DATED: 11th January 2012

SCOOBA INVESTMENTS LIMITED (1)

HSBC BANK PLC (2)

LEASE OF PART

Re: First and Second Floors,
12b Culver Street West,
Colchester,
Essex

Klimt & Co
49 Welbeck Street
London W1G 9XN
Tel: 0207 486 4432
Fax: 0207 486 2127

Ref: AHMG/4916
Draft: 21st February 2011

PARTICULARS

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)
Title number(s) out of which this lease is granted. Leave blank if not registered.
EX338333

LR2.2 Other title numbers
Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease
Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

LR3. Landlord
SCOOBA INVESTMENTS LIMITED (incorporated in Jersey) (Company Registration No. 82276) of c/o Klimt & Co., 49 Welbeck Street, London, W1G 9XN

Tenant
HSBC BANK PLC (Company Registration No. 00014259) of Level 30, 8 Canada Square, London, E14 5HQ

LR4. Property
Insert a full description of the land being leased
or
Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

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.

LR4. 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.

First and Second Floors, 12b Culver Street West, Colchester, Essex. CO1 1JG as described in clause 1.20

LR5. Prescribed statements etc.

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.

In LR5.2, omit or delete those Acts which

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

None

LR5.2 This lease is made under, or by

do not apply to this lease.	***reference to, provisions of:***
LR6. Term for which the Property is leased *Include only the appropriate statement (duly completed) from the three options.* *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.*	**LR6.** From and including 11th January 2012 to and including 10th January 2021
LR7. Premium *Specify the total premium, inclusive of any VAT where payable.*	**LR7. Nil**
LR8. Prohibitions or restrictions on disposing of this lease *Include whichever of the two statements is appropriate.* *Do not set out here the wording of the provision.*	**LR8.** This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. *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.*	**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.** None **LR9.2 Tenant's covenant to (or offer to) surrender this lease.** None **LR9.3 Landlord's contractual rights to acquire this lease.** None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property *Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*	**LR10.**

LR11. Easements
Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property.

As set out in the First Schedule.

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

As set out in the Second Schedule.

LR12. Estate rentcharge burdening the Property
Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

LR12.

None

LR13. Application for standard form of restriction
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.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

LR13.

LR14. Declaration of trust where there is more than one person comprising the Tenant
If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

LR14.

Not applicable.

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LEASE OF PART

Date : 11th January 2012

PART ONE : DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Where in this deed the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:

1.1.1 **Landlord**

SCOOBA INVESTMENTS LIMITED (a company registered in Jersey) (Company Registration No. 82276) of c/o Klimt & Co., 49 Welbeck Street, London, W1G 9XN and any person for the time being entitled to the reversion immediately expectant on the Determination of the Term

1.1.2 **Tenant**

HSBC BANK PLC (Company Registration No. 00014259) whose registered office is at Level 30, 8 Canada Square, London, E14 5HQ and any person in whom the Term is from time to time vested

1.2 **Agreed Term**

10 years commencing on 11th January 2012 and expiring on 10th January 2022

1.3. **Authority**

Any statutory, public, local or other competent authority or a court of competent jurisdiction

1.4. **Building**

12b Culver Street West, Colchester, Essex CO11 1JG shown edged blue on Plan A being the property comprised within Title No EX338333

1.5 **Clause**

A clause of this deed

1.6. **Common Parts**

Such entrances, passages, staircases, circulation areas, lifts, forecourts and other areas from time to time provided for the common use of tenants, occupiers, visitors or any of them

1.7 **Conduit**

Any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures

1.8. **Determination Of The Term**

The determination of the Term by re-entry notice surrender or otherwise

1.9. **Facilities**

Such systems and facilities as may from time to time be provided for the amenity of the Building including if any: fire alarm and prevention equipment heating, ventilation and air conditioning plant

1.10. **First Rent Payment**

£ 2,732.24 on 11th July 2012 [6 months rent free]

1.11. **First Estimated Service Charge**

An amount at the rate of £ 1500 a year

1.12. **Interest**

Interest at the Interest Rate (both before and after any judgment) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of the Lease to the date upon which such payment is made such interest to be compounded with rests at the usual quarter days

1.13. **Interest Rate**

4% p.a. above the base lending rate from time to time of Barclays Bank Plc (or of such other bank as the Landlord may give notice from time to time)

1.14 **Lease**

This lease as from time to time varied or supplemented whether by deed, licence or otherwise

1.15 **Party**

The Landlord or the Tenant or the Guarantor (if any)

1.16 **Permitted User**

The retailing and provision of financial and banking advice services and products and advice services and products sold or dispensed by a retail bank and all ancillary services products or items related thereto and any use within class A2 of the schedule to the Town & Country Planning (Use Classes) Order 1987 (to which Clause 2.6 shall not

apply)

1.17 **Plans**

The plans numbered 1, 2 and 3 annexed to this deed

1.18 **Planning Acts**

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 and all other statutes containing provisions relating to town and country planning when from time to time in force and all other statutes statutory instruments regulations and orders included by virtue of Clause 2.6.

1.19 **Possession Date**

The date of this Deed

1.20 **Premises**

All those premises comprising the ground floor stairs and first and second floors of the Building all which premises are shown edged red on the Plans and in addition the flat roof of the single storey extension shown hatched green on Plan No 3.

1.20.1 the internal finishes of the walls and of the floor and ceiling slabs dividing the Unit from other parts of the Building but not those walls or slabs themselves and ceilings and floorboards but not other loadbearing members of a floor

1.20.2 internal walls which are not loadbearing

1.20.3 the internal finishes of any loadbearing walls columns, or floor or ceiling slabs within the Unit but not those walls columns or slabs themselves

1.20.4 the doors, door frames, windows and window frames of the Unit

1.20.5 Conduits and Facilities to the extent that they are within and exclusively serve the Unit (but no other Conduits or Facilities)

1.20.6 fixtures and fittings at the Unit whenever fixed except those fixed by the Tenant which are generally regarded as tenant's or trade fixtures but for the avoidance of doubt no areas outside the boundaries of the walls the floor and the ceiling containing the Unit are included in the Premises (without prejudice to any rights expressly granted to the Tenant)

1.20.7 the roof of the Premises.

1.21 **Regulations**

The regulations set out in the Fourth Schedule and any others from time to time published by the Landlord in addition to or in substitution for those regulations in the interests of good estate management

1.22 **Rent**

A peppercorn on and from the Possession Date increasing to £12,500.00 a year on and from [~~six months~~ 11th July] 2012 or such other amount as is from time to time agreed or determined pursuant to Part Seven of the Lease or otherwise

1.23 **Retained Property**

All parts of the Building which are not from time to time Units including (without prejudice to the generality of the foregoing):

1.23.1 the Common Parts

1.23.2 plant rooms

1.23.3 storage areas

1.23.4 Conduits and Facilities within or serving the Building except those within and exclusively serving a Unit

1.23.5 all parts of the structure walls and foundations of the Building that are not included in the Premises nor would be included in the premises demised by leases of all other Units if they were let on the same basis as the Premises

1.24 **Schedule**

A schedule to this deed

1.25 **Service Charge**

As defined in Part Five

1.26 **Services**

The services described in part five

1.27 **Term**

The Agreed Term and any continuation or extension of it whether by agreement, operation of law or otherwise

1.28 **Unit**

An individual shop, office suite or other unit of accommodation in the Building that is let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation otherwise than in connection with the provision of Services

1.29 **VAT**

Value Added Tax or other tax of a similar nature (and unless otherwise expressly stated

all references to Rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable thereon)

2. INTERPRETATION

The provisions of the Lease shall unless the context otherwise requires be construed as follows:-

2.1 Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally

2.2 Words importing one gender include all other genders

2.3 The singular includes the plural and vice versa

2.4 A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party

2.5 A consent or approval to be given by the Landlord is not effective for the purposes of the Lease unless it is in writing and signed by or on behalf of the Landlord

2.6 Reference to a statute includes any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation or order made under it which is for the time being in force

2.7 Headings to Clauses Schedules or parts of the Lease do not affect the interpretation or construction of the Lease

PART TWO : DEMISE

3. DEMISE

The Landlord demises the Premises to the Tenant:

3.1 Together with the rights set out in the First Schedule

3.2 Except and reserving to the Landlord as set out in the Second Schedule

3.3 To hold the same to the Tenant for the Agreed Term

3.4 Subject to all rights, easements, restrictions, covenants and liabilities affecting the Premises including without prejudice to the generality of the foregoing those described in the Third Schedule.

3.5. Yielding and paying to the Landlord the Rent without any deduction by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year.

PART THREE : TENANTS COVENANTS

4. INTRODUCTION

With effect from and including the Possession Date the Tenant covenants with the Landlord as set out in this part of the Lease

5. RENT

The Tenant shall pay the Rent as provided in part two of the Lease (including the First Rent Payment stated in Clause 1) without deduction or set off

6. OUTGOINGS

6.1 The Tenant shall pay and indemnify the Landlord against all rates, taxes, assessments, impositions, duties, charges and outgoings now or at any time during the Term payable by the owner or occupier of or otherwise due in respect of the Premises (except any tax assessed on the Landlord or any Superior Landlord in respect of its ownership of, rental income from or any dealing with its reversionary interest)

6.2 The Tenant shall pay and keep the Landlord indemnified against all VAT which may from time to time be charged on the Rent or on any other monies payable by the Tenant under the Lease

6.3 If the Landlord has an option whether or not to charge VAT the Tenant hereby irrevocably consents to the Landlord freely exercising that option to the extent from time to time permitted by law

6.4 The Tenant shall pay and indemnify the Landlord against all charges for electricity gas and other services at the Premises

7. REPAIR AND DECORATION

The Tenant shall (subject to the provisions relating to insurance set out in part four of the Lease);

7.1 keep the Premises at all times in good and substantial repair and condition

7.2 clean the Premises regularly and maintain them at all times in a clean and tidy condition

7.3 clean all windows regularly

7.4 decorate and keep the Premises decorated to a high standard (in any event not less frequently than once in any period of five years and also to the Landlord's reasonable specification in the last six months of the Term)

7.5 within two months (or sooner in emergency) of receipt of notice from the Landlord of any breach of this Clause carry out the repair cleaning or decoration required to remedy the breach and if the Tenant fails diligently to comply with such notice and the Landlord enters the Premises to carry out such work the Tenant shall upon demand pay to the Landlord all costs which the Landlord so incurs

8. ALTERATIONS

8.1 The Tenant shall:

8.1.1 not alter or interfere with any part of the Building which is not comprised in the Premises or expressly authorised by the First Schedule

8.1.2 make no addition or alteration to the Premises unless permitted by this Clause

8.2 The Landlord will not unreasonably withhold consent for the carrying out of an Internal Alteration in a manner consistent with the Regulations and the other provisions of the Lease

8.3 "Internal Alteration" means:

8.3.1 an alteration to the interior of the Premises which does not affect any load bearing part of the Building, or

8.3.2 the installation of or an alteration to a Conduit or Facility forming part of the Premises

8.4 The Landlord may before giving consent require:

8.4.1 the submission to the Landlord of drawings and specifications (in triplicate) showing the proposed Internal Alteration;

8.4.2 the execution of such licence to carry out the Internal Alteration as the Landlord may reasonably require; and

8.5 The Landlord shall not require consent for the erection or dismantling by the tenant of internal non structural partitioning or for the carrying out by the tenant of minor works to the electrical circuitry or plumbing system.

9. SIGNS

The Tenant shall not:

9.1 fix anything outside the Premises nor to the exterior or interior of any doors or windows, unless permitted by this Clause

9.2 display any flashing or moving sign which is visible from outside the Premises

9.3 display any notice, sign, poster or advertisement which is visible from outside the Premises except to indicate the name and business of the Tenant in a manner first approved by the Landlord (such approval not to be unreasonably withheld) provided always that in the case of HSBC Bank Plc only the tenant shall not require the consent of the Landlord for any updated signage provided that such signage is in accordance with the then prevailing house style of HSBC Bank Plc

10. USER

10.1 The Tenant shall not use the Premises otherwise than for the Permitted User (without the prior consent of the Landlord which will not be unreasonably withheld)

10.2 The Tenant shall not use the Premises in a manner which may be or become or cause a material nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord or any other person

10.3 The Tenant shall not reside or sleep on the Premises nor use them for any sale by auction or for any dangerous, noisy or offensive purpose or for any illegal or immoral activity nor as a betting shop, an amusement arcade or a sex shop

10.4 The Tenant shall not overload the structure of the Building

10.5 The Tenant shall not make use of Conduits beyond their capacity nor in a manner which may block or damage them and in particular will not stop up or obstruct or permit oil grease or other deleterious matter or substance to enter any drain or sewer

10.6 The Tenant shall comply with the Regulations

11. ALIENATION

11.1 Unless otherwise permitted under this Clause the Tenant shall not

11.1.1 hold the Premises expressly or impliedly on trust for another person

11.1.2 part with possession of the Premises

11.1.3 share possession of the Premises with another person

11.1.4 allow anyone other than the Tenant any lawful subtenant or their respective officers and employees to occupy the Premises

Assignment:

11.2 The Tenant shall not assign a part (as distinct from the whole) of the Premises

11.3 The Tenant shall not assign the whole of the Premises without first:

11.3.1 obtaining the prior consent of the Landlord (which will not be unreasonably withheld or delayed and which (unless the Landlord has by express written waiver dispensed with the requirement for a deed in any particular case or class of cases) will only be validly given by way of a formal deed of licence (in such form as the Landlord reasonably requires) executed and delivered unconditionally by the Landlord to the Tenant in exchange for a counterpart thereof executed and delivered unconditionally to the Landlord by the Tenant and the assignee and by any guarantors who are to enter into covenants with the Landlord pursuant to clause 11.4.2.2 below).

11.3.2 satisfying the circumstances specified for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 and set out in clause 11.4.1 below; and

11.3.3 complying with the conditions specified for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 and set out in clause 11.4.2 below.

11.4.1 The circumstances referred to in clause 11.3.2 are that:-

11.4.1.1 all sums due and properly demanded from the Tenant under the Lease have been paid at the date of the application for the licence to assign;

11.4.1.2 in the Landlord's reasonable opinion there are at the date of the application for the licence to assign no material outstanding breaches of any tenant covenant under the Lease or any personal covenants undertaken by the Tenant;

11.4.2 The conditions referred to in clause 11.3.3 are that:-

11.4.2.1 upon or before any assignment and before giving occupation to the assignee the Tenant shall covenant by way of indemnity and guarantee with the Landlord in the terms set out in clause 48 of the Lease;

11.4.2.2 if so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation obtain guarantors reasonably acceptable to the Landlord who shall covenant by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord subject to Clause 46.2 of the Lease in the terms set out in Clause 47 of the Lease; and

11.4.2.3 the written licence to assign contains a condition that if at any time prior to the assignment the circumstances (or any of them) specified in clause 11.4.1 cease to exist the Landlord may revoke the licence by written notice to the Tenant; and

11.4.2.4 if so reasonably required by the Landlord the assignee shall procure a bank guarantee or complete a Rent Deposit Deed in a form acceptable to the Landlord for a sum equal to at least six months Rent; and

11.4.2.5 the written consent of any mortgagee or chargee of the Landlord or any superior Landlord (if applicable) is obtained; and

11.4.2.6 in the event that the assignee shall not be resident and trading in England and Wales then any guarantor for that person or persons shall be resident and trading in England and Wales

11.5 In this Clause 11 and in Part Ten of the Lease the expression "tenant covenants" has the meaning ascribed to it by section 28 of the Landlord and Tenant (Covenants) Act 1995

Underlettings:

11.7 The Tenant shall not underlet the whole or part of the Premises

11.7.1 unless the proposed undertenant has first covenanted by deed with the Landlord in such form as the Landlord may reasonably require that with effect from the date of the underlease and during the period whilst the undertenant remains bound by the tenant covenants of the underlease the undertenant will observe and perform all the provisions of the underlease to

be observed and performed by the undertenant; nor

11.7.2 (where the proposed undertenant is a corporate body and the Landlord reasonably so requires) without first procuring a covenant by deed with the Landlord from two individuals who are or a company which is acceptable to the Landlord as surety for the undertenant; nor

11.7.3 except by way of a "permitted underlease"; nor

11.7.4 without the prior written consent of the Landlord (which will not be unreasonably withheld) or any superior Landlord (if applicable) or of any mortgagee or chargee of the Landlord or any superior Landlord (if applicable)

11.8 A "permitted underlease" is an underlease which

11.8.1 is granted without any fine or premium;

11.8.2 reserves a rent equal to the open market rent available at the time of the grant of the underlease;

11.8.3 incorporates provisions for the review of rent at the same times and on the same basis as in the Lease; and

11.8.4 is (so far as is consistent with an underlease) in a form substantially the same as the Lease except that further subletting shall be prohibited; and

11.8.5 is excluded from the operation of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954

11.9 The Tenant shall enforce and shall not waive or vary the provisions of an underlease and shall operate at the relevant dates of review the rent review provisions contained in an underlease

Associated Companies:

11.10 The Tenant may share occupation of the Premises in a manner which does not transfer or create a legal estate with a Company that is a member of the same group (as defined by Section 42 of the Landlord and Tenant Act 1954):

11.10.1 for so long as both the Tenant and that Company remain members of the same group; and

11.10.2 provided that within 21 days of such sharing the Landlord receives notice of the company sharing occupation and the address of its registered office and its irrevocable written acknowledgement that for so long as it occupies the Premises the Landlord has the same right to distrain against its assets on the Premises as against the assets of the Tenant

Charges

11.11 The Tenant shall not charge a part (as distinct from the whole) of the Premises

11.12 The Tenant shall not charge the whole of the Premises except with the prior consent of the Landlord (which will not unreasonably be withheld or delayed).

Notification

11.13 The Tenant shall upon request from time to time provide within one month of a written request by the Landlord all information which the Landlord would be entitled to request in the last two years of the term under Section 40 (1)(a) and (b) of the Landlord and Tenant Act 1954

11.14 The Tenant shall within 28 days of the assignment, charge or underlease of or of any other devolution of the Lease or of any interest deriving from the Lease give notice thereof to the Landlord's solicitor, produce for registration the original or a certified copy of the document effecting or evidencing such devolution and pay such reasonable registration fee as the Landlord's solicitor may require being not less than £75.00 (plus VAT)

12. LEGAL OBLIGATIONS

12.1 In this clause "Legal Obligation" means any present or future statute, statutory instrument or byelaw, or any present or future regulation, order, notice, direction, code of practice or requirement of any Authority insofar as it relates to the Premises or to their occupation or use but irrespective of the person on whom such obligation is imposed

12.2 If the Tenant receives from an Authority formal notice of a Legal Obligation it shall forthwith produce a copy to the Landlord and if such notice is in the Landlord's reasonable opinion contrary to the interests of the Landlord the Tenant shall at the Landlord's cost make such objection or representation against such Obligation as the Landlord may require but otherwise shall at its own expense observe and comply with all Legal Obligations

12.3 Where a Legal Obligation requires the carrying out of works the Tenant shall so far as such Legal Obligation permits also comply with the provisions of the Lease in relation to such works

12.4 The Tenant shall not knowingly do or omit to do in relation to the Premises or their use or occupation anything by reason of which the Landlord may incur any liability whether for costs, a penalty, damages, compensation or otherwise

12.5 The Tenant shall not cause or permit a nuisance on or in relation to the Premises and if a nuisance occurs shall forthwith take all necessary action to abate it

12.6 Without prejudice to the generality of this Clause the Tenant shall in particular observe and comply with all Legal Obligations of any appropriate Authority relating to health and safety, means of escape in case of fire, and the protection and preservation of life and property carrying out such works of modification and improvement to the Premises as may from time to time be required by such Legal Obligations (the Landlord however carrying out such works where the Legal Obligation affects both the Premises and other Units. in which event the Tenant shall upon demand repay to the Landlord all costs

and expenses reasonably so incurred by the Landlord which are attributable to the Premises

12.7 The Tenant shall carry out any works to the Premises not only in accordance with all Legal Obligations but also with good quality materials and in a good and workmanlike manner to the reasonable satisfaction of the Landlord

13. PLANNING

13.1 The provisions of this Clause supplement the general obligations imposed by Clause 12

13.2 The Tenant shall not commit a breach of planning control (as defined in section 172(3) of the Town and Country Planning Act 1990) in relation to the Premises

13.3 The Tenant shall observe and comply with the Planning Acts in relation to the Premises

13.4 The Tenant shall make no application under the Planning Acts (whether for planning permission or otherwise) in relation to the Premises or the Building without the Landlord's prior consent and then only in a form previously approved by the Landlord (which consent and approval shall not be unreasonably withheld

13.5 The Tenant shall supply to the Landlord promptly and without further request copies of all applications, notices, decisions and other formal communications under the Planning Acts which relate in any way to the Premises and where such communications relate only to the Premises or to an application made by the Tenant then the Tenant shall at its own expense take such action to protect the Landlord's interests as the Landlord may require

13.6 The Tenant shall not implement a planning permission until the Landlord has given its consent (such consent not to be unreasonably withheld where planning permission is granted pursuant to an application approved by the Landlord and where the Landlord's interests are not likely to be prejudiced by the implementation of such planning permission)

13.7 Where a planning permission imposes conditions the Landlord may if it is reasonable to do so before giving consent to its implementation require the Tenant

13.7.1 to provide reasonable security for compliance with the conditions provided that this clause will not apply to HSBC Bank Plc

13.7.2 to undertake that if it implements the planning permission it will carry out prior to the Determination Of The Term all works which the planning conditions may at any time require

14. DEFECTIVE PREMISES

The Tenant shall promptly give notice to the Landlord of any defect in the Premises in respect of which the Landlord may have a liability or duty of care under the Lease, the Defective Premises Act 1972 or otherwise

15. ENCROACHMENTS

15.1 The Tenant shall not knowingly stop up, darken or obstruct any window or light at the Premises

15.2 The Tenant shall not knowingly permit and shall take all reasonable measures to prevent any new window, light, opening, doorway, pathway, Conduit or other encroachment or easement being made or acquired in, against, out of, or upon the Premises

16. LANDLORD'S RIGHTS

16.1 The Tenant shall permit the Landlord, any superior landlord, and persons authorised by any of them to exercise any right excepted and reserved by the Second Schedule and in addition the right to enter the Premises at all reasonable times after not less than five days' notice (except in emergency) with tools and equipment (if appropriate):

16.1.1 to inspect the Premises to ascertain whether the Tenant is complying with the Lease or to view their state and condition or to make surveys or to show the Premises to prospective tenants or purchasers or for any other reasonable purpose

16.1.2 to execute works following the Tenant's failure to comply with a notice served under Clause 7.5. (without prejudice to any other remedy available to the Landlord) and also pursuant to Clause 12.6.

16.1.3 to take schedules or inventories

16.1.4 to inspect or execute works of repair, maintenance, decoration, construction, alteration, improvement or otherwise to the Building or other property (including those parts of the Retained Property within or bounding the Premises) or in connection with the provision of Services under part five of the Lease the persons entering causing as little damage and disturbance as is reasonably practicable and making good as soon as practicable any physical damage to the Premises so caused

16.2 The Tenant shall permit the Landlord, any superior landlord, and persons authorised by any of them to carry out any works of repair, construction, development, improvement, alteration or otherwise to or use in any way the Building (apart from the Premises) or any other property and to erect scaffolding notwithstanding interference with the access of light or air to the Premises or temporary interference with any other right or easement but so far as practicable pedestrian access to the Premises and supplies of water, gas and electricity and drainage (where applicable) will be maintained at all times during normal business hours PROVIDED THAT:

- Such scaffolding is to be designed and erected so as to obstruct the entrances windows and signage for the Premises as little as reasonably practicable and is to be removed as quickly as practicable.

- The Tenant will be permitted to install at its own cost to the Landlord temporary signage on the exterior of such scaffolding in a position and in a

form to be approved by the Landlord such approval not to be unreasonably withheld or delayed.

16.3 The Tenant will permit the affixation to suitable parts of the Premises of reletting notices during the six months preceding the Determination Of The Term and of notices relating to the disposal or acquisition of any reversionary interest at any time PROVIDED THAT such signs do not interfere with the access of light and air to the Premises

16.4 In exercising the rights reserved in clause 16 the Landlord and any person exercising the rights with the express or implied authority of the Landlord are to:

- Ensure that as little nuisance damage annoyance or inconvenience is caused to the Tenant or the other tenants or occupiers of the Premises in the exercise of the rights as reasonably practicable.

- Comply with the proper and reasonable requirements of the Tenant in relation to the security of the Premises where rights of access to the Premises are exercised and as so required by the Tenant are to be accompanied by a representative of the Tenant and

- Make good as soon as reasonably possible all physical damage caused to the Premises and any Tenant's fixtures and chattels in the exercise of the rights.

17. COSTS

The Tenant shall pay and indemnify the Landlord against all liability, costs, fees, charges, disbursements and expenses connected with, incidental to, consequent upon and (where appropriate) in contemplation of:

17.1 an application for the Landlord's consent (whether or not the consent is given or the application is withdrawn);

17.2 a schedule of dilapidations during the Term or after the Determination Of The Term;

17.3 notice pursuant to a provision of the Lease or under Sections 146 or 147 of the Law of Property Act 1925 and proceedings under those sections even if forfeiture is avoided otherwise than by relief granted by the court;

17.4 the recovery of arrears of Rent or other sums payable under the Lease;

17.5 the enforcement of any covenant or obligations of the Tenant under the Lease; and

17.6 abating a nuisance which the Tenant fails to abate

18. INTEREST

Without prejudice to any other right or remedy of the Landlord the Tenant shall pay to the Landlord Interest on any Rent and VAT (if applicable) which is not paid to the Landlord within 21 days of the date it is due (whether payment is formally demanded or not) and Interest on any other sum which is not paid to the Landlord by the later of the date it is due and the date 21 days

after a demand for payment is made

19. INDEMNITY

The Tenant is responsible for and shall indemnify and keep the Landlord indemnified against all claims, demands, actions, or proceedings made or brought and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with:

19.1 the use and occupation of the Premises;

19.2 the state of repair and condition of the Premises (except to the extent (if any) caused by any act or default of the Landlord);

19.3 any act default omission or negligence of the Tenant or of any other person at the Premises with the express or implied authority of the Tenant or of anyone deriving title through the Tenant; and

19.4 any breach of any covenant or other provision of the Lease to be observed and performed by the Tenant

PROVIDED THAT in respect of any claim covered by an indemnity given to the Landlord by the Tenant, the Landlord is:-

(a) to give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of that claim;

(b) provide to the Tenant on reasonable request any information and assistance in relation to the claim as the Tenant may reasonably require, subject to the Tenant indemnifying the Landlord against all costs reasonably incurred by it in the provision of such information or assistance;

(c) to take all steps to mitigate any loss; and

(d) not to make any settlement or compromise in relation to any claim without the prior consent of the Tenant, such consent not to be unreasonably withheld or delayed.

20. YIELDING UP

Upon the Determination Of The Term the Tenant shall:

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

20.2 yield up the Premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under the Lease.

PART FOUR : INSURANCE

21. DEFINITIONS

Where in this part the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:

21.1 **Insured Risks**

Risks of loss or damage by fire, storm, tempest, flood, lightning, explosion, aircraft, articles dropped from aircraft, riot, civil commotion, malicious damage, impact, bursting acts of terrorism, subsidence and overflowing of water tanks apparatus and pipes and by such other perils against which the Landlord may insure

21.2 **Insurance**

Insurance effected in such insurance office of repute or with such underwriters and through such agency as the Landlord may reasonably decide and subject to such excesses, exclusions, limitations and conditions as the insurer may require or the Landlord may properly negotiate (but the Landlord shall endeavour to negotiate policies under which the insurer has no rights of subrogation against the Tenant) and covering:

21.2.1 the Building (but specifically excluding tenant's and trade fixtures and fittings) against the Insured Risks for a sum sufficient to cover the cost of reinstatement assuming total loss including all applicable VAT and ancillary costs (such as site clearance and professional fees) and appropriate allowance for inflation

21.2.2 Loss of Rent

21.2.3 third party and public liability at the Building for such sum as the Landlord may from time to time consider prudent

21.2.4 such matters in relation to the Building not otherwise specifically mentioned in this part or effected under part five of the Lease as the Landlord from time to time considers prudent

21.3 **Loss of Rent**

The Loss of all Rent and Service Charges and applicable VAT for such period (being not less than three years) as the Landlord may from time to time reasonably consider sufficient to complete reinstatement of the Building following a total loss and for such sum as takes into account any likely rent review during that period

21.4 **Uninsured Risk**

Any risk against which the Tenant does not insure because insurance cover for that risk is either not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Tenant's reasonable discretion are unacceptable.

22. LANDLORD'S INSURANCE COVENANTS

The Landlord covenants with the Tenant that from and including the Possession Date until the Determination Of The Term:

22.1 the Landlord will effect and maintain Insurance (but in respect of the Premises only so far as it is not vitiated by any act, neglect or default of the Tenant, anyone deriving title through the Tenant or anyone at the Premises with the express or implied authority of either of them)

22.2 the Landlord will upon reasonable request from time to time produce to the Tenant a copy or full details of the policies of Insurance and evidence that they are in force

22.3 the Landlord will notify the Tenant of any change in the provisions of any policy of Insurance from time to time which is material to the Tenant

22.4 in the event of any loss or damage against which the Landlord has covenanted to effect Insurance the Landlord will make good such loss or damage carrying out any necessary works of reinstatement as soon as reasonably practicable

23. ABATEMENT OF RENT

23.1 If the Building is destroyed or so damaged by an Insured Risk that the Premises are wholly or partially unfit for occupation and use and Insurance has not been vitiated or any payment refused by reason of some act, neglect or default of the Tenant, someone deriving title through the Tenant, or some person with the express or implied authority of either of them then the Rent and Service Charge or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable until the Premises are again fit for occupation and use to the extent only that such loss of Rent and Service Charge is recoverable under Insurance against Loss of Rent

23.2 A dispute as to the amount or duration of such cesser of Rent and Service Charge shall be referred to arbitration under the Arbitration Act 1996 the arbitrator to be appointed (failing agreement between the Parties) by the President of the Royal Institution of Chartered Surveyors upon the application of either the Landlord or the Tenant

24. TENANT'S INSURANCE COVENANTS

The Tenant covenants with the Landlord that from and including the Possession Date:

24.1 the Tenant will pay to the Landlord upon demand a reasonable proportion of the whole of all premiums and other expenses incurred by the Landlord in effecting and maintaining insurance against Loss of Rent and a fair proportion of all premiums and other expenses (including valuation fees) incurred by the Landlord in effecting and maintaining all other insurance in accordance with clause 22 such proportion to be reasonably determined by the Landlord and as far as practicable (subject to any special weighting applicable to the Premises or other Units) to represent the proportion which the floor area of the Premises bears to the aggregate floor areas from time to time of all Units in the Building

24.2 the Tenant shall comply with the insurers requirements and recommendations in

relation to the Premises and will not do or omit to do anything which may make any policy of Insurance void or voidable in whole or in part or increase the premium for any policy but if as a result of a breach of this covenant a premium is increased then the Tenant will forthwith upon demand pay to the Landlord the whole of such increase

24.3 the Tenant will provide and maintain such fire fighting equipment on the Premises as the insurer or an Authority may require

24.4 the Tenant will forthwith notify the Landlord of any loss, damage or destruction of or relating to the Premises and of any other event which comes to the attention of the Tenant and which may affect or give rise to a claim under a policy of Insurance

24.5 the Tenant will forthwith upon demand pay to the Landlord an amount equal to all monies which the Landlord is unable to recover under a policy of Insurance by reason of an act, default or omission of the Tenant and a fair proportion (determined as set out in Clause 24.1.) of all such monies which are irrecoverable by reason of:

24.5.1 a condition of the policy; or

24.5.2 the imposition by the insurer or the reasonable acceptance by the Landlord of an obligation to bear part of an insured loss (commonly called an excess)

24.6 the Tenant shall not effect any insurance equivalent to the Insurance but if in breach of this covenant it does so it shall pay to the Landlord all monies received under such insurance

25. DETERMINATION

If following damage or destruction of the Building or Premises by any of the Insured Risks the whole or substantially the whole of the Premises are unfit for occupation and use or are inaccessible the Tenant may end this Lease by serving written notice on the Landlord if they have not been made fit for occupation and use and accessible on or after 3 years of the date of the damage or destruction.

26. UNINSURED RISKS

If the Premises are wholly or substantially damaged destroyed by an Uninsured Risk:

- The provisions of clause 23 will apply as if the damage to or destruction of the Premises had been damaged by an Insured Risk and will continue to apply until the Premises has been rebuilt and reinstated and are fit for occupation and use.

- Neither the Landlord or the Tenant will be under any obligation to repair decorate rebuild or reinstate the Premises or to contribute towards the cost of doing so except in accordance with the terms of this clause.

- This Lease will end on the date one year after the date of the damage to or destruction of the Premises unless during that year the Landlord serves a notice on the Tenant in which the Landlord elects either to reinstate or rebuild the Premises or to end this Lease on an earlier date.

- If the Landlord elects to reinstate or rebuild the Premises it will do so at its own cost and expense and subject to the provisions of the clause below clauses 21 to 24 will apply as if the damage to or destruction of the Premises had been damaged by an Insured Risk and as if the reference to the date of damage or destruction in clause 25 were to the date of the Landlord's election to reinstate the Premises and

- If the Landlord elects to reinstate or rebuild the Premises the Landlord will not be obliged to rebuild or reinstate Tenant's fitting-out works or any other alterations or additions to the Premises made by the Tenant or any undertenant or other occupiers of the Premises unless any part of them have become part of the Premises.

PART FIVE : SERVICE CHARGE

27. THE SERVICES

In this part of the Lease "the Services" are those services appropriate to the management and maintenance of the Building in accordance with the highest standards of estate management including (but not limited to):

27.1 the inspection, testing, repair, servicing and maintenance of the Retained Property and any plant and equipment (including replacement of parts where appropriate);

27.2 cleaning the Retained Property

27.3 decorating the Retained Property

27.4 operating all Facilities required by an Authority and such other Facilities as may from time to time be provided;

27.5 providing such further and improved Facilities as an Authority may require or for the greater amenity of those using the Building or for the more efficient management of the Building;

27.6 carrying out such works and taking such other action as may be appropriate in order to comply with the lawful requirements or recommendations of an insurer or an Authority;

27.7 insurance of plant and equipment of the Retained Property and such other insurance relating to the management of the Building as the Landlord may reasonably consider prudent

28. SERVICE COSTS

In this part of the Lease "Service Costs" means the aggregate of:

28.1 all rates, taxes, charges, assessments and outgoings payable in respect of all or any part of the Retained Property or in respect of the Building as a whole (as distinct from any one or more Units);

28.2 the cost of electricity, gas, oil or other fuel supplies for the provision of the Services or otherwise consumed in the Retained Property;

28.3 the cost of employing or arranging for the employment of staff to provide the Services such cost to include all incidental expenditure such as (without prejudice to the generality of the foregoing) that relating to insurance, pension and welfare contributions; the provision of clothing, the provision of tools and equipment,

28.4 the cost of providing maintaining and renewing such equipment materials and supplies as are from time to time required in order to provide the Services;

28.5 the cost of all maintenance and other contracts entered into in relation to the provision of the Services;

28.6 all contributions to roads, pipes, walls, structures or other things common to or used in common by the Building and other property;

28.7 the cost to the Landlord of complying with or contesting the requirements or proposals of any Authority insofar as they relate to the Building (as distinct from any particular Unit or Units);

28.9 the fees of managing agents retained by the Landlord in relation to the management of the Building, the provision of the Services and the collection of Rent and Service Charge due from tenants and occupiers of the Building (or where any such task is carried out by the Landlord a reasonable charge for the Landlord in relation thereto);

28.10 the cost of preparing and auditing Service Charge accounts (whether carried out by the Landlord or by the Landlord's agents or accountants);

28.11 the cost of obtaining such professional advice as may from time to time be required in relation to the management of the Building and the provision of Services;

28.12 VAT (or other tax) where chargeable on any of the Service Costs to the extent it cannot be recovered by the Landlord; and

28.13 all other reasonable costs, charges, expenses and outgoings reasonably incurred in or incidental to the provision of the Services; provided that they are in the interests of good estate management.

29. PROVISION OF SERVICES

The Landlord covenants with the Tenant to provide the Services from and including the Possession Date until the Determination Of The Term but the Landlord will have no liability to the Tenant:

29.2 for the interruption of a Service for reasons of inspection, maintenance, repair or other works (in which event the Landlord will restore the Service as soon as reasonably practicable);

29.3 for failure to provide a Service due to damage, breakdown, inclement weather, shortage of fuel or water, or any other cause beyond the Landlord's reasonable control (although the Landlord will then take all reasonable steps to restore such Service or provide an alternative Service as soon as reasonably practicable);

29.4 for withdrawal of a Service if the Landlord reasonably considers it is no longer appropriate; or

29.5 in respect of any act omission or negligence of any employee of the Landlord or other person providing or purporting to provide any service

30. EXCLUSIONS

The following are not to be included in the Service Charge:

- The cost of making good loss or damage by any Insured Risk
- The cost of making good damage caused by an act of terrorism whether or not this is an Insured Risk or by any other Uninsured Risk
- The cost of any works to the extent that money has been or may be recovered from third parties
- Any costs incurred by the Landlord in connection with any unlet or unoccupied units within the Building
- Any addition or improvement to the Building and any costs of providing and installing plant machinery and similar equipment on the Building except for the renewal or replacement of items beyond reasonable economic repair with items of an equivalent specification and capacity
- Any expenditure in respect of any part of the Building for which the Tenant or any other Tenant or occupier of any unit on the Building is wholly responsible
- All costs and expenses relating to the review of rents of the tenants of other units
- Grant of occupational licences or the grant of new leases in respect of the Building
- Variation and granting of consents in relation to and the accepting of surrenders of any lease of any other part of the Building.
- Any costs and expenses associated with the making good of any historic environmental contamination to any part of the Building that may have arisen prior to the date of this lease

31. THE SERVICE CHARGE

31.1 Where in this clause the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:

31.1.1 **Account Date**

31st December in each year or such other date in each year as the Landlord may reasonably stipulate

31.1.2 **Account Period**

The period from and excluding one Account Date up to and including the next Account Date

31.1.3 **Total Charge**

The total of all Service Costs during an Account Period net of any receipts from insurers, the Tenant or other occupiers of the Building or third parties (otherwise than by way of a service charge) which are reasonably properly applicable towards payment of such Service Costs

31.1.4 **Due Proportion**

A fair proportion as conclusively determined by a duly qualified surveyor or accountant on behalf of the Landlord but which in the absence of special circumstances will represent the proportion which the floor area of the Premises during the relevant Account Period bears to the total floor area of all Units at the Building during the relevant Account Period

31.1.5 **Service Charge**

The Due Proportion of Total Charge

31.1.6 **Estimated Service Charge**

Payment on account of Service Charge

31.1.7 **Account Statement**

31.1 A statement certified by a duly qualified surveyor or accountant (and in the absence of manifest error to be accepted by the Tenant as conclusive) showing: the Total Charge for the relevant Account Period; the Due Proportion; the Service Charge; details of all Estimated Service Charges received in respect of the relevant Account Period; and any balance of Service Charge due from the Tenant or refund due to the Tenant

31.2 The Tenant hereby covenants to pay to the Landlord by way of equal instalments in advance on each quarter day during the Term and proportionately for less than an Account Period (the first payment or proportionate payment to be made on the Possession Date) an annual Estimated Service Charge of such sum as the Landlord may reasonably demand having regard to actual and anticipated Service Costs (being the First Estimated Service Charge during the first Account Period of the Term)

31.3 As soon as practicable after an Account Date the Landlord shall submit to the Tenant an Account Statement for the Account Period ending on that Account Date and

31.3.1 if the Account Statement shows that a balance of Service Charge is due from the Tenant the Tenant shall pay such balance to the Landlord within fourteen days of receipt of the Account Statement

31.3.2 if the Account Statement shows that a refund is due to the Tenant such refund shall

during the Term be set off against future Service Charge payments and following the Determination Of the Term be set off against any other monies due from the Tenant to the Landlord and the balance (if any) paid to the Tenant

31.4 Where the Possession Date and the date of Determination Of The Term do not coincide with the beginning or end respectively of an Account Period the Service Charge for the initial and final partial Account Periods shall be that proportion of the Service Charge which relates to the period on and from the Possession Date or ending on the date of Determination Of The Term as the case may be apportioned on a daily basis according to the number of days in the whole of the relevant Account Period

31.5 The provisions of this Clause will survive the Determination Of The Term

PART SIX : LANDLORD'S COVENANTS

32. QUIET ENJOYMENT

The Landlord covenants with the Tenant from and including the Possession Date until the Determination Of The Term to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

PART SEVEN : RENT REVIEW

33. DEFINITIONS AND INTERPRETATION

33.1 Where in this part of the Lease the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:-

33.1.1 **Review Date**

11th January ~~2016~~ 2017

33.1.2 **Restrictions**

Restrictions imposed by an Authority which operate to impose any limitation in relation to the review of rent or the collection of any increase in rent

33.1.3 **Open Market Rent**

As defined in Clause 32

33.2 Time is not of the essence except where specified

34. REVIEW OF RENT

With effect from the Review Date the Rent shall be the amount payable (but for any abatement of Rent) immediately prior to the Review Date or (if greater) the Open Market Rent as agreed or determined under this part of the Lease

35. OPEN MARKET RENT

"Open Market Rent" means the yearly rent at which the Premises might reasonably be expected to be let at the Review Date by a willing landlord

35.1 assuming that:

35.1.1 the Premises are available to let as a whole to a willing tenant with vacant possession on the open market without a fine or premium under a lease for a term of equal length to **the Agreed Term** but commencing on the Review Date including provisions for review of rent with the same frequency as provided herein and otherwise on the same terms as the Lease (except as to the amount of the Rent)

35.1.2 the covenants and provisions of the Lease on the part of the Landlord and the Tenant have been fully performed and observed

35.1.3 the Premises may be used for the Permitted Use

35.1.4 if the Premises or the Building have been destroyed or damaged they have been fully restored

35.1.5 the Premises are available for immediate occupation and use

35.1.6 no work has been carried out to the Premises (unless by the Landlord or a superior landlord) which has diminished their rental value

35.1.7 that the rent is that that would become payable after the willing tenant has received the benefit of a rent free period rent concession or any other inducement of such length or amount as would be negotiated in the open market at the Review Date for the purpose only of covering any fitting out period

35.2 but disregarding:

35.2.1 any effect on rent of the fact that the Tenant, any undertenant or any of their respective predecessors in title have been in occupation of the Premises

35.2.2 any goodwill attached to the Premises by reason of the carrying on of the business of the Tenant, any undertenant or any of their predecessors in title

35.2.3 the taxable status of any Party for the purpose of VAT or any other tax

35.2.4 any effect on rent of the Restrictions

35.2.5 any adverse effect upon rent of any temporary works, operations or other activities on any adjoining or neighbouring property

35.2.6 any effect on rent attributable to any improvement to the Premises carried out not more than ten years before the Review Date with consent where required and otherwise than in pursuance of an obligation to the Landlord or its predecessors in title to the extent only that such improvement has been carried out without cost to the Landlord or its

predecessors in title and that such improvement was completed either during the Term or during any period of occupation prior to the commencement of the Term arising out of an agreement to grant the Lease

36. PROCEDURE

36.1 The Landlord may serve upon the Tenant notice during the period of nine months before or at any time after a Review Date requiring the Rent to be increased with effect from the Review Date or stating that the Rent is not to be increased

36.2 If the Landlord serves notice requiring the Rent to be increased ("Review Notice") the Landlord and the Tenant shall endeavour to agree the Open Market Rent as at the Review Date

36.3 If the Landlord and the Tenant do not agree the Open Market Rent within three months after service of a Review Notice or by the date three months before the Review Date (whichever is the later) either may by notice to the other require the Open Market Rent as at the Review Date to be determined by a Chartered Surveyor (in this Clause called "the Surveyor") having at least ten years' experience in assessing the rental value of premises similar to the Premises and acting as an expert in the manner hereinafter described

36.4 If the Landlord and the Tenant do not agree on the joint appointment of the Surveyor then the Surveyor shall be nominated on the joint application of the Landlord and the Tenant (or if either of them neglects to concur in such application then on the sole application of the other) by the President or other chief officer or acting chief officer for the time being of the Royal Institution of Chartered Surveyors

36.5.2 the Surveyor shall:-

36.5.2.1 act as an expert and not as an arbitrator and give notice in writing of his appointment to the Landlord and the Tenant inviting each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if desired by a statement of reasons; and

36.5.2.2 consider any valuation and reasons submitted to him within the said period but shall not be in any way limited or fettered thereby and shall determine the Open Market Rent in accordance with his own judgment and opinion

37.6 The Surveyor shall within three months of his appointment or within such extended period as the Landlord may agree give to the Landlord and the Tenant written notice of the amount of the Open Market Rent as determined by him together with the reasons for such determination but if he does not or if for any reason it becomes apparent that he will not be able to complete his duties in accordance with his appointment the Landlord and the Tenant may agree upon or either of them may apply for the appointment of another Surveyor (which procedure may be repeated as often as necessary) pursuant to the provisions of this Clause

38.7 The decision of the Surveyor shall be binding on each Party and the Surveyor's costs including those incidental to his appointment shall be borne by the Landlord and the Tenant in such manner as the Surveyor determines

39. DELAYED REVIEW

Where the Rent payable with effect from the Review Date is not ascertained prior to the Review Date the Tenant shall:

39.1 with effect from the Review Date pay an "Interim Rent" at the rate at which Rent was payable (ignoring any abatement) immediately prior to that Review Date; and

39.2 if the Rent when ascertained exceeds the Interim Rent then within seven days of the Rent being ascertained pay to the Landlord an amount equal to the aggregate of the sums by which each quarterly instalment of Rent would have exceeded each instalment of Interim Rent had the Rent been ascertained by the Review Date together with interest on each of those sums from the date it would have been due to the date of payment at four per cent below the Interest Rate

40. RESTRICTIONS

Where Restrictions are in force at the Review Date the Landlord may (whether or not Rent has been agreed or determined with effect from the Review Date) give notice to the Tenant at any time but not later than 28 days (in respect of which time is of the essence) after such Review Date postponing the Review Date until such later date as the Landlord may subsequently by not less than three month's prior notice specify and in that event the Rent payable immediately prior to the Review Date that is postponed shall (notwithstanding any review that may have taken place as at that Review Date) continue to be the Rent payable until increased upon review at the postponed or (as the case may be) a subsequent Review Date

41. MEMORANDA

Where Rent is increased with effect from the Review Date the Landlord and Tenant shall (at their own cost) sign memoranda thereof in such form as the Landlord may reasonably require for annexation to both the original and counterpart of the Lease

PART EIGHT : MISCELLANEOUS PROVISIONS

42. RECOVERY OF MONEY

In addition to any other remedy available to the Landlord all moneys due from the Tenant to the Landlord under the Lease may be recovered as if such moneys were reserved as Rent

43. USER

The Landlord does not warrant that the Premises may lawfully be used for any purpose authorised under the Lease

44. EASEMENTS

44.1 The Tenant is not entitled to and the Premises do not enjoy any right of light or air which might restrict or interfere with the free use of any other property for building or any other purpose

44.2 The operation of Section 62 of the Law of Property Act 1925 is excluded from the Lease and the only rights granted with the Premises are those expressly granted in the Lease

44.3 A person exercising any right of entry granted or reserved under the Lease in order to carry out works must:

44.3.1 give reasonable prior notice to the relevant Party (except in emergency);

44.3.2 exercise the right in a manner which causes as little damage and inconvenience as is practicable in the circumstances; and

44.3.3 make good any physical damage caused as soon as is reasonably practicable

45. COVENANTS

45.1 Nothing contained or implied in the Lease gives the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition relating to other property

45.2 Each covenant in the Lease by the Tenant remains in full force at law and in equity notwithstanding any waiver or release temporarily or permanently revocably or irrevocably given of any other covenant in the Lease or of any covenant affecting other property

46. LIABILITY

46.1 The Landlord is not responsible to the Tenant or to anyone in the Building with the Tenant's express or implied authority for any accident, injury, damage or loss

46.2 The Landlord is not responsible for any accident, injury, damage or loss resulting or alleged to result from the negligence, act or omission of any tenant, employee, officer or agent of the Landlord or of any other person in the Building

47. COMPENSATION

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

48. NOTICES

48.1 A notice by one party ("the sender") to another ("the recipient") is duly served if in writing and either delivered to the recipient or sent by registered or recorded delivery post addressed to the recipient at his address as stated in this deed or as from time to time notified to the sender

48.2 In this Clause "normal business hours" are 9.30 a.m. to 5.30 p.m. on a working day and a "working day" means any day except Saturday, Sunday or a bank or public holiday

49. EXISTING CONTAMINATION

It is acknowledged and agreed between the Landlord and the Tenant that:

49.1 The Tenant has no liability under any terms of this Lease in respect of:

49.1.1 The presence in on under or over the Premises of any Hazardous Materials or Waste on or prior to the date of this Lease or

49.1.2 The migration or escape onto the Premises of any Hazardous Materials or Waste from any adjoining or nearby Premises at any time whether before on or after the date of this Lease

49.2 Notwithstanding any other term of this Lease the Tenant will not be liable to remediate and will not be liable for any cost incurred by the Landlord in respect of any matters falling within clause 7

49.3 This acknowledgement is made in accordance with the relevant statutory guidance to exclude the Tenant and all persons deriving title through or under the Tenant from liability as an appropriate person to bear responsibility for any costs liability in respect of such matters

"Hazardous Material" means any substance whether in solid liquid or gaseous form which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance.
"Waste" is any discarded unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value.

PART NINE : FORFEITURE

50. RIGHT OF RE-ENTRY

The Landlord may at any time after the occurrence of any of the following events re-enter the Premises whereupon this demise shall absolutely determine (but without prejudice to any right of action of the Landlord in respect of any arrears of Rent or any antecedent breach of covenant):

51.1 if any Rent remains unpaid 21 days after it is due (whether formally demanded or not); or

51.2 if any covenant or stipulation in the Lease which is to be performed or observed by the Tenant is not performed or observed; or

51.3 if the Tenant (or any one party included within the definition of the Tenant) is a company and effects a return or reduction of capital or is struck off the Register of Companies; or

51.4 if the Tenant permits any execution or distress to be levied on any goods in the Premises; or

51.5 if the Tenant (or any one party included within the definition of the Tenant) becomes

Insolvent (as defined in Clause 45)

52. INSOLVENCY

"Insolvent" means for the purposes of this part of the Lease:

52.1 in relation to a company that:

52.1.1. it is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this Clause); or

52.1.2 a proposal is made for a voluntary arrangement under Part I of the Act; or

52.1.3 a petition is presented for an administration order under Part II of the Act; or

52.1.4 a receiver or manager is appointed whether under Part III of the Act (including an administrative receiver) or otherwise; or

52.1.5 it goes into liquidation as defined in Section 247 (2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction while solvent); or

52.1.6. a provisional liquidator is appointed under Section 135 of the Act; or

52.1.7. a proposal is made for a scheme of arrangement under Part 26 of the Companies Act 2006; and

52.2 in relation to an individual that:

52.2.1. an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Act; or

52.2.2. a bankruptcy petition is presented to the Court or his circumstances are such that a bankruptcy petition could be presented under Part IX of the Act; or

52.2.3. he enters into a deed of arrangement

PART TEN : GUARANTEE

53. INTRODUCTION

The parties agree and declare as follows:-

53.1 where a Guarantor is a party to the Lease the Guarantor covenants with the Landlord as set out in Clause 47

53.2 where a surety for an assignee is required pursuant to Clause 11.4.2.2 such surety shall covenant with the Landlord in the terms of Clause 47 as if it were the Guarantor under the Lease except that such guarantee will take effect only from the date of the relevant assignment and extend only to the obligations of the assignee

53.3 where a surety for an undertenant is required pursuant to Clause 11.8.2 such surety

shall covenant with the Landlord in the terms of Clause 47 as if it were the Guarantor under the Lease except that the guarantee will extend only to the obligations of the undertenant and its successors in title under the underlease and the provisions relating to disclaimer of the Lease will not apply

54. GUARANTOR'S COVENANT

The Guarantor covenants with the Landlord (for the benefit of the Landlord and of the person in whom from time to time the reversion immediately expectant upon the Determination Of The Term is vested without the need for any express assignment) that

54.1 during the period while the Tenant remains bound by the tenant covenants of the Lease and/or by any obligations of the Tenant undertaken pursuant to the covenant contained in Clause 11.4.2.1 of the Lease (such period in this Clause 47 being referred to as "the Tenant's Liability Period") the Tenant shall punctually pay the Rent and observe and perform the covenants and other provisions of the Lease and in case of default the Guarantor will pay the Rent and observe and perform the covenants and provisions in respect of which the Tenant is in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses thereby arising or incurred by the Landlord

54.2 the liability of the Guarantor under Clause 47.1 shall not be affected in any way by;

54.2.1 any neglect or forbearance of the Landlord in enforcing payment of Rent or observance or performance of the covenants and provisions of the Lease

54.2.2 any time or indulgence given to the Tenant by the Landlord

54.2.3 any refusal by the Landlord to accept Rent from the Tenant following a breach of covenant by the Tenant

54.2.4 any agreement with the Tenant, any licence or consent granted to the Tenant or any variation in the terms of the Lease

54.2.5 the death of the Tenant (if an individual) or the dissolution of the Tenant (if a company)

54.2.6 a surrender of part of the Premises except that the Guarantor will have no liability in relation to the surrendered part in respect of any period following the date of surrender

54.2.7 any other act matter or thing apart from the express release in writing of the Guarantor

54.3 if during the Tenant 's Liability Period the Tenant (being a company) enters into liquidation or (being an individual) becomes bankrupt and the liquidator or the trustee in bankruptcy disclaims the Lease the Guarantor shall upon written notice from the Landlord given within three months after the date of disclaimer accept a new lease of the Premises for a term equal to the residue then remaining unexpired of the Agreed Term at the Rent then payable under the Lease and otherwise subject to the same covenants and provisions as in the Lease (without however requiring any other person to act as guarantor) such new lease to take effect from the date of disclaimer and to be granted at the cost of the Guarantor who shall execute and deliver to the Landlord a

counterpart of it

54.4 if the Lease is disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease pursuant to Clause 47.3 the Guarantor shall pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the Rent (if higher) which would have been payable had the Lease not been disclaimed for the period commencing with the date of disclaimer and ending upon the date twelve months after the date of disclaimer or (if earlier) the date upon which the Premises are relet

55. TENANT'S GUARANTEE COVENANT

The Tenant covenants with the Landlord (for the benefit of the Landlord and of the person in whom from time to time the reversion immediately expectant upon the Determination Of The Term is vested without the need for any express assignment) that

55.1 during the period while the assignee of the Tenant ("the Assignee") remains bound by the tenant covenants of the Lease and/or by any obligations of the Assignee undertaken pursuant to the covenant contained in Clause 11.4.2.1 of the Lease (such period in this Clause 48 being referred to as "the Assignee's Liability Period") the Assignee shall punctually pay the Rent and observe and perform the covenants and other provisions of the Lease and in case of default the Tenant will pay the Rent and observe and perform the covenants and provisions in respect of which the Assignee is in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses thereby arising or incurred by the Landlord

55.2 the liability of the Tenant under Clause 48.1 shall not be affected in any way by:

55.2.1 any neglect or forbearance of the Landlord in enforcing payment of Rent or observance or performance of the covenants and provisions of the Lease

55.2.2 any time or indulgence given to the Assignee by the Landlord

55.2.3 any refusal by the Landlord to accept Rent from the Assignee following a beach of covenant by the Assignee

55.2.4 any agreement with the Assignee any licence or consent granted to the Assignee or any variation in the terms of the Lease

55.2.5 the death of the Assignee (if an individual) or the dissolution of the Assignee (if a company)

55.2.6 any other act matter or thing apart from the express release in writing of the Tenant

55.3 If during the Assignee's Liability Period the Assignee (being a company) enters into liquidation or (being an individual) becomes bankrupt and the liquidator or the trustee in bankruptcy disclaims the Lease the Tenant shall upon written notice from the Landlord given with six months after the date of disclaimer accept a new lease of the Premises for a term equal to the residue then remaining unexpired of the Agreed Term at the Rent then payable under the Lease and otherwise subject to the same covenants and provisions as in the Lease (without however requiring any other person to act as

guarantor) such new lease to take effect from the date of disclaimer and to be granted at the cost of the Tenant who shall execute and deliver to the Landlord a counterpart of it

PART ELEVEN: EARLY DETERMINATION

56. TENANT'S RIGHT TO DETERMINE

56.1 The Tenant may determine this Lease on 11th January ~~2016~~ 2017 by giving to the Landlord not less than six months written notice of its intention to determine and upon service of such a notice (subject to the provisions of this clause) this Lease and the Term shall on the expiry of such notice cease to be of further effect

56.2 If the Tenant duly serves a notice under this clause it shall procure that vacant possession of the Premises will be available on the date of expiry of the notice free of occupation by and of any estate or interest vested in the Tenant or any third party and this Lease shall not determine as a result of a notice by the Tenant if on the date of expiry of the notice it does not yield up the Premises with vacant possession in accordance with this clause 49.2

PROVIDED THAT if the Lease is determined the Landlord is to repay the Tenant on [11th January ~~2016~~ 2017] any part of the rent or service charge that has been paid by the Tenant in advance under the Lease that relates to the period after the Lease has determined

56.3 Time is of the essence of all dates and periods referred to in this clause.

56.4 The determination of this Lease and the Term pursuant to this clause 49 shall be without prejudice to any rights and remedies of the Landlord against the Tenant in respect of any breaches of covenant occurring before the determination.

THIS DEED remains undelivered until the date hereof

WE CERTIFY that there is no Agreement for Lease to which this Lease gives effect

FIRST SCHEDULE - RIGHTS

The Tenant and those deriving title through or otherwise authorised by the Tenant shall have the following rights during the Term (subject always to compliance with the Regulations):

1. at all times the right of access to and egress from the Premises on foot through the Common Parts and the right otherwise to use the Common Parts for the purposes for which they are intended

2. right to connect into and use (subject to the regulations of any appropriate Authority) Conduits for the supply of services and for drainage and such other Conduits as may from time to time be available for connection to individual Units

3. right to connect into and use such Facilities as may from time to time be available for connection to individual Units

4. right of support and protection for the Premises from the remainder of the Building

SECOND SCHEDULE - EXCEPTIONS AND RESERVATIONS

The following rights are excepted and reserved to the Landlord and the other tenants and occupiers of the Retained Property:

1. all rights of support and protection afforded by the Premises

2. right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit or Facility forming part of the Retained Property under in or passing through the Premises and the right to enter the Premises in order to inspect, clean, maintain, repair, renew, remove, divert or make connections with any Conduit or Facility or to install any new Conduit or Facility

3. all rights which the Tenant covenants to permit under part three of the Lease

4. The right to install air conditioning plant and equipment (the Plant) on the flat roof all which area is shown hatched green on Plan No 3 (the Flat Roof) in a location approved by the Tenant such approval not to be unreasonably withheld.

   The right to install pipes, cables and other conduits linking the Plant to the Retained Property along a route approved by the Tenant, such approval not to be unreasonably withheld.

   The right to enter and remain upon the Flat Roof for the purpose of carrying out repair, maintenance, renewal and reinstatement of the Plant.

   Provided that the Landlord shall:

   (a) Ensure that no nuisance, damage, annoyance or inconvenience is caused to the Tenant or to the other tenants or occupiers of the Retained Property or any adjoining or neighbouring premises in the exercise of the right.

   (b) Make good as soon as reasonably possible all damage caused in the exercise of the right to the reasonable satisfaction of the Tenant.

THIRD SCHEDULE - INCUMBRANCES

All matters referred to in the Property Register and Entries 1 to 3 in the Charges Register of Title Number EX 338333.

FOURTH SCHEDULE - REGULATIONS

1. No unnecessary obstruction must be caused in any part of the Common Parts

2. Refuse is to be kept in containers specifically approved by the Landlord and available for collection as and when specified from time to time by the Landlord

3. No sound amplification equipment shall be used in a manner which is audible outside the Premises

4. Due precautions shall be taken to avoid water freezing in Conduits within the Premises

5. Fire escape doors and corridors are not to be obstructed nor used except in emergency

6. The Premises are to be secured against intrusion when not in use

EXECUTED as a **DEED** by **SCOOBA INVESTMENTS LIMITED** acting by a Director and the Company Secretary or two Directors)

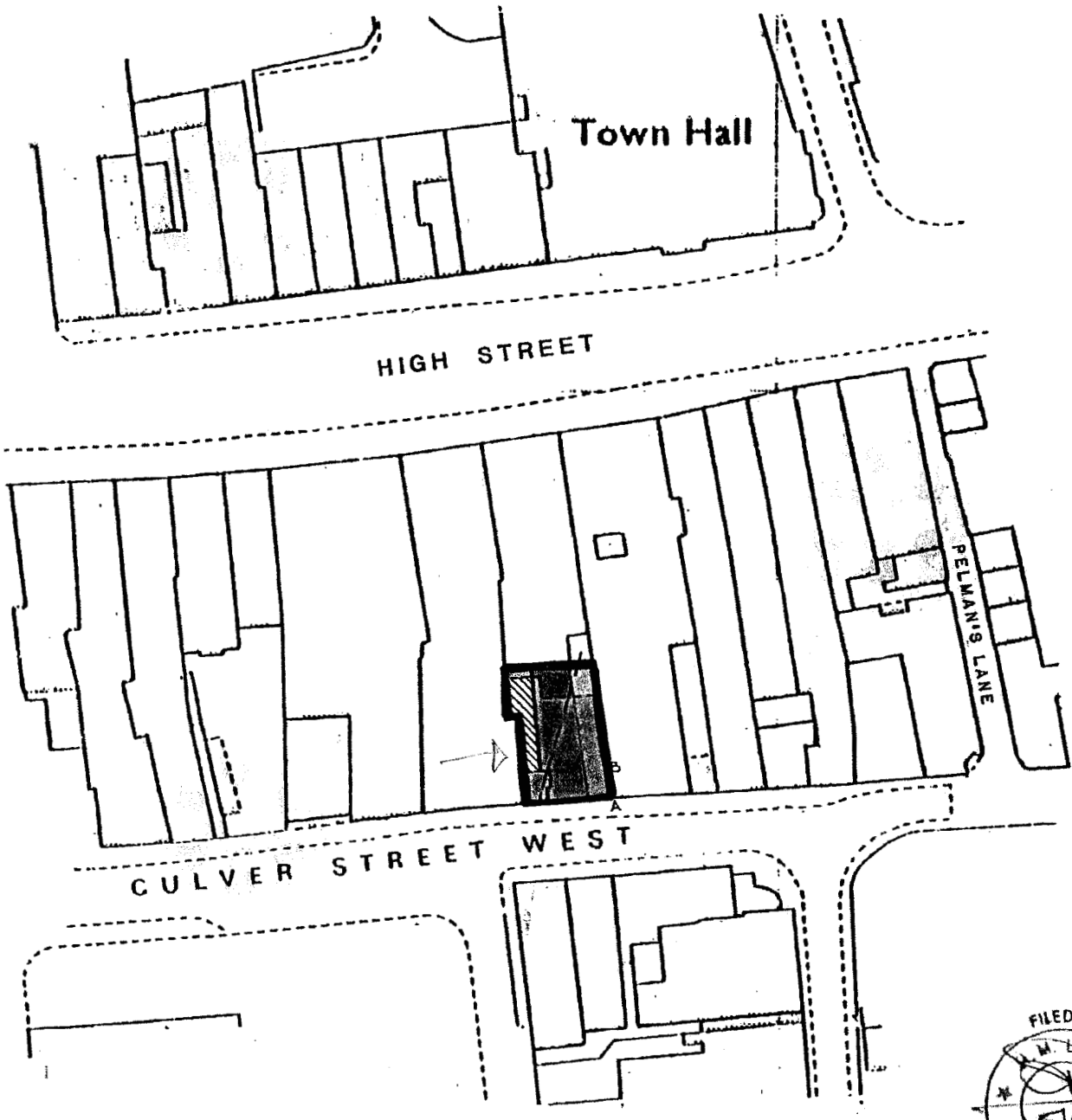
Director

Director/Secretary

SIGNED as a **DEED** by [Duncan Giles]) as attorney for and on behalf of **HSBC BANK PLC** in the presence of:)

Michael Smith-Keary
HSBC Bank plc
8 Canada Square
London E14 5HQ
Chartered Surveyor

H.M. LAND REGISTRY		TITLE NUMBER	
		EX338333	
ORDNANCE SURVEY PLAN REFERENCE	TL 9925	SECTION L	Scale 1/625
COUNTY ESSEX	DISTRICT COLCHESTER		© Crown copyright



FILED PLAN
H.M. LAND
5/91
REGISTRY

PLAN A

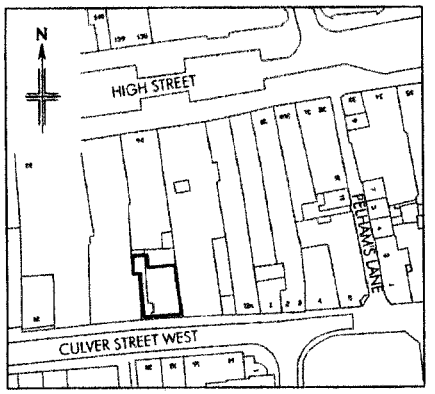
This official copy is incomplete without the preceding notes page.

Lease Plan

26 HIGH STREET

Colchester, Essex, CO1 1DQ

Second Floor



Location Plan

Scale 1:1250

Lease Demise

Notes:

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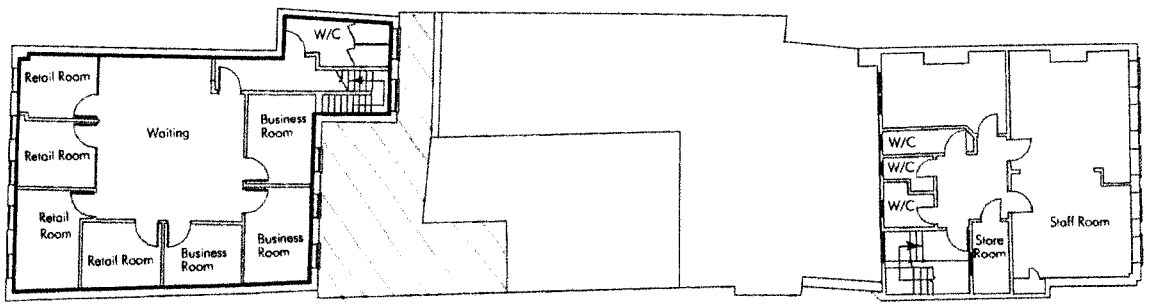
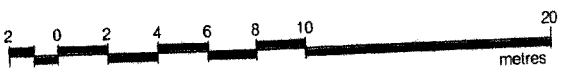


CULVER STREET WEST

HIGH STREET

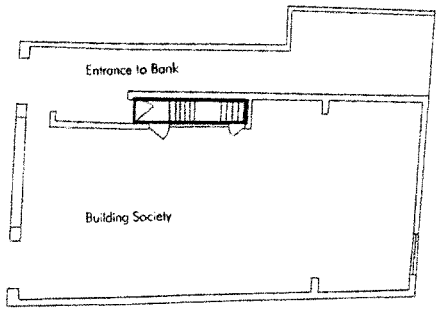


Plan No. 3

CBRE
CB RICHARD ELLIS

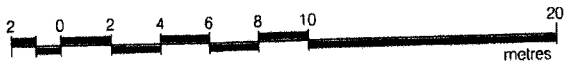
CB Richard Ellis Limited, St Martins Court, 10 Paternoster Row, London, EC4M 7HP
Switchboard: 0207 182 2000 Fax: 0207 182 3007
Web: www.cbre.com

Address:	26 High Street Colchester Essex CO1 1DQ
Drawing:	Second Floor Lease Plan
Date: 19/09/11	Project No. 304631
Scale: 1:200@A3	Alt. Scale:
Drawn: PH	Checked: AG
Dwg. No. 304631-6489-2	Rev. A



CULVER STREET WEST

HIGH STREET



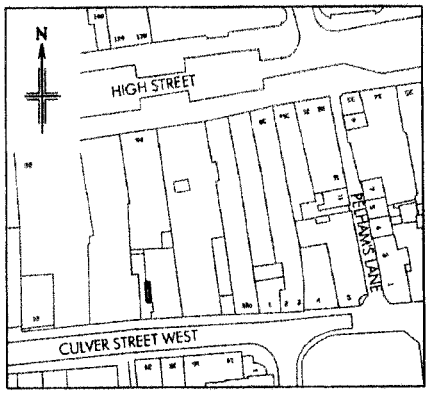
Plan No 2

Lease Plan

26 HIGH STREET

Colchester, Essex, CO1 1DQ

Ground Floor



Location Plan

Scale 1:1250

Lease Demise

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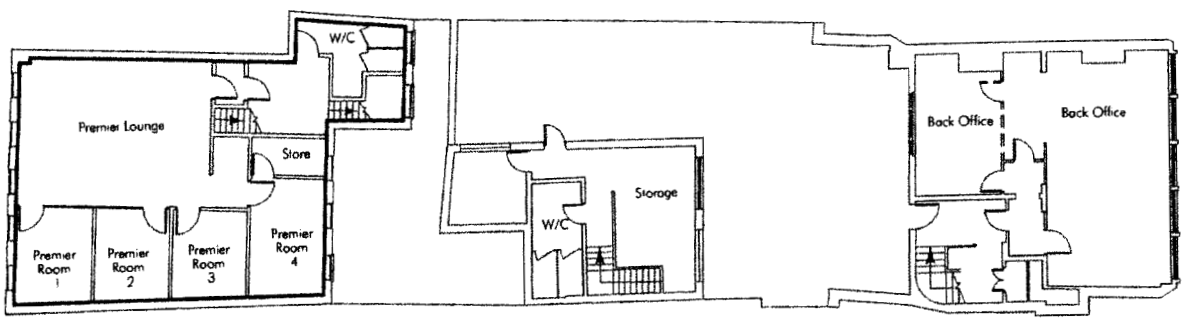
Address:	26 High Street Colchester Essex CO1 1DQ		
Drawing:	Ground Floor Lease Plan		
Date:	21/09/11	Project No.	304631
Scale:	1:200@A3	Alt. Scale:	
Drawn:	PH	Checked:	AG
Dwg. No.	304631-6489-0	Rev.	A

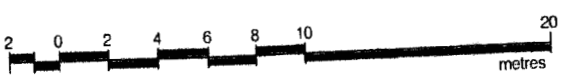
Lease Plan

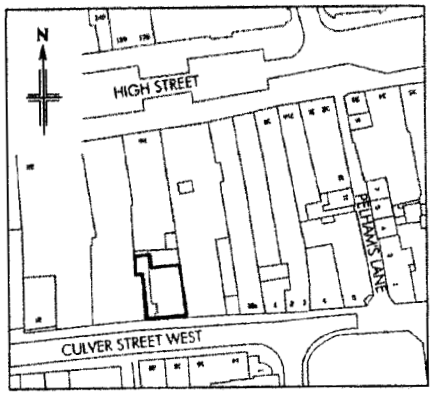
26 HIGH STREET

Colchester, Essex, CO1 1DQ

First Floor







Location Plan

Scale 1:1250

Lease Demise

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Address:	26 High Street Colchester Essex CO1 1DQ
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Date: 19/09/11	Project No. 304631
Scale: 1:200@A3	Alt. Scale:
Drawn: PH	Checked: AG
Dwg. No. 304631-6489-1	Rev. A

Plan No 1