

Dated 1st April 2016

ALAN JAMES SAITCH AND AVRIL JACQUELINE SAITCH (1)

BROOKER MOULDINGS LIMITED (2)

Lease

Relating to
Unit 4A
Vickers Business Centre
Priestley Road
Basingstoke
Hampshire
RG24 9NP

PRESCRIBED CLAUSES

LR1. Date of the lease	1 st April 2016
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> HP530444</p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<p>LR3. Parties to the Lease</p> <p><i>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.</i></p>	<p>Landlord Alan James Saitch and Avril Jacqueline Saitch of Vickers Business Centre Priestley Road Basingstoke Hampshire RG24 9NP</p> <p>Tenant Brooker Mouldings Limited (Company Number: 02228835) whose registered office is at 179B Pack Lane Basingstoke Hampshire RG22 5HW</p> <p>Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p>
<p>LR4. Property</p> <p><i>Insert a description of the land being leased</i> or <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>The Property is more fully described Schedule 1 of this Lease</p>

<p>LR5. Prescribed statements</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>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</p> <p>None</p> <p>LR5.2 This lease is made under, or be reference to, provisions of:</p> <p>Leasehold Reform Act 1967</p> <p>Housing Act 1985</p> <p>Housing Act 1988</p> <p>Housing Act 1996</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>From and including</p> <p>To and including</p> <p>OR</p> <p>The term as specified in this Lease at Clause 2.1</p> <p>OR</p> <p>The term is as follows:</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of the lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease does not contain a provision that prohibits or restricts dispositions</p> <p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>

<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements set out in Part 2 of Schedule 1 of this Lease</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements reserved in Part 3 of Schedule 1 of this Lease</p>
<p>LR12. Estate rent charge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge.</i></p>	<p>None</p>

<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</p> <p>None</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants-</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

TABLE OF CONTENTS

Definitions and Interpretation.....	1
Demise Rent and Covenant.....	5
Payments.....	5
Repair and decoration.....	6
Use.....	7
Alterations and Signs	7
Dealings with the Property	8
Statutory Requirements	9
Tenant's miscellaneous obligations.....	10
Costs.....	11
Landlord's Covenants	12
Insurance.....	12
Forfeiture	15
Miscellaneous	16
Agreement for Lease.....	17
SCHEDULE 1.....	18
Part 1.....	18
Part 2.....	19
Rights Granted.....	19
Part 3.....	19
Exceptions and Reservations.....	19
Part 4.....	20
SCHEDULE 2.....	21
Services	21

THIS LEASE made on 1st April 2016

- (1) **ALAN JAMES SAITCH AND AVRIL JACQUELINE SAITCH Trading as Vickers Business Centre** of Unit 1 Vickers Business Centre Priestley Road Basingstoke Hampshire RG24 9NP (**"the Landlord"**)
- (2) **Brooker Mouldings Limited** (Company No 02228835) whose registered office is at 179B Pack Lane Basingstoke Hampshire RG22 5HW (**"the Tenant"**)}

WITNESSES as follows:-

1 Definitions and Interpretation

- 1.1 In this Lease unless the context otherwise requires the following expressions shall have the following meanings:-

"Basic Rent" means from and including the 1st April 2016 the clear yearly rent of Thirty One Thousand and Five Hundred Pounds (£31,500.00) per annum including Service Charge & Rates exclusive as from time to time reviewed under Schedule 2 or otherwise altered

"Building" means the building and external areas shown for identification purposes edged green on Plan 1 and any and every part of that building and everything attached to it or used for its benefit

"Common Parts" means all parts of the Building and Estate from time to time provided for the common uses of more than one of the tenants or occupiers of the Building or Estate and their visitors including without limitation any of the following which fall within this definition: vehicular and pedestrian accesses passages stairways lifts fire escapes toilet facilities storage areas refuse collection and disposal areas and car parking areas but excluding all parts which are let or capable of being let to other occupiers

"Conduits" means sewers drains pipes wires cables ducts gutters fibres and any other medium for the passage or transmission of soil water gas electricity air smoke light information or other matters and includes where relevant ancillary equipment and structures

"Consents" means an approval permission authority licence or other relevant form of approval given by the Landlord and the Head Landlord in writing

"Estate" means the Landlord's Estate shown for the purpose of identification edged blue on Plan 1 and including any other areas which may from time to time form part of the Estate but excludes all buildings containing lettable areas on the estate other than the Building

"Group Company" means a company which is a member of the same group as the Tenant within the meaning of Section 42 of the Landlord and Tenant Act 1954

"Head Lease" means the Lease dated 8 November 1967 made between (1) The Mayor Aldermen and Burgesses of the Borough of Basingstoke and (2) Vickers Limited

"Insurance Charge" means the Percentage of the cost to the Landlord of effecting and maintaining the insurance policy or policies under clause 13 including where relevant the cost of assessing any insured amounts

"Insured Risks" means fire storm tempest lightning explosion riot civil commotion malicious damage impact flood bursting or overflowing of water tanks burst pipes discharge from sprinklers aircraft and other aerial devices or articles dropped from them (other than war risks) and such other risks as the Landlord may from time to time require to be covered

"Interest Rate" means four percent above the base lending rate from time to time of National Westminster Bank Plc or such other bank being a member of the Committee of London and Scottish bankers as the Landlord may from time to time nominate

"Landlord" includes the immediate reversioner to this Lease from time to time

"Lease" means this lease and includes where relevant any deed of variation licence Consent or other document supplemental to or associated with this Lease

"Percentage" means

- (1) in the case of the application of this definition to costs and expenses relating to the Building a fair proportion as conclusively determined by the Landlord but which in the absence of special circumstances will be substantially the same as the proportion which the net internal area of the Property bears to the net internal area of all other parts of the Building which are designed or intended for letting or exclusive occupation (except in connection with the management of the Building); and

(2) In the case of the application of this definition to costs and expenses relating to the Estate a fair proportion as conclusively determined by the Landlord but which in the absence of special circumstances will be substantially the same as the proportion which the net internal area of the Property bears to the net internal area of all other parts of the Estate which are designed or intended for letting or exclusive occupation (except in connection with the management of the Estate).

“Permitted Use” means as offices within Class B1 and for industrial use within Class B2 and as storage within Class B8 of the Town and Country Planning (Use Classes) Order 1987 and for no other purpose

“Plan 1” and “Plan 2” means the attached plans marked as such

“Property” means that part of the Building described in Part 1 of Schedule 1 and all additions and improvements made to it and references to the Property shall include reference to any part of them

“Rent” means all sums reserved as rent by this Lease

“Service Charge” has the meaning given in Schedule 2

“Services” means the services listed Schedule 2

“Tenant” includes its successors in title

“Term” means the term granted by this Lease

“Value Added Tax” includes any future tax of a like nature

1.2 In this Lease unless the context otherwise requires:-

1.2.1 words importing any gender include every gender

1.2.2 words importing the singular number only include the plural number and vice versa

1.2.3 words importing persons include firms companies and corporations and vice versa

- 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Lease
- 1.2.5 reference in any schedule to numbered paragraphs are references to the numbered paragraphs of that schedule
- 1.2.6 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation
- 1.2.7 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any undertenant of that party or by any employee servant agent invitee or licensee of that party or its undertenant
- 1.2.8 where the Landlord or the Tenant covenant to do something they shall be deemed to fulfil that obligation if they procure that it is done
- 1.2.9 the headings to the clauses and schedules and paragraphs shall not affect the interpretation
- 1.2.10 any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid
- 1.2.11 any references (whether specific or general) to any Act of Parliament or other legislation or decree include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Act of Parliament or other legislation or decree replaced by it or deriving validity from it
- 1.2.12 Any provisions referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Property and any head landlord where that consent is required but nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably
- 1.2.13 The expression "the head landlord" includes their successors in title and all superior landlords however remote

2 Demise Rent and Covenant

- 2.1 The Landlord demises the Property to the Tenant together with the rights set out in Part 2 of Schedule 1 and excepting and reserving to the Landlord the rights set out in Part 3 of Schedule 1 subject to the matters set out in Part 4 of Schedule 1 to hold them to the Tenant for a term of Five (5) years from and including the 1st April 2016 to and including the 31st March 2021 paying during the Term by way of Rent during the Term:
- 2.1.1 the Basic Rent including Service Charges and Rates which shall be paid quarterly in advance and proportionately for any part of a quarter by equal quarterly instalments in advance on the 1 January, 1 April, 1 July and 1 October the first payment to be made on the date hereof in respect of the period from the date hereof to the day preceding the next quarter day and
- 2.1.2 the Insurance Charge which shall be paid on demand and
- 2.1.3 the payment due from the Tenant in accordance with clause 3.6 of this Lease
- 2.1.4 any other sums which may become due from the Tenant to the Landlord under the provisions of this Lease
- 2.2 The Tenant covenants with the Landlord to observe and perform the covenants set out in clauses 3 to 11 (inclusive) and those on its part set out in clause 13
- 2.3 The Landlord covenants with the Tenant that whilst the reversion to this Lease is vested in it shall observe and perform the covenants set out in clause 12 and those on its part set out in clause 13

3 Payments

- 3.1 The Tenant shall pay the Rent at the times and in the manner required by this Lease to such address as the Landlord may from time to time require and without deduction or set-off whether legal or equitable
- 3.2 The Tenant shall pay the Basic Rent by banker's standing order or direct debit if required by the Landlord

- 3.3 If the Basic Rent or any part of it is not paid in clear funds on the date on which it is due or if any other part of the Rent is not paid within fourteen days after becoming due (whether or not demanded except where a demand is required by this Lease) the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by the Tenant on demand
- 3.4 The Tenant shall pay and discharge at the times when they become due all rates taxes charges duties assessments impositions and outgoings of any sort which are payable at any time during the Term whether by the owner or occupier relating to the Property including without limitation charges for electricity gas water sewerage telecommunications and other services rendered to or consumed at the Property
- 3.5 If at any time the Property are not separately assessed for any of the outgoings referred to in clause 3.4 the Tenant shall pay to the Landlord on demand a fair proportion of any assessment which includes the Property

4 Repair and decoration

- 4.1 The Tenant shall repair the Property and keep them in good and substantial repair and condition provided that the Tenant shall not be expected to put or keep the Property in any better state of repair and condition as is evidenced in the Photographic Schedule of Condition annexed hereto
- 4.2 The Tenant shall keep the Property painted or otherwise decorated to a high standard and shall redecorate in the three months preceding the end of the Term (however that occurs) save where they have been decorated within the preceding twelve months
- 4.3 If the Tenant is in breach of clauses 4.1 or 4.2 then in addition to any other rights which the Landlord may have:
- 4.3.1 the Landlord may serve on the Tenant written notice specifying the breach in question and
- 4.3.2 the Tenant shall as soon as practicable after receipt of that notice and in any event within two months (or sooner in emergency) commence and proceed with all due speed to remedy the breach and
- 4.3.3 If the Tenant fails to comply with clause 4.3.2 the Landlord may enter the Property and carry out the relevant work and all costs incurred by the Landlord in so doing shall be a debt from the Tenant to the Landlord

which the Tenant shall pay on demand with interest at the Interest Rate from the date of demand to the date of payment

- 4.4 At the end of the Term (however that occurs) the Tenant shall yield up the Property to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's covenants in this Lease

5 Use

- 5.1 The Tenant shall not use the Property for any purpose except the Permitted Use
- 5.2 The Tenant shall not use the Property for any purpose or activity which is illegal immoral noisy noxious dangerous or offensive or which may be or become a nuisance to or cause damage or annoyance to the Landlord or any other person or which might be harmful to the Property the Building or the Estate
- 5.3 The Tenant shall observe and perform all covenants in respect of the Property arising from the matters contained or referred to in the register of title number HP530444 so far as the same affect the Property and are still subsisting
- 5.4 The Tenant shall not use the Common Parts for storage purposes
- 5.5 The Tenant shall not use the car parking spaces which they are entitled to use for any purpose other than the parking of roadworthy vehicles and in no circumstances may they be used for storage

6 Alterations and Signs

- 6.1 The Tenant shall make no alteration addition or improvement to the Property or the Building whether structural or otherwise except as expressly permitted under Clause 6.2
- 6.2 The Tenant may carry out alterations additions and improvements to the Property which are wholly within the Property and which do not affect any part of the exterior or structure of the Building where:
- 6.2.1 the Tenant has submitted to the Landlord detailed plans and specifications showing the works and

- 6.2.2 the Tenant has given to the Landlord such covenants relating to the carrying out of the works as the Landlord may reasonably require and
- 6.2.3 the Tenant has obtained Consent to the works (which shall not be unreasonably withheld or delayed)
- 6.3 Immediately before the end of the Term (however that occurs) if and to the extent required upon reasonable written notice by the Landlord the Tenant shall reinstate all alterations additions or improvements made to the Property at any time during the Term and the Tenant shall make good any damage caused in complying with this clause and shall carry out all relevant works (including the making good of damage) to the reasonable satisfaction of the Landlord
- 6.4 The Tenant shall not fix or display in or on the Property any sign hoarding poster plate fascia or advertisement which can be seen from outside the Property without first obtaining Consent (which shall not be unreasonably withheld or delayed)

7 Dealings with the Property

- 7.1 Unless expressly permitted by a Consent granted under clause 7.2 the Tenant shall not assign underlet charge part with or share possession or occupation of all or any part of the Property nor hold the Property on trust for any other person
- 7.2 The Landlord shall not unreasonably withhold or delay Consent to an assignment of the whole of the Property but the Landlord and Tenant agree for the purposes of Section 19(1A) Landlord and Tenant Act 1927 and without limiting the Landlord's ability to withhold Consent where it is otherwise reasonable to do so or to impose other reasonable conditions that the Landlord may withhold that Consent unless the following conditions are satisfied
- 7.2.1 in the reasonable opinion of the Landlord the prospective assignee is of sufficient financial standing to enable it to comply with the Tenant's covenants in this Lease
- 7.2.2 the Tenant enters into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995 with the Landlord in such terms as the Landlord may reasonable require and
- 7.2.3 if the Landlord reasonably requires a guarantor or guarantors acceptable to the Landlord has guaranteed to the Landlord the due performance of

the prospective assignee's obligations in such terms as the Landlord may reasonably require and

- 7.2.4 any sum due from the Tenant to the Landlord under this Lease is paid and any other material breach of the Tenant's covenants in this Lease is remedied
- 7.3 Any Consent granted under this clause 7 shall (unless it expressly states otherwise) only be valid if the dealings to which it relates is completed within two months after the date of the Consent
- 7.4 Within fourteen days after any dealing with or transmission of the Property or any interest in it (whether or not specifically referred to in clause 7) the Tenant shall give to the Landlord's solicitors at that time notice in duplicate specifying the basic particulars of the matter in question and at the same time supply a certified copy of any instrument making or evidencing it and pay those solicitors a registration fee of £50 plus VAT

8 Statutory Requirements

- 8.1 The Tenant shall comply with all obligations relating to the Property or their use whether or not the obligations are imposed upon the Landlord the Tenant or the occupier of the Property from time to time created by any Act of Parliament or any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom or by any statutory public local or other authority or any court of law or government department or any of their duly authorised officers
- 8.2 Where the Tenant receives any statutory local or other authority or any court of law or government department or any of their duly authorised officers any formal notice relating to the Property or the Building it shall immediately send a copy to the Landlord and if requested by the Landlord make a join in making such objections representations or appeals in respect of it as the Landlord may reasonably require providing that the same is not detrimental to the Tenant's business
- 8.3 Before doing anything at the Property which requires planning permission (and whether or not the Landlord shall have issued its Consent to that thing under the other provisions of this Lease) the Tenant shall:-
 - 8.3.1 obtain the planning permission necessary for the purpose and

8.3.2 produce a copy of the planning permission to the Landlord and

8.3.3 obtain the approval of the Landlord (which shall not be unreasonably withheld) to the planning permission and the implementation of it

PROVIDED that the Tenant shall not without Consent (which shall not be unreasonably withheld or delayed) make or alter any application for planning permission

9 Tenant's miscellaneous obligations

9.1 The Tenant shall not use the Conduits serving the Property:-

9.1.1 for any purpose other than that for which they are designed or

9.1.2 so as to exceed the capacity for which they are designed

9.2 The Tenant will keep clean and free from obstruction all Conduits in the Property

9.3 The Tenant shall not overload any part of the Property or the Building

9.4 The Tenant shall not install in the Property any machinery other than normal light and quiet machinery and shall keep all such machinery in good condition

9.5 The Tenant shall maintain to the reasonable satisfaction of the Landlord and to the satisfaction of the insurers of the Property adequate fire prevention apparatus upon the Property and shall from time to time remove from the Property all waste and inflammable material as quickly as possible

9.6 The Tenant shall keep the Property locked or otherwise secured when not in use

9.7 The Tenant shall preserve all easements and rights currently enjoyed by the Property and in particular (without limitation) will not obstruct any of the windows of the Property

9.8 The Tenant shall not do or omit to do anything whereby any right of prescription may arise against the Landlord

9.9 Upon reasonable prior written notice (except in emergency when no notice need be given) the Tenant shall permit the Landlord and those authorised by it at all times to enter (and remain unobstructed on) the Property for the purpose of:-

- 9.9.1 exercising the rights reserved by this Lease or
- 9.9.2 inspecting the Property for any purpose or
- 9.9.3 making surveys or drawings of the Property or the Building or
- 9.9.4 complying with the Landlord's obligations under this Lease or with any other obligation of the Landlord or
- 9.9.5 erecting a notice board stating that the Property or the Building or are to let or for sale (which the Tenant shall not remove interfere with or obscure) providing that the same causes as little interference to the Tenant's business as is reasonably practicable
- 9.9.6 carrying out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do

10 Costs

- 10.1 The Tenant shall pay to the Landlord on demand on a full indemnity basis all costs expenses losses and liabilities incurred by the Landlord as a result of or in connection with:-
 - 10.1.1 any breach by the Tenant of any of its covenants or obligations in this Lease and/or the enforcement or attempted enforcement of those covenants and obligations by the Landlord
 - 10.1.2 any application for Consent under this Lease whether or not that Consent is refused or the application is withdrawn
 - 10.1.3 the preparation and service of any notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
 - 10.1.4 the preparation and service of any notice under clause 4.3 or any schedule of dilapidations served during the Term or after the end of the Term (however that occurs)

11 Head Lease

The Tenant must observe and perform the covenants and conditions on the part of the tenant contained in the Head Lease so far as they relate to the Premises other than payment of the rent reserved thereby and to indemnify the Landlord from and against any actions proceedings claims damages costs expenses or losses arising from any breach non-observance or non-performance of such covenants and conditions

12 Landlord's Covenants

12.1 If the Tenant observes and performs the Tenant's covenants and obligations in this Lease the Tenant may peaceably hold and enjoy the Property during the Term without any lawful interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord

13 Insurance

13.1 The Landlord shall effect and maintain the following insurances in respect of the Building and Estate:-

13.1.1 Insurance against damage or destruction by the Insured Risks in a sum equal to the Landlord's estimate from time to time of the full reinstatement cost of the Building including:

13.1.2 the cost of demolition shoring up and site clearance

13.1.3 all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement

13.1.4 Value Added Tax on those amounts to the extent applicable

13.2 Third party and public liability insurance

13.2.1 insurance against liability under the Defective Property Act 1972

13.2.2 the Landlord may but shall not be obliged to insure against loss of Basic Rent or other income from the Building for a period of five years

13.3 The Landlord shall not be obliged to insure under clause 13.1 if and to the extent that:-

- 13.3.1 insurance is not available in the London insurance market or
 - 13.3.2 any excess exclusion or limitation is imposed by the insurers of the Building or Estate applies or
 - 13.3.3 the insurance policies maintained by the Landlord on the Building or Estate have become void or voidable by reason of any act neglect or default of the Tenant or any undertenant or any employee servant agent licensee invitee of any of them.
- 13.4 If the Building is destroyed or damaged by the Insured Risk then the Landlord will with all reasonable speed seek all necessary consents required to reinstate the Building and if these are obtained shall apply any of the insurance monies received under the insurance policy maintained under clause 13.1 in reinstating the Building with all reasonable speed
- 13.5 The Tenant shall:-
- 13.5.1 not do or fail to do anything which shall or may cause any of the insurance policies maintained under this clause 13 to be void or voidable
 - 13.5.2 not insure or maintain insurance of the Property against any of the Insured Risks
 - 13.5.3 notify the Landlord of the incidence of any Insured Risk or any other matter which ought reasonably to be notified to the insurers of the Building or Estate
 - 13.5.4 pay on demand the whole of any increase in any premium arising from a breach of clause 13.5.1
 - 13.5.5 comply with all the conditions of the insurance policies maintained under this clause 13 and all requirements of the insurers of the Building
- 13.6 If the Building is damaged or destroyed by any of the Insured Risks such that the Property is unfit for occupation and use then (unless clause 13.7 applies) the Basic Rent or a fair proportion of it according to the nature and extent of the damage in question shall be suspended until the earlier of the date on which the Property are again fit for occupation and use or the date upon which the loss of rent insurance

which may be affected under clause 13.2 would cease to be payable (whether or not the Landlord has insured against loss of rent)

- 13.7 If the insurance money under any of the insurance policies maintained under this clause 13 is wholly or partially irrecoverable by reason of any act neglect or default of the Tenant or any undertenant or any predecessor in title of either of them or any employee servant agent licensee or invitee of any them then the Tenant will pay to the Landlord the irrecoverable amount
- 13.8 Whenever the Property is unfit for occupation and use following damage by any of the Insured Risks and remain unfit for occupation and use three years after the damage occurred either party may for so long as the Property remains unfit at any time within six months of the expiry of that five year period serve notice on the other referring to this clause whereupon this Lease will immediately come to an end but without prejudice to any right of action of either party in respect of any breach of this Lease by the other
- 13.9 Any dispute under clauses 13.6 or 13.7 shall be determined by a sole arbitrator to be agreed upon by the Landlord and the Tenant or in default of agreement to be nominated at the request of either of them or both of them jointly be the President from time to time of the Royal Institution of Chartered Surveyors or any person authorised at the relevant time to act on his behalf in accordance with the Arbitration Act 1996

14 Forfeiture

14.1 Without prejudice to any other rights of the Landlord if:-

- 14.1.1 the whole or part of the Rent remains unpaid for twenty-one days after becoming due (whether demanded or not) or
- 14.1.2 any of the Tenant's covenants in this Lease are not performed or observed or
- 14.1.3 the Tenant:
- 14.1.3.1 proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors or
- 14.1.3.2 is the subject of any judgment or order made against it which is not complied with within seven days or is the subject of

any execution distress sequestration or other process levied upon or enforced against any part of its undertaking property assets or revenue or

14.1.3.3 being a company either:-

14.1.3.3.1 is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company;

14.1.3.3.2 or an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

14.1.3.4 being an individual either:-

14.1.3.4.1 is the subject of a bankruptcy petition or bankruptcy order;

14.1.3.4.2 or is the subject of an application or order or appointment under section 253 or section 286 Insolvency Act 1986

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Property whereupon this Lease shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease

15 Miscellaneous

15.1 Except to the extent that compensation may be payable by law notwithstanding any agreement to the contrary the Tenant shall not be entitled to any compensation under any statute at the end of the Term (howsoever that occurs) or you leaving the Property

- 15.2 Nothing in this Lease shall imply or warrant that the Property may lawfully be used for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Landlord
- 15.3 The Tenant shall not be or become entitled to any easement right quasi-easement or quasi right save as expressly set out in Schedule 1
- 15.4 Section 196 Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices which may need to be served under this Lease
- 15.5 This Lease is a Deed
- 15.6 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995
- 15.7 It is not intended that any third party has the right to enforce a provision of this Lease under the Contracts (Rights of Third Parties) Act 1999

16 Sections 24-28 Landlord and Tenant Act 1954

The parties to this Lease confirm that:

- 16.1 The Landlord served a notice dated 1st April 2016
on the Tenant in the form required by section 38A (3)(a) of the Landlord and Tenant Act 1954 ("the Act") which applies to the tenancy to be created by this Lease
- 16.2 The Tenant made a statutory declaration dated 1st April 2016 in
accordance with the requirements of section 38A(3)(b) of the Act
- 16.3 The parties agree that the provisions of Sections 24 to 28 (inclusive) of the Act are excluded in relation to the tenancy created by the Lease

17 Agreement for Lease

This Lease is not entered into pursuant to an Agreement for Lease

IN WITNESS of which each party has duly executed this Lease as a Deed the date first before written

SCHEDULE 1
THE PROPERTY
Part 1

The Property known as Unit 4A Vickers Business Centre Priestley Road Basingstoke Hampshire shown edged red on Plan 2 and which extends from the upper side of the floor slab immediately below those areas to the underside of the floor or roof slab immediately above that area excluding:

- 1 the walls bounding those areas other than those walls (if any) indicated as party walls on the Plans and
- 2 all load-bearing walls and pillars within those areas
- 3 all structural floor slabs within those areas and
- 4 all Conduits and plant within those areas which do not serve the area exclusively but including:-
- 5 the plaster and other finishes on the inner sides of the walls bounding that area and on all faces of all load-bearing walls and pillars wholly within that area and
- 6 all ceilings and other finishes applied to the floor or roof slab immediately above that area and to any floor slab within that area and all floors floor screeds and other finishes applies to the floor slab immediately below that area and to any floor slab within that area and
- 7 all doors windows and roof lights of that area together with the frames glass and furniture of them and
- 8 the whole of all non-load-bearing walls or partitions wholly within that area and
- 9 one half in thickness of all walls (if any) bounding that area and indicated as party walls on the Plans and
- 10 all Conduits and plant within that area and which serve that area exclusively

Part 2

Rights Granted

The right in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled for the Tenant

- 1 to connect to and use all Conduits from time to time serving the Property
- 2 to use the Common Parts for the purpose for which they are designed
- 3 of support and protection for the Property from the remainder of the Building
- 4 to park cars in the designated parking areas
- 5 to maintain a sign board stating the Tenant's name and business in the Landlord's standard size and form or such other size and form first approved by the Landlord (acting reasonably) in writing on a board to be provided by the Landlord at the entrance to or within the reception of the Building

Part 3

Exceptions and Reservations

The Landlord reserves for the benefit of the Landlord and anyone else who is or becomes entitled to exercise them and anyone authorised by the Landlord the following rights:-

- 1 To connect to and use all Conduits within or forming part of the Property
- 2 Upon reasonable prior written notice to the Tenant (except in emergency when no notice need be given) to enter and remain on the Property with or without tools appliances and materials for the purpose of:-
 - 2.1 installing inspecting repairing renewing reinstating cleaning maintaining removing or connecting up to any Conduits or
 - 2.2 inspecting cleaning altering repairing maintaining renewing or rebuilding the Building or any adjoining or adjacent Property or any other thing used in common or
 - 2.3 carrying out Works under clause 4.3 or
 - 2.4 complying with the Landlord's obligations under this Lease or with any other obligation of the Landlord

the person so entering causing as little damage and inconvenience as reasonably possible and making good at its expense any damage caused to the Property by such entry

Part 4

- 1 All easements rights covenants and other matters affecting the Property
- 2 The matters contained or referred to in register entries of title number HP530444

SCHEDULE 2

Services

The Services are:-

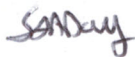
- 1 the repair decoration inspection testing maintenance and renewal of the Common Parts of the Conduits the foundations roof exterior and structure of the Building (except where part of the Property) and any external areas of the Building
- 2 the cleaning of the Common Parts and the exterior of the Building including the exterior of all windows
- 3 the provision of lighting to the Common Parts when required
- 4 the provision of heating to the Building and Common Parts when required
- 5 the provision of hot and cold water to any hot or cold taps in the Common Parts
- 6 the provision of towels soap and other requisites to any toilets in the Common Parts
- 7 the provision of all proper equipment to any kitchen in the Common Parts
- 8 the provision and operation in the Common Parts of fire prevention fire fighting and fire alarm equipment and signs
- 9 the provision of any other services which the Landlord from time to time reasonably considers appropriate having regard to the principles of good estate management

SIGNED AS A DEED by **ALAN JAMES SAITCH**
in the presence of:-



Witness Signature

Name



Address


STUART DAY

Occupation

30 MORRAN LE FAY DRIVE, CHANDLER FORD, EASTREIGH, HAMPSHIRE, SO53 4JG

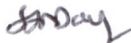
ACCOUNTANT

SIGNED AS A DEED by **AVRIL JACQUELINE SAITCH**
in the presence of:-



Witness Signature

Name



Address

STUART DAY

Occupation

30 MORRAN LE FAY DRIVE, CHANDLER FORD, EASTREIGH, HAMPSHIRE, SO53 4JG

ACCOUNTANT.

EXECUTED AS A DEED by **BROOKER**
MOULDINGS LIMITED acting by two Directors
or a Director and Company Secretary:

Director:



Director/Company Secretary:

