



dated *5 May* 2017

**Breim Properties Limited Paul Elliot Fineman and Lesley Reena Fineman  
and  
Storeforce Ltd**

### **Counterpart Lease**

of first floor office 170 North Street Brighton BN1 1EA

We hereby certify this to be a true copy of the original

Dated this *8* day of *May* 2017

*Trowers & Hamblins LLP*  
Trowers & Hamblins LLP

Trowers & Hamblins LLP  
55 Princess Street  
Manchester  
M2 4EW  
t +44 (0)161 838 2000  
f +44 (0)161 838 2001  
www.trowers.com

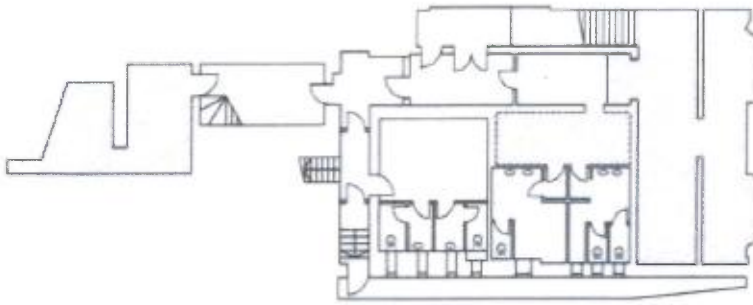
**trowers & hamblins**

**HM Land Registry  
Prescribed clauses**

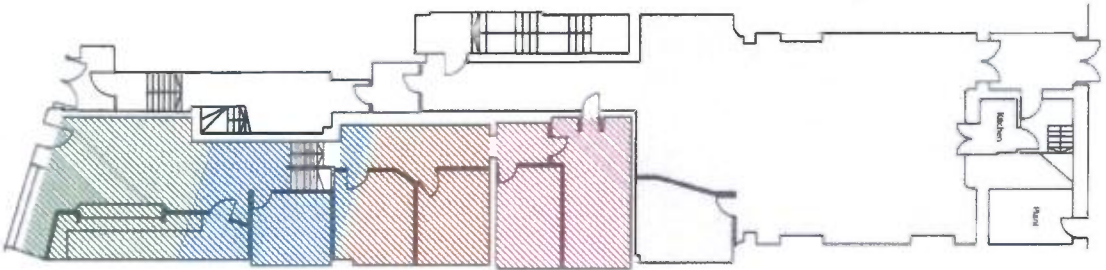
<b>LR1</b>	<b>Date of Lease</b> <i>5 May 2017</i>
<b>LR2</b>	<b>Title number(s)</b>
<b>LR2.1</b>	<b>Landlord's title number(s)</b>  SX84693
<b>LR2.2</b>	<b>Other title numbers</b>
<b>LR3</b>	<b>Parties to this lease</b>  <b>Landlord:</b> <b>Breim Properties Limited</b> (Co. Regn. No. 10053865) whose registered office is at 35 Ballards Lane, London N3 1XW <b>Paul Elliot Fineman and Lesley Reena Fineman</b> both of 27 Nicholas Way, Northwood HA6 2TR.  <b>Tenant:</b> <b>Storeforce Ltd</b> (Co. Regn No. 07350900) whose registered office is at 4th Floor International House, Queens Road, Brighton, England, BN1 3XE  <b>Other parties:</b>
<b>LR4</b>	<b>Property</b> Those parts of the first floor of the Building (defined in clause 1.1) shown edged red on Plan 1 (defined in clause 1.1) including:  i        any floorboards, floor screed or other floor covering or finish but not the floor slabs and joists; ii       any false ceilings, plaster finishes and the interior faces of any ceiling structure but not the ceiling slabs; iii      the interior plaster finishes of the exterior walls or columns; iv      the interior plaster finishes of any structural walls or columns within the boundary of the Property; v        any non-structural or non-load-bearing walls and columns entirely within the boundary of the Property and the inner half (severed medially) of any such walls or columns that divide the Property from other parts of the Building; vi       any skirting boards attached to walls or columns entirely within the Property; vii     all windows (including window frames and furniture) and all doors (including door frames and furniture) within the interior of the Property or that give access to it from the Common Parts; viii    all landlord's fixtures and fittings and any Plant within the Property, but only to the extent that they serve or are designed to serve the Property exclusively;

# PLAN 1

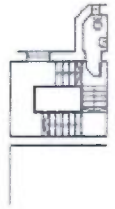
**BASEMENT PLAN**  
SCALE 1:200



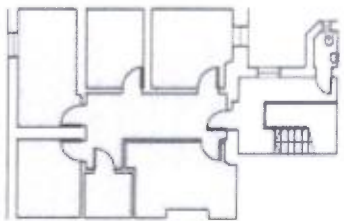
**GROUND FLOOR PLAN**  
SCALE 1:200



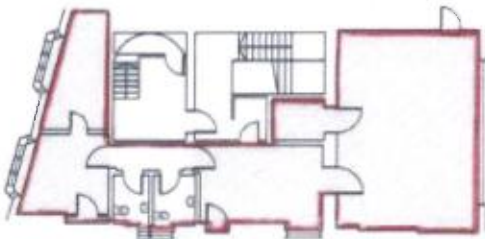
**HALF FLOOR PLAN (REAR)**  
SCALE 1:200



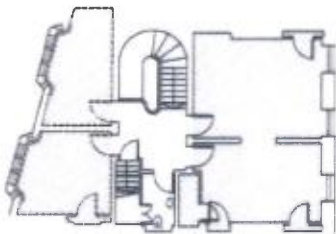
**FIRST FLOOR PLAN (REAR)**  
SCALE 1:200



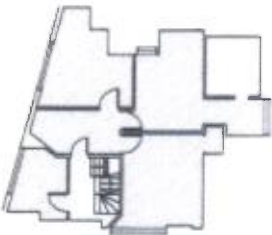
**FIRST FLOOR PLAN**  
SCALE 1:200



**SECOND FLOOR PLAN**  
SCALE 1:200



**THIRD FLOOR PLAN**  
SCALE 1:200



Scale in Metres for 1:200



ADDRESS :  
170 NORTH ST.  
BRIGHTON,  
BN1 1EA

TITLE :  
LEASE PLAN

SCALE :  
1:200 @ A3

DATE :  
MAR 2016  
DWG NO.:  
1155

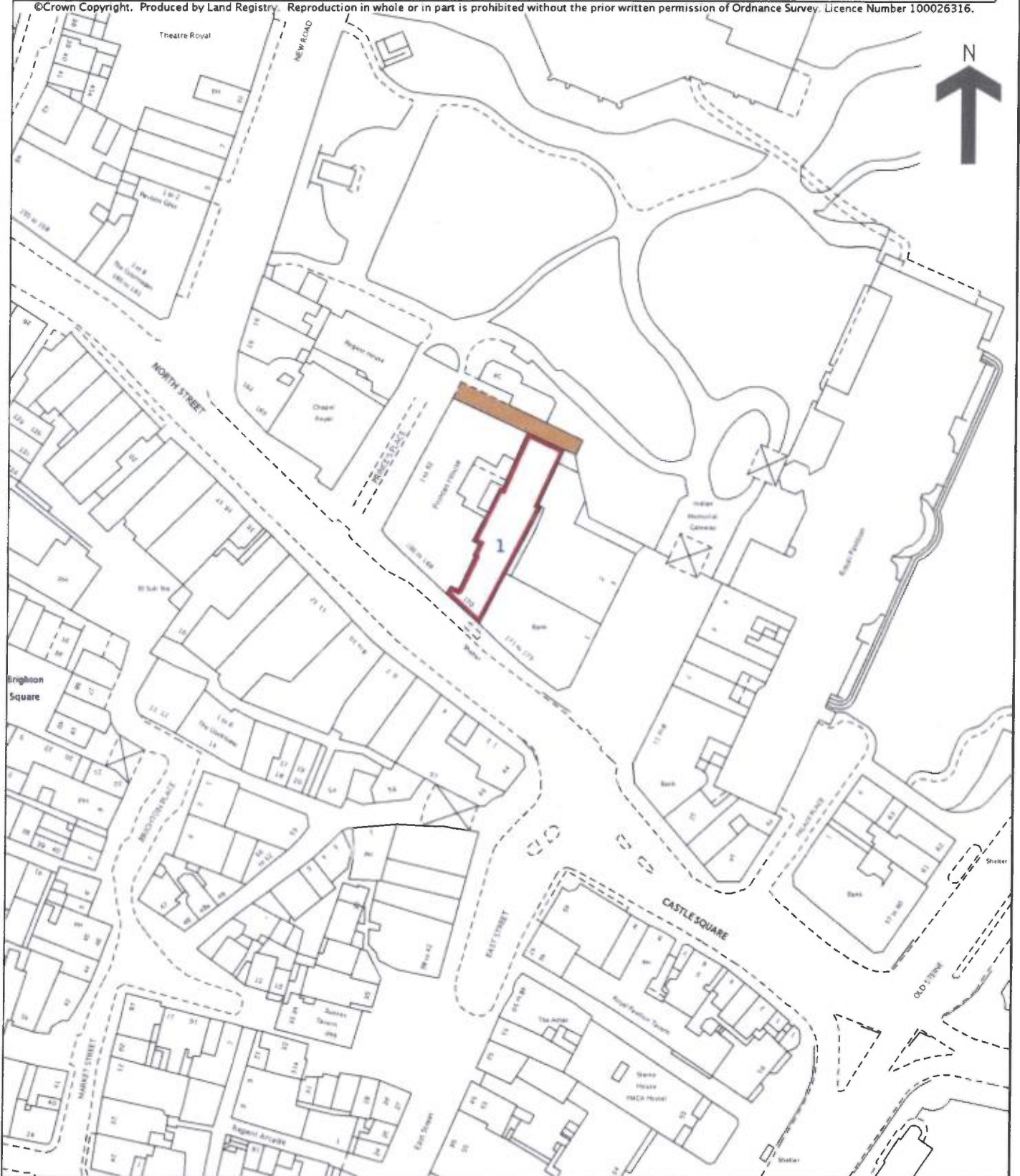
*Chris Woble*  
CHRIS WOBLE  
4/5/2017

Land Registry  
Official copy of  
title plan

Title number **SX84693** *PLAN 2*  
Ordnance Survey map reference **TQ3104SW**  
Scale **1:1250**  
Administrative area **Brighton and Hove**



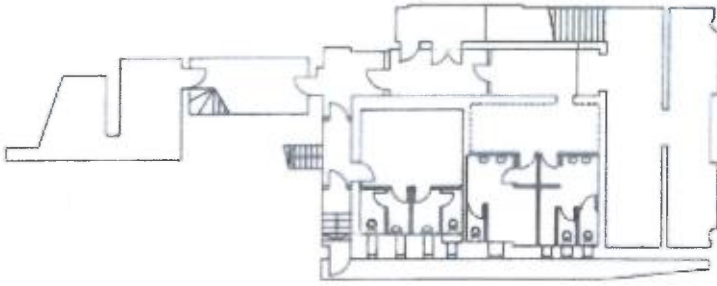
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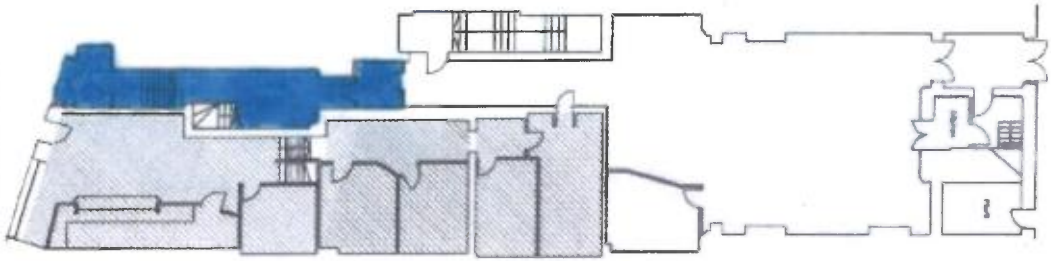
*Handwritten signature and date:*  
CHARLES NOBLE  
4/4/2017

# PLAN 3

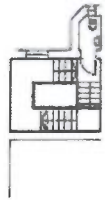
**BASEMENT PLAN**  
SCALE 1:200



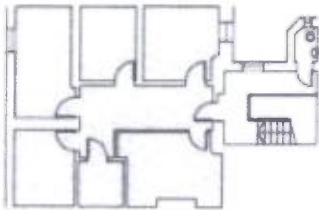
**GROUND FLOOR PLAN**  
SCALE 1:200



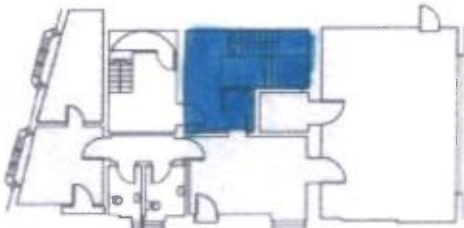
**HALF FLOOR PLAN (REAR)**  
SCALE 1:200



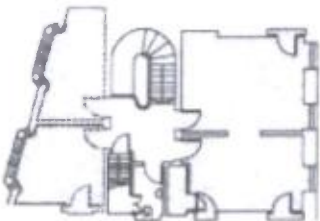
**FIRST FLOOR PLAN (REAR)**  
SCALE 1:200



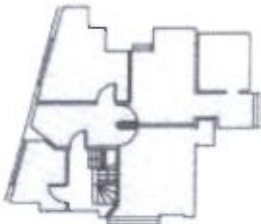
**FIRST FLOOR PLAN**  
SCALE 1:200



**SECOND FLOOR PLAN**  
SCALE 1:200



**THIRD FLOOR PLAN**  
SCALE 1:200



Scale in Metres for 1:200  
0 1 2 3 4 5

10 15

20

ADDRESS :  
170 NORTH ST.  
BRIGHTON,  
BN1 1EA

TITLE :  
LEASE PLAN

SCALE :  
1:200 @ A3

DATE :  
MAR 2016  
DWG NO :  
1195

*Chris Worble*  
CHRIS WORBLE  
4/5/2017

	<p>ix any Conduits (defined in clause 1.1) that lie within the Property and that serve the Property exclusively; and</p> <p>x any additions and improvements to the Property made at any time;</p> <p>but not:</p> <p>xi the windows in the exterior walls and their frames, fittings and furniture;</p> <p>xii the whole of the interior structural walls and columns located within the boundary of the Property other than those parts that have been expressly included in this definition of the Property;</p> <p>xiii any Plant within the Property that does not exclusively serve the same;</p> <p>xiv the roof areas to the Building;</p> <p>xv the air space immediately above the Building;</p> <p>xvi the sub-soil beneath the Building; and</p> <p>xvii any Conduits that do not serve the Property exclusively.</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>
<b>LR5.1</b>	<b>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.</b>
	None
<b>LR5.2</b>	<b>This lease is made under, or by reference to, provisions of:</b>
<b>LR6</b>	<b>Term for which the Property is leased</b>
	<p>The term is as follows:</p> <p>5 years commencing on and including the <i>5 May</i> 2017 and includes not only the term of years granted by this Lease but also any period of holding over or of any extension of that term whether by statute or at common law or for any other reason</p>
<b>LR7</b>	<b>Premium</b>
	None
<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>
	This lease contains a provision that prohibits or restricts dispositions.
<b>LR9</b>	<b>Rights of acquisition etc.</b>
<b>LR9.1</b>	<b>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</b>
	None
<b>LR9.2</b>	<b>Tenant's covenant to (or offer to) surrender this lease</b>
	None.

<b>LR9.3</b>	<b>Landlord's contractual rights to acquire this lease</b>  None
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>  None
<b>LR11</b>	<b>Easements</b>  <b>Easements granted by this lease for the benefit of the Property</b>
<b>LR11.1</b>	See Schedule 1
<b>LR11.2</b>	<b>Easements granted or reserved by this lease over the Property for the benefit of other Property</b>  See Schedule 2.
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>  None
<b>LR13</b>	<b>Application for standard form of restriction</b>  None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this Lease the following words and expressions have the meaning specified unless expressly stated to the contrary:

**Asbestos Regulations** mean the Control of Asbestos Regulations 2012 (SI 2012/632) and any other regulations from time to time concerning the control of and exposure to asbestos under the Health and Safety at Work etc Act 1974;

**Base Rate** means the base lending rate for the time being of The Royal Bank of Scotland plc or such other member of Chaps Clearing Company Limited nominated from time to time by the Landlord or if the base lending rate is abolished such other rate as the Landlord will from time to time reasonably determine;

**Basic Rent** means:

a) for the period of the date of this lease until *4 May* 2018 the annual rent of £12,813.75;

b) for the period from *5 May* 2018 the annual rent of £17,085; and

c) any interim rent determined as payable in accordance with the Landlord and Tenant Act 1954;

**Building** means 170 North Street Brighton BN1 1EA shown edged in red on Plan 2;

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

**CIL** means the Community Infrastructure Levy under the **CIL Regulations**;

**CIL Regulations** mean any regulations regarding the Community Infrastructure Levy under the Planning Act 2008;

**CRC Order** means any regulations regarding carbon reduction and energy efficiency under any of the Gas Act 1986, the Electricity Act 1989 and the Utilities Act 2000;

**CRC Scheme** means a carbon reduction and emissions trading scheme established under the CRC Order;

**CRC Participant** means an undertaking that is from time to time registered as a participant for the CRC Scheme;

**Common Parts** mean the areas and amenities made available from time to time by the Landlord for use in common by the tenants and occupiers of the Building and all persons expressly authorised by them, including (but not limited to) any entrance halls; landings; lifts; staircases; forecourts; passages and areas designated for the keeping and storage of



refuse;

**Conduits** mean all or any of the sewers, drains, channels, gutters, gullies, mains, ducts, pipes, wires, optical fibres, cables, conduits, watercourses and any conducting media and ancillary apparatus now laid or during the Term laid, over or under the Property or serving them now or during the Term;

**Energy Efficiency Regulations** mean the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (SI 962);

**Environment** means all or any of air, water and land including any within buildings and any other natural or man-made structures above or below ground;

**Environmental Law** means all rules of common law, principles of equity and rules of any court or other tribunal of competent jurisdiction, all statutes, standards or codes that have the force of law, all notices, directions, impositions or requirements of any competent authority relating to the protection of human health and safety, the protection of Property and proprietary rights or the protection of the Environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances;

**Environmental Management Plan** means a plan produced by or on behalf of the Landlord to reduce the energy and water consumption at and/or improve the levels of waste management and recycling from the Building ,whether pursuant to a CRC Scheme or otherwise;

**EPC** means an Energy Performance Certificate pursuant to the Energy Performance of Buildings (Certificates and Inspections) (England And Wales) Regulations 2007 (SI 2007/991) as amended by the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2011 (SI 2011/2452) and the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) (**the EPC Regulations**);

**Fire Safety Order** means the Regulatory Reform (Fire Safety) Order 2005 (SI 2005/1541);

**Hazardous Substance** means waste (as defined in the Environmental Protection Act 1990) and any substance whatsoever in any form (whether alone or in combination with any other substance) which is capable of causing harm to man or to any living organism supported by the Environment or of damaging the Environment or public health or welfare or the presence of which would be a breach of any Environmental Law;

**Lawful Occupier** means any persons in the Property expressly or impliedly with the Tenant's authority, including any tenants of any sub-leases granted otherwise than in breach of this Lease and their respective workmen, agents, employees and visitors;

**Losses** mean all liabilities incurred by the Landlord, all damage and loss suffered by the Landlord, all damages, compensation and penalties awarded against the Landlord, all claims, demands, actions and proceedings made or brought against the Landlord, all fees, costs and expenses incurred by the Landlord;

**Neighbouring Property** means any land (whether belonging to the Landlord or not) adjoining or near to the Property;

**Plan** means a plan attached to this Lease and **Plan 1**, **Plan 2** and **Plan 3** are to be construed accordingly;

**Planning Acts** include (without limitation) the Town and Country Planning Act 1990; the Planning (Listed Buildings and Conservation Areas) Act 1990; the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990; the Planning and Compensation Act 1991; the Planning and Compulsory Purchase Act 2004; the Planning Act 2008; the Localism Act 2011 and the Growth and Infrastructure Act 2013 and any similar legislation;

**Plant** includes (without limitation) fire detection and control, security systems, pollution monitoring and control, energy monitoring and control, lifts, lift machinery, hoists, boilers and other space and water heating machinery and equipment, air conditioning plant, ventilation and air cooling systems, connecting piping, radiators, hot or cold water storage vessels, calorifiers, steam or air pressure vessels, oil firing equipment, motor valves and pumps, and lighting, machinery and equipment within the Building (other than Tenant's fixtures and fittings within the Property);

**President** means the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf;

**Property** means the Property described in prescribed clause LR4;

**Relevant Former Tenant** means any former tenant under this Lease who was not released on earlier assignment of this Lease under Section 11 of the Landlord and Tenant (Covenant) Act 1995;

**Retained Parts** mean all parts of the Building other than the Units and the Common Parts;

**Quarter Days** mean 25 March, 24 June, 29 September and 25 December in each year (or if such days are statutory or public holidays or fall on a Saturday or Sunday, the next immediately following Working Day);

**Sub-Standard Property** has the meaning given by Regulation 22 of the Energy Efficiency Regulations;

**Surveyor** means the surveyor for the time being of the Landlord who may be a person employed by or connected with the Landlord and who will act as an expert unless otherwise specified in this Lease or directed by the Landlord;

**Term** means the term described in prescribed clause LR6;

**Third Party Rights** mean all rights, covenants and restrictions affecting the Building including the matters referred to in the property and charges registers maintained at H M Land Registry under title number SX84693

**this Lease** means this deed and any document which is supplemental to or collateral with it or which is entered into pursuant to or in accordance with its terms;

**Unit** means a floor or part of a floor of the Building (other than the Property) that is capable of being let and occupied on terms similar to those of this Lease;

**VAT** means value added tax chargeable under the Value Added Tax Act 1994 or any

similar replacement or additional tax; and

**Working Day** means any day, which is not a Saturday, Sunday or any other statutory or public holiday and **Working Days** shall be construed accordingly.

## 1.2 Interpretation

- 1.2.1 Where there are two or more persons included in the expression **the Tenant** covenants and obligations entered into by the Tenant will be deemed to be entered into by such persons jointly and severally.
- 1.2.2 Where there are two or more persons included in the expression **the Tenant** or an event or something will be deemed to have occurred if it happens to any one of them for the purposes of this Lease.
- 1.2.3 References in this Lease to any legislation are to that legislation as extended, modified, amended, re-enacted or replaced at the date upon which its construction is relevant for the purposes of this Lease and not as originally enacted or as at the date of this Lease.
- 1.2.4 References generally to legislation include statutory instruments, regulations and other derivative legislation and any regulation or other legislation of the European Union that is directly applicable in England and Wales and include existing legislation and that which comes into effect during the Term.
- 1.2.5 Any covenant by the Tenant not to do or omit any act or thing will be taken to include a covenant not to suffer or permit the doing or omission of that act or thing.
- 1.2.6 The expression **the Landlord** means the person for the time being entitled to the reversion immediately expectant on the end of the Term howsoever determined.
- 1.2.7 The expression **the Tenant** includes the Tenant's successors in title.
- 1.2.8 Any reference to a **person** includes reference to an individual, firm, partnership, company, association, organisation or trust and in each case whether or not having a separate legal personality;
- 1.2.9 Any reference to a **company** includes any company, corporation or any other body corporate wherever incorporated;
- 1.2.10 The headings above the clauses and the contents pages of this Lease are for reference only and do not affect its construction.
- 1.2.11 Any reference to a clause or schedule without further designation will be a reference to a clause or schedule of this Lease.
- 1.2.12 Any reference to a prescribed clause without further designation is to the relevant prescribed clause LR1 to LR14 (inclusive) appearing immediately after the contents table in this Lease.

- 1.2.13 Any consent required by the Tenant from the Landlord under this Lease is to be by deed to be valid.
- 1.2.14 Where the Tenant is required to obtain the Landlord's consent before doing something it will be deemed to need also the written consent of any mortgagee of the Landlord's interest in the Property unless the Landlord says otherwise.
- 1.2.15 References to the **end of the Term** mean the date the Term ends whether by effluxion of time or earlier termination by any means.
- 1.2.16 If any provision (or part of a provision) of this Lease is held to be invalid, unenforceable or illegal, then it shall not affect the validity of the remaining provisions.
- 1.2.17 For the purposes of this Lease, two companies are members of the same group if one of them is the subsidiary of the other, or both are subsidiaries of a third company, **subsidiary** having the meaning given to it in section 1159 of the Companies Act 2006 and **Group Company** and **Group Companies** will be construed accordingly.

## 2 Demise and rents

- 2.1 In consideration of the rents payable under this Lease and of the covenants on the part of the Tenant and of the conditions contained in this Lease the Landlord:
- 2.1.1 lets the Property to the Tenant for the Term;
- 2.1.2 grants to the Tenant the rights set out in the schedule 1; and
- 2.1.3 excepts and reserves the matters set out in the schedule 2.
- 2.2 This Lease is granted subject to the Third Party Rights.
- 2.3 The Landlord reserves as rent and the Tenant will pay during the Term:
- 2.3.1 the Basic Rent by equal quarterly payments in advance on the Quarter Days (and in proportion for any period less than a year) with the first payment on the date of this lease in respect of the period from the date of this lease until the next Quarter Day after the date of this lease;
- 2.3.2 as further and additional rent:
- (a) the sums specified in paragraph 4 of schedule 3 as payable by the Tenant;
- (b) the sums specified in schedule 6 as payable by the Tenant;
- (c) interest on any unpaid rents or other sums due under this Lease such interest to be calculated at the rate of 4% above the Base Rate from and including the day upon which the payment in question was due until the date it is actually paid;