DATED 7th June 2017

LEASE

relating to

premises at First Floor, Premium House, The Broadway, Beaconsfield Road, Farnham Common

(1) COMLAND PREMIUM HOUSE LIMITED

(2) KURT ORBAN PARTNERS LIMITED

1 London Street
Reading
RG1 4PN
DX 4001 Reading 1
t. 0118 951 6200

Field|Seymour|Parkes
Solicitors

THIS LEASE is made on 17th June 2017

BETWEEN:-

(1) **COMLAND PREMIUM HOUSE LIMITED** (company registration number 04586390) whose registered office is at Lunar House Mercury Park Wooburn Green High Wycombe Buckinghamshire HP10 0HH ("the Landlord"); and

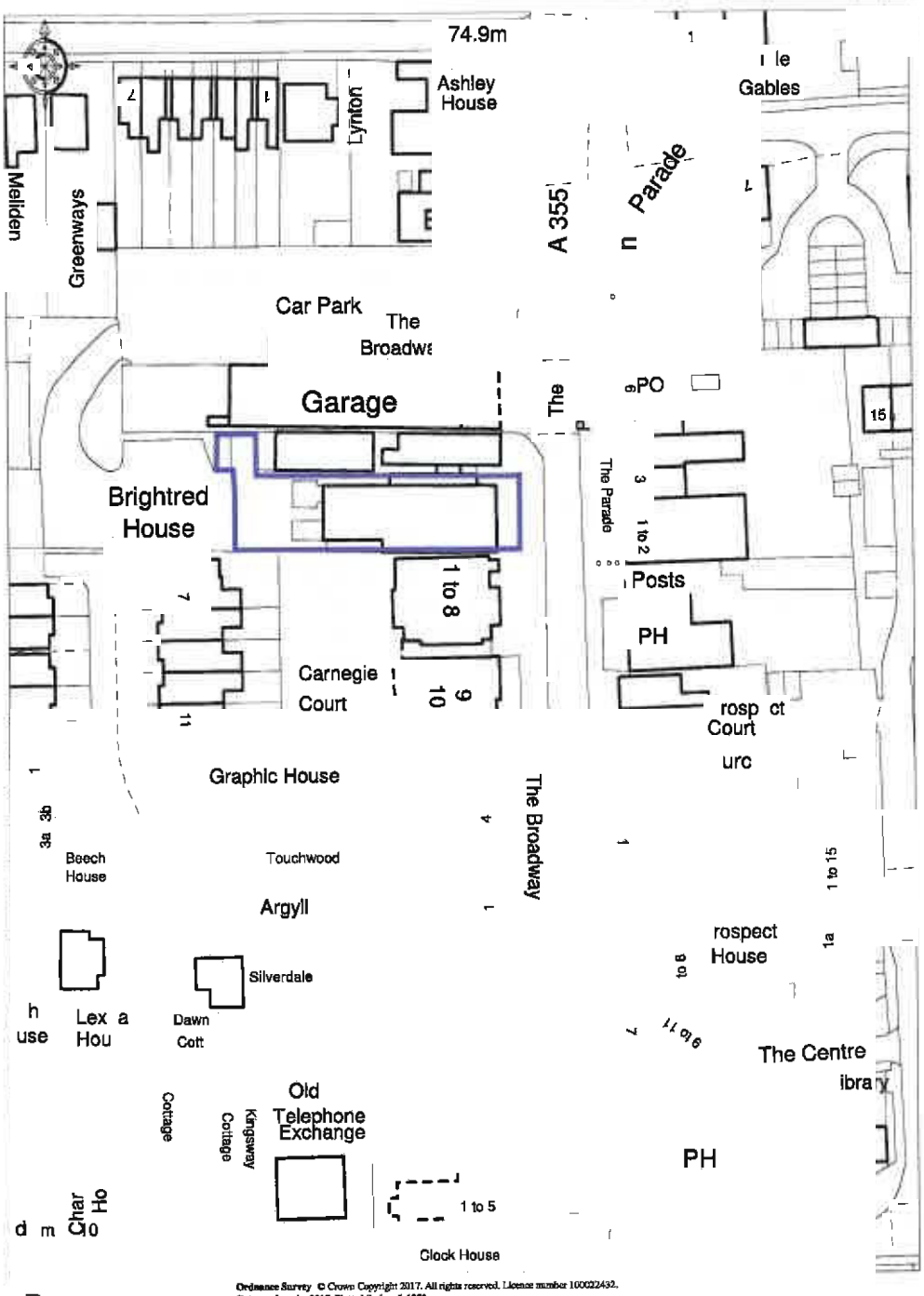
(2) **KURT ORBAN PARTNERS LIMITED** (company registration number 08475033) whose registered office is at Twin Pines, Devenish Road, Ascot, Berkshire, England, SL5 9PH ("the Tenant")

1. **Definitions and Inter retation**

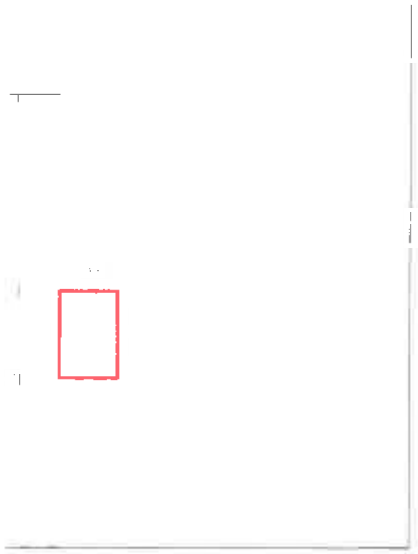
1.1 In this lease the following expressions shall save where the context otherwise requires have the following meanings:-

"Balcony"	means the part of the Premises shaded red on Plan 2
"Building"	means the building and external areas known as Premium House The Broadway Farnham Common of which the Premises form part edged blue on Plan 1 for identification purposes only.
"Common Parts"	means those parts of the Building not specifically demised or intended to be demised to a tenant from time to time provided for the common use of the tenant and/or one or more occupiers of the Building and their visitors including forecourts, passageways, boundary features, landscaping, parking areas, loading bays, refuse collection and disposal areas
"Conduit"	means any conducting medium or thing by means of which any facility service or matter may pass or be transmitted
"End Date"	means expiry of fifth year of the Term
"Insurance Rent"	means the sums payable pursuant to clause 5.3 of this Lease
"Insured Risks"	means fire, explosion, 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, subsidence, heave terrorism and any other risks the Landlord (acting reasonably) shall deem necessary to insure against subject to such insurance being reasonably available at commercial rates in the London insurance market and such terms and exclusions required by the insurer, together with 3 years loss of Rent
"Permitted Use"	means use as offices

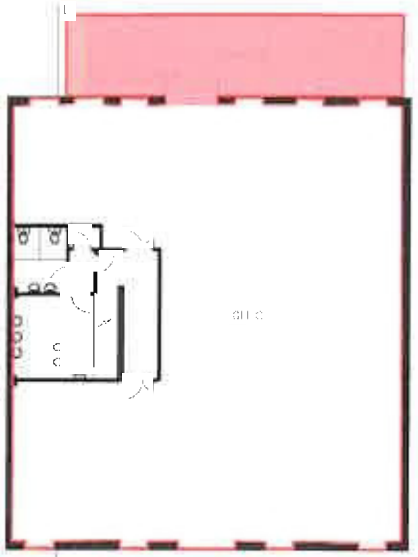
"Plan 1"	means the plan annexed to this Lease marked "Plan 1"
"Plan 2"	means the plan annexed to this Lease marked "Plan 2"
"Premises"	means the premises known as the first floor situate within the Building more particularly described in Schedule 1 and shown for the purpose of identification only edged red on Plan 2
"Rent"	means £43,142 per annum
"Rent Start Date"	means the date 3 months after the Term Commencement Date
"Services"	means the services to be provided by the Landlord in accordance with clause 6.4
"Service Charge"	A fair and reasonable proportion of the Service Costs payable by the Tenant in accordance with the Second Schedule
"Service Charge Year"	The annual accounting period relating to the Service Charge beginning on 1 January and ending on 31 December in every year during the Term or such other accounting period as the Landlord shall decide in its absolute discretion.
"Service Costs"	The costs incurred by the Landlord in complying with its obligations in clause 6.4 in respect of the Services together with all rates, taxes, impositions and outgoings payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building) and the total of the reasonable and proper costs, fees and disbursements for the management of the Building. For the avoidance of doubt, if any service cost relates to a Service which benefits only one occupier, that service cost shall be allocated in full to that occupier and the service costs shall not include any costs relating to or arising from the enforcement by the landlord of covenants to pay rent and other monies payable under that occupier's lease of part of the Building;
"Term"	means five (5) years from and including the Term Commencement Date
"Term Commencement Date"	means 7th June 2017 ~~*[the Lease Completion Date in accordance with Agreement for Lease]*~~


74.9m
Ashley House
Lynton
Greenways
Melliden
A 355
Parade
Gables
Car Park
The Broadwe
Garage
PO
Brightred House
The Parade
1 to 2
Posts
PH
1 to 8
Carnegie Court
Graphic House
The Broadway
Touchwood
Beech House
Argyll
Silverdale
Dawn Cott
Old Telephone Exchange
Kingsway Cottage
Cottage
1 to 5
Clock House
rospect House
The Centre
PH
1 to 15
Ordnance Survey © Crown Copyright 2017. All rights reserved. Licence number 100022432.
Getmapping plc 2017. Plotted Scale - 1:1250
Promap
LANDMARK INFORMATION GROUP

[redacted]



GROUND FLOOR



FLAT ROOF

FIRST FLOOR

revisions

project

PREMIUM HOUSE FARNHAM COMMON

client

COMLAND (PREMIUM HOUSE) LTD

title

INDICATIVE FLOOR LAYOUT

scale NOT TO SCALE dig no rev
date APR 14 **C109/11-10**
drawn by CW

Peter North & Partners
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3 Stoneway Business Centre, Chartridge Lane,
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[redacted]

"Uninsured Risks" Means any risk which is either listed in the definition of Insured Risks but which has not been insured by the Landlord because insurance is not reasonably available at commercial rates in the London insurance market but shall not include any risk which is either uninsured or not fully insured due to the application of an exclusion, limitation, condition or excess imposed by the insurer of the Building or arising from any act or default of the Tenant.

"VAT" means Value Added Tax or any other tax of a similar nature

1.2 The clause headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

1.3 Any reference in this Lease to a clause or sub-clause without further designation is to be construed as a reference to the clause or sub-clause of this Lease so numbered

1.4 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa

1.5 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

1.6 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

1.7 Any obligation to pay money refers to a sum exclusive of VAT and any VAT charged on it is payable in addition by way of additional rent

1.8 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.

2. **Letting**

The Landlord DEMISES to the Tenant with full title guarantee the Premises **TOGETHER** with (in common with the Landlord those authorised by it and other with similar rights) the easements and rights specified in clause 3.1 **EXCEPTING AND RESERVING** to the Landlord and those authorised by it the rights and easements specified in clause 3.2 **TO HOLD** the Premises to the Tenant from and including the Term Commencement Date for the Term **SUBJECT** to all rights easements privileges restrictions and stipulations affecting the Premises (save for financial charges) and referred to in the property and charges registers of title numbers BM646657 and BM323280 as at 21st April 2017 at 11:29:47 and 11:48:21 respectively **YIELDING AND PAYING** therefor during the Term unto the Landlord

2.1 the Rent

2.2 the Insurance Rent payable in accordance with clause 5.3

2.3 Interest

2.4 the Service Charge payable in accordance with clause 5.2

and all other sums whatsoever as shall be payable by the Tenant to the Landlord under the provisions of this lease which are all hereby reserved as rent

3. **Rights**

3.1 The Landlord grants to the Tenant the right (in common with the Landlord and all others authorised by the Landlord) to:

3.1.1 use the Common Parts for the purposes of access to and egress from the Premises and to the free passage and running of services through any Conduit in the Building that is not within and exclusively serving any other part of the Building and the right to connect to such Conduits subject to the Tenant making good all damage caused in the exercise of this right of connection.

3.1.2 park up to six motor vehicles in the part of the Building comprising the car park in such locations as the Landlord from time to time determines (acting reasonably)

3.1.3 support and protection from the remainder of the Building

3.1.4 place a refuse bin of a reasonable size on the Common Parts in an area to be designated by the Landlord from time to time.

3.2 The Landlord reserves for itself and any adjoining or neighbouring premises and all persons authorised by the Landlord:

3.2.1 the right to use all Conduits in the Premises and all rights of light air support and other easements enjoyed over the Premises

3.2.2 Such rights as are necessary to comply with the Landlord's obligations under this Lease and for any purposes mentioned in this Lease

4. **Rent**

The Tenant shall pay to the Landlord the Rent without any deductions or set off quarterly in advance on the usual quarter days in every year the first of such payments to be made on the Rent Start Date in respect of the period from and including the Rent Start Date to and including the day before the quarter day after the Rent Start Date

5. **Tenant's Covenants**

The Tenant covenants with the Landlord as follows:

5.1 **Rent**

To pay the Rent in accordance with Clause 4 without deduction or set-off.

5.2 **Service Charge**

To pay to the Service Charge

5.3 **Insurance**

5.3.1 To pay to the Landlord within 14 days of written demand a sum representing a fair and reasonable proportion of the costs incurred by the Landlord in insuring the Building against the Insured Risks and a fair and reasonable proportion of any amount that is deducted or disallowed by the insurers pursuant to any reasonable excess provision in the insurance policy.

5.3.2 The Tenant covenants to comply at all times with the requirements and reasonable recommendations of the insurers informed to the Tenant in writing

5.4 **Interest**

If the Rent Service Charge Insurance Rent and VAT are not paid on the due date to pay interest at the rate of 4 per cent per annum above the base rate from time to time of Barclays Bank PLC on the amount unpaid from the due date until the date of payment

5.5 **Repair**

5.5.1 To keep the Premises in good repair and condition (damage by any of the Insured Risks to the extent to which payment of insurance monies is withheld as a result of the Tenant's act or default).

5.5.2 To decorate the Premises as often as is reasonably necessary and also in the last three months before the end of the Term. All decoration carried out in the last three months of the Term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (such approval not to be unreasonably withheld or delayed).

5.5.3 To replace the carpet at the Premises at the end of the Term with new carpet of good quality in a specification and colours approved by the Landlord (acting reasonably).

5.6 **Outgoings**

To pay all business rates, taxes, assessments, impositions, duties, charges VAT (or tax of a similar nature) and outgoings now or at any time during the Term payable by the occupier of the Premises and to pay all charges for water electricity gas telephone and other services to the Premises and in respect of any such items that are not directly charged or separately metered to the Premises to pay by way of reimbursement to the Landlord a fair and reasonable proportion (according to use) of such items

5.7 **Prohibitions**

5.7.1 Not to make any alteration or addition to the Premises except that the Tenant may make internal non-structural alterations with the

Landlord's previous written consent (such consent not to be unreasonably withheld or delayed)

5.7.2 Not to use the Premises or any part of the Premises otherwise than for the Permitted Use;

5.7.3 Not to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers;

5.7.4 Not to underlet charge part with the possession or occupation of or otherwise dispose of the Premises or any part of the Premises save by way of an assignment of the whole pursuant to clause 5.7.6 or an underletting of the whole pursuant to clause 5.7.7; Provided always that the Tenant may share occupation of the Premises with any company or companies which is or are and for so long as it or they shall remain a member of the same group as the Tenant (within the meaning of Section 42 of the Landlord & Tenant Act 1954) and provided that no relationship of landlord and tenant is established by that arrangement;

5.7.5 Not to assign any part of the Premises;

5.7.6 (a) Not to assign the whole of the Premises without obtaining the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and on any assignment to procure that the assignee enters into a covenant with the Landlord to pay the Rent reserved by and perform and observe the covenants on the part of the Tenant contained in this lease and that before assigning this lease and before giving occupation to the assignee the Tenant shall covenant by way of guarantee with the Landlord in the terms of an authorised guarantee agreement in such form as the Landlord shall reasonably require consistent with Section 16 of the Landlord and Tenant (Covenants) Act 1995

(b) Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment on any circumstance where it is reasonable to do so

5.7.7 Not to underlet the whole of the Premises

(a) without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)

(b) unless the proposed undertenant has first entered into a direct covenant with the Landlord (in such form as the Landlord may reasonably require) that during the term of the underlease the undertenant will observe and perform all the provisions to be observed and performed by the undertenant

(c) unless it is at an open market rent without fine or premium in a form substantially the same as this Lease (except

further subletting shall be prohibited) and on terms acceptable to the Landlord (acting reasonably)

(d) is excluded from the operation of the security of tenure provisions contained in sections 24-28 of the Landlord and Tenant Act 1954 and the Tenant obtains and produces to the Landlord before the grant of the underlease satisfactory evidence of service of notice on the sub-tenant pursuant to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and a supporting declaration made by or on behalf of the sub-tenant

5.7.8 To enforce and not to waive or vary the provisions of an underlease

5.7.9 Not to cause any obstruction in or on the Common Parts

5.7.10 Not to make any application for planning permission in respect of the Premises or any part thereof

5.7.11 Not to display any signs or notices at the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed in respect of a sign showing the name and business of the Tenant in a position approved by the Landlord (acting reasonably))

5.8 **Statutory Obligations and Landlord's Regulations**

5.8.1 The Tenant shall comply with all laws relating to:

5.8.1.1 the Premises and the occupation and use of the Premises by the Tenant;

5.8.1.2 the use or operation of all Conduits and machinery and equipment at or serving the Premises, whether or not used or operated and shall, where necessary, replace or convert such Conduits within or exclusively serving the Premises so that it is capable of lawful use or operation;

5.8.1.3 any works carried out at the Premises; and

5.8.1.4 all materials kept at or disposed from the Premises.

5.8.2 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 Premises whether by the owner or the occupier including those that enable the Premises to be lawfully let or underlet.

5.8.3 Within five (5) working days after receipt of any notice or other communication affecting the Premises (and whether or not served pursuant to any law) the Tenant shall:

5.8.3.1 send a copy of the relevant document to the Landlord; and

5.8.3.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

5.8.4 As soon as reasonably practicable after becoming aware of any defect in the Premises the Tenant 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 Premises by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

5.8.5 The Tenant shall keep the Premises 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 Premises or reasonably recommended by them as informed to the Tenant in writing or reasonably required by the Landlord and notified to the Tenant in writing and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

5.8.6 To observe such reasonable rules and regulations as the Landlord may make and of which the Landlord shall notify the Tenant in writing from time to time governing the Tenant's use of the Common Parts

5.9 **Tenant's Obligations in respect of costs**

The Tenant covenants with the Landlord to pay to the Landlord all proper costs charges and expenses (including professional advisers costs and fees and VAT thereon) incurred by the Landlord;

5.9.1 In any proceedings under Section 146 or 147 of the Law of Property Act 1925 including the preparation and service of notice thereunder (notwithstanding forfeiture is avoided otherwise than by relief granted by the Court).

5.9.2 In preparation and service of a schedule of dilapidations at any time during the Term relating to wants of repair arising during the Term for which the Tenant is liable under this lease.

5.9.3 In connection with any breach of covenant by or the recovery of arrears of rent due from the Tenant hereunder.

and those reasonable and proper costs fees charges and expenses properly incurred by the Landlord;

5.9.4 In respect of any application for consent required by this lease whether or not such consent is granted unless a court determines the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it.

5.10 **Entry by the Landlord**

5.10.1 To allow the Landlord and all persons authorised by the Landlord to enter the Premises at any time for the purpose of:

5.10.1.1 ascertaining whether the terms of this lease have been complied with;

5.10.1.2 inspecting the Premises;

5.10.1.3 carrying out works of repair or decoration to the Building other than the Premises

5.10.1.4 For any purpose reasonably connected with the interest of the Landlord in the Premises including (without prejudice to the generality of the foregoing) for the purpose of valuing or disposing of any interest of the Landlord or any superior landlord or doing anything which may be necessary to prevent a forfeiture of any superior lease for the time being affecting the Premises

5.10.1.5 To affix a sign or signs indicating that the freehold of the Premises or the reversion expectant on this Lease is to be sold and in the last six months of the Term to affix a sign or signs indicating that the Premises are to let in each case in such a position which does not interfere with the Tenant's use and enjoyment of the Premises

5.10.1.6 To examine their condition and to take schedules of repairs and the like and inventories of landlord's fixtures and fittings plant and machinery

5.10.2 If as a result of any inspection or otherwise the Landlord becomes aware of any breaches of covenant by the Tenant hereunder the Landlord may give notice in writing thereof to the Tenant the Tenant shall commence and diligently proceed to remedy such breach of covenant in accordance with such notice and the covenants contained in this Lease to the reasonable satisfaction of the Landlord **AND** if the Tenant shall fail within twenty-one days of such notice or immediately in case of emergency to commence and diligently and expeditiously to continue to comply with such notice then (without prejudice to the right of re-entry and forfeiture hereinafter contained) the Landlord may enter upon the Premises pursuant to Clause 5.10.1 hereof and carry out or cause to be carried out all or any of the works referred to in such notice or remedy the default of the Tenant and all necessary and proper costs of all such works and all expenses incurred in remedying such defaults in each case shall be paid by the Tenant to the Landlord within twenty-eight days of written demand

5.11 **Yielding Up**

At the end of the Term:

5.11.1 to remove all tenant's fixtures and fittings, furniture and effects making good any damage to the Premises so caused; and

5.11.2 reinstate any alterations including removing those permitted pursuant to clause 5.7.1 and to remove to remove the internal partitioning and kitchen units (together with consequential electrical and services alterations) so that the Premises are returned to the Landlord in ready for occupation and use in the open plan configuration illustrated on Plan 2 making good all damage caused; and

5.11.3 yield up the Premises in a state and condition consistent with due compliance by the Tenant with its obligations under this Lease

6. **Landlord's Obli ations**

The Landlord agrees with the Tenant:

6.1 that the Tenant may peaceably and quietly hold and enjoy the Premises without any interruption by the Landlord or any person claiming under the Landlord ;

6.2 to insure the Building for the Insured Risks in such sur as the Landlord shall from time to time reasonably deem necessary to cove the full reinstatement cost (taking inflation of building costs into accou nt);

6.3 that the Landlord shall, subject to obtaining all necessary planning and other consents (which it shall use reasonable endeavours to obtain), use all insurance money received (other than for loss of rent) in connection with any damage to the Building to repair the damage for whic n the money has been received or (as the case may be) in rebuilding the Buil ng and shall make up any shortfall from its own monies. The Landlord shal not be obliged to (a) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Premises and the Building and their access, services and amenities is provided or (b) repair or rebuild if the Tenant has failed to pay the Insurance Rent then due.

6.4 to use reasonable endeavours to:
(a) maintain the Common Parts in good repair and decoration:
(b) keep the structure of the Building in repair;
(c) keep the Common Parts adequately clean and lit;
(d) maintain and repair the Conduits which are used in common by the occupiers of the Building;
(e) decorate the exterior of the Building as often as reasonably necessary;
(f) provide such other services as the Landlord considers reasonably necessary or desirable in the interests of good estate management;
PROVIDED ALWAYS that the Landlord may vary these services (including omitting any) in accordance with the principles of good estate management.

6.5 to administer the Service Charge in accordance with the provisions of the Second Schedule.

7. **Forfeiture**

If the Tenant does not pay the Rent Insurance Rent or the Service Charge within 7 days on the date on which it is due (in the case of the Rent whether formally demanded or not) or if the Tenant does not observe or perform any of the obligations on its part to be observed or performed or if the Tenant shall become insolvent or go into liquidation or make any arrangement with its creditors the Landlord may re-enter the Premises or any part thereof in the name of the whole whereupon this Lease shall absolutely determine (but without prejudice to any right of action of either party in respect of any breach of this lease by the other party.

8. **Sus ension of Rent**

If the Building or any part of them is damaged or destroyed by any of the Insured Risks or Uninsured Risks so that the Premises or any part of them are unfit for occupation or use or inaccessible the Rent and the Service Charge or a fair proportion of the Rent and Service Charge according to the nature and extent of the damage sustained shall cease to be payable until the Premises or the access leading to it (as the case may be) shall have been rebuilt or reinstated so as to make the Premises fit for occupation and use and accessible or until the expiration of the period for which loss of Rent has been insured whichever period is the shorter **PROVIDED** that payment of the insurance money is not refused by reason of any act or default of the Tenant or anyone in the Premises expressly or by implication with the Tenant's authority or under the Tenant's control save for the Landlord its agents employees or subcontractors

9. **Reinstatement and Termination if Prevented**

9.1 In the circumstances set out in the preceding clause if on the expiry of a period of three (3) years commencing on the date of the damage or destruction the Premises and/or such part of the Building so as to render the Premises inaccessible or unfit for occupation (as the case may be) have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may at any time after that date (but only before the Premises and/or such part of the Building so as to render the Premises inaccessible or unfit for occupation (as the case may be) have been rebuilt or reinstated so as to make the Premises fit for occupation and use and accessible) serve notice on the other party and thereupon the Term shall absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other

9.2 If the Premises or such part of the Building so as to render the Premises inaccessible or unfit for occupation is damaged or destroyed by an Uninsured Risk so as to render the Premises to be unfit for occupation and use then:

9.2.1 for the purpose of the repairing clauses under this lease such destruction or damage shall be deemed to have been destruction or damage caused by an Insured Risk;

9.2.2 within six months of the destruction or damage in question the Landlord shall give written notice to the Tenant ("Election Notice") stating whether or not the Landlord proposes to rebuild or reinstate the Premises, and/or the Building;

9.2.3 if the Election Notice states that the Landlord does propose to rebuild or reinstate the Premises and/or the Building then for all the purposes of this lease the destruction or damage shall be deemed to have been caused by an Insured Risk;

9.2.4 if the Election Notice states that the Landlord does not propose to rebuild or reinstate the Premises, and/or the Building or if the Election Notice is not served within the period of six months referred to in clause 9.2 then this lease will determine with immediate effect but without prejudice to the claim of either party for any earlier breach of this lease by the other and provided always that the Landlord shall refund to the Tenant the proportion of the Rent and Service Charge

that has already been paid in advance but relating to the period after the termination of this lease (apportioned on a daily basis);

9.3 If the rebuilding or reinstatement of the Premises is delayed such that the Premises are not fit again for occupation and use following damage by an Uninsured Risk and a subsequent Election Notice by the Landlord made in accordance clause 9.2 has not been completed within three (3) years of the date of any such damage by an Uninsured Risk then either the Landlord or the Tenant shall be entitled to terminate this lease forthwith by serving written notice upon the other whereupon this Lease and everything herein contained shall be void but without prejudice to the rights and remedies of either party against the other in relation to any period before such notice.

10. **Acceptance of Rent**

The receipt of Rent by the Landlord shall not be a waiver of any breach of any of the covenants provisions or conditions herein contained and on the part of the Tenant to be observed and performed.

11. **No Warranty as to Use**

The Landlord gives no warranty express or implied that the use of the Premises or any part thereof for any specific purpose is authorised under the Town and Country Planning Act 1990 or otherwise or that the Premises or any part thereof are suitable for the purpose of the Tenant or for any other purpose.

12. **Exclusion of Security of Tenure**

12.1 The parties confirm that:

12.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before the agreement for lease dated 22nd May 2017 and made between (1) the Landlord and (2) the Tenant was entered into; KL

12.1.2 Richard Russell who was duly authorised by the Tenant to do so made statutory declaration dated 19th M 2017 in accordance with the requirements of section 38A(3)(b) of the LT 954; DL

The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

13. **Contracts Rights of Third Parties Act 1999**

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Lease and no person other than the parties to this Lease and their successors in title shall have any rights under it nor shall it be enforceable by any person other than the parties to it and their successors in title.

14. **Notices**

14.1 Any notice given by either party pursuant to the provisions of this Lease shall be in writing and shall be sufficiently served if delivered by hand or sent by pre-paid first class post or other next working day delivery service to the other

party in the case of a company at its registered office or in the case of an individual at his or her last known address

14.2 In the absence of evidence of earlier receipt a notice is deemed received if delivered personally when left at the address referred to in clause 14.1 and if sent by post two (2) working days after posting but where this occurs after 5.00 pm on a working day or on a day which is not a working day the date of service shall be deemed to be the next following working day

15. **Certificate**

This Lease is a "new tenancy" as defined in the Landlord and Tenant (Covenants Act 1995)

IN WITNESS whereof the parties hereto have executed this Lease as a deed on the day and year first before written

FIRST SCHEDULE
The Premises

ALL THAT entrance, stairwell and the first floor of the Building (including the Balcony) edged red of Plan 1 and edged and red on Plan 2 including:

1. All Conduits plant and machinery in, on or immediately under the Premises and which exclusively serve the same

2. The screed and floor finishes thereof but so that the lower limit of the Premises shall not extend to anything below the screed and floor finishes

3. The internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the same but not any other part of such walls and columns

4. [illegible]

5. The inner half severed medially of any non load bearing walls that divide the premises from any adjoining premises

6. The suspended ceilings (but not the rafters or slabs upon which the ceilings are supported) and

7. All surfaces and decorative finishes of the Balcony including the decking of the Balcony

8. All window frames and window furniture and all glass in the windows and all doors, door furniture and door frames

9. All additions and improvements to the premises

but excluding:

(a) the whole of the interior or structural load bearing walls and columns other than internal plaster surfaces.

(b) all Conduits plant and machinery within the Building that do not exclusively serve the Premises.

(c) the structure of the Balcony.

SECOND SCHEDULE
Service Charge

1. Before, or as soon as practicable after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.

2. The Tenant shall pay the estimated Service Charge for each Service Charge Year in four equal instalments on each of the Rent Payment Dates.

3. In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.

4. As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year. The certificate shall be in accordance with the service charge accounts prepared by the Landlord's or managing agents. The Tenant may inspect the accounts and the supporting invoices and receipts by appointment with the Landlord (or its managing agents) within three months of the delivery of the certificate. The certificate shall be final and binding save in the case of manifest error or fraud.

5. Where the Landlord provides any Service by reason of:

   (a) the damage to or destruction of the Common Parts by an Insured Risk or an Uninsured Risk;

   (b) any remediation of pollution or contamination which existed or the cause of which arose prior to the date of this lease (other than arising due to any act or omission of the Tenant) (including the removal of asbestos);

   (c) any costs which the landlord is unable to recover from tenants or occupiers of other lettable areas of the Building;

   (d) any chancel repair liability;

   the costs of that Service shall not be included within the Service Charge.

6. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is less than the Service Charge, the Tenant shall pay the difference within 21 days of written demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Service Charge and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited or repaid to the Tenant if the Term has ended.

SIGNED as a DEED
by **COMLAND PREMIUM HOUSE LIMITED**
acting by a director

in the presence of:

Witness signature

Witness name

Address

Occupation

SIGNED as a DEED
by **KURT ORBAN PARTNERS LIMITED**
acting by a director

in the presence of:

Witness signature

Witness name

Address

Occupation