

DATED

18 June

2014

**STATUTORY DECLARATION**

OF

**MARK LAING**

AS TO USE RELATING TO

ST LUKE'S HALL, 120 FORTUNE GREEN ROAD, NW6 1DN

I, Mark Laing, of Hegelians Barn, Little Green, Burgate, Diss, Norfolk, IP22 1QQ do solemnly and sincerely declare that:

1. I am the owner and Managing Director of Indusfoto and Greywolf, both of which have their registered office at St Luke's Hall, 120 Fortune Green Road, NW6 1DN. My company provides photographic imagery, retouching and design options to companies such as Honda Power Equipment, Neilson Active Holidays and Cunard. We create the photographs, retouch them and design the print/online options.
2. My company has occupied the entirety of St Luke's Hall as its sole office since 23 October 2012. The company has a five year lease with a two and a half year break clause. I can confirm that the lease dated 23 October 2012 now produced to me and marked Exhibit A is an accurate copy of the current lease.
3. During this time St Luke Hall has been occupied in the following ways:
  - Visits to Greywolf are by appointment only. There is no access for the general public.
  - The 1st floor is used for administration. My office and conference table are here and we hold team meetings and meetings with existing and potential clients on this floor. The bookkeeper has her desk here and there are two work stations for designers. Exhibits B to E, produced to me now, are photographs showing how the first floor has been laid out whilst Greywolf has occupied the building.
  - The ground floor is where the retouching and the rest of the design is created. There are four work stations and a storage facility for office supplies. The photographs produced to me now Exhibits F to I are a fair representation of how the ground floor has been laid out whilst Greywolf has occupied the building.
  - Greywolf has typically employed seven employees, three of whom are full time employees and with the remaining working on a freelance basis depending on specific projects.
4. I confirm that the plans prepared by architects dMFK produced to me now and marked Exhibit J are an accurate representation of the existing building and the way the premises have been laid out and occupied since 23 October 2012.

DECLARED at )  
673 Finchley Road )  
London NW2 2JP )  
In the County of Greater London )  
This 18 day of June 2014 )

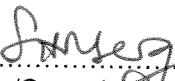
Mah A Peng

*James*

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP

## Exhibit A

This is the exhibit A referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

  
.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP

DATED

*23rd October*

2012

**LEASE**

St Lukes Hall, 120 Fortune Green Road,  
West Hampstead, London NW6 1DN

between

**KELVIN STERLE MURRAY**

and

**INDUSFOTO LIMITED**

WALKER TOMASZEWSKI  
79 Gloucester Avenue  
Primrose Hill  
London NW1 8LB

## CONTENTS

### CLAUSE

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

THIS LEASE is dated

23rd October 2012

**PARTIES**

- (1) **KELVIN STERLE MURRAY** of 68 Ramillies Road, London W4 1JA (**Landlord**).
- (2) **INDUSFOTO LIMITED**, incorporated and registered in England and Wales with company number 3469143 whose registered office is at College House, 17 King Edwards Road, Ruislip, Middlesex HA4 7AE (**Tenant**).

**AGREED TERMS**

**1. INTERPRETATION**

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

**Act of Insolvency:**

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively)

subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

**Annual Rent:** rent at an initial rate of £35,000.00 per annum.

**Contractual Term:** a term of 5 years beginning on, and including the date of this lease and ending on, and including *22 October* 2017.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007.

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

**Energy Performance Certificate:** a certificate which complies with regulation 11(1) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or regulation 29 of the Building Regulations 2010.

**Insurance Rent:** the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
- (b) loss of Annual Rent of the Property for three years, and
- (c) any insurance premium tax payable on the above.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

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

**LTA 1954:** Landlord and Tenant Act 1954.

**Permitted Use:** offices within Use Class B1(a) of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

**Property:** the land and building at St Lukes Hall, 120 Fortune Green Road, West Hampstead, London NW6 1DN as shown edged in red on the title plan to Title Number NGL15908.

**Recommendation Report:** the recommendation report required by regulation 10 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales)



Regulations 2007, including a report issued by an Energy Assessor for the purposes of regulation 29(5) of the Building Regulations 2010 or regulation 20(1) of the Building (Approved Inspectors etc.) Regulations 2010 (*SI 2010/2215*).

**Rent Commencement Date:** the date hereof.

**Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December.

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

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

**Schedule of Condition:** the schedule signed by the parties annexed to this lease and marked "Schedule of Condition".

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register of title number NGL15908.

**Uninsured Risks:** any risk which is either (a) not listed in the definition of Insured Risks or (b) is listed in the definition of Insured Risks but which has not been insured by the Landlord because insurance is not available or is not available in the London insurance market on reasonable terms but this definition shall not include any risk which is either uninsured or not fully insured due to the application of an exclusion, limitation, condition or excess imposed by the Landlord's insurer.

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

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 36.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 36.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include faxes or email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

**2. GRANT**

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
  - (b) the Insurance Rent;
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.

**3. ANCILLARY RIGHTS**

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

**4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
  - (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 10 years from the commencement of the Contractual Term;
  - (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
  - (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations; and
  - (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations.

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for

the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

- 4.2 The Landlord reserves the right to enter the Property:
- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
  - (b) for any other purpose mentioned in or connected with:
    - (i) this lease, including for the purpose of remedying the defects or carrying out the work referred to in the Schedule of Condition;
    - (ii) the Reservations; and
    - (iii) the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.5 Subject to clause 4.6 no party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
- (a) physical damage to the Property; or
  - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
- 4.6 In exercising the rights excepted and reserved from this Lease to the Landlord the Landlord must notwithstanding any provision to the contrary herein:
- (a) use reasonable endeavours to cause and ensure that those exercising such rights on its behalf cause as little damage as is reasonably practicable to the Property and as little physical disturbance and inconvenience as possible to the Tenant and occupiers of the Property;
  - (b) make good (at its own sole cost and expense) any physical damage caused to the Property by the Landlord or its agents or workmen in the exercise of such right;

**5. THIRD PARTY RIGHTS**

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

**6. THE ANNUAL RENT**

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

**7. INSURANCE**

- 7.1 Subject to clause 7.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 7.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
  - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 7.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent;
  - (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
  - (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

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

7.4 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 7.7.

7.6 If the Property is damaged or destroyed by an Insured Risk or Uninsured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the

Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

- 7.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

## **8. RATES AND TAXES**

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- 8.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## **9. UTILITIES**

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

- 9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

**10. COMMON ITEMS**

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

**11. VAT**

- 11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

- 11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

**12. DEFAULT INTEREST AND INTEREST**

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.



**13. COSTS**

13.1 The Tenant shall pay the proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted .

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

**14. COMPENSATION ON VACATING**

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

**15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

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

**16. ASSIGNMENTS**

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

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

16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment

subject to a condition that the assignor enters into an authorised guarantee agreement which:

- (a) is in respect of all the tenant covenants of this lease.
- (b) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995.
- (c) imposes principal debtor liability on the assignor.
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term.
- (e) is otherwise in a form reasonably required by the Landlord.

16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

- (a) the Annual Rent or any other money due under this lease is outstanding or there has been a breach of covenant by the Tenant that has not been remedied;
- (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in the lease; or
- (c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

16.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

#### 17. UNDERLETTINGS

The Tenant shall not underlet the whole or any part of the Property.

#### 18. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

19. **CHARGING**

19.1 The Tenant shall not charge the whole or part of this lease.

20. **PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person.

21. **REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

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

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the making of any other arrangement for the occupation of the Property.

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

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors;
- (c) pay the Landlord's solicitors a registration fee of £30 (plus VAT); and
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

21.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

22. **REPAIRS**

22.1 Subject to clause 22.2 the Tenant shall keep the Property clean and tidy and in good repair and condition.

22.2 Tenant shall not be required to put those parts of the exterior of the Property into any better state of repair or condition than they was in at the date of this lease as evidenced by the Schedule of Condition unless the Landlord at its cost and expense and in a good and workmanlike manner remedies the defects or carries out and completes the work identified in the Schedule of Condition.

22.3 After each defect identified in the Schedule of Condition has been remedied by the Landlord it will be subject to the Tenant's obligation in clause 22.1 but without qualification.

22.4 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or an Uninsured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them.

### **23. DECORATION**

23.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

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

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

### **24. ALTERATIONS**

24.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

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

24.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

24.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

**25. SIGNS**

- 25.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 25.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld.
- 25.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 25.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

**26. RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 26.2 No later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 26.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

**27. USE**

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 27.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 27.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

**28. COMPLIANCE WITH LAWS**

- 28.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use of all Service Media and machinery and equipment at or serving the Property;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed from the Property.
- 28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 28.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 28.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.
- 28.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

- 28.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 28.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 28.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 29.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 29.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately give notice to the Landlord; and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 29.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 29.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 29.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**30. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

- 30.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 30.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 30.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 33.

**31. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

**32. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**33. RE-ENTRY AND FORFEITURE**

- 33.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
  - (b) any breach of any condition of, or tenant covenant, in this lease;
  - (c) an Act of Insolvency.



- 33.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

**34. LIABILITY**

- 34.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.
- 34.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 34.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

**35. ENTIRE AGREEMENT**

- 35.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to subject matter.
- 35.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that Walker Tomaszewski of 79 Gloucester Avenue, Primrose Hill, London NW1 8LB has given to any written enquiries raised by Grant Argent of 59/61 Cricklewood Broadway, London NW2 3JX before the date of this lease.
- 35.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 35.4 Nothing in this clause shall limit or exclude any liability for fraud.

**36. NOTICES, CONSENTS AND APPROVALS**

- 36.1 A notice given under or in connection with this lease shall be:

- (a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;
  - (b) given:
    - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
    - (ii) by fax to the party's main fax number.
- 36.2 If a notice is given in accordance with clause 36.1, it shall be deemed to have been received:
  - (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
  - (c) if sent by fax, at 9.00 am on the next working day after transmission.
- 36.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 36.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 36.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
  - (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
  - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

- 36.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
  - (a) the approval is being given in a case of emergency; or
  - (b) this lease expressly states that the approval need not be in writing.
- 36.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party

has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

**37. GOVERNING LAW AND JURISDICTION**

37.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

**38. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

38.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, a certified copy of which notice is annexed to this lease;
- (b) MARK LAING who was duly authorised by the Tenant to do so made a statutory declaration dated *19 October* 2012 in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and
- (c) there is no agreement for lease to which this lease gives effect.

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

**39. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

**40. LANDLORD AND TENANT (COVENANTS) ACT 1995**

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

FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE  
NOT TO APPLY TO A BUSINESS TENANCY

To:

INDUSFOTO LIMITED whose registered office is 17 King Edwards Road,

Ruislip, Middlesex HA4 7AE

[Name and address of tenant]

From:

KELVIN STERLE MURRAY of 68 Ramillies Road, London W4 1JA

[name and address of landlord]

*We certify this copy  
to be a true copy  
of the original  
Walter Tomaszewski  
Solicitor  
23.10.2012*

**IMPORTANT NOTICE**

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

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

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

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

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

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

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

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

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

(name of declarant) I **MARK LAING** of Flat 2, 7 Weech Road,  
London NW6 1DL

(address) do solemnly and sincerely declare that -

**1. INDUSFOTO LIMITED**

(name of tenant) propose(s) to enter into a tenancy of  
premises at St Lukes Hall, 120 Fortune Green Road, West Hampstead,  
London NW6 1DN

(address of premises) for a term of 5 years commencing on the date of the lease

2. The tenant propose(s) to enter into an agreement with **Kelvin Sterle Murray**  
(name of landlord) that the provisions of sections 24 to 28 of the Landlord and Tenant  
Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

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

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

5. (as appropriate) I am duly authorised by the tenant to make this declaration.

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

*Walter Tamaszewski*

*Solicitor*

*23-10-2012*

FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954  
ARE NOT TO APPLY TO A BUSINESS TENANCY

To:

INDUSFOTO LIMITED whose registered office is 17 King Edwards Road,

Ruislip, Middlesex HA4 7AE

*[Name and address of tenant]*

From:

KELVIN STERLE MURRAY of 68 Ramillies Road, London W4 1JA

*[name and address of landlord]*

**IMPORTANT NOTICE**

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

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

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

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

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

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

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

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

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

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

DECLARED at Manh A Hung  
81 Cricklewood Broadway NW2 3JR  
this 19<sup>th</sup> October 2012  
day of \_\_\_\_\_

Before me

Menca McKenna

MENCA MCKENNA  
SOLICITOR / COMMISSIONER  
FOR OATHS  
81 Cricklewood Broadway  
London NW2 3JR

(signature of person before whom declaration is made)

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

41. TENANT'S BREAK CLAUSE: FIXED BREAK DATE

41.1 In this clause the following definitions apply:

**Break Date:** 23 April 2015

**Break Notice:** notice to terminate this lease in the form set out in the Schedule.

**Original Tenant:** Indusfoto Limited incorporated and registered in England and Wales with company number 3469143, whose registered office is at College House 17 King Edwards Road, Ruislip, Middlesex, HA4 7AE.

- 41.2 Subject to clause 41.4, the Original Tenant may terminate this lease on Break Date by serving the Break Notice on the Landlord at least twelve months before the Break Date as stated in the Break Notice.
- 41.3 The right to serve a Break Notice is personal to the Original Tenant.
- 41.4 The Break Notice shall have no effect if:
- (a) the Original Tenant has assigned this lease before it serves the Break Notice (whether or not it has made an application to HM Land Registry to register the assignment);
  - (b) at the Break Date stated in the Break Notice:
    - (i) the Original Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;
    - (ii) vacant possession of the whole of the Property is not given;
    - (iii) there is a subsisting breach of any of the covenants or conditions on the part of the Tenant in this lease;
  - (c) the Break Notice does not comply with the requirements of this clause; or
  - (d) the Break Notice is served otherwise than in accordance with this clause.
- 41.5 The Break Notice shall be in writing and, for the purposes of this clause, writing does not include facsimile transmission or e-mail.
- 41.6 The Break Notice shall state the Break Date.
- 41.7 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.
- 41.8 The Break Notice shall be signed by the Original Tenant.



- 41.9 The Break Notice shall be in the form annexed to this lease.
- 41.10 The Break Notice shall be served by delivering it by hand or sending it by pre-paid recorded or special post delivery to the Landlord at 68 Ramillies Road, London W4 1JA or such other address as the Landlord shall have notified to the Tenant.
- 41.11 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid recorded or special delivery, as the case may be.
- 41.12 A Break Notice delivered or sent by the Original Tenant in accordance with clause 41.10 shall be deemed to have been served on the Landlord if sent by recorded or special delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
- 41.13 The Break Notice shall be delivered or sent by the Original Tenant so that it shall be deemed to have been served on the Landlord as provided by clause 41.12 not less than twelve months before the Break Date (and for the avoidance of doubt, the day of deemed receipt shall not be taken into account in calculating the period of twelve months).
- 41.14 Neither section 196 of the Law of Property Act 1925, nor section 1139 of the Companies Act 2006 nor clause 36 shall apply to a Break Notice, but those sections and clause 36 shall apply to any other notice served pursuant to this clause.
- 41.15 Time shall be of the essence in respect of all time periods and limits in this clause,.
- 41.16 Subject to clause 41.4, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.
- 41.17 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this lease, including any covenants expressed to be complied with before the end of the term.

**Schedule      FORM OF BREAK NOTICE**

On the letterhead of Indusfoto Limited

To NAME OF LANDLORD

Address of [NAME OF LANDLORD]

For the attention of: [The Company Secretary **OR** [OTHER]]

[By recorded or special delivery]

[DATE]

St Lukes Hall, 120 Fortune Green Road, West Hampstead, London NW6 1DN

We refer to clause 41 of a lease dated [DATE] and made between Kelvin Sterle Murray (1) and Indusfoto Limited (2) (the **Lease**).

By this notice we are exercising our right to terminate the Lease pursuant to clause 41 of the Lease.

The Break Date for the purposes of that clause is [BREAK DATE].

Signed by [NAME OF DIRECTOR]

For and on behalf of the [NAME OF [ORIGINAL] TENANT]

[SIGNATURE OF DIRECTOR]

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

## Exhibit B

This is the exhibit B referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

  
.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP



## Exhibit C

This is the exhibit C referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP

## Exhibit D

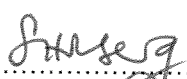
This is the exhibit D referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP

## Exhibit E

This is the exhibit E referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

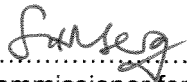
  
.....  
Solicitor/Commissioner for Oaths





## Exhibit F

This is the exhibit F referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

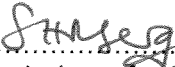


.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP

## Exhibit G

This is the exhibit G referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

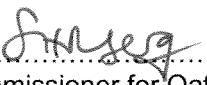
  
.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP



## Exhibit H

This is the exhibit H referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

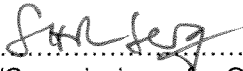
  
.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP



## Exhibit I

This is the exhibit I referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014



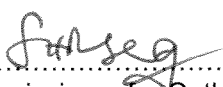
.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP



## Exhibit J

This is the exhibit J referred to in the Statutory Declaration of Mark Laing made before me  
this 18 day of June 2014

  
.....  
Solicitor/Commissioner for Oaths

STUART H. ROSENBERG  
SOLICITOR  
673 FINCHLEY ROAD  
LONDON NW2 2JP



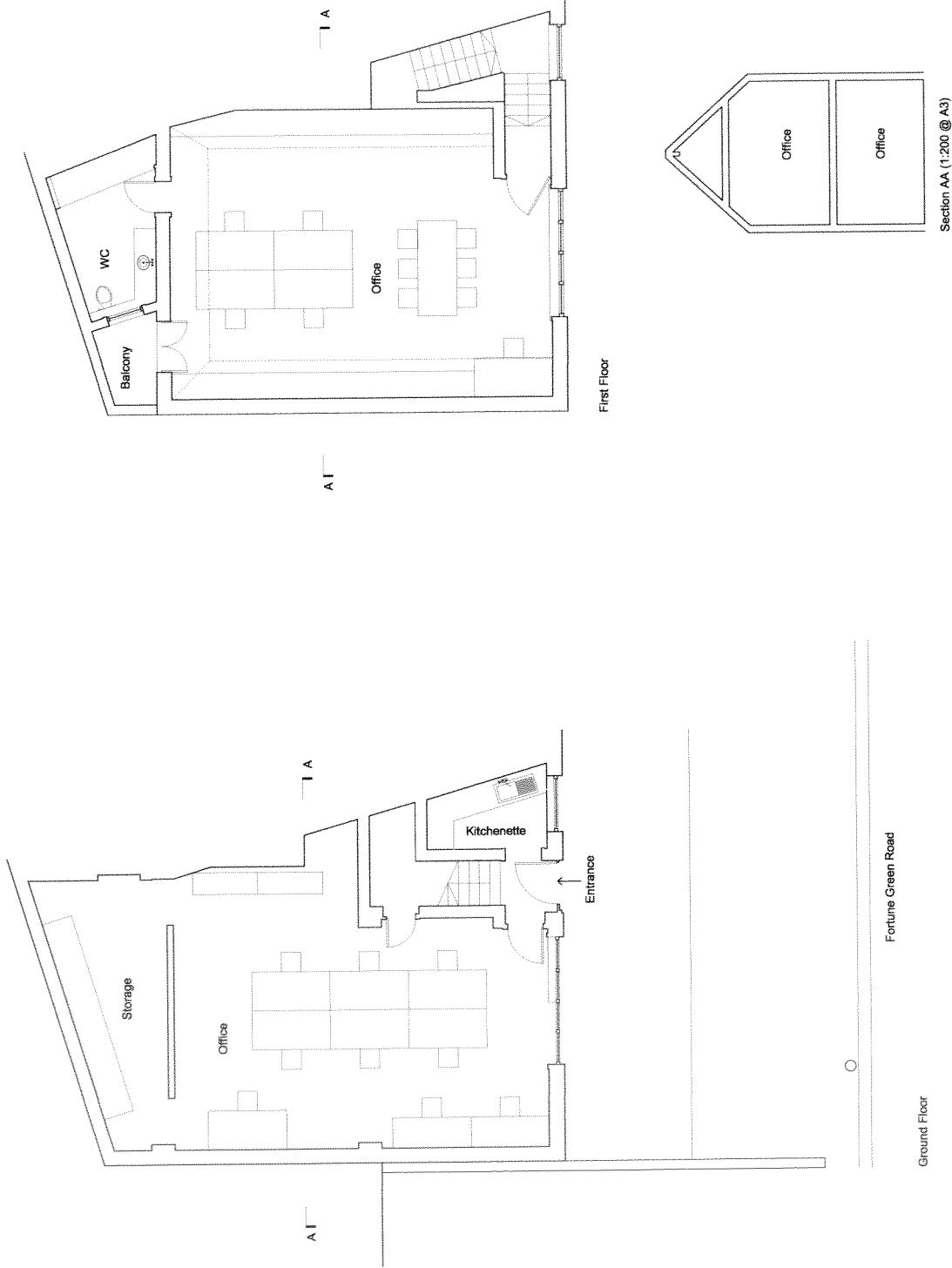
date	rev	description

drawing title	scale at A3	date
EXISTING PLANS AND SECTION	1:50	14 JUNE
client	1:100	TD
Kevin Murray	1:50	TD
project no.	1940	revision
	A10	

dmfK Architects Ltd take no responsibility for dimensions obtained by scaling from this drawing. If an dimension is shown the recipient must ascertain the dimension specifically from the architect or by site measurement and may not rely on the drawing. Supply of the drawing in digital form is solely for convenience and no reliance may be placed on any data in digital form. All data must be checked against hard copy. This drawing is issued for design intent only and should not be used for construction unless stated.

copyright  
This drawing is the property of dmfK Architects Ltd. No disclosure or copy of it may be made without the written permission of dmfK Architects Ltd.

notes



date

rev

description