease as the 2011 Lease expired on the 5 May 2016, and the 2016 Lease commenced on 6 May 2016. A copy of the 2016 Lease is attached at **Exhibit 4**.

- 1.13 During the almost 15 year period of ESL' occupation, I have visited the Property regularly, typically up to six times per year for inspection purposes.
- 1.14 These visits have included both external inspections and, on occasion, internal inspections. These visits have been during the working week when the Property is open to the public. There have been customers present during this time. A selection of photographs of the Property obtained from publicly available sources are attached at **Exhibit 5**.
- 1.15 ESL has recently begun rebranding as "Sussex Tile Outlet", although the nature of the business activities has remained consistent
- 1.16 Based on my direct observations and knowledge, I can confirm that ESL have remained in continuous occupation of the Property since 6 May 2011 and during this period ESL has continuously utilised the Property for showroom, display, and retail and trade sales purposes.
- 1.17 It is my understanding therefore that the lawful use of the Property is Class E of the Town and Country Planning (Use Classes) Order 1987 (as amended)

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Signature



Name

Declared at

77 BIGGIN STREET
DOVER
KENT CT16 1BB

Dated

18th February 2026

Before me



(signature of person before whom declaration is made)

Name



Declared at

77 BIGGIN STREET
DOVER KENT
CT16 1BB

J. P. SAYNOR L.L.B.
Solicitor
FREDERIC HALL
77 Biggin Street
DOVER, KENT. CT16 1BB

Exhibit 1: PLAN OF THE PROPERTY

Unit F, Brookside Industrial Estate, Rustington



Location Plan

Metres
0 5 10 20 30 40 50

Map Information

Scale: 1:1250
Date: 11/02/2026
Reference: 26003
Order No: 7736283

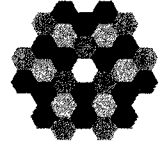
FIND >



EXHIBIT 2: OCES

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number WSX113266 Edition date 02.08.2016

- This official copy shows the entries on the register of title on 04 FEB 2026 at 14:23:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Feb 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 (26.08.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being the former Sandtiles Ltd, Brookside Avenue, Rustington, Littlehampton (BN16 3LF).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title dated 7 November 1986 made between (1) Wickens Estates Limited (Transferor) and (2) SPT Machines Limited (Transferee):-

"TOGETHER WITH a right of way over the land hatched black at all times and for all purposes by vehicle and on foot to and from the said land hereby transferred (it being understood that the Transferor intends to construct at the Transferor's own expense a roadway and/or pavement on the area of land hatched black or on some part thereof in the event that the Transferor shall develop any of the Transferor's land adjoining the said land hereby transferred) subject to the Transferee paying a fair proportion according to user of the cost of maintaining the land hatched black such proportion to be determined by an independent Surveyor in the case of a dispute (hereinafter called "the Transferee's contribution").

THERE is excepted and reserved unto the Transferor a right within twenty-one years from the dated thereof and on giving no less than twenty-eight days notice to the Transferee to vary the routes of the services to the property hereby transferred PROVIDED ALWAYS THAT any such alterations shall not reduce or restrict the services to the said property such variation to be at the Transferor's expense."

NOTE: Copy filed.

- 3 (10.09.2014) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title number WSX113266

Title absolute

- 1 (01.05.2001) PROPRIETOR: SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED (Co. Regn. No. 1070704) of 127 High Street, Hythe, Kent and York House, Cheriton Gardens, Folkestone, Kent CT20 2UR.
- 2 A Transfer dated 7 November 1986 made between (1) Wickens Estates Limited (Transferor) and (2) SPT Machines Limited (Transferee) contains vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 7 November 1986 referred to in the Proprietorship Register:-

THE Transferor hereby covenants with the Transferee for the benefit of the property hereby transferred and so as to bind the property retained by the Transferor and hatched blue on the said plan and into whosoever hands the same may come to maintain and repair the land hatched black on the plan as a roadway suitable for vehicular and pedestrian access to and egress from the premises hereby conveyed subject to the Transferee's contribution until the same shall have been adopted as a public highway.

NOTE: Original plan filed.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land in this title and other land dated 17 April 1934 made between (1) Charles Burt Brill and Arthur Delmiro Mariano Edwards (Vendors) and (2) Charles Samuel Chamberlain and Percy Stanley Chamberlain (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land in this title and other land dated 5 April 1967 made between (1) Z Peskett Industrial Sites Limited (Vendors) (2) Lloyds Bank Limited and (3) K D C Instruments Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights reserved by the Conveyance dated 5 April 1967 referred to above:-

"Except and Reserving unto the Vendors for the benefit of its adjoining property the free running of all water soil gas and electricity from and to the other buildings and land of the Vendors adjoining the property hereby conveyed through the sewers drains gutters and watercourses gas and electricity wires and cables which are now or may at any time hereafter be in or under the said property hereby conveyed with all rights proper for repairing maintaining and reinstating the same."
- 4 Option to purchase contained in the Transfer dated 7 November 1986 referred to in the property register, in the following terms:-

"The Transferor is hereby granted the option to re-purchase the part of the property hereby transferred as is edged red and coloured green on the said plan or any part or parts thereof (hereinafter called "The option land") in fee simple inpossession and upon the terms specified in the Schedule hereto.

THE SCHEDULE before referred to

(A) THE said option shall be exercisable by notice in writing to the Transferee at any time within twenty-one years from the date hereof and if the same shall be exercised then the Transferee as Beneficial Owner shall sell the Option Land or any part or parts thereof as specified in the said notice to the Transferor for the estate and at the price of ONE POUND (£1.00).

C: Charges Register continued

(B) IF the Transferor shall exercise this option as aforesaid then the Transfer shall without consideration transfer to the Transferee as Beneficial Owner an alternative area of land of similar area and accessibility and within the area coloured blue on the plan (hereinafter called "the Alternative Land") to enable the Transferee to park at least 22 cars and it is further agreed that the new parking spaces will be constructed at the Transferor's sole expense.

(C) ON any re-purchase of the Option Land or on any transfer of the Alternative Land the title to be deduced shall be in accordance with Section 110 of the Land Registration Act 1925 and vacant possession shall be given on completion and the edition of the National Conditions of Sale Current at the time of the exercise of the option shall apply to the re-purchaser of the Option Land and to the transfer of the Alternative Land so far as the same are not varied by or inconsistent with the provisions of this clause.

(D) ON any re-purchaser of the Option Land or transfer of the Alternative Land the Transferor shall bear both parties' legal costs."

NOTE: Copy filed.

- 5 (17.06.2011) UNILATERAL NOTICE affecting the land edged red on the plan to form UN1 in respect of a lease dated 6 May 2011 made between (1) Sandtiles Distributors (Hampshire) Limited and (2) Euro Services Limited.
- 6 (17.06.2011) BENEFICIARY: Euro Services Limited of Unit 2C Twickenham Trading Estate, Rugby Road, Twickenham, Middx TW1 1DG.
- 7 (02.08.2016) The land is subject to the lease set out in the schedule of leases hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 April 1934 referred to in the Charges Register:-

THE Purchasers' hereby jointly and severally Covenant with the Vendors and their successors in title to the intent that the covenant shall be binding so far as may be on the owners or owner for the time being of the property hereby conveyed and shall enure for the benefit of the neighbouring land of the Vendors that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictive covenant set out in the Third Schedule hereto PROVIDED ALWAYS that the Vendors or their successors in title might at any time sell or otherwise deal with any of their neighbouring property free from such restrictive covenants and in such lots and subject to such restrictions and stipulations (if any) as they may think fit.

THE THIRD SCHEDULE before referred to

NOT to do or permit or suffer to be done upon the property hereby conveyed or any part or parts thereof anything which shall be or may grow to be a nuisance disturbance or annoyance to the Vendors or their successors in title or the occupiers for the time being of neighbouring property.

- 2 The following are details of the covenants contained in the Conveyance dated 5 April 1967 referred to in the Charges Register:-

The Purchases hereby covenant with the Vendors so as:-

(a) Not to impose any liability on the Purchaser for any breach of such of the stipulation as is restrictive in nature after parting with all interest in the property in respect of which such breach shall occur.

(b) To bind the property hereby conveyed and to enure for the benefit of and be annexed to the property of the Vendors known as The Brookside Industrial Estate. Not to use or suffer the premises to be used for any

Title number WSX113266

Schedule of restrictive covenants continued

purpose or in any manner nor do or permit or suffer to be done therein anything which shall or may grow to be in any way a nuisance disturbance annoyance or damage to the Vendors or the tenants owners or occupiers of any adjoining or neighbouring property.

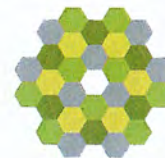
Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	02.08.2016	Former Sandtiles Building	14.06.2016 10 years beginning on 6.5.2016 and ending on and including 5.5.2026	WSX383001

End of register

HM Land Registry Official copy of title plan

Title number **WSX113266**
Ordnance Survey map reference **TQ0503SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex : Arun**



© Crown copyright and database rights 2014 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

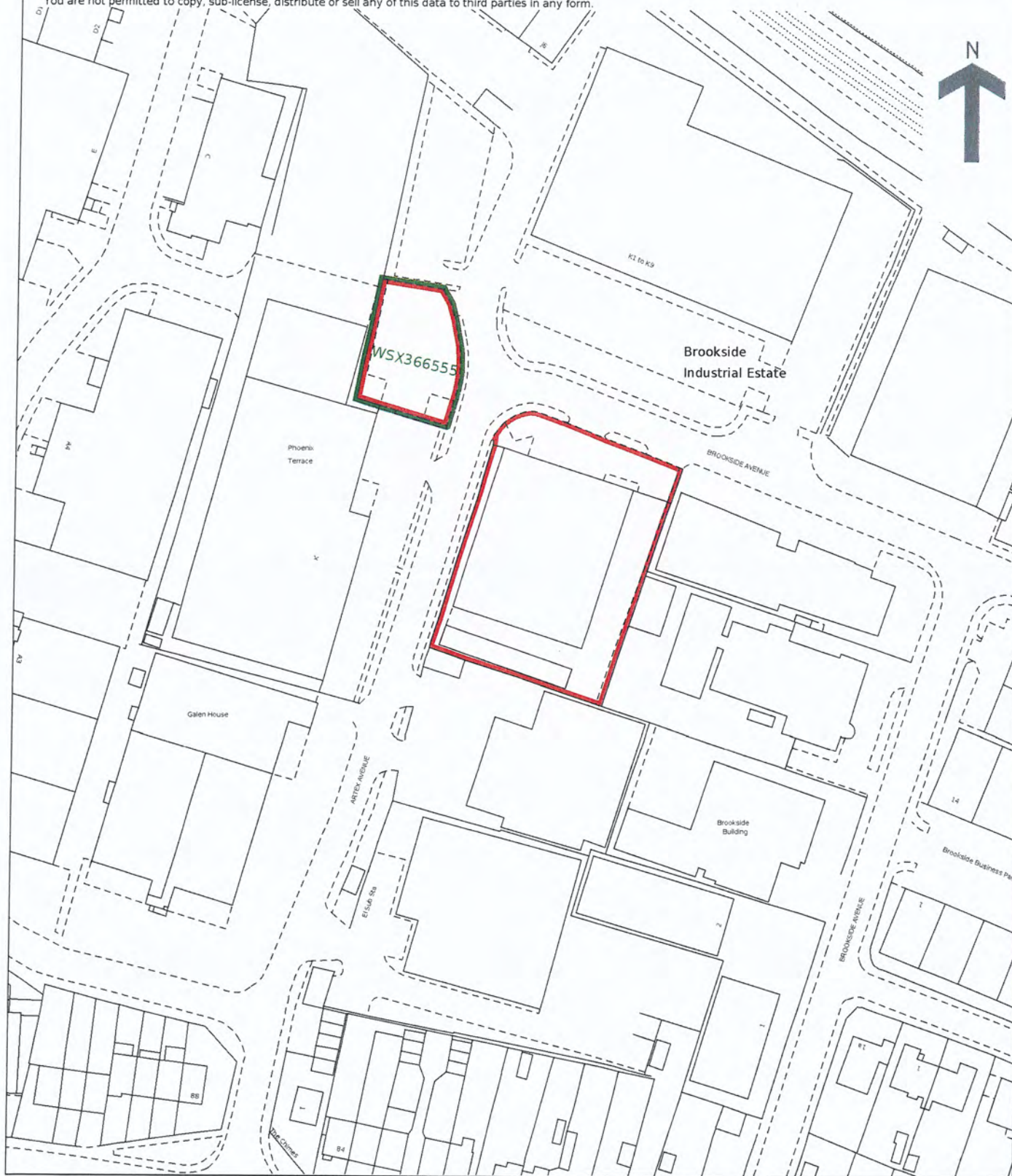


EXHIBIT 3: 6th MAY 2011 LEASE

Dated 6th May 2011

Counterpart Lease

relating to

**Former Sandtiles Building, Brookside Avenue, Rustington Trading Estate,
Rustington, West Sussex BN16 3LF**

between

SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED

and

EURO SERVICES LIMITED

CONTENTS

CLAUSE	Page
1. Interpretation	3
2. Grant.....	6
3. Third Party Rights	6
4. The Annual Rent	6
5. Insurance	7
6. Rates and taxes	10
7. Utilities.....	10
8. Common items	10
9. VAT	11
10. Default interest and interest.....	11
11. Costs.....	11
12. Compensation on vacating	12
13. No deduction, counterclaim or set-off.....	12
14. Assignments	12
15. Underlettings	13
16. Sharing occupation.....	14
17. Charging.....	14
18. Prohibition of other dealings	15
19. Registration and notification of dealings and occupation.....	15
20. Repairs	15
21. Decoration	16
22. Alterations	16
23. Signs	17
24. Returning the Property to the Landlord.....	17
25. Use	18
26. Compliance with laws	18
27. Encroachments, obstructions and acquisition of rights	20
28. Remedy breaches	20
29. Indemnity	21
30. Landlord's covenant for quiet enjoyment.....	21
31. Condition for re-entry.....	21
32. Liability	22
33. Entire agreement and exclusion of representations	23
34. Notices, consents and approvals.....	23
35. Governing law and jurisdiction	24
36. Contracts (Rights of Third Parties) Act 1999.....	24
37. Landlord and Tenant (Covenants) Act 1995	24
38. Tenant's Option to Determine.....	23
39. Exclusion of sections 24-28 of the LTA 1954.....	23

This Lease is dated

6th May

2011

PARTIES

- (1) **SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED** (Co. Regn. No. 1070704) of 127 High Street, Hythe, Kent (**Landlord**);
- (2) **EURO SERVICES LIMITED** (Co. Regn. No. 01441872) of Unit 2C, Twickenham Trading Estate, Rugby Road, Twickenham, Middlesex TW1 1DG (**Tenant**).

AGREED TERMS

1. INTERPRETATION

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

Annual Rent: rent at an initial rate of £45,000 until 5th May 2013 ;
£55,000 for the balance of the term per annum

Contractual Term: a term of five years beginning on 6th May 2011
and ending on, and including 5th May 2016

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

Insurance Rent: the aggregate in each year of the gross cost of the reasonable 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 subsidence heave and landslip 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 acts of terrorism and any other risks against which the Landlord acting reasonably decides to insure against from time to time.

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

Permitted Use: Light Industrial or any other purpose within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 (with ancillary trade counter and retail sales).

Property: The land and buildings at the former Sandtiles Building, Brookside Avenue, Rustington Trading Estate, Rustington, West Sussex BN16 3LF shown edged red on the attached plan.

Rent Commencement Date: 6th May 2011

Rent Payment Dates: The usual quarter days

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

Termination Date: The 5th day of May 2013

Third Party Rights: all rights, covenants and restrictions affecting the Property referred to 6th January 2011 at 14.29:49 in the property register and charges register of title number WSX113266 as the same may affect the property

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

- 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 and save in cases of manifest error and/or negligence) 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.

H. M. LAND REGISTRY

NATIONAL GRID PLAN
WEST SUSSEX
ARUN DISTRICT

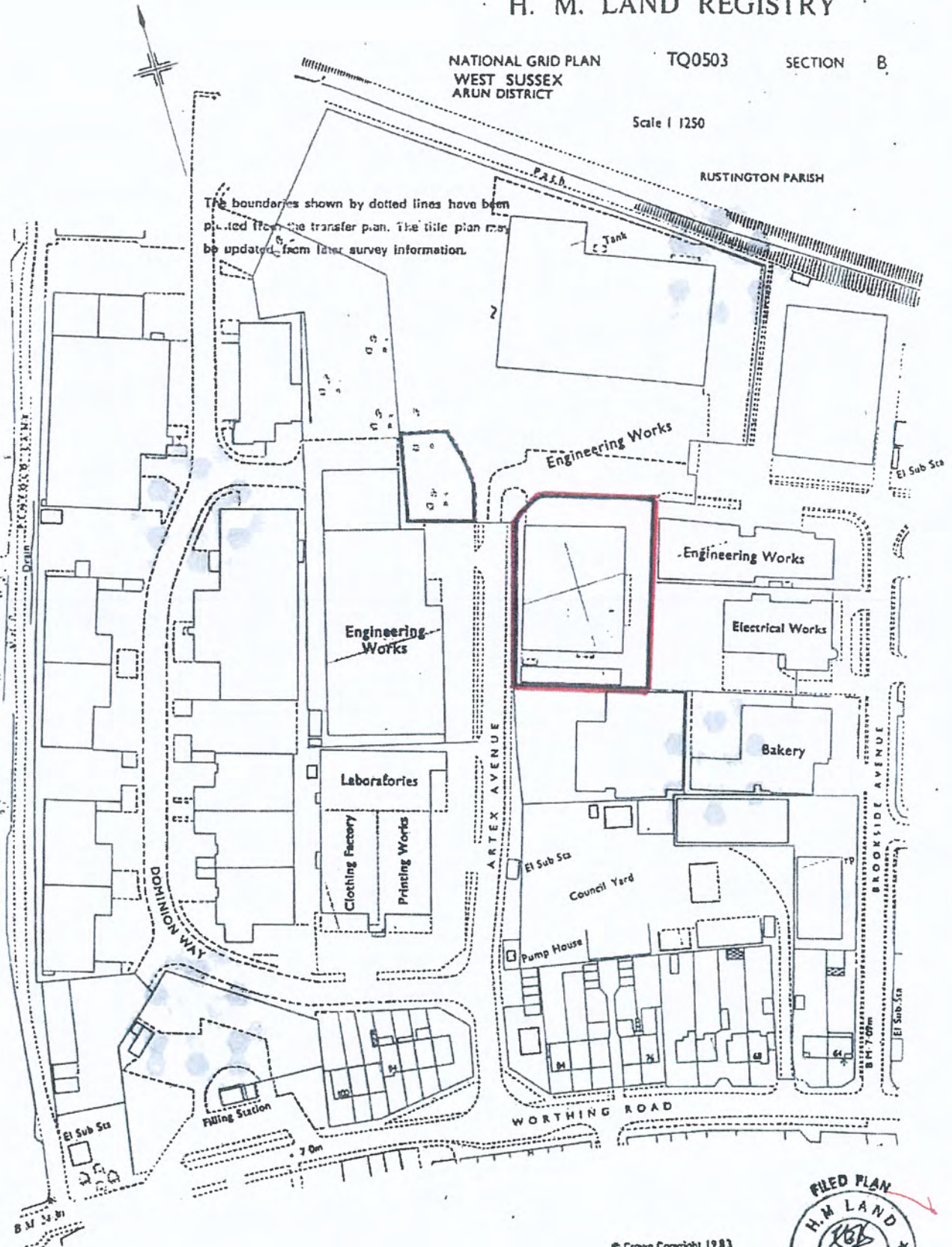
TQ0503

SECTION B

Scale 1:1250

RUSTINGTON PARISH

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



© Crown Copyright 1983



TITLE No. WSX 113266

- 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 any agreed or 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 37.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 37.5.
- 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 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, (and save in respect of the Town and County Planning (Use classes) Order 1987) taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, (and save as aforesaid) taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or knowingly suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words 'without limitation' following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include faxes or email.

- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

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 subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it,
 - (b) the Insurance Rent, and
 - (c) all interest payable under this lease.

3. THIRD PARTY RIGHTS

- 3.1 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.
- 3.2 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 after the Landlord has given reasonable prior written notice to the Tenant of not less than five working days, save in the case of emergency.

4. THE ANNUAL RENT

- 4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it on the usual quarter days in advance. The payments must be made by banker's standing order or by any other lawful method that the Landlord requires at any time by giving notice to the Tenant.
- 4.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and will be the proportion, calculated on a daily

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

- 4.3 If VAT is payable in respect of the Annual Rent the Landlord shall provide the Tenant with a valid VAT Invoice requesting the amount due.

5. INSURANCE

- 5.1 Subject to clause 5.2, 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 will not be obliged to insure any part of the Property installed by the Tenant.

- 5.2 The Landlord's obligation to insure is subject to:

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

- 5.3 The Tenant shall pay to the Landlord within 14 days of a written demand:

- (a) the Insurance Rent,
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy, and
- (c) any reasonable costs that the Landlord properly incurs in obtaining a valuation of the Property for insurance purposes but not more often than once in every period of two years

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

- 5.4 The Tenant shall:

- (a) give the Landlord notice as soon as practicable of any matter occurs that comes to the notice 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,
- (b) 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,

- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property,
- (d) give the Landlord notice as soon as practicable of the occurrence of any damage or loss relating to the Property which comes to the notice arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property,
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass and other than where they are used by the Tenant to remedy the damage for which the insurance has been received) pay those proceeds or cause them to be paid to the Landlord, and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the 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

5.5 The Landlord shall, subject to obtaining all necessary planning and other consents (which it shall use all reasonable endeavours to obtain as soon as possible), 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:

- (a) provide accommodation identical in layout or design so long as it is as convenient and commodious as that previously at the Property is provided, or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent, or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 5.7 or clause 5.8.

5.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or is without essential access or essential services 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, will be suspended until the Property has been reinstated and made fit for occupation and use with the benefit of essential access and essential

services, or until the end of three years from the date of damage or destruction, if sooner.

- 5.7 If, following damage to or destruction of the Property it is impossible or impractical to reinstate the Property, either party may terminate this lease by giving notice to the other. On giving notice this lease will determine but this will be without prejudice to any right or remedy of either party in respect of any breach of the others covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) will belong to the Landlord .be divided between the parties in accordance with their respective interests in the Property
- 5.8 The Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property or its essential services and access 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 will determine but this will be without prejudice to any right or remedy of either party in respect of any breach of the others covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall be divided between the parties in accordance with their respective interests in the Property

In relation to the policy of insurance affected under sub-clause 5 hereof

- (i) that the Landlord shall procure that the interest of the Tenant is noted or endorsed upon the said policy
- (ii) that the Landlord will notify the Tenant of any change in the risk covered by the said policy from time to time
- (iii) that the Landlord shall produce to the Tenant on demand either copies of the said policy and the receipt of the last premium or reasonable evidence from the insurers of the terms of the policy and the fact that the same is subsisting and in effect subject to the Tenant paying the Landlord its reasonable costs of complying with the Tenant's request of more than once in any period of twelve months
- (iv) that the Landlord shall make up any shortfall between the cost of rebuilding or repairing or otherwise reinstating the property and the monies paid under or by virtue of the said policy save to the extent any shortfall arises by reason of any act or omission by or on behalf of the Tenant

6. RATES AND TAXES

- 6.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease, or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 6.3 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 such approval not to be unreasonably withheld or delayed.
- 6.4 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.

7. UTILITIES

- 7.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications, data and other services and utilities to or from the Property and which exclusively serve the Property.
- 7.2 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.
- 7.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

8. COMMON ITEMS

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** the Tenant shall not be obliged to contribute

to the road referred to in Entry No. 2 of the Property Register of Title No. WSX113266.

9. VAT

- 9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall subject to receiving a valid VAT Invoice 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.
- 9.2 Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it save where the VAT is recoverable by the Landlord as input tax.

10. DEFAULT INTEREST AND INTEREST

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

11. COSTS

- 11.1 The Tenant shall pay the costs and expenses of the Landlord properly incurred including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the contractual term but which relate to the contractual term) in connection with or in contemplation of:
- (a) the enforcement of the tenant covenants of this lease,
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under

either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court,

- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995,
- (d) the preparation and service of a Schedule of dilapidations in connection with this lease which is served within three months of the date of expiry of the Lease and which relate to dilapidations incurred during the term, and
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord or granted subject to an unreasonable condition(s) in circumstances where the Landlord is not unreasonably to withhold it).

- 11.2 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.

12. COMPENSATION ON VACATING

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

13. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

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

14. ASSIGNMENTS

- 14.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 14.2 The Tenant shall not assign part only of this lease.
- 14.3 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 a condition that where it is reasonable to do so and only where the assignee is of a lower financial standing than the assignor the assignor (and any former tenant who because of section 11 of the Landlord

and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

- (a) is in respect of all the tenant covenants of this lease,
- (b) 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,
- (c) imposes principal debtor liability on the assignor (and any former tenant),
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant as the case may be) if given notice within three months of the date of disclaimer to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term, and
- (e) is otherwise in a form reasonably required by the Landlord.

14.4 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 on the date of the property completion of any assignment any Annual Rent or other money due under this lease is outstanding.

14.5 Nothing in this clause will 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.

15. UNDERLETTINGS

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

15.2 The Tenant shall not underlet part only of the Property.

15.3 The Tenant shall not underlet the Property:

- (a) together with any property or any right over property that is not included within this lease,
- (b) at a fine or premium or reverse premium, nor
- (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

15.4 Any underletting by the Tenant must be by deed and must include:

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

and must otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed.

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

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

16. 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 Landlord and Tenant Act 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.

17. CHARGING

17.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed save that

no consent shall be required where there is in existence a debenture over the whole or substantially the whole of the assets of the Tenant.

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

18. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with 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).

19. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

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

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

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

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

20. REPAIRS

20.1 The Tenant shall keep the Property in good repair and condition.

20.2.1 The Tenant will not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or if uninsured an act of terrorism or environmental matters, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or

agents or any person on the Property with the actual or implied authority of any of them.

- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 5.2.

20.2.2 The Tenant shall not be liable for any repairs referred to in or arising out of any matters referred to in the Site Inspection and Assessment Report prepared by Monitor Environmental Consultants dated May 2001, the Asbestos Management Survey Report prepared by Simon Beeching dated 16th July 2010 and any review thereof save where any works carried out by the Tenant to the Property cause additional works to be required in which case the Tenant shall be responsible for the carrying out of such additional works

20.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there.

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

21. DECORATION

21.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary but in any event in the last three months before the end of the term.

21.2 All decoration must be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and must include all appropriate preparatory work.

21.3 All decoration carried out in the last three months of the term must also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord

22. ALTERATIONS

22.1 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.

22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

- 22.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed **PROVIDED THAT** the installation, movement and removal of non-structural demountable partitioning and racking shall not require the consent of the Landlord.

23. SIGNS

- 23.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 23.2 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 except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.
- 23.3 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 so far as is reasonable.
- 23.4 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 which do not materially interfere with the use and enjoyment of the Property by the Tenant and which in the case of a re-letting board shall only be erected in the last six months of the term and where the Landlord and the Tenant are not in negotiations in respect of a proposed new Lease.

24. RETURNING THE PROPERTY TO THE LANDLORD

- 24.1 At the end of the term the Tenant shall return the Property to the Landlord in the condition required by this lease (damage by Insured Risks or flooding excepted).
- 24.2 At the end of the term, the Tenant will remove from the Property all chattels belonging to or used by it.
- 24.3 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 will not be liable to the Tenant by reason of that storage or disposal. The Tenant will indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal. The Landlord shall account to the Tenant for any moneys received from any disposal less any costs incurred in connection with such disposal. The Tenant

will discharge on written demand any costs incurred by the Landlord in the storage or disposal of any such chattel or fixtures.

25. USE

25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

25.2 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, or actionable nuisance to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

25.3 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.

26. COMPLIANCE WITH LAWS

26.1 The Tenant shall comply with all laws relating to:

- (a) the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

save in cases where such works are excepted from the Tenant's repairing obligations in Clause 20 of this Lease

26.2 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 which are consistent with the repairing obligations in this Lease and where such requirements occur after the date of this Lease and which are not excepted from the Tenants repairing obligations in Clause 20 of this Lease

26.3 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:

- (a) send a copy of the relevant document to the Landlord; and

- (b) 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.
 - (c) which are consistent with the repairing obligations in this Lease and where such requirements occur after the date of this Lease and which are not excepted from the Tenants repairing obligations in Clause 20 of this Lease
- 26.4 The Tenant shall not apply for planning permission for the Property without the Landlord's consent which shall not be unreasonable withheld or delayed.
- 26.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 1994 apply without the consent of the Landlord such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this lease.
- 26.6 The Tenant shall maintain the health and safety file for the Property in accordance with the Construction (Design and Management) Regulations 1994 and shall give it to the Landlord at the end of the term.
- 26.7 As soon as the Tenant becomes aware of any new defect in the Property after the date of the Lease which is or may be covered by an Insured Risk, 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.
- 26.8 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.
- 26.9 The Tenant shall not be liable for payment of any moneys that may be demanded in respect of Chancel Repairs and the Landlord shall indemnify and hold harmless the Tenant from and against all such liability.

27. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

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

27.2 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:

- (a) immediately give notice to the Landlord; and
- (b) at the cost of the Landlord (unless the third party encroachment or action is caused by an act or omission by or on behalf of the Tenant) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

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

27.4 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.

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

- (a) immediately notify the Landlord; and
- (b) at the cost of the Landlord (unless that action or threat is caused by any act or omission by or on behalf of the Tenant) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

28. REMEDY BREACHES

28.1 The Landlord may after giving reasonable prior written notice to the Tenant of not less than fourteen days 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.

28.2 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.

28.3 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) will be a debt due from the Tenant to the Landlord and payable on demand.

28.4 Any action taken by the Landlord pursuant to this clause will be without prejudice to the Landlord's other rights, including those under clause 5.2.

29. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any Tenant Covenants in this Lease.

30. 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 will have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord or by title paramount.

31. CONDITION FOR RE-ENTRY

31.1 The Landlord may re-enter the Property at any time after any of the following occurs:

- (a) the Annual Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not,
- (b) any material breach of any condition of, or tenant covenant, in this lease,
- (c) where the Tenant or is a corporation:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor, or
 - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant, or
 - (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant, or

- (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant, or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies, or
 - (vi) the making of a petition for a winding-up order which is not successfully challenged or a winding-up order in respect of the Tenant, or
 - (vii) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off, or
 - (viii) the Tenant or guarantor otherwise ceasing to exist,
- (d) where the Tenant is an individual:
- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant, or
 - (ii) the presentation of a petition for a bankruptcy order which is not successfully challenged or the making of a bankruptcy order against the Tenant

31.2 If the Landlord re-enters the Property pursuant to this clause, this lease will immediately end, but without prejudice to any right or remedy of either party in respect of any breach of covenant by the other.

32. LIABILITY

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

32.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

32.3 In any case where the facts are known to the Tenant, the Landlord will not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord

notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

33. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

33.1 This deed constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this deed and supersedes any previous agreement between the parties relating to the transaction.

33.2 The Tenant acknowledges that in entering into this lease it is not relying on, and will have no remedy in respect of, any statement or representation made by or on behalf of the Landlord save in replies to the enquiries provided by and in correspondence passing between the Landlord's Solicitors to the Tenant's Solicitors.

33.3 Nothing in this lease constitutes or will constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

33.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

34. NOTICES, CONSENTS AND APPROVALS

34.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease must be in writing.

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

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

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

- (a) it is given in writing and signed by a person duly authorised on behalf or the Landlord, and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it will not affect the requirement for a deed for any other consent.

- 34.5 Where the approval of the Landlord is required under this lease, an approval will only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency, or
 - (b) this lease expressly states that the approval need not be in writing.

- 34.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval will not imply that any consent or approval required from a third party has been obtained, nor will it obviate the need to obtain any consent or approval from a third party.

35. GOVERNING LAW AND JURISDICTION

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

- 35.2 The Landlord and the Tenant (and any guarantor) irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

36. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease will not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

37. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

38. TENANT'S OPTION TO DETERMINE

- 38.1 In this Clause **Termination date** means
- 38.2 Subject to the pre-conditions in clause 38.3 being satisfied on the Termination Date and subject to clause 38.4, the Tenant may determine the term on the Termination Date by giving the Landlord not less than six months' written notice. The term will then determine on the Termination Date, but without

prejudice to any rights of either party against the other for any antecedent breach of its obligations under this lease.

38.3 The pre-conditions are that:

38.3.1 The whole of the Property is given to the Landlord free of occupation and third party interest; and

38.3.2 all Annual Rent and the Insurance Rent due under this Lease up to the Termination Date (but not for a period hereafter) have been paid in full (in the case of the Insurance Rent where the same has been demanded at least twenty-eight days prior to the Termination Date); and

38.4 The Landlord may waive any of the pre-conditions set out in clause 38.3 at any time before the Termination Date by written notice to the Tenant.

38.5 Time will be of the essence for the purposes of this clause

38.6 If the Tenant has made any payment to the Landlord that relate to a period past the Termination Date the Landlord shall repay it to the Tenant forthwith

39. Exclusion of Sections 24-28 of the Landlord and Tenant Act 1964

39.1 The parties confirm that:

(a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1953, applying to the tenancy created by this Lease; and

(b) the Tenant made a Statutory Declaration dated *6th May 2011* in accordance with the requirements of Section 38(a)(3)(b) of the Landlord and Tenant Act 1954; and

(c) there is no agreement for Lease to which this Lease gives effect

39.2 The parties agree that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease

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

Signed as a deed by **EURO SERVICES LIMITED** by its Director/Secretary

Director:

Director/Secretary:

EXHIBIT 4: 14th JUNE 2016 LEASE

Dated

14th June

2016

Counterpart Lease

relating to

**Former Sandtiles Building, Brookside Avenue, Rustington Trading Estate,
Rustington, West Sussex BN16 3LF**

between

SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED

and

EURO SERVICES LIMITED

- All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.
- Clause LR13 may be omitted or deleted.
- Clause LR14 may be omitted or deleted where the Tenant is one person.
- Otherwise, do not omit or delete any words in bold text unless italicised.
- Side-headings may appear as headings if this is preferred.
- Vertical or horizontal lines, or both, may be omitted.

LR1. Date of lease	14 th June 2016
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> WSX113266 LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>
LR3. Parties to this lease <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in England and Wales including any prefix.</i>	Landlord Sandtiles Distributors (Hampshire) Limited (Co. Regn. No. 1070704) of 127 High Street, Hythe, Kent Tenant Euro Services Limited (Co. Regn. No. 01441872) of Unit 2C Twickenham Trading Estate, Rugby Road, Twickenham Middlesex TW1 1DG Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i>
LR4. Property <i>Insert a full description of the land being leased or</i> <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	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. The land and buildings at the former Sandtiles Building, Brookside Avenue, Rustington Trading Estate, Rustington, West Sussex BN16 3LF shown edged red on the Lease plan
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i>	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.

<i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	LR5.2 This lease is made under, or by reference to, provisions of: Not applicable
LR6. Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i> <i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i>	The term is as follows: a term of ten years beginning on 6th May 2016 and ending on and including 5th May 2016
LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	£ 0.00
LR8. Prohibitions or restrictions on disposing of this lease <i>Include whichever of the two statements is appropriate.</i> <i>Do not set out here the wording of the provision.</i>	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	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 LR9.2 Tenant's covenant to (or offer to) surrender this lease LR9.3 Landlord's contractual rights to acquire this lease
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	

LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	LR11.1 Easements granted by this lease for the benefit of the Property None LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property None
LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	The Parties to this lease apply to enter the following standard form of restriction against the title of the Property
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i>	

CONTENTS

CLAUSE	Page
1. Interpretation	3
2. Grant.....	6
3. Third Party Rights	6
4. The Annual Rent	6
5. Insurance	7
6. Rates and taxes	10
7. Utilities.....	10
8. Common items	10
9. VAT	11
10. Default interest and interest.....	11
11. Costs	11
12. Compensation on vacating	12
13. No deduction, counterclaim or set-off.....	12
14. Assignments	12
15. Underlettings	13
16. Sharing occupation.....	14
17. Charging	14
18. Prohibition of other dealings	15
19. Registration and notification of dealings and occupation.....	15
20. Repairs	15
21. Decoration	16
22. Alterations	16
23. Signs.....	17
24. Returning the Property to the Landlord	17
25. Use	18
26. Compliance with laws	18
27. Encroachments, obstructions and acquisition of rights	19
28. Remedy breaches	20
29. Indemnity	21
31. Landlord's covenant for quiet enjoyment.....	23
32. Condition for re-entry.....	23
33. Liability	24
34. Entire agreement and exclusion of representations	25
35. Notices, consents and approvals.....	25
36. Governing law and jurisdiction	26
37. Contracts (Rights of Third Parties) Act 1999	26
38. Landlord and Tenant (Covenants) Act 1995	26
39. Exclusion of Sections 24-28 of the Landlord and Tenant Act 1964.....	27

This Lease is dated

14th June

2016

PARTIES

- (1) **SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED** (Co. Regn. No. 1070704) of 127 High Street, Hythe, Kent (**Landlord**);
- (2) **EURO SERVICES LIMITED** (Co. Regn. No. 01441872) of Unit 2C, Twickenham Trading Estate, Rugby Road, Twickenham, Middlesex TW1 1DG (**Tenant**).

AGREED TERMS

1. INTERPRETATION

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

Annual Rent: rent at an initial rate of £60,000 (Sixty Thousand Pounds) per annum from 6th May 2016 until 5th May 2020 and then annual rent at the rate of £65,000 (Sixty Five Thousand Pounds) from 6th May 2020 until 5th May 2021 and then as revised pursuant to this Lease.

Base RPI Month: January 2016

Base Rent: Rent of £62,000 (Sixty Two Thousand Pounds) per annum.

Contractual Term: a term of ten years beginning on 6th May 2016 and ending on, and including 5th May 2026

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

Insurance Rent: the aggregate in each year of the gross cost of the reasonable 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 subsidence heave and landslip 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 acts of terrorism and any other risks against which the Landlord acting reasonably decides to insure against from time to time.

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

Permitted Use: Light Industrial or any other purpose within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 (with ancillary trade counter and retail sales).

Property: The land and buildings at the former Sandtiles Building, Brookside Avenue, Rustington Trading Estate, Rustington, West Sussex BN16 3LF shown edged red on the attached plan.

Rent Commencement Date: 6th May 2016

Rent Payment Dates: The usual quarter days

RPI: the Retail Prices Index or any official index replacing it.

Review Date: 6th May 2021.

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

Termination Date: The 5th May 2026

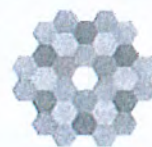
Third Party Rights: all rights, covenants and restrictions affecting the Property referred to 20 APR 2016 at 14.59:30 in the property register and charges register of title number WSX113266 as the same may affect the property

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

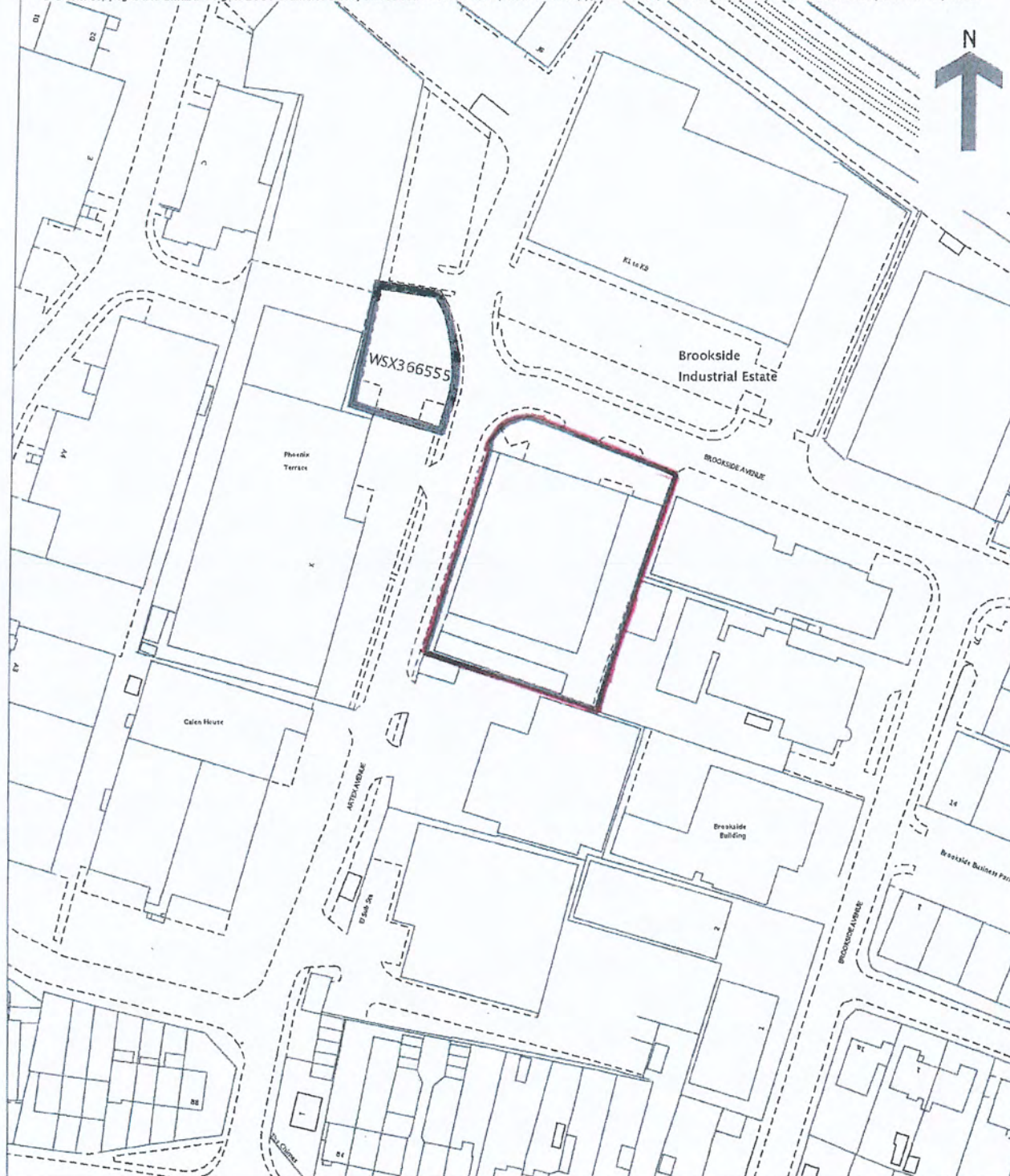
- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled 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 and save in cases of manifest error and/or negligence) by the Landlord.

Land Registry
Official copy of
title plan

Title number **WSX113266**
Ordnance Survey map reference **TQ0503SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex : Arun**



© Crown copyright and database rights 2014 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This official copy is incomplete without the preceding notes page.

- 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 any agreed or 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 37.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 37.5.
- 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 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, (and save in respect of the Town and County Planning (Use classes) Order 1987) taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, (and save as aforesaid) taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or knowingly suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words 'without limitation' following them.
- 1.15 A **person** includes a corporate or unincorporated body.

- 1.16 References to **writing** or **written** do not include faxes or email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

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 subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it,
 - (b) the Insurance Rent, and
 - (c) all interest payable under this lease.

3. THIRD PARTY RIGHTS

- 3.1 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.
- 3.2 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 after the Landlord has given reasonable prior written notice to the Tenant of not less than five working days, save in the case of emergency.

4. THE ANNUAL RENT

- 4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it on the usual quarter days in advance. The payments must be made by banker's standing order or by any other lawful method that the Landlord requires at any time by giving notice to the Tenant.

4.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and will be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

4.3 If VAT is payable in respect of the Annual Rent the Landlord shall provide the Tenant with a valid VAT Invoice requesting the amount due.

5. INSURANCE

5.1 Subject to clause 5.2, 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 will not be obliged to insure any part of the Property installed by the Tenant.

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

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

5.3 The Tenant shall pay to the Landlord within 14 days of a written demand:

- (a) the Insurance Rent,
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy, and
- (c) any reasonable costs that the Landlord properly incurs in obtaining a valuation of the Property for insurance purposes but not more often than once in every period of two years

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

5.4 The Tenant shall:

- (a) give the Landlord notice as soon as practicable of any matter occurs that comes to the notice 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,
- (b) 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,

- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property,
- (d) give the Landlord notice as soon as practicable of the occurrence of any damage or loss relating to the Property which comes to the notice arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property,
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass and other than where they are used by the Tenant to remedy the damage for which the insurance has been received) pay those proceeds or cause them to be paid to the Landlord, and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the 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

5.5 The Landlord shall, subject to obtaining all necessary planning and other consents (which it shall use all reasonable endeavours to obtain as soon as possible), 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:

- (a) provide accommodation identical in layout or design so long as it is as convenient and commodious as that previously at the Property is provided, or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent, or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 5.7 or clause 5.8.

5.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or is without essential access or essential services 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, will be suspended until the Property has been reinstated and made fit

for occupation and use with the benefit of essential access and essential services, or until the end of three years from the date of damage or destruction, if sooner.

- 5.7 If, following damage to or destruction of the Property it is impossible or impractical to reinstate the Property, either party may terminate this lease by giving notice to the other. On giving notice this lease will determine but this will be without prejudice to any right or remedy of either party in respect of any breach of the others covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) will be divided between the parties in accordance with their respective interests in the Property
- 5.8 The Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property or its essential services and access 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 will determine but this will be without prejudice to any right or remedy of either party in respect of any breach of the others covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall be divided between the parties in accordance with their respective interests in the Property

In relation to the policy of insurance affected under sub-clause 5 hereof

- (i) that the Landlord shall procure that the interest of the Tenant is noted or endorsed upon the said policy
- (ii) that the Landlord will notify the Tenant of any change in the risk covered by the said policy from time to time
- (iii) that the Landlord shall produce to the Tenant on demand either copies of the said policy and the receipt of the last premium or reasonable evidence from the insurers of the terms of the policy and the fact that the same is subsisting and in effect subject to the Tenant paying the Landlord its reasonable costs of complying with the Tenant's request of more than once in any period of twelve months
- (iv) that the Landlord shall make up any shortfall between the cost of rebuilding or repairing or otherwise reinstating the property and the monies paid under or by virtue of the said policy save to the extent any shortfall arises by reason of any act or omission by or on behalf of the Tenant

6. **RATES AND TAXES**

- 6.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease, or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 6.3 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 such approval not to be unreasonably withheld or delayed.
- 6.4 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.

7. **UTILITIES**

- 7.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications, data and other services and utilities to or from the Property and which exclusively serve the Property.
- 7.2 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.
- 7.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

8. **COMMON ITEMS**

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** the Tenant shall not be obliged to contribute

to the road referred to in Entry No. 2 of the Property Register of Title No. WSX113266.

9. VAT

- 9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall subject to receiving a valid VAT Invoice 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.
- 9.2 Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it save where the VAT is recoverable by the Landlord as input tax.

10. DEFAULT INTEREST AND INTEREST

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

11. COSTS

- 11.1 The Tenant shall pay the costs and expenses of the Landlord properly incurred including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the contractual term but which relate to the contractual term) in connection with or in contemplation of:
- (a) the enforcement of the tenant covenants of this lease,
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court,

- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995,
- (d) the preparation and service of a Schedule of dilapidations in connection with this lease which is served within three months of the date of expiry of the Lease and which relate to dilapidations incurred during the term, and
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord or granted subject to an unreasonable condition(s) in circumstances where the Landlord is not unreasonably to withhold it).

11.2 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.

12. COMPENSATION ON VACATING

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

13. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

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

14. ASSIGNMENTS

14.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

14.2 The Tenant shall not assign part only of this lease.

14.3 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 a condition that where it is reasonable to do so and only where the assignee is of a lower financial standing than the assignor the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

- (a) is in respect of all the tenant covenants of this lease,
- (b) 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,
- (c) imposes principal debtor liability on the assignor (and any former tenant),
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant as the case may be) if given notice within three months of the date of disclaimer to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term, and
- (e) is otherwise in a form reasonably required by the Landlord.

14.4 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 on the date of the property completion of any assignment any Annual Rent or other money due under this lease is outstanding.

14.5 Nothing in this clause will 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.

15. UNDERLETTINGS

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

15.2 The Tenant shall not underlet part only of the Property.

15.3 The Tenant shall not underlet the Property:

- (a) together with any property or any right over property that is not included within this lease,
- (b) at a fine or premium or reverse premium, nor
- (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

15.4 Any underletting by the Tenant must be by deed and must include:

- (a) an agreement between the Tenant and the undertenant, authorised by an order of the court (or otherwise in accordance with the Landlord and Tenant Act 1954), excluding sections 24 to 28 of the Landlord

and Tenant Act 1954 from applying to the tenancy created by the underlease,

- (b) the reservation of a rent which is not less than the open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease,
- (c) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease, and
- (d) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and must otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed.

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

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

16. 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 Landlord and Tenant Act 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.

17. CHARGING

17.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed save that no consent shall be required where there is in existence a debenture over the whole or substantially the whole of the assets of the Tenant.

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

18. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with 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).

19. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

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

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

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

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

20. REPAIRS

20.1 The Tenant shall keep the Property in good repair and condition.

20.2.1 The Tenant will not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or if uninsured an act of terrorism or environmental matters, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them.
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 5.2.

20.2.2 The Tenant shall not be liable for any repairs referred to in or arising out of any matters referred to in the Site Inspection and Assessment Report prepared

by Monitor Environmental Consultants dated May 2001, the Asbestos Management Survey Report prepared by Simon Beeching dated 16th July 2010 and any review thereof save where any works carried out by the Tenant to the Property cause additional works to be required in which case the Tenant shall be responsible for the carrying out of such additional works

20.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there.

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

21. DECORATION

21.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary but in any event in the last three months before the end of the term.

21.2 All decoration must be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and must include all appropriate preparatory work.

21.3 All decoration carried out in the last three months of the term must also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord

22. ALTERATIONS

22.1 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.

22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

22.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed **PROVIDED THAT** the installation, movement and removal of non-structural demountable partitioning and racking shall not require the consent of the Landlord.

23. SIGNS

- 23.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 23.2 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 except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.
- 23.3 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 so far as is reasonable.
- 23.4 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 which do not materially interfere with the use and enjoyment of the Property by the Tenant and which in the case of a re-letting board shall only be erected in the last six months of the term and where the Landlord and the Tenant are not in negotiations in respect of a proposed new Lease.

24. RETURNING THE PROPERTY TO THE LANDLORD

- 24.1 At the end of the term the Tenant shall return the Property to the Landlord in the condition required by this lease (damage by Insured Risks or flooding excepted).
- 24.2 At the end of the term, the Tenant will remove from the Property all chattels belonging to or used by it.
- 24.3 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 will not be liable to the Tenant by reason of that storage or disposal. The Tenant will indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal. The Landlord shall account to the Tenant for any moneys received from any disposal less any costs incurred in connection with such disposal. The Tenant will discharge on written demand any costs incurred by the Landlord in the storage or disposal of any such chattel or fixtures.

25. USE

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 25.2 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, or actionable nuisance to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 25.3 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.

26. COMPLIANCE WITH LAWS

- 26.1 The Tenant shall comply with all laws relating to:
- (a) the occupation and use of the Property by the Tenant;
 - (b) the use of all Service Media and machinery and equipment at or serving the Property;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- save in cases where such works are excepted from the Tenant's repairing obligations in Clause 20 of this Lease
- 26.2 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 which are consistent with the repairing obligations in this Lease and where such requirements occur after the date of this Lease and which are not excepted from the Tenants repairing obligations in Clause 20 of this Lease
- 26.3 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:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) 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.

- (c) which are consistent with the repairing obligations in this Lease and where such requirements occur after the date of this Lease and which are not excepted from the Tenants repairing obligations in Clause 20 of this Lease
- 26.4 The Tenant shall not apply for planning permission for the Property without the Landlord's consent which shall not be unreasonable withheld or delayed.
- 26.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 1994 apply without the consent of the Landlord such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this lease.
- 26.6 The Tenant shall maintain the health and safety file for the Property in accordance with the Construction (Design and Management) Regulations 1994 and shall give it to the Landlord at the end of the term.
- 26.7 As soon as the Tenant becomes aware of any new defect in the Property after the date of the Lease which is or may be covered by an Insured Risk, 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.
- 26.8 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.
- 26.9 The Tenant shall not be liable for payment of any moneys that may be demanded in respect of Chancel Repairs and the Landlord shall indemnify and hold harmless the Tenant from and against all such liability.
- 27. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 27.1 The Tenant shall not grant any right or licence over the Property to a third party.

- 27.2 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:
- (a) immediately give notice to the Landlord; and
 - (b) at the cost of the Landlord (unless the third party encroachment or action is caused by an act or omission by or on behalf of the Tenant) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 27.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 27.4 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.
- 27.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) at the cost of the Landlord (unless that action or threat is caused by any act or omission by or on behalf of the Tenant) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

28. REMEDY BREACHES

- 28.1 The Landlord may after giving reasonable prior written notice to the Tenant of not less than fourteen days 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.
- 28.2 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.
- 28.3 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) will be a debt due from the Tenant to the Landlord and payable on demand.

28.4 Any action taken by the Landlord pursuant to this clause will be without prejudice to the Landlord's other rights, including those under clause 5.2.

29. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any Tenant Covenants in this Lease.

30. REVIEW OF THE ANNUAL RENT

30.1 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 (**President**), and the Surveyor is the independent valuer appointed pursuant to clause 30.10 (**Surveyor**).

30.2 The Annual Rent shall be reviewed on the Review Date to equal £65,000 or, if greater, the indexed rent determined pursuant to this clause.

30.3 The indexed rent for the Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month of January 2021 then dividing the product by the All Items index value of the RPI for the Base RPI Month.

30.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

30.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

- (a) 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 notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date; and
- (b) 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 notified on or before that Review Date and the date payment is received by the Landlord.

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

30.7 Subject to clause 30.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

30.8 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:

- (a) the Landlord or the Tenant reasonably believes that any change referred to in clause 30.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 30.7, and has given notice to the other party of this belief; or
- (b) it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 30.7.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

30.9 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 30.7; or
- (b) where the Landlord and the Tenant fail to reach agreement under clause 30.8.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

30.10 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.

30.11 The Surveyor shall act as an expert and not as an arbitrator. 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.

- 30.12 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.
- 30.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
- (a) dies;
 - (b) becomes unwilling or incapable of acting; or
 - (c) unreasonably delays in making any determination.

Clause 30.10 shall then apply in relation to the appointment of a replacement.

- 30.14 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.

31. 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 will have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord or by title paramount.

32. CONDITION FOR RE-ENTRY

- 32.1 The Landlord may re-enter the Property at any time after any of the following occurs:
- (a) the Annual Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not,
 - (b) any material breach of any condition of, or tenant covenant, in this lease,
 - (c) where the Tenant is a corporation:

- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor, or
 - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant, or
 - (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant, or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant, or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies, or
 - (vi) the making of a petition for a winding-up order which is not successfully challenged or a winding-up order in respect of the Tenant, or
 - (vii) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off, or
 - (viii) the Tenant or guarantor otherwise ceasing to exist,
- (d) where the Tenant is an individual:
- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant, or
 - (ii) the presentation of a petition for a bankruptcy order which is not successfully challenged or the making of a bankruptcy order against the Tenant

32.2 If the Landlord re-enters the Property pursuant to this clause, this lease will immediately end, but without prejudice to any right or remedy of either party in respect of any breach of covenant by the other.

33. LIABILITY

33.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons will be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any

time or concession to any one of them without affecting the liability of any other of them.

- 33.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 33.3 In any case where the facts are known to the Tenant, the Landlord will not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

34. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 34.1 This deed constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this deed and supersedes any previous agreement between the parties relating to the transaction.
- 34.2 The Tenant acknowledges that in entering into this lease it is not relying on, and will have no remedy in respect of, any statement or representation made by or on behalf of the Landlord save in replies to the enquiries provided by and in correspondence passing between the Landlord's Solicitors to the Tenant's Solicitors.
- 34.3 Nothing in this lease constitutes or will constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 34.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

35. NOTICES, CONSENTS AND APPROVALS

- 35.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease must be in writing.
- 35.2 A written notice must be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

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

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

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord, and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it will not affect the requirement for a deed for any other consent.

35.5 Where the approval of the Landlord is required under this lease, an approval will only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency, or
- (b) this lease expressly states that the approval need not be in writing.

35.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval will not imply that any consent or approval required from a third party has been obtained, nor will it obviate the need to obtain any consent or approval from a third party.

36. GOVERNING LAW AND JURISDICTION

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

36.2 The Landlord and the Tenant (and any guarantor) irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

37. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease will not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

38. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

39. **EXCLUSION OF SECTIONS 24-28 OF THE LANDLORD AND TENANT ACT 1954**

39.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this Lease; and
- (b) the Tenant made a Statutory Declaration dated *2 June 2016* in accordance with the requirements of Section 38(a)(3)(b) of the Landlord and Tenant Act 1954; and
- (c) there is no agreement for Lease to which this Lease gives effect

39.2 The parties agree that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease

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

Signed as a deed by **EURO SERVICES**
LIMITED by its Director/Secretary

in the presence of :-

Director:

R. KANDIOU

~~Director/Secretary~~

DAVID PAYNE

73, CANDLEMAS MEAD, BEACONSFIELD Bucks HP41 1AA

ACCOUNTANT

Notice that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to a Business Tenancy

To: EURO SERVICES LIMITED of Unit 2C, Twickenham Trading Estate, Rugby Road, Twickenham, Middlesex TW1 1DG

(Name and address of tenant)

From: SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED of 127 High Street, Hythe, Kent CT21 5JU

(Name and address of landlord)

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Statutory Declaration Prior to Agreement Excluding Security of Tenure

(name of declarant)

1. POSEI LAND LTD

(address)

of UNIT 2C TWICKENHAM TRADING EST
RUBY ROAD
TWICKENHAM MIDDLE TWINDG

do solemnly and sincerely declare that -

(name of tenant)

1. ☒ EURO SERVICE LIMITED

(address of premises)

propose(s) to enter into a tenancy of premises at

Former Sandtiles Building, Brookside Avenue, Rustington Trading Estate, Rustington, West Sussex BN16 3LF

for a term commencing on

the date of completion of the Lease

(name of landlord)

2. ☒ The tenant propose(s) to enter into an agreement with
SANDTILES DISTRIBUTORS (HAMPSHIRE) LIMITED

that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The landlord has served on ~~xxx~~ the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.

4. ~~xxxxx~~ The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

(as appropriate)

[5. I am duly authorised by the tenant to make this declaration.]

To:

[Name and address of tenant]

From:

[Name and address of landlord]

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

DECLARED at Stone Rose Brewer LLP
this 2 day of June 2016

Before me

DJ COCHRAN SHERRILL

A commissioner for oaths or A solicitor empowered to administer oaths or (as appropriate)

STONE ROWE BREWER LLP
SOLICITORS
12-13 CHURCH STREET
TWICKENHAM TW1 3NJ
TEL: 020 889 0544

(signature of person
before whom
declaration
is made)

EXHIBIT 5: PHOTOGRAPHS



★ Reviews

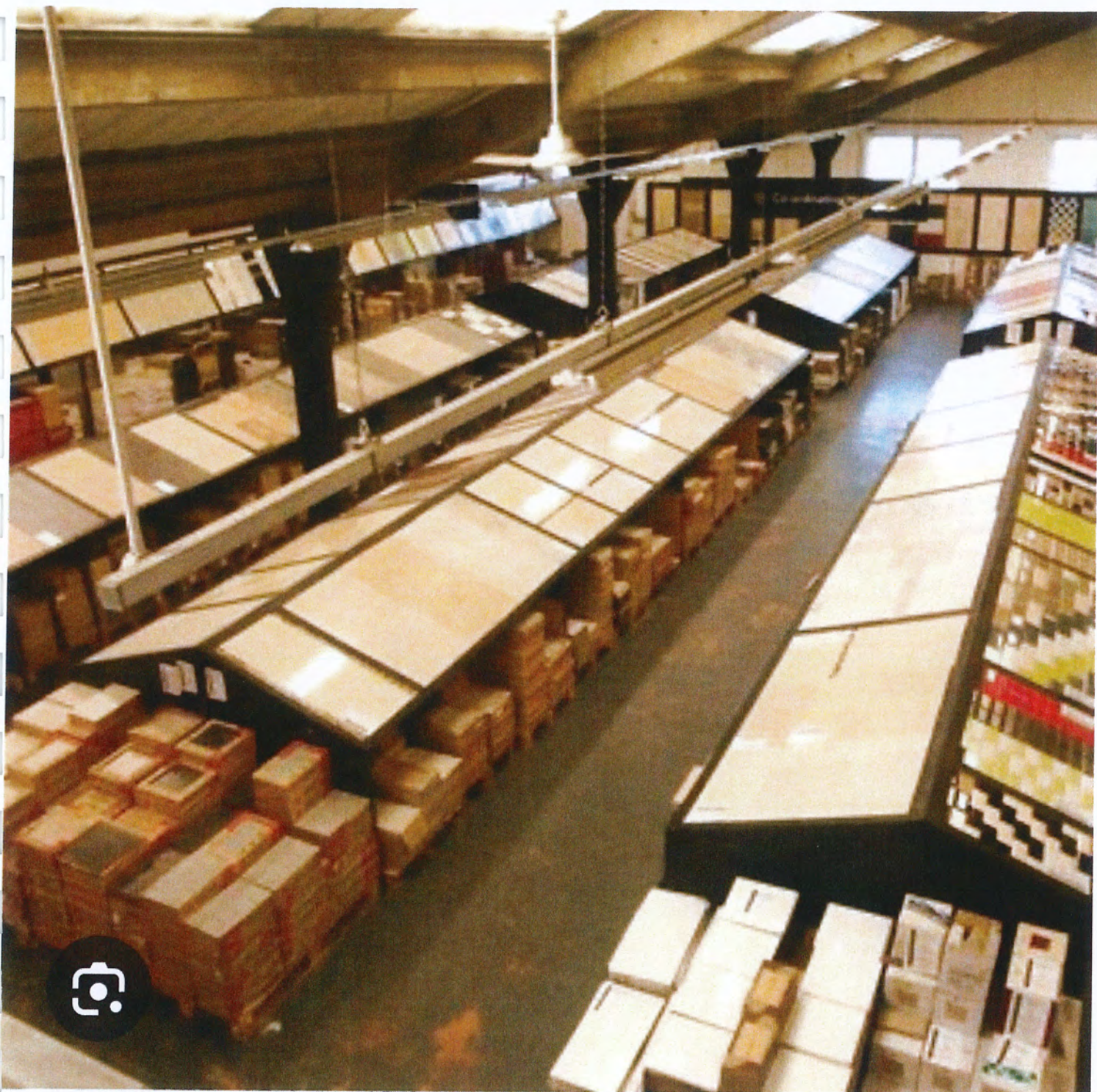
Our Showroom

Eurotiles & Bathrooms

Unit F, Brookside Avenue







EUROTILES & BATHROOMS - Updated January 2026 - Un...

[Visit >](#)

Images may be subject to copyright. [Learn more](#)



Eurotiles & Bathrooms



Rustington Showroom –
Eurotiles & Bathrooms

Visit >



EUR

*2cm outdoor porcelain
Bring your inside out*

Local Delivery | Available To Trade & Public



Presented by Aidan Dodsworth

📍 Sussex Tile Outlet

