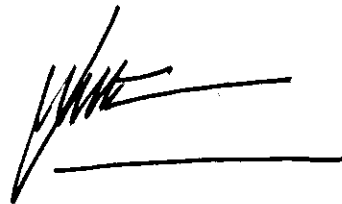


I **ALAN JOSEPH ORENSTEIN** of 1 Talbot Yard, London SE1 1YP do solemnly and sincerely declare as follows:-

1. I am the asset manager at Create Asset Management Limited (a company incorporated in the United Kingdom) with company registration number 08309377 whose registered office is at 1 Talbot Yard, London SE1 1YP.
2. I can confirm that the entire premises known as 283 Grays Inn Road, London WC1X 8QF has been occupied by the recruitment agency, Taylor Gordon & Co Limited, trading as Planned Personnel, providing recruitment services pursuant to A2 use (financial and professional services) within the Town & Country Planning (Use Classes) Order 1987 (including amendments at 2005, 2006 and 2010) and they have been in continuous occupation since 7 May 2002. I refer to Annexure 1 which is evidence of the occupation by Taylor Gordon & Co Limited, the lease dated 7 May 2002 made between Lawrence and Albliss Limited (1) and Taylor Gordon & Co Limited (2) for a period of 5 years from 7 May 2002 and a further Lease at Annexure 2, dated 4 December 2007 made between Maliton Limited (1) and Taylor Gordon & Co Limited (2) for a period of 5 years from 4 December 2007 (the "Existing Lease").
3. I can confirm that Taylor Gordon & Co Limited were in occupation until 4 January 2016 holding over on the Existing Lease and I refer to Annexure 3 which are the rental payments made from 22 September 2003 up and until 4 January 2016.
4. I attach at Annexure 4 google map print outs showing the business and location of Taylor Gordon & Company Ltd and Plan Personnel trading as an employment agency.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

DECLARED at 3 Coach House Yard
Hampstead High Street London NW3 1QF
In the County of



This 16 day of October 2018

A ~~Commissioner for Oaths~~/Solicitor empowered to administer oaths.

Ari Bloom Solicitor
Solomon Taylor & Shaw
3 Coach House Yard
Hampstead High Street
London NW3 1QD
Tel: 020 7431 1912
Fax: 020 7794 7485
DX No: 144580 Hampstead 2
e-mail.ari@solts.co.uk



ANNEXURE 1

AM 13/8

THIS LEASE made the 7th day of *May* Two thousand and two BETWEEN LAWRENCE AND ABLISS LIMITED the registered office of which is situate at 22 Hillcrest Avenue Edgware Middlesex (hereinafter called "the Lessor" which expression shall include the Lessor's successors in title where the context so admits) of the one part and TAYLOR GORDON & CO. LIMITED the registered office of which is situate at 28 Sydenham Road Croydon Surrey (hereinafter called "the Lessee" expression shall include the Lessee's successors in title where the context so admits) of the other part



IN CONSIDERATION of the yearly rents hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained

THIS DEED WITNESSETH as follows :-

1. THE Lessor HEREBY DEMISES unto the Lessee ALL THOSE the premises being the entire building known as 283 Grays Inn Road in the London Borough of Camden which premises are hereinafter referred to as "the demised premises" which expression also includes any part or parts thereof TOGETHER WITH the Lessors fixtures now in or about the demised premises AND the right for the Lessee (insofar far as the Lessor is capable in law of granting such right and the Lessee is capable in law of exercising the same) to gain access with or without workmen and equipment to maintain and repair the exterior flank wall shown on the plans "A" "B" and "C" annexed PROVIDED ALWAYS that the Lessee shall not be entitled to any right of access of light or air to the premises hereby demised which would restrict or interfere with the free user of any adjoining or neighbouring premises belonging to the Lessor EXCEPT AND RESERVING unto the

Lessor i) the free passage and running of water soil gas and electricity coming from any other buildings and lands of the Lessor and their tenants by and through the channels drains mains and cables at present in under or connected with the demised premises or which may hereafter be constructed laid or connected on any part or parts thereof and ii) the right to execute such works and erections from and to use the adjoining and neighbouring property as the Lessor may think fit notwithstanding the access of light and air to the demised premises may thereby be interfered with TO HOLD the demised premises and rights (subject as aforesaid) UNTO the Lessee for the term of FIVE YEARS from the date hereof YIELDING AND PAYING therefor unto the Lessor the yearly rent of forty thousand pounds (£40,000) such yearly rents to be paid without any deduction (except such as the Lessee may be entitled by law to deduct notwithstanding any stipulation to the contrary) by equal quarterly payments in advance on the usual quarter days and by way of additional rent i) a yearly sum equal in amount to the sum or sums which the Lessor shall from time to time pay by way of premium for the insurance of the Building in accordance with Clause 3 (2) hereof and all sums that may be demanded by the insurance company in respect of increased premiums occasioned by the nature of the occupation or business of the Lessee ALL such sums to be paid on the rent day aforesaid which occurs next after the day upon which such premiums become due and payable and ii) also yielding and paying in the event of any rent or other payments not being paid within fourteen days of the due date hereunder (whether formally demanded or not) interest on such rents or other payments outstanding at the

minimum lending rate or basic rate from time to time of National Westminster Bank plc plus three per centum with a minimum of nine per centum until the same shall be paid and iii) all such sums as the Lessee shall be liable to pay under clause 2(8) and 2(10)(a) hereof and iv) all reasonable legal costs and other expenses reasonably incurred by the Lessor pursuant to the non-performance or non-observance by the Lessee of his covenants herein all such sums reserved as additional rent to be recoverable as rent in arrear

2 AND the Lessee HEREBY COVENANTS with the Lessor as follows:-

(1) To pay the said yearly rents without deduction or set off at the times and in the manner hereinbefore appointed for the payment thereof.

(2) From to time and at all times during the said term to pay and discharge (and in the absence of direct assessment on the demised premises to repay to the Lessor a fair proportion such proportion to be settled by the Lessor whose decision shall be final and binding upon the Lessee of) all rates (including water rates) taxes charges duties impositions and outgoings whatsoever whether Parliamentary Parochial Local or of any other description which are now or which may at any time hereafter be assessed charged or imposed upon or payable in respect of the demised premises or any part thereof or the owner or occupier in respect thereof (except such as may by law be payable by the Lessor notwithstanding any stipulation

to the contrary)

(3)a) The Lessor and the Lessee acknowledge the state and condition of the demised premises at the date of this Lease as evidenced by the schedule and photographs annexed and marked "Schedule A" and following completion of The Works in accordance with clause 2(3)(b) the Lessee will thereafter from time to time and at all times during the said term hereby granted (whether the Lessor shall or shall not have served notice requiring the Lessee so to do) repair and keep in good and tenantable condition cleanse and maintain all of the demised premises and every part thereof in the improved condition following the completion of The Works including for the avoidance of doubt the railings around the lightwell and the external metal ladder leading from the basement to ground floor level and all drains pipes wires sewers and appurtenances of or belonging to and solely serving the demised premises in by and with all manner of necessary reparations cleansing pointings paintings enamelling papering and amendments whatsoever and with materials of good quality and description which shall or may be requisite when where and as often as occasion shall reasonably require (loss or damage by any of the insured risks only excepted) Save that the Lessee shall be under no liability under his covenant hereinbefore contained in respect of the following:

- i) to repair or otherwise remedy the condition of

the rear wall of the demised premises between the floor level of the first floor and the ceiling height of the second floor where the said wall is bowing across the width of the demised premises in the position as shown on plan "B" annexed hereto

- ii) for any defect within the structure of the demised premises due to the ingress of water in the location shown on plan "C" annexed hereto Provided that a) the ingress of water is due to a defect which the Lessee cannot remedy because the Lessor has been unable to obtain the right of access for the Lessee for this purpose to the exterior flank wall as referred to in the rights granted to the Lessee under this Lease and b) the Lessee has removed in accordance with the Works the internal defective plaster to the area of the flank wall to the rear of the demised premises also shown on plan "C" and re-plastered the same and carried out the associated repairs to the skirting in that area
- iii) for any defect within the structure of the demised premises resulting in the cracking in the division wall with the staircase as evidenced in the first floor store room in the location shown on Plan "C" annexed hereto
- iv) for any defect within the structure of the demised premises at Ground and basement floor

level in the location shown on the plan "A" annexed hereto

- v) any other defect in the demised premises that is the result of either:
 - a) damage from an external source or
 - b) consequential damage and/or deterioration in its condition as a result of the Lessee:
 - i) not being able to at law to remedy the defect or carry out the repair or
 - ii) not being responsible for remedying the defect and/or carrying out the repair

(3)b) Within eighteen months of the date hereof in relation only to the first second and third floors of the demised premises to do the following:-

- i) carry out the specified works to remedy the defects as set out in the Schedule of Works annexed hereto and marked Schedule "B"
- ii) repair and/or replace all existing suspended ceilings so as to put them in a good and tenantable condition
- iii) have all electrical installations tested by a qualified electrician to ensure the electrical installations comply with current NICEIC regulations and provide the Lessor with a copy of the test report and if any wiring apparatus or other thing does not comply with the said regulations forthwith have the necessary remedial action taken and produce to the Lessor evidence

that the electrical installations comply with the said regulations

- iv) re-decorate all previously decorated surfaces
- v) supply and lay new carpet through out except for those areas which are not currently carpeted

(All such work to be referred to collectively hereafter as "the Works") The Works are to be completed to the reasonable satisfaction of the Lessor's surveyor who shall issue a certificate confirming that the Works have been completed in accordance with this clause and in the case of dispute such dispute shall be referred to a chartered Building Surveyor acting as an arbitrator to be mutually appointed by the Lessor and the Lessee or in the event of the parties being unable to agree upon one to be appointed on the application of either party or in accordance with the Arbitration Act 1990. The fees of any such arbitrator shall be borne and paid by the parties hereto in such shares as he shall in his absolute discretion determine and the decisions of such Building Surveyor Arbitrator shall be binding upon both parties

(4) Only to the extent of the Lessees responsibility under the terms of this Lease in the last year of the said term (howsoever determined) in a proper and workmanlike manner to paint all the external wood and iron work and other parts of the demised premises previously or usually painted with two coats at least

of good quality paint and will at the same time in like manner wash emulsion whiten grain marble enamel and varnish the parts previously or usually washed and emulsioned whitened grained marbled enamelled and varnished all such work to be carried out in a colour first approved by the Lessor such approval not to be unreasonably withheld.

(5) In the last year of the said term whether the same shall expire by effluxion of time or otherwise in a proper and workmanlike manner to paint all the inside wood iron and other work of the demised premises AND ALSO the Lessor's fixtures where previously or usually painted with two coats at least of good quality paint and will at the same time and in like manner wash emulsion whiten grain marble enamel and varnish the parts previously or usually washed emulsioned whitened grained marbled enamelled and varnished AND ALSO colour and paper with paper of suitable quality such parts as usually or have been previously papered.

(6) To execute all such works of alterations additions improvements or otherwise as may from time to time during the term hereby granted be directed or required by any local public or other competent authority pursuant to any Act of Parliament bye-law statutory instrument or regulation or any order now or hereafter enacted to be executed at any time during the said term upon or in respect of the demised

premises whether by the owner or occupier thereof Save that the Lessee is under no obligation to carry out any works to enable the demised premises to comply with the Disability Discrimination Act and to comply with all fire regulations now or hereafter made relating to the demised premises including in particular but without prejudice to the generality of the foregoing those relating to means of escape in case of fire and fire prevention and install all necessary apparatus and equipment in relation thereto.

(7) To maintain in good and serviceable condition the Lessor's fixtures and fittings upon the demised premises and to replace and renew such of them as may become worn out lost or unfit for use by substituting others of a like nature PROVIDED that before carrying out any works of renewal or replacement the Lessee shall first obtain the approval of the Lessor as to the nature of the works to be carried out and as to the manner in which such works shall be carried out such approval not to be unreasonably withheld.

(8) And also if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair of the demised premises it shall be lawful for the Lessor (but without prejudice to the right of re-entry under the clause hereinafter contained) to enter upon the demised premises and repair the same at the expense of the Lessee in accordance with the covenants

and provisions of these presents and the expense of such repairs shall be repaid by the Lessee to the Lessor on demand and if not so paid within fourteen days of demand being made shall be recoverable as rent in arrear.

(9) The Lessee will at the end or sooner determination of the said term hereby granted peaceably and quietly leave surrender and yield up the demised premises in a state of repair in accordance with the covenants hereinbefore contained unto the Lessor together with all fixtures of every kind in or upon the demised premises or which at the expiration or sooner determination of the said term may be affixed or fastened to or upon the same (trade or tenants' fixtures only excepted.)

(10) a) At all times during the said term to pay and contribute on demand a rateable or due proportion (to be calculated reasonably) of:

- i) a reasonable proportion of the expense of cleaning repairing and maintaining when reasonably necessary all walls gutters drains pipes and any other things or conveniences which shall during the said term be used or enjoyed by the Lessee in common or jointly with the owners and occupiers of any adjoining properties and
- ii) any other act or thing done (with the agreement of the Lessor save where the Lessor is under the statutory obligation) in or about or in

connection with the demised premises and the appurtenances thereto jointly with any adjoining or neighbouring building and the appurtenances thereto reasonably calculated to be for the benefit of the Lessee in common or jointly with the owners and occupiers of any adjoining properties but not otherwise provided for in this Lease

and if such aforesaid payment or contribution shall not be made within 14 days of demand being made it shall be recoverable as rent in arrear.

b) To permit the Lessor and his duly authorised agents employees workmen and others appointed by them at all reasonable times in the daytime on previous written appointment (except in case of emergency) during the said term to enter into and upon the demised premises and to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises where reasonable access cannot be gained without the Lessor entering upon the demised premises the Lessor causing as little inconvenience as possible in so doing and making good all damage to the demised premises caused thereby to the reasonable satisfaction of the Lessee.

(11) And further that it shall be lawful for the Lessor and their Agents with or without workmen whenever reasonably required but at least once in every year during the continuance of the said term at

convenient times in the daytime by prior written appointment to enter and come into and upon the demised premises and every part thereof to take a schedule of the fixtures and things so to be left as aforesaid AND ALSO to view the state and condition of the demised premises and of all defaults defects decay and wants of reparation or amendment then and there found to give or leave notice in writing upon some part of the demised premises for the Lessee to repair and amend the same and that the Lessee will within the space of three calendar months next after such notice or sooner if requisite to commence and thereafter proceed diligently and expeditiously to repair mend and make good the same according to such notice and the covenants in that behalf hereinbefore contained.

(12) To pay unto the Lessor on demand all costs charges and expenses (including legal costs and also fees payable to a Surveyor) which may be incurred or payable by the Lessor in relation to the preparation and service upon the Lessee of any Notice (whether statutory or otherwise) specifying any breach committed by the Lessee of any covenant herein contained or requiring the Lessee to remedy the same or to make compensation therefor and any costs otherwise incurred by the Lessor in relation to any breach of the Lessee's covenants herein.

(13) Save to the extent (if at all) required to carry out The Works and/or comply with the Lessee's

obligations in this Lease) not without the consent in writing of the Lessor (which consent shall not be unreasonably withheld) to cut maim injure or alter nor suffer to be cut maimed injured or altered any of the walls or timbers nor make or carry out any reconstruction or rebuilding of or make any alteration or addition in or to the demised premises (Save that any internal or external alterations and additions which do not interfere with or cut into the structure do not require the Lessor's consent under this clause and do not have to be removed at the expiration of the term) and before carrying out any such works as aforesaid will submit to the Lessor for approval by his Surveyor the plans and specifications of any such reconstruction rebuilding alteration or addition (paying all fees of the Lessor and their Surveyors in this connection) AND ALSO if the Lessor shall consent in writing as aforesaid will duly apply to the local planning authority as defined by the Town and Country Planning Act 1990 (which expression shall in these presents be deemed to include any Act or Acts for the time being in force amending or replacing the said Act and any Orders Regulations or Directions issued under or by virtue of the said Act or any Act or Acts for the time being in force amending or replacing the same) for any necessary permission to effect or carry out such reconstruction rebuilding alteration addition or change of use and will apply as aforesaid and will

give to the Lessor notice of such permission if granted within seven days of the receipt of the same from the said planning authority AND ALSO will at all times indemnify and keep indemnified the Lessor and their successors and assigns against all proceedings costs expenses claims and demands whatsoever in respect of the said application.

(14) Within seven days of the receipt of notice of the same by the Lessee to give full particulars to the Lessor of any notice or order or proposal for a notice or an order given issued or made to the Lessee by a planning authority under or by virtue of the Town and Country Planning Act 1990 and if so required by the Lessor will also without delay take all reasonable or necessary steps to comply with any such notice or order and will also at the request of the Lessor make or join with the Lessor in making such objection or objections or representation or representations against or in respect of any proposal for such a notice or order as the Lessor shall deem expedient.

(15) Not to do or permit or omit or suffer to be done or omitted any act matter or thing in on or respecting the demised premises or any part thereof required to be omitted or done by any statute now or hereafter enacted or which shall contravene the provisions of any such statute and will at all times hereafter indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims and demands in respect of any such matter or thing contravening the provisions of any such statute as

aforesaid.

(16) Not without the Lessor's previous consent in writing to stop up darken injure or impair nor suffer to be stopped up darkened injured or impaired any of the existing windows doors or ancient lights or easements belonging to the demised premises.

(17) Not during the said term to assign underlet (except by a permitted underlease) or otherwise part with the possession of any part less than the whole of the demised premises

(18) a) Not during the said term to assign the whole or underlet or otherwise part with the possession of the whole or under underlet or otherwise part with possession of only part of the demised premises without the licence or consent of the Lessor first obtained in writing for that purpose such licence or consent not to be unreasonably withheld **PROVIDED THAT** the Lessee may share occupation or possession of the whole or part of the demised premises with an associated or subsidiary company of the Lessee within the meaning attributed by S.42 of the Landlord & Tenant Act 1954 and **PROVIDED ALWAYS** that every assignment or underlease or tenancy agreement or the licence in respect thereof shall contain a covenant by the assignee underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained (except in the case of an underletting i) the covenant for payment of rent under this Lease and ii) if appropriate in the case of an underletting of part due

to the nature and extent of the part to be underlet and the length of the underlease a covenant by the underlessee not to breach the covenants and conditions of this lease instead of a covenant to or perform them or all of them) including a covenant not further to assign underlet or otherwise part with the possession of the premises the subject of such assignment underlease or tenancy agreement without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved AND PROVIDED FURTHER

- (i) any such underletting shall be at a rack rent without any fine or premium;
- (ii) no underletting of the whole of the demised premises shall be at an annual rent less than the annual rent for the time being payable hereunder at the time of the granting of the said underletting;
- (iii) no underletting shall be permitted unless the Lessee and the intended underlessee have first obtained an order from the appropriate Court authorising the exclusion of Sections 24-28 inclusive of the Landlord and Tenant Act 1954 or similar provisions of any Act replacing amending or re-enacting the same from the intended underlease;
- (iv) no underletting of part shall be of any part less than one whole floor of the demised premises and no more than three

underlettings shall be permitted at any one time

- v) no provisions in this lease shall prevent the Lessee from sharing the demised premises whether in whole or in part with any associated and/or group company of the Lessee within the meaning of the Companies Act 1985 so long as no relationship of landlord and tenant is created and the company sharing the demised premises is in occupation as licensee only

AND PROVIDED FURTHER that if any intended assignee or underlessee shall be a limited company then upon the Lessor's demand at least two of its directors (or more if the Lessor so requires) shall join in such licence as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will pay the said rents and perform and observe the said covenants and to indemnify and save harmless the Lessor against all loss damages costs and expenses arising by reason of any default by the company.

b) To pay to the Lessor all Solicitors' costs and Surveyors' fees incurred by the Lessor attendant upon or incidental to every application made by the Lessee for a consent or licence required by this Lease whether the same be granted or refused or proffered subject to any qualification or

condition or whether the application be withdrawn.

(19) From time to time without any demand by the Lessor to leave with the Lessor all permitted assignments underleases or other instruments effecting the devolution of the Lessee's interest in the demised premises within one calendar month after the execution or making of such assignments underleases or other instruments respectively and also all Probates of Wills and Letters of Administration of every deceased lessee assignee or underlessee within three calendar months after the granting of such Probates or Letters of Administration for the purpose of being registered by the Lessor and to pay a fee of twenty pounds (£20.00) plus V.A.T. for the registration in respect of each assignment underlease or other instrument registered And in every underlease of the demised premises or any part thereof or cause a similar covenant to be inserted therein on the part of the underlessee or his successors in title to be observed and performed.

(20) And also that it shall be lawful for the Lessor or the Lessor's Agent or Agents at any time within six calendar months next before the expiration or sooner determination of the said term to enter upon the demised premises and to affix upon any suitable part thereof (but not in a position so as to obscure any Lessee's signs or interfere with the Lessee's

business) a notice board or bill for reletting the same and will not suffer or permit the same to be removed or obscured and will permit all persons by order in writing of the Lessor or such Agents to enter and view the demised premises and every part thereof at reasonable times in the daytime without interruption.

(21) Not to do or suffer to be done in or upon the demised premises or any part thereof any act matter or thing which may be or grow to the annoyance nuisance damage or disturbance of the Lessor or the owners or occupiers of any adjoining or adjacent premises or which would make void or tend to make voidable the Lessor's Insurance Policy in respect of the demised premises or the Building or which would cause the premiums to be increased and immediately at the Lessee's own cost and expense to comply with all recommendations and requirements of the Lessor's and insurers both as to fire precautions relating to the demised premises and otherwise and further that the Lessee will comply with all bye-laws and regulations and requirements of any public or local authority affecting the demised premises and will at the Lessee's own expense carry out any works of alteration or otherwise that may be required by any such authority or by the Lessor's insurers by reason of the Lessee's use of the demised premises and to pay all costs charges and expenses incurred by the Lessor in

abating a nuisance and in executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the demised premises in obedience to a notice served by a local authority.

(22) a) Not to permit any sale by auction to be held in or upon the demised premises or any part thereof nor use or allow the same to be used for any illegal or immoral purpose or for residential purposes

b) Not to place or expose for sale or otherwise to permit or suffer so to be upon or over the ground outside the front of the demised premises any goods or things whatsoever

(23) Not at any time to use or allow the demised premises or any part thereof to be used for any purpose other than as offices but no warranty is given by the Lessor that the demised premises may be used for this purpose.

(24) Forthwith to insure and keep insured the plate glass (if any) in the demised premises against damage or breakage by accident or otherwise and duly and punctually to pay all premiums and monies necessary for effecting or keeping up such insurance on or within seven days after the day on which the same shall become due or payable and on demand to produce to the Lessor or the Lessor's Agents the policy or policies of such insurance and the receipt or receipts for the current year's premium **PROVIDED ALWAYS** that if

the Lessee shall fail to make and maintain any such insurance as aforesaid the Lessor may from time to time at the Lessor's discretion effect and keep on foot such insurance and the Lessee will on demand repay to the Lessor all sums of money expended by the Lessor for that purpose.

(25) In the event of any of the drains becoming blocked or stopped up to pay any cost which may be incurred by the Lessor in cleaning and clearing the said drains from obstructions.

(26) Not without the Lessor's consent (not to be unreasonably withheld) to have in or about the demised premises any signs wires conduits or any other thing which in any way projects from the demised premises externally and to remove anything so projecting which is not so authorised forthwith upon the request of Lessor or their duly authorised agents and to make good any damage occasioned. Save that for the avoidance of doubt the Lessee may use the existing fascia name board which extends across the width of the front of the demised premises and the front elevation to the demised premises.

3. AND the Lessor HEREBY COVENANTS AND AGREES with the Lessee that the Lessee paying the said rents hereby reserved and observing and performing all and singular the covenants and conditions hereinbefore contained and on the Lessee's part to be observed and performed:-

(1) The Lessee shall and may during the

continuance of the term hereby granted peaceably and quietly hold occupy and enjoy the demised premises with the appurtenances without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for the Lessor.

(2) _____ To insure and keep insured the demised premises (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or its or their servants agents licensees tenants or visitors) against loss or damage by fire explosion terrorism and such other risks (if any) as the Lessor or Lessee may reasonably require in some insurance office of repute in the full reinstatement value thereof including loss of rent for three years an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and Property Owners Liability Insurance.

4. PROVIDED ALWAYS AND THESE PRESENTS ARE UPON CONDITION

That if the said yearly rents shall be unpaid in part or in all by the space of twenty one days next after any of the days on which the same are to be paid as aforesaid whether the same shall have been lawfully demanded or not or if the Lessee shall not at all times during the said term observe and perform all the covenants stipulations and agreements on the part of the Lessee hereinbefore contained or if the Lessee

being an individual or individuals (and if the Lessee shall be more than one individual any one of them) shall become bankrupt or make an arrangement or composition with creditors or being a Company a receiver shall be appointed of the Company or the Company shall enter into a liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent Company for the purposes of reconstruction) then and in any of such cases it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to enter into the demised premises and to have again repossess and enjoy the demised premises thenceforth as if these presents had not been made (without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants or agreements by the Lessee hereinbefore contained) and the Lessee and all other occupiers of the demised premises or any part thereof thereout and therefrom utterly to expel and remove notwithstanding this Lease or anything herein contained to the contrary.

5. PROVIDED ALSO :-

(a) If the demised premises or any part thereof shall at any time be so damaged or destroyed by fire or other insured risk so as to become unfit for use and the policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy monies refused in whole or in part in

consequence of any act or default of the Lessee its agents servants tenants visitors or invitees there shall cease to be payable from the date of such damage or destruction until the demised premises are rebuilt or reinstated and made fit for use so much of the rents hereby reserved as is proportionate to the damage or destruction so sustained and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the provisions of the Arbitration Act 1990 or any statutory modification or re-enactment thereof for the time being in force.

(b) In the event of the demised premises being destroyed or damaged by any of the insured risks to apply all money received by virtue of such insurance in making good the damage occasioned PROVIDED ALWAYS if the rebuilding or re-instating of the demised premises or any part thereof shall be frustrated at anytime the Lessor may determine the said term by giving to the Lessee notice in writing expiring at any time and if this Lease is terminated pursuant to this provision the insurance monies other than the insurance monies for loss of rent received by the Lessor shall be divided between the Lessor and the Lessee in such proportions as they shall agree in the shares the value of their respective interests in the demised premises bear to each other at the date of determination of this Lease or in default of agreement shall be determined by an arbitrator to be appointed

by the parties.

(c) In the event of the demised premises or any part thereof being damaged or destroyed by any of the insured risks and the insurance money under any insurance against the same effected thereon by the Lessor being wholly or partly irrecoverable by reason solely or in part of any act or default of the Lessee then and in every such case the Lessee will forthwith pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of completing rebuilding and reinstating the same.

6. PROVIDED FURTHER AND IT IS HEREBY AGREED as follows :-

(1) The Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of any damage suffered by the Lessee or any servant agent or workman of the Lessee or any Licensee of the Lessee through any defect in any fixture pipe wire tube meter staircase or thing in or upon the demised premises or any part thereto

(2) The Lessor shall not be responsible to the Lessee or the Lessee's licensees servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises.

(3) Nothing in this Lease shall impose any obligation on the Lessor to provide or install any system or service not in existence at the date hereof.

7. IN this Lease where the context permits the masculine gender shall include the feminine and neuter genders and the singular number shall include the plural number and vice versa and when the expression "the Lessee" comprises two or more persons firms or companies the Lessee's obligations shall be construed as joint and several and the Lessor shall not be prejudiced by any agreement bankruptcy composition dealing death dissolution indulgence liquidation or security in relation to some one or more of the Lessees and/or the Surety.

8. WHERE the Lessee is obliged to make any payment or contribution under the terms of this Lease such payment or contribution shall also include any Value Added Tax payable in respect thereof.

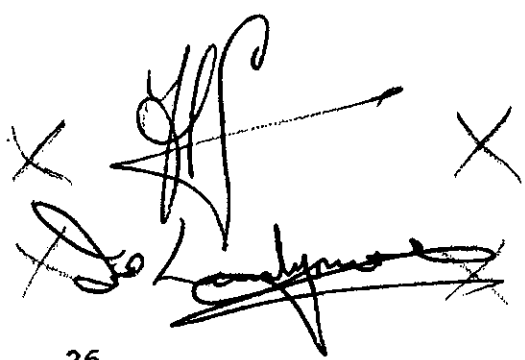
9. THESE presents shall incorporate the provisions as to notices contained in S196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and every notice required to be given hereunder shall be in writing.

10. IT is certified that there is no agreement for lease to which this lease gives effect.

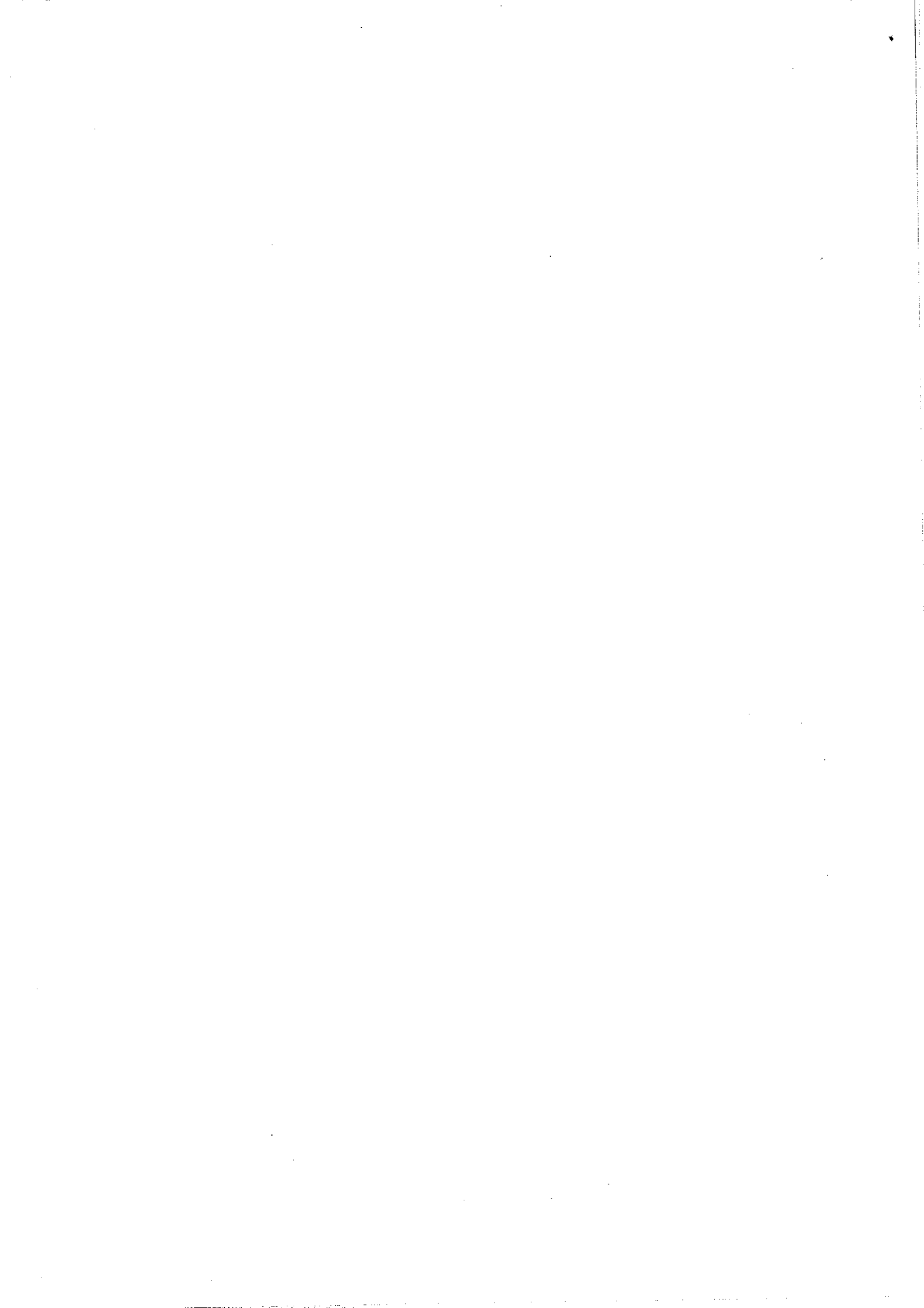
IN WITNESS whereof the parties hereto have caused these presents to be duly executed the day and year first before written.

SIGNED as a DEED by)
TAYLOR GORDON & CO)
LIMITED acting by:)

Director:
Secretary:

Handwritten signatures and initials with 'X' marks. The top signature is a large, stylized initial 'JG'. Below it is another signature, possibly 'D. Gordon'. There are 'X' marks on either side of the signatures.

ANNEXURE 2



4. December 2007

LEASE

of
283 Grays Inn Road, London

MALITON LIMITED

and

TAYLOR GORDON & CO LIMITED

FLADGATE FIELDER

25 North Row
London W1K 6DJ
Tel: 020 7323 4747
Fax: 020 7629 4414
Ref: ZCM/19725/0036



DATE:

4 December 2007

PARTIES:

- (1) **MALITON LIMITED** whose registered office is at PO Box 3159, Road Town, Tortola, British Virgin Islands and whose address for service in the United Kingdom is c/o Fladgate Fielder, 25 North Row, London W1K 6DJ (**Lessor** which expression shall include the Lessor's successors in title where the context so admits); and
- (2) **TAYLOR GORDON & CO LIMITED** (company number 00973693) whose registered office is at Stonemead House, 95 London Road, Croydon, Surrey CR0 2RF (**Lessee** which expression shall include the Lessee's successors in title the context so admits).

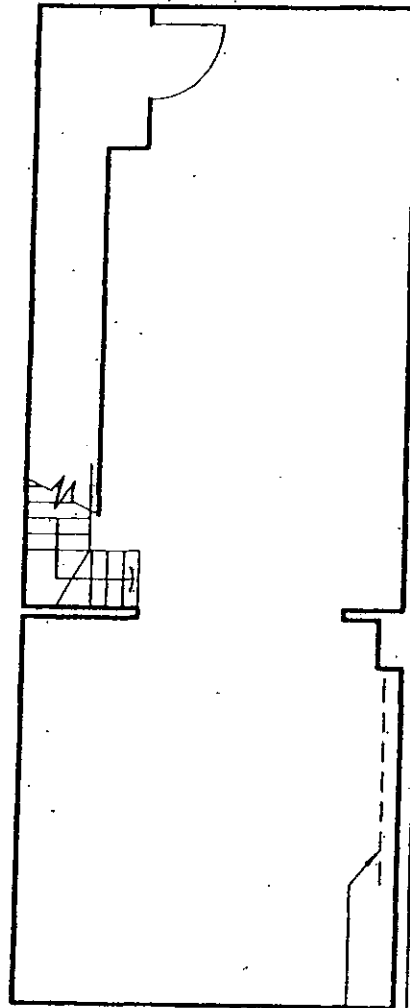
In consideration of the yearly rents hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained this deed witnesses as follows:

1. The Lessor hereby demises unto the Lessee all those the premises being the entire building known as 283 Grays Inn Road, London WC1 which premises are hereinafter referred to as the **Demised Premises** which expression also includes any part or parts thereof together with the Lessor's fixtures now in or about the Demised Premises and the right for the Lessee (insofar as the Lessor is capable in law of granting such rights and the Lessee is capable of exercising the same) to gain access with or without workmen and equipment to maintain and repair the exterior flank wall shown on the plans "A" "B" and "C" annexed provided always that the Lessee shall not be entitled to any right of access of light or air to the premises hereby demised which would restrict or interfere with the free user of any adjoining or neighbouring premises belonging to the Lessor except and reserving unto the Lessor:
 - 1.1 the free passage and running of water soil gas and electricity coming from any other buildings and lands of the Lessor and their tenants by and through the channels drains mains and cables at present in under or connected with the Demised Premises or which may hereafter be constructed laid or connected on any part or parts thereof; and
 - 1.2 the right to execute such works and erections from and to use the adjoining and neighbouring property as the Lessor may think fit notwithstanding the access of light and air to the Demised Premises may thereby be interfered with to hold the Demised Premises and rights (subject as aforesaid) to the Lessee,

for the term of five years from the date hereof yielding and paying therefor to the Lessor the yearly rent of £45,000 (forty five thousand pounds) such yearly rents to be paid without any deduction (except such as the Lessee may be entitled by law to deduct notwithstanding any stipulation to the contrary) by equal quarterly payments in advance on the usual quarter days and by way of additional rent:



Robert



External flank wall

Area of defective plaster - internally

Ground Floor Plan



Basement (part) Plan

PLAN "A"

PROJECT: 283 Grays Inn Road London WC1X 8QF				CLIENT: Lawrence & Albliss	
DRAWN BY: MSH	CHECKED BY:	SCALE NTS	DATE 27.02.02	DRAWING NUMBER 1962/00	REV 0



1.3.1 a yearly sum equal in amount to the sum or sums which the Lessor shall from time to time pay by way of premium for the insurance of the Building in accordance with clause 5.2 and all sums that may be demanded by the insurance company in respect of increased premiums occasioned by the nature of the occupation or business of the Lessee all such sums to be paid on the rent day aforesaid which occurs next after the day upon which such premiums become due and payable;

1.3.2 also yielding and paying in the event of any rent or other payments not being paid within 14 days of the due date hereunder (whether formally demanded or not) interest on such rents or other payments outstanding at the minimum lending rate or basic rate from time to time of National Westminster Bank Plc plus three per cent. with a minimum of nine per cent. until the same shall be paid;

1.3.3 all such sums as the Lessee shall be liable to pay under clauses 4.5 and 4.7; and

1.3.4 all reasonable legal costs and other expenses reasonably incurred by the Lessor pursuant to the non performance or non observance by the Lessee of his covenants herein all such sums reserved as additional rent to be recoverable as rent in arrear.

2. The Lessee hereby covenants with the Lessor as follows:

2.1 to pay the said yearly rents without deduction or set off at the times and in the manner hereinbefore appointed for the payment thereof; and

2.2 from time to time and at all times during the said term to pay and discharge (and in the absence of direct assessment on the Demised Premises to repay to the Lessor a fair proportion such proportion to be settled by the Lessor whose decision shall be final and binding upon the Lessee of) all rates (including water rates) taxes charges duties impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or which may at any time hereafter be assessed charged or imposed upon or payable in respect of the Demised Premises or any part thereof or the owner or occupier in respect thereof (except such as may by law be payable by the Lessor notwithstanding any stipulation to the contrary).

3. The Lessee will from time to time and at all times during the said term hereby granted (whether the Lessor shall or shall not have served notice requiring the Lessee so to do) repair and keep in good and tenantable condition cleanse



and maintain all of the Demised Premises and every part thereof including for the avoidance of doubt the railings around the light well and the external metal ladder leading from the basement to ground floor level and all drains pipes wires sewers and appurtenances of or belonging to and solely serving the Demised Premises in by and with all manner of necessary reparations cleansing pointings paintings enamelling papering and amendments whatsoever and with materials of good quality and description which shall or may be requisite when where and as often as occasion shall reasonably require (loss or damage by any of the insured risks only excepted) save that nothing in this lease shall oblige the Lessee to keep the Demised Premises in any better state and condition than that evidenced by the photographic schedule of condition referred to in clause 2(3)(a) of the lease of the Demised Premises dated 7 May 2002 and made between Lawrence and Albliss Limited (1) and the Lessee (2) (the **2002 Lease**) and annexed to and forming schedule A to that lease (but subject to the improvement of the condition of the Demised Premises by the works carried out by the Lessee pursuant to clause 2(3)(b) of the 2002 Lease) and in particular (but without prejudice to the generality of the foregoing) the Lessee shall be under no liability under his covenant hereinbefore contained in respect of the following:

- 3.1 to repair or otherwise remedy the condition of the rear wall of the Demised Premises between the floor level of the first floor and the ceiling height of the second floor where the said wall is bowing across the width of the Demised Premises in the position as shown on plan "B" annexed hereto;
- 3.2 for any defect within the structure of the Demised Premises due to the ingress of water in the location shown on plan "C" annexed hereto provided that:
 - 3.2.1 the ingress of water is due to a defect which the Lessee cannot remedy because the Lessor has been unable to obtain the right of access for the Lessee for this purpose to the exterior flank wall as referred to in the rights granted to the Lessee under this lease; and
 - 3.2.2 the Lessee has removed in accordance with the works the internal defective plaster to the area of the flank wall to the rear of the Demised Premises also shown on plan "C" and re-plastered the same and carried out the associated repairs to the skirting in that area;
- 3.3 for any defect within the structure of the Demised Premises resulting in the cracking in the division wall with the staircase as evidenced in the first floor store room in the location shown on plan "C" annexed hereto;



- 3.4 for any defect within the structure of the Demised Premises at ground and basement floor level in the location shown on the plan "A" annexed hereto; and
- 3.5 any other defect in the Demised Premises that is the result of either:
 - 3.5.1 damage from an external source; or
 - 3.5.2 consequential damage and/or deterioration in its condition as a result of the Lessee:
 - 3.5.2.1 not being able to at law to remedy the defect or carry out the repair; or
 - 3.5.2.2 not being responsible for remedying the defect and/or carrying out the repair.
4. The Lessee covenants with the Lessor:
 - 4.1 only to the extent of the Lessee's responsibility under the terms of this lease in the last year of the said term (howsoever determined) in a proper and workmanlike manner to paint all the external wood and iron work and other parts of the Demised Premises previously or usually painted with two coats at least of good quality paint and will at the same time in like manner wash emulsion whiten grain marble enamel and varnish the parts previously or usually washed and emulsioned whitened grained marbled enamelled and varnished all such work to be carried out in a colour first approved by the Lessor such approval not to be unreasonably withheld;
 - 4.2 in the last year of the said term whether the same shall expire by effluxion of time or otherwise in a proper and workmanlike manner to paint all the inside wood iron and other work of the Demised Premises and also the Lessor's fixtures where previously or usually painted with two coats at least of good quality paint and will at the same time and in like manner wash emulsion whiten grain marble enamel and varnish the parts previously or usually washed emulsioned whitened grained marbled enamelled and varnished and also colour and paper with paper of suitable quality such parts as usually or have been previously papered;
 - 4.3 to execute all such works of alterations additions improvements or otherwise as may from time to time during the term hereby granted be directed or required by any local public or other competent authority pursuant to any Act of Parliament byelaw statutory instrument or regulation or any order now or hereafter enacted to be executed at any time during the said term upon or in respect of the Demised Premises whether by the owner or occupier thereof save that the



Lessee is under no obligation to carry out any works to enable the Demised Premises to comply with the Disability Discrimination Act and to comply with all fire regulations now or hereafter made relating to the Demised Premises including in particular but without prejudice to the generality of the foregoing those relating to means of escape in case of fire and fire prevention and install all necessary apparatus and equipment in relation thereto;

4.4 to maintain in good and serviceable condition the Lessor's fixtures and fittings upon the Demised Premises and to replace and renew such of them as may become worn out lost or unfit for use by substituting others of a like nature provided that before carrying out any works of renewal or replacement the Lessee shall first obtain the approval of the Lessor as to the nature of the works to be carried out and as to the manner in which such works shall be carried out such approval not to be unreasonably withheld;

4.5 and also if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair of the Demised Premises it shall be lawful for the Lessor (but without prejudice to the right of re-entry under clause 6) to enter upon the Demised Premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expense of such repairs shall be repaid by the Lessee to the Lessor on demand and if not so paid within 14 days of demand being made shall be recoverable as rent in arrear;

4.6 the Lessee will at the end or sooner determination of the said term hereby granted peaceably and quietly leave surrender and yield up the Demised Premises in a state of repair in accordance with the covenants hereinbefore contained to the Lessor together with all fixtures of every kind in or upon the Demised Premises or which at the expiration or sooner determination of the said term may be affixed or fastened to or upon the same (trade or tenants' fixtures only excepted);

4.7

4.7.1 at all times during the said term to pay and contribute on demand a rateable or due proportion (to be calculated reasonably) of:

4.7.1.1 a reasonable proportion of the expense of cleaning repairing and maintaining when reasonably necessary all walls gutters drains pipes and any other things or conveniences which shall during the said term be used or enjoyed by the

Lessee in common or jointly with the owners and occupiers of any adjoining properties; and

- 4.7.1.2 any other act or thing done (with the agreement of the Lessor save where the Lessor is under the statutory obligation) in or about or in connection with the Demised Premises and the appurtenances thereto jointly with any adjoining or neighbouring building and the appurtenances thereto reasonably calculated to be for the benefit of the Lessee in common or jointly with the owners and occupiers of any adjoining properties but not otherwise provided for in this lease,

and if such aforesaid payment or contribution shall not be made within 14 days of demand being made it shall be recoverable as rent in arrear;

- 4.7.2 to permit the Lessor and his duly authorised agents employees workmen and others appointed by them at all reasonable times in the daytime on previous written appointment (except in case of emergency) during the said term to enter into and upon the Demised Premises and to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises where reasonable access cannot be gained without the Lessor entering upon the Demised Premises the Lessor causing as little inconvenience as possible in so doing and making good all damage to the Demised Premises caused thereby to the reasonable satisfaction of the Lessee;

and further that it shall be lawful for the Lessor and their agents with or without workmen whenever reasonably required but at least once in every year during the continuance of the said term at convenient times in the daytime by prior written appointment to enter and come into and upon the Demised Premises and every part thereof to take a schedule of the fixtures and things so to be left as aforesaid and also to view the state and condition of the Demised Premises and of all defaults defects decay and wants of reparation or amendment then and there found to give or leave notice in writing upon some part of the Demised Premises for the Lessee to repair and amend the same and that the Lessee will within the space of three calendar months next after such notice or sooner if requisite to commence and thereafter proceed diligently and expeditiously to repair mend and make good the same according to such notice and the covenants in that behalf hereinbefore contained;

- 4.8 to pay to the Lessor on demand all costs charges and expenses (including legal costs and also fees payable to a surveyor) which may be incurred or payable by the Lessor in relation to the preparation and service upon the Lessee of any notice (whether statutory or otherwise) specifying any breach committed by the Lessee of any covenant herein contained or requiring the Lessee to remedy the same or to make compensation therefor and any costs otherwise incurred by the Lessor in relation to any breach of the Lessee's covenants herein;
- 4.9 (save to the extent (if at all) required to carry out the Works and/or comply with the Lessee's obligations in this lease) not without the consent in writing of the Lessor (which consent shall not be unreasonably withheld) to cut maim injure or alter nor suffer to be cut maimed injured or altered any of the walls or timbers nor make or carry out any reconstruction or rebuilding of or make any alteration or addition in or to the Demised Premises (save that any internal or external alterations and additions which do not interfere with or cut into the structure do not require the Lessor's consent under this clause 4.9 and do not have to be removed at the expiration of the term) and before carrying out any such works as aforesaid will submit to the Lessor for approval by his surveyor the plans and specifications of any such reconstruction rebuilding alteration or addition (paying all fees of the Lessor and their surveyors in this connection) and also if the Lessor shall consent in writing as aforesaid will duly apply to the local planning authority as defined by the Town and Country Planning Act 1990 (which expression shall in these presents be deemed to include any Act or Acts for the time being in force amending or replacing the said Act and any orders regulations or directions issued under or by virtue of the said Act or any Act or Acts for the time being in force amending or replacing the same) for any necessary permission to effect or carry out such reconstruction rebuilding alteration addition or change of use and will apply as aforesaid and will give to the Lessor notice of such permission if granted within seven days of the receipt of the same from the said planning authority and also will at all times indemnify and keep indemnified the Lessor and their successors and assigns against all proceedings costs expenses claims and demands whatsoever in respect of the said application;
- 4.10 within seven days of the receipt of notice of the same by the Lessee to give full particulars to the Lessor of any notice or order or proposal for a notice or an order given issued or made to the Lessee by a planning authority under or by virtue of the Town and Country Planning Act 1990 and if so required by the Lessor will also without delay take all reasonable or necessary steps to comply with any such notice or order and will also at the request of with the Lessor make or join with the Lessor in making such objection or objections or representation or

representations against or in respect of any proposal for such a notice or order as the Lessor shall deem expedient;

- 4.11 not to do or permit or omit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises or any part thereof required to be omitted or done by any statute now or hereafter enacted or which shall contravene the provisions of any such statute and will at all times hereafter indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims and demands in respect of any such matter or thing contravening the provisions of any such statute as aforesaid;
- 4.12 not without the Lessor's previous consent in writing to stop up darken injure or impair nor suffer to be stopped up darkened injured or impaired any of the existing windows doors or ancient lights or easements belonging to the Demised Premises;
- 4.13 not during the said term to assign underlet (except by a permitted underlease) or otherwise part with the possession of any part less than the whole of the Demised Premises;
- 4.14 not during the said term to assign the whole or underlet or otherwise part with the possession of the whole or under underlet or otherwise part with possession of only part of the Demised Premises without the licence or consent of the Lessor first obtained in writing for that purpose such licence or consent not to be unreasonably withheld provided that the Lessee may share occupation or possession of the whole or part of the Demised Premises with an associated or subsidiary company of the Lessee within the meaning attributed by section 42 of the Landlord and Tenant Act 1954 and provided always that every assignment or underlease or tenancy agreement or the licence in respect thereof shall contain a covenant by the assignee underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained (except in the case of an underletting:
 - 4.14.1 the covenant for payment of rent under this lease; and
 - 4.14.2 if appropriate in the case of an underletting of part due to the nature and extent of the part to be underlet and the length of the underlease a covenant by the underlessee not to breach the covenants and conditions of this lease instead of a covenant to or perform them or all of them)

including a covenant not further to assign underlet or otherwise part with the possession of the premises the subject of such assignment underlease or tenancy agreement without such consent as aforesaid



and in the case of an assignment to pay the rent hereby reserved and provided further:

- 4.14.3 any such underletting shall be at a rack rent without any fine or premium;
- 4.14.4 no underletting of the whole of the Demised Premises shall be at an annual rent less than the annual rent for the time being payable hereunder at the time of the granting of the said underletting;
- 4.14.5 no underletting shall be permitted unless the Lessee and the intended underlessee have first obtained an order from the appropriate court authorising the exclusion of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 or similar provisions of any Act replacing amending or re-enacting the same from the intended underlease;
- 4.14.6 no underletting of part shall be of any part less than one whole floor of the Demised Premises and no more than three underlettings shall be permitted at any one time;
- 4.14.7 no provisions in this lease shall prevent the Lessee from sharing the Demised Premises whether in whole or in part with any associated and/or group company of the Lessee within the meaning of the Companies Act 1985 so long as no relationship of landlord and tenant is created and the company sharing the Demised Premises is in occupation as licensee only,

and provided further that if any intended assignee or underlessee shall be a limited company then upon the Lessor's demand at least two of its directors (or more if the Lessor so requires) shall join in such licence as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will pay the said rents and perform and observe the said covenants and to indemnify and save harmless the Lessor against all loss damages costs and expenses arising by reason of any default by the company;

and to pay to the Lessor all solicitors' costs and surveyors' fees incurred by the Lessor attendant upon or incidental to every application made by the Lessee for a consent or licence required by this lease whether the same be granted or refused or proffered subject to any qualification or condition or whether the application be withdrawn;

- 4.15 from time to time without any demand by the Lessor to leave with the Lessor all permitted assignments underleases or other instruments effecting the devolution of the Lessee's interest in the Demised

Premises within one calendar month after the execution or making of such assignments underleases or other instruments respectively and also all probates of wills and letters of administration of every deceased lessee assignee or underlessee within three calendar months after the granting of such probates or letters of administration for the purpose of being registered by the Lessor and to pay a fee of £20 (twenty pounds) plus value added tax for the registration in respect of each assignment underlease or other instrument registered and in every underlease of the Demised Premises or any part thereof or cause a similar covenant to be inserted therein on the part of the underlessee or his successors in title to be observed and performed;

- 4.16 it shall be lawful for the Lessor or the Lessor's agent or agents at any time within six calendar months next before the expiration or sooner determination of the said term to enter upon the Demised Premises and to affix upon any suitable part thereof (but not in a position so as to obscure any Lessee's signs or interfere with the Lessee's business) a notice board or bill for reletting the same and will not suffer or permit the same to be removed or obscured and will permit all persons by order in writing of the Lessor or such agents to enter and view the Demised Premises and every part thereof at reasonable times in the daytime without interruption;
- 4.17 not to do or suffer to be done in or upon the Demised Premises or any part thereof any act matter or thing which may be or grow to the annoyance nuisance damage or disturbance of the Lessor or the owners or occupiers of any adjoining or adjacent premises or which would make void or tend to make voidable the Lessor's insurance policy in respect of the Demised Premises or the Building or which would cause the premiums to be increased and immediately at the Lessee's own cost and expense to comply with all recommendations and requirements of the Lessor's and insurers both as to fire precautions relating to the Demised Premises and otherwise and further that the Lessee will comply with all byelaws and regulations and requirements of any public or local authority affecting the Demised Premises and will at the Lessee's own expense carry out any works of alteration or otherwise that may be required by any such authority or by the Lessor's insurers by reason of the Lessee's use of the Demised Premises and to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and in executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the Demised Premises in obedience to a notice served by a local authority;

4.18

4.18.1 not to permit any sale by auction to be held in or upon the Demised Premises or any part thereof nor use or allow the same to be used for any illegal or immoral purpose or for residential purposes;

4.18.2 not to place or expose for sale or otherwise to permit or suffer so to be upon or over the ground outside the front of the Demised Premises any goods or things whatsoever;

4.19 not at any time to use or allow the Demised Premises or any part thereof to be used for any purpose other than as offices but no warranty is given by the Lessor that the Demised Premises may be used for this purpose;

4.20 forthwith to insure and keep insured the plate glass (if any) in the Demised Premises against damage or breakage by accident or otherwise and duly and punctually to pay all premiums and monies necessary for effecting or keeping up such insurance on or within seven days after the day on which the same shall become due or payable and on demand to produce to the Lessor or the Lessor's agents the policy or policies of such insurance and the receipt or receipts for the current year's premium provided always that if the Lessee shall fail to make and maintain any such insurance as aforesaid the Lessor may from time to time at the Lessor's discretion effect and keep on foot such insurance and the Lessee will on demand repay to the Lessor all sums of money expended by the Lessor for that purpose;

4.21 in the event of any of the drains becoming blocked or stopped up to pay any cost which may be incurred by the Lessor in cleaning and clearing the said drains from obstructions; and

4.22 not without the Lessor's consent (not to be unreasonably withheld) to have in or about the Demised Premises any signs wires conduits or any other thing which in any way projects from the Demised Premises externally and to remove anything so projecting which is not so authorised forthwith upon the request of the Lessor or their duly authorised agents and to make good any damage occasioned. Save that for the avoidance of doubt the Lessee may use the existing fascia name board which extends across the width of the front of the Demised Premises and the front elevation to the Demised Premises.



5. And the Lessor hereby covenants and agrees with the Lessee that the Lessee paying the said rents hereby reserved and observing and performing all and singular the covenants and conditions hereinbefore contained and on the Lessee's part to be observed and performed:
 - 5.1 the Lessee shall and may during the continuance of the term hereby granted peaceably and quietly hold occupy and enjoy the Demised Premises with the appurtenances without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for the Lessor; and
 - 5.2 to insure and keep insured the Demised Premises (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or its or their servants agents licensees tenants or visitors) against loss or damage by fire explosion terrorism and such other risks (if any) as the Lessor or Lessee may reasonably require in some insurance office of repute in the full reinstatement value thereof including loss of rent for three years an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and Property owner's Liability Insurance.
6. Provided always and these presents are upon condition that if the said yearly rents shall be unpaid in part or in all by the space of 21 days next after any of the days on which the same are to be paid as aforesaid whether the same shall have been lawfully demanded or not or if the Lessee shall not at all times during the said term observe and perform all the covenants stipulations and agreements on the part of the Lessee hereinbefore contained or if the Lessee being an individual or individuals (and if the Lessee shall be more than one individual any one of them) shall become bankrupt or make an arrangement or composition with creditors or being a company a receiver shall be appointed of the company or the company shall enter into a liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of reconstruction) then and in any of such cases it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to enter into the Demised Premises and to have again repossess and enjoy the Demised Premises thenceforth as if these presents had not been made (without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants or agreements by the Lessee hereinbefore contained) and the Lessee and all other occupiers of the Demised Premises or any part thereof thereout and therefrom utterly to expel and remove notwithstanding this lease or anything herein contained to the contrary.
7. Provided also:
 - 7.1 if the Demised Premises or any part thereof shall at any time be so damaged or destroyed by fire or other insured risk so as to become



unfit for use and the policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the Lessee its agents servants tenants visitors or invitees there shall cease to be payable from the date of such damage or destruction until the Demised Premises are rebuilt or reinstated and made fit for use so much of the rents hereby reserved as is proportionate to the damage or destruction so sustained and any dispute concerning this clause 7 shall be determined by a single arbitrator in accordance with the provisions of the Arbitration Act 1990 or any statutory modification or re-enactment thereof for the time being in force;

7.2 in the event of the Demised Premises being destroyed or damaged by any of the insured risks to apply all money received by virtue of such insurance in making good the damage occasioned provided always if the rebuilding or reinstating of the Demised Premises or any part thereof shall be frustrated at anytime the Lessor may determine the said term by giving to the Lessee notice in writing expiring at any time and if this lease is terminated pursuant to this provision the insurance monies other than the insurance monies for loss of rent received by the Lessor shall be divided between the Lessor and the Lessee in such proportions as they shall agree in the shares the value of their respective interests in the Demised Premises bear to each other at the date of determination of this lease or in default of agreement shall be determined by an arbitrator to be appointed by the parties; and

7.3 in the event of the Demised Premises or any part thereof being damaged or destroyed by any of the insured risks and the insurance money under any insurance against the same effected thereon by the Lessor being wholly or partly irrecoverable by reason solely or in part of any act or default of the Lessee then and in every such case the Lessee will forthwith pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of completing rebuilding and reinstating the same.

8. Provided further and it is hereby agreed as follows:

8.1 the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of any damage suffered by the Lessee or any servant agent or workman of the Lessee or any Licensee of the Lessee through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Demised Premises or any part thereto;

8.2 the Lessor shall not be responsible to the Lessee or the Lessee's licensees servants agents or other persons in the Demised Premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Demised Premises; and

8.3 nothing in this lease shall impose any obligation on the Lessor to provide or install any system or service not in existence at the date hereof.

9. In this lease where the context permits the masculine gender shall include the feminine and neuter genders and the singular number shall include the plural number and vice versa and when the expression the **Lessee** comprises two or more persons firms or companies the Lessee's obligations shall be construed as joint and several and the Lessor shall not be prejudiced by any agreement bankruptcy composition dealing death dissolution indulgence liquidation or security in relation to some one or more of the Lessees and/or the surety.
10. Where the Lessee is obliged to make any payment or contribution under the terms of this lease such payment or contribution shall also include any value added tax payable in respect thereof.
11. These presents shall incorporate the provisions as to notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and every notice required to be given hereunder shall be in writing.
12. For so long as the reversion to the term granted by this lease is vested in Maliton Limited any notices to be served on the Lessor (including notices in any proceedings) may be served at the Lessor c/o Fladgate Fielder, 25 North Row, London W1K 6DJ or at such alternative address in the United Kingdom as the Lessor shall from time to time notify to the Lessee in writing for the purpose of service of notices.
13. This lease has been executed as a deed but is not delivered until it has been dated.

Signed as a deed on behalf of
Maliton Limited

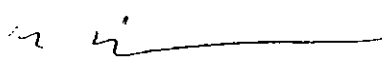
a company incorporated in
the British Virgin Islands

by [

Mark Djerles and

Mark Lobnan

who in accordance with the laws of
that territory is acting under the
authority of the company:


Authorised signatory

ANNEXURE 3



6 Cochrane House
Admirals Way
Canary Wharf
London E14 9UD

Ph 020 3328 1950
Fax 020 7987 4252

email: create@alliancema.co.uk

STATEMENT

Taylor Gordon & Co. Ltd.
t/a Plan Personnel
Stonemead House
95 London Road
Croydon, Surrey
CRO 2RF

Cheques to be made payable to:
Create Asset Management Ltd

Location: Grays Inn Road 283, London

Reference: 01/018/01/Z

Date: 3 Oct 2018

Period	Description	Due	Paid	Balance
22 Sep 2003-	Receipt by Cheque		7,500.00	-7,500.00
29 Sep 2003-24 Dec 2003	Quarterly Rent in Advance	7,500.00		0.00
25 Dec 2003-24 Mar 2004	Quarterly Rent in Advance	7,500.00		7,500.00
5 Jan 2004-	Receipt by Standing order		7,500.00	0.00
25 Mar 2004-24 Mar 2005	Building Insurance	1,016.53		1,016.53
25 Mar 2004-24 Mar 2005	Terrorism INSurance	195.32		1,211.85
22 Mar 2004-	Receipt by Standing order		7,500.00	-6,288.15
23 Mar 2004-	Cheque received		2,530.54	-8,818.69
25 Mar 2004- 6 May 2004	Quarterly Rent in Advance	3,543.96		-5,274.73
7 May 2004-23 Jun 2004	Quarterly Rent in Advance	5,274.73		0.00
21 Jun 2004-	Receipt by Standing order		10,000.00	-10,000.00
24 Jun 2004-28 Sep 2004	Quarterly Rent in Advance	10,000.00		0.00
24 Sep 2004-	Receipt by Standing order		10,000.00	-10,000.00
29 Sep 2004-24 Dec 2004	Quarterly Rent in Advance	10,000.00		0.00
25 Dec 2004-24 Mar 2005	Quarterly Rent in Advance	10,000.00		10,000.00
29 Dec 2004-	Receipt by Standing order		10,000.00	0.00
25 Mar 2005-24 Mar 2006	Buildings & Terrorism Insurance	1,264.56		1,264.56
21 Mar 2005-	Receipt by Standing order		10,000.00	-8,735.44
25 Mar 2005-23 Jun 2005	Quarterly Rent in Advance	10,000.00		1,264.56
14 Apr 2005-	Cheque received		1,264.56	0.00
20 Jun 2005-	Receipt by Standing order		10,000.00	-10,000.00
24 Jun 2005-28 Sep 2005	Quarterly Rent in Advance	10,000.00		0.00
26 Sep 2005-	Receipt by Standing order		10,000.00	-10,000.00
29 Sep 2005-24 Dec 2005	Quarterly Rent in Advance	10,000.00		0.00
25 Dec 2005-24 Mar 2006	Quarterly Rent in Advance	10,000.00		10,000.00
28 Dec 2005-	Receipt by Standing order		10,000.00	0.00
20 Mar 2006-	Receipt by Standing order		10,000.00	-10,000.00
25 Mar 2006-23 Jun 2006	Quarterly Rent in Advance	10,000.00		0.00
25 Mar 2006-24 Mar 2007	Buildings & Terrorism Insurance	1,295.18		1,295.18
25 May 2006-	Cheque received		1,295.18	0.00
19 Jun 2006-	Receipt by Standing order		10,000.00	-10,000.00
24 Jun 2006-28 Sep 2006	Quarterly Rent in Advance	10,000.00		0.00
25 Sep 2006-	Receipt by Standing order		10,000.00	-10,000.00
29 Sep 2006-24 Dec 2006	Quarterly Rent in Advance	10,000.00		0.00
25 Dec 2006-24 Mar 2007	Quarterly Rent in Advance	10,000.00		10,000.00
4 Jan 2007-	Receipt by Standing order		10,000.00	0.00
20 Mar 2007-	Receipt by Standing order		10,000.00	-10,000.00
25 Mar 2007- 6 May 2007	Quarterly Rent in Advance	4,725.27		-5,274.73
25 Mar 2007-23 Jun 2007	Quarterly Rent in Advance	10,000.00		4,725.27
25 Mar 2007- 6 May 2007	Contra Quarterly Rent in Advance	-4,725.27		0.00
25 Mar 2007-24 Mar 2008	Buildings Insurance	1,332.44		1,332.44
2 Apr 2007-	Cheque received		1,332.44	0.00
19 Jun 2007-	Cheque received		10,000.00	-10,000.00
24 Jun 2007-28 Sep 2007	Quarterly Rent in Advance	10,000.00		0.00
29 Sep 2007-24 Dec 2007	Quarterly Rent in Advance	10,000.00		10,000.00
26 Oct 2007-	Receipt by BGC		10,000.00	0.00
10 Dec 2007-	Cheque received		698.63	-698.63
14 Dec 2007-	Cheque received		11,250.00	-11,948.63
4 Dec 2007-24 Mar 2008	Rent Increase	1,948.63		-10,000.00
25 Dec 2007-24 Mar 2008	Quarterly Rent in Advance	10,000.00		0.00
25 Mar 2008-23 Jun 2008	Quarterly Rent in Advance	11,250.00		11,250.00
25 Mar 2008-	Insurance 2008/2009	1,364.90		12,614.90
26 Mar 2008-	Cheque received		11,250.00	1,364.90

Continued

6 Cochrane House
Admirals Way
Canary Wharf
London E14 9UD

Ph 020 3328 1950
Fax 020 7987 4252

email: create@alliancema.co.uk

STATEMENT

Taylor Gordon & Co. Ltd.
t/a Plan Personnel
Stonemead House
95 London Road
Croydon, Surrey
CRO 2RF

Cheques to be made payable to:
Create Asset Management Ltd

Location: Grays Inn Road 283, London

Reference: 01/018/01/Z

Date: 3 Oct 2018

Period	Description	Due	Paid	Balance
10 Apr 2008-	Cheque received		1,364.90	0.00
24 Jun 2008-28 Sep 2008	Quarterly Rent in Advance	11,250.00		11,250.00
25 Jun 2008-	Cheque received		11,250.00	0.00
22 Sep 2008-	Cheque received		11,250.00	-11,250.00
29 Sep 2008-24 Dec 2008	Quarterly Rent in Advance	11,250.00		0.00
17 Dec 2008-	Cheque received		11,250.00	-11,250.00
25 Dec 2008-24 Mar 2009	Quarterly Rent in Advance	11,250.00		0.00
18 Mar 2009-	Cheque received		11,250.00	-11,250.00
18 Mar 2009-	Insurance 2009/10	1,365.01		-9,884.99
25 Mar 2009-23 Jun 2009	Quarterly Rent in Advance	11,250.00		1,365.01
7 Apr 2009-	Cheque received		1,365.01	0.00
24 Jun 2009-28 Sep 2009	Quarterly Rent in Advance	11,250.00		11,250.00
24 Jun 2009-	Cheque received		11,250.00	0.00
18 Sep 2009-	Cheque received		11,250.00	-11,250.00
29 Sep 2009-24 Dec 2009	Quarterly Rent in Advance	11,250.00		0.00
11 Dec 2009-	Cheque received		11,250.00	-11,250.00
25 Dec 2009-24 Mar 2010	Quarterly Rent in Advance	11,250.00		0.00
18 Mar 2010-	Cheque received		11,250.00	-11,250.00
25 Mar 2010-23 Jun 2010	Quarterly Rent in Advance	11,250.00		0.00
12 Apr 2010-	Insurance 2010/11	1,320.84		1,320.84
23 Apr 2010-	Cheque received		1,320.84	0.00
18 Jun 2010-	Cheque received		11,250.00	-11,250.00
24 Jun 2010-28 Sep 2010	Quarterly Rent in Advance	11,250.00		0.00
17 Sep 2010-	Cheque received		11,250.00	-11,250.00
29 Sep 2010-24 Dec 2010	Quarterly Rent in Advance	11,250.00		0.00
14 Dec 2010-	Cheque received		11,250.00	-11,250.00
25 Dec 2010-24 Mar 2011	Quarterly Rent in Advance	11,250.00		0.00
22 Mar 2011-	Cheque received		11,250.00	-11,250.00
25 Mar 2011-23 Jun 2011	Quarterly Rent in Advance	11,250.00		0.00
28 Mar 2011-	Terrorism renewal 2011-2012	277.62		277.62
31 Mar 2011-	Insurance Renewal 2011-2012	1,077.77		1,355.39
7 Apr 2011-	Cheque received		277.62	1,077.77
13 Apr 2011-	Cheque received		1,077.77	0.00
24 Jun 2011-28 Sep 2011	Quarterly Rent in Advance	11,250.00		11,250.00
24 Jun 2011-	Cheque received		11,250.00	0.00
21 Sep 2011-	Cheque received		11,250.00	-11,250.00
29 Sep 2011-24 Dec 2011	Quarterly Rent in Advance	11,250.00		0.00
15 Dec 2011-	Cheque received		11,250.00	-11,250.00
25 Dec 2011-24 Mar 2012	Quarterly Rent in Advance	11,250.00		0.00
6 Mar 2012-	Insurance renewal 2012/13	1,414.42		1,414.42
22 Mar 2012-	Cheque received		12,664.42	-11,250.00
25 Mar 2012-23 Jun 2012	Quarterly Rent in Advance	11,250.00		0.00
18 Jun 2012-	Cheque received		11,250.00	-11,250.00
24 Jun 2012-28 Sep 2012	Quarterly Rent in Advance	11,250.00		0.00
27 Sep 2012-	Cheque received		11,250.00	-11,250.00
29 Sep 2012-24 Dec 2012	Quarterly Rent in Advance	11,250.00		0.00
17 Dec 2012-	Cheque received		11,250.00	-11,250.00
25 Dec 2012-24 Mar 2013	Quarterly Rent in Advance	11,250.00		0.00
19 Mar 2013-	Cheque received		11,250.00	-11,250.00
25 Mar 2013-23 Jun 2013	Quarterly Rent in Advance	11,250.00		0.00
12 Apr 2013-	Insurances 2013/2014	1,295.18		1,295.18
12 Apr 2013-	Insurances 2013/2014	-1,295.18		0.00
12 Apr 2013-	Insurances 2013/2014	1,424.70		1,424.70

Continued

6 Cochrane House
Admirals Way
Canary Wharf
London E14 9UD

Ph 020 3328 1950
Fax 020 7987 4252

email: create@alliancema.co.uk

STATEMENT

Taylor Gordon & Co. Ltd.
t/a Plan Personnel
Stonemead House
95 London Road
Croydon, Surrey
CRO 2RF

Cheques to be made payable to:
Create Asset Management Ltd

Location: Grays Inn Road 283, London

Reference: 01/018/01/Z

Date: 3 Oct 2018

Period	Description	Due	Paid	Balance
3 May 2013-	Cheque received		1,424.70	0.00
24 Jun 2013-28 Sep 2013	Quarterly Rent in Advance	11,250.00		11,250.00
24 Jun 2013-	Receipt by Standing order		11,250.00	0.00
24 Sep 2013-	Cheque received		11,250.00	-11,250.00
29 Sep 2013-24 Dec 2013	Quarterly Rent in Advance	11,250.00		0.00
23 Dec 2013-	Receipt by Standing order		11,250.00	-11,250.00
25 Dec 2013-24 Mar 2014	Quarterly Rent in Advance	11,250.00		0.00
19 Mar 2014-	Cheque received		11,250.00	-11,250.00
25 Mar 2014-23 Jun 2014	Quarterly Rent in Advance	11,250.00		0.00
25 Mar 2014-24 Mar 2015	Yearly Insurance in Advance	1,392.36		1,392.36
24 Jun 2014-28 Sep 2014	Quarterly Rent in Advance	11,250.00		12,642.36
25 Jun 2014-	Cheque received		12,642.36	0.00
19 Sep 2014-	Cheque received		11,250.00	-11,250.00
29 Sep 2014-24 Dec 2014	Quarterly Rent in Advance	11,250.00		0.00
18 Dec 2014-	Cheque received		11,250.00	-11,250.00
25 Dec 2014-24 Mar 2015	Quarterly Rent in Advance	11,250.00		0.00
17 Mar 2015-	Cheque received		11,250.00	-11,250.00
25 Mar 2015-23 Jun 2015	Quarterly Rent in Advance	11,250.00		0.00
25 Mar 2015-24 Mar 2016	Yearly Insurance in Advance	1,048.31		1,048.31
2 Jun 2015-	Cheque received		1,048.31	0.00
19 Jun 2015-	Cheque received		11,250.00	-11,250.00
24 Jun 2015-28 Sep 2015	Quarterly Rent in Advance	11,250.00		0.00
31 Jul 2015-	Schedule of Dilapidations 283 Grays	2,040.00		2,040.00
25 Sep 2015-	Cheque received		1,356.08	683.92
25 Sep 2015-	Cheque received		2,040.00	-1,356.08
29 Sep 2015-18 Dec 2015	Quarterly Rent in Advance	9,986.30		8,630.22
18 Dec 2015-	Rent due	0.08		8,630.30
4 Jan 2016-	Receipt by BACS		8,630.30	0.00
		541,083.66	541,083.66	
	Total		0.00	
	Credit balance:		0.00	

THE TERMS OF YOUR AGREEMENT MAY CONTAIN PROVISION REGARDING INTEREST ON LATE PAYMENT AND IN ORDER TO AVOID INTEREST CHARGES BEING ADDED TO YOUR ACCOUNT THE CHARGES ABOVE SHOULD BE PAID ON OR BEFORE THE DUE DATE

This statement is issued to assist the tenant in fulfilling its obligations to pay charges on the due date. Any error in the amount demanded does not obviate the need for the tenant to pay the correct amount or the right of the landlord to subsequently issue an amended demand. The amount demanded is without prejudice to any current rent review negotiations. Neither the issue of this demand nor acceptance of any payment made by the tenant shall operate or be deemed to operate as a waiver by the landlord of any breach of the lease (irrespective of whether the landlord is aware of the breach). Acceptance of payment from an unlawful tenant does not confer rights on that person in respect of the premises.

In accordance with the S.47 and S.48 of the Landlord and Tenant Act 1987 your Landlord's name(s) and the address(es) in England and Wales at which notices (including notices of proceedings) may be served are:

s48: 1 Talbot Yard London SE1 1YP
s47: Create Reit Ltd 1 Talbot Yard London SE1 1YP

PAYMENT CAN BE MADE DIRECTLY INTO OUR BANK A/C - PLEASE QUOTE YOUR REFERENCE 01/018/01/Z ON ALL PAYMENTS

A/c Name: Create Asset Management Sort Code: 30-93-80 A/c Number: 02149324



ANNEXURE 4



Taylor Gordon & Company Ltd

Directions Save

Employment agency in London, England · 2.1 mi

Address: 283 Grays Inn Rd, Kings Cross, London WC1X 8QF

Phone: 020 7837 8090

[Suggest an edit](#) · [Own this business?](#)

[Add missing information](#)

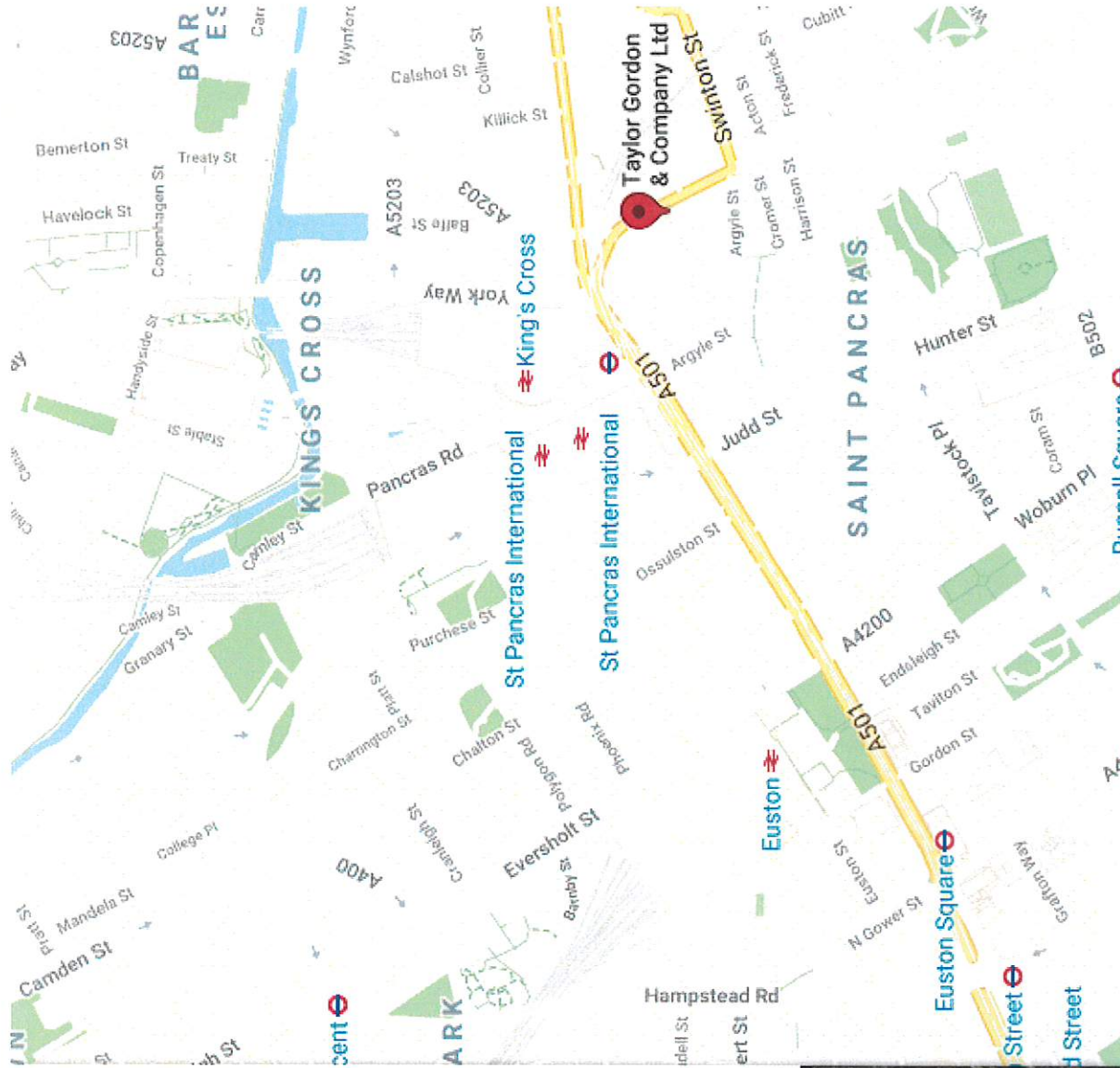
[Add business hours](#)

[Add website](#)

[Know this place?](#) [Answer quick questions](#)

[Questions & answers](#)

[Be the first to ask a question](#)





Plan Personnel

Directions Save

3.0 ★★☆☆ 2 Google reviews
2.1 mi

Address: 283 Grays Inn Rd, Kings Cross, London WC1X 8QF

Phone: 020 7837 4343

[Suggest an edit](#) · [Own this business?](#)

[Add missing information](#)

[Add business hours](#)

[Add website](#)

[Add category](#)

[Know this place?](#) [Answer quick questions](#)

[Questions & answers](#)

[Be the first to ask a question](#)

[Ask a question](#)

