

**Dated**

**2019**

**FRAMEWORK MARKET RESEARCH LIMITED**

**and**

**QA LIMITED**

**UNDERLEASE**

**relating to**

**ground and first floors of 1 Rosebery Avenue  
forming part of James Hartnoll Estate London EC1R 5LJ**

**KEYSTONE LAW**

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## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number(s)**

NGL950343

#### **LR2.2 Other title numbers**

NGL950278 and NGL950339

### **LR3. Parties to this Lease**

#### **Landlord**

Framework Market Research Limited whose registered office is at

Suite A 4-6 Canfield Place London NW6 3BT

Company Registered Number 06710002

#### **Tenant**

QA Limited whose registered office is at

Rath House, 55-65 Uxbridge Road, Slough, Berkshire, SL1 1SG

Company Registered Number 02413137

#### **Other parties**

None

#### **Guarantor**

### **LR4. Property**

**In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "Property" in clause 1.1 of this Lease.

### **LR5. Prescribed statements etc.**

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

None.

**LR5.2 This Lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term as specified in this Lease at clause 1.1 in the definition of "Contractual Term".

**LR7. Premium**

None

**LR8. Prohibitions or restrictions on disposing of this Lease**

This Lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this Lease**

None.

**LR9.3 Landlord's contractual rights to acquire this Lease**

None.

**LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

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

The easements as specified in clause 3 of this Lease.

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

The easements as specified in clause 4 of this Lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

None

## Parties

- (1) **FRAMEWORK MARKET RESEARCH LIMITED** (Company Registered Number 06710002 whose registered office is at Suite A 4-6 Canfield Place London NW6 3BT (the "**Landlord**"); and
- (2) **QA LIMITED** (Company Registered Number 02413137) whose registered office is at Rath House, 55-65 Uxbridge Road, Slough, Berkshire, SL1 1SG (the "**Tenant**")

## Background

- (A) The Landlord is entitled to possession of the Building under the terms of the Superior Leases (a copy of which has been given to the Tenant).
- (B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this Lease.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this Lease.

#### 1.1 Definitions:

- "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;
  - (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;
  - (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;
  - (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;
  - (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;

- (f) the making of a winding-up order in respect of the Tenant or any guarantor;
- (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;
- (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.

<b>"Annual Rent"</b>	£254,208 pa (inclusive of Service Charge and Insurance Rent) plus VAT
<b>"Building"</b>	The premises as demised by and more particularly described in the Superior Leases.
<b>"Common Parts"</b>	The access to the Property shown coloured green on Plan 2
<b>"Contractual Term"</b>	a term of 5 years beginning on and expiring on 2024
<b>"CDM Regulations"</b>	the Construction (Design and Management)



Regulations 2015.

<b>"Default Interest Rate"</b>	4 % per annum above the Interest Rate.
<b>"Energy Assessor"</b>	an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).
<b>"Energy Performance Certificate"</b>	a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
<b>"Head Landlord"</b>	The party entitled to the reversion immediately expectant on the term granted by the Head Lease;
<b>"Head Lease"</b>	The lease by virtue of which the Superior Landlord holds the Property being the lease dated 26 March 2015 made between James Hartnoll Estates Limited (1) Liza Johnson (2);
<b>"Head Lease Covenants"</b>	the obligations in the Head Lease to be observed by the Head Landlord;
<b>"Insurance Rent"</b>	<p>A fair and proper proportion of the sum payable by the Landlord to the Superior Landlords under the Superior Leases (before any discount or commission) for the insurance of:</p> <ul style="list-style-type: none"><li>(a) the Building (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;</li><li>(b) any insurance premium tax payable on the above.</li></ul>
<b>"Insured Risks"</b>	means such risks against which the Superior Landlords should insure in accordance with the

provisions of the Superior Leases.

<b>"Interest Rate"</b>	the base rate from time to time of Lloyds Bank PLC, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.
<b>"LTA 1954"</b>	Landlord and Tenant Act 1954.
<b>"Permitted Use"</b>	Any use within Use Classes B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this Lease is granted.
<b>"Property"</b>	<p>All the ground and first floor premises known as 1 Rosebery Avenue London being part of together with the entrance at pavement level being part of the Building shown edged in red on Plan 1 bounded by and including:</p> <ul style="list-style-type: none"><li>(a) the floorboards;</li><li>(b) the interior plaster finish on the ceiling;</li><li>(c) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars;</li><li>(d) one half of the thickness of the interior, non-structural or load-bearing walls; and</li><li>(e) all Service Media within the Property;</li></ul> <p>but excluding:</p> <ul style="list-style-type: none"><li>(f) the Common Parts; and</li><li>(g) all Service Media within the Property which do not exclusively serve the Property;</li><li>(h) all external or structural or load-bearing walls columns beams and supports</li></ul>
<b>"Quarter Days"</b>	25 March 24 June 29 September and 25 December in any calendar year
<b>"Rent Commencement Date"</b>	[3 months rent free] 2019
<b>"Recommendation Report"</b>	a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
<b>"Rent Payment Days"</b>	the Quarter Days.

<b>"Reservations"</b>	all of the rights excepted, reserved and granted to the Landlord by this Lease.
<b>"Service Charge"</b>	the Service Costs as is allocated to the Property paid by the Landlord to the Superior Landlord in each Service Charge Year
<b>"Service Charge Year"</b>	the annual accounting period relating to the Services and the Service Costs beginning on the date hereof and each subsequent anniversary of the date of this lease during the term.
<b>"Service Costs"</b>	the costs listed in paragraph 2 of the Schedule.
<b>"Services"</b>	the services listed in paragraph 1 of the Schedule.
<b>"Service Media"</b>	all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
<b>"Superior Landlords"</b>	the landlords for the time being of the Superior Leases.
<b>"Superior Landlords' Covenants"</b>	the obligations in the Superior Leases to be observed by the Superior Landlords.
<b>"Superior Landlords' Neighbouring Property"</b>	each and every part of the adjoining and neighbouring property in which the Superior Landlords registered at the Land Registry under Title Numbers NGL950339 NGL950343 and NGL950278
<b>"Superior Lease"</b>	the lease by virtue of which the Landlord holds the Property dated 26 March 2015 made between Liza Johnson (1) the Landlord (2) (as varied by a Deed dated 15 January 2016 made between Liza Johnson (1) Framework Market Research Limited (2)) and any documents made supplemental to it.
<b>"Superior Rent"</b>	the annual rent payable by the Landlord under the Superior Leases.
<b>"Third Party Rights"</b>	all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this Lease
<b>"VAT"</b>	value added tax chargeable under the VATA 1994 and any similar replacement tax and any

similar additional tax.

**"VATA 1994"**

Value Added Tax Act 1994.

- 1.2 A reference to the **"Superior Leases"** is a reference to the Head Lease, the Superior Lease and all other leases the reversion to which is superior thereto and any deed, licence, consent, approval or other instrument supplemental to them. 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 **"Superior Landlord"** includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the Superior Landlords includes a reference to the Head Landlord, the Superior Landlord and to the persons entitled to the reversion of each of the Superior Leases. 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 Save as provided in clause 8, 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 acting reasonably.
- 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, references to the **"Building"**, the **"Common Parts"** and the **"Property"** are to the whole and any part of them or it.
- 1.7 The expression **"neighbouring property"** does not include the Building.
- 1.8 A reference to the **"term"** is to the Contractual Term..
- 1.9 A reference to the **"end of the term"** is to the end of the term however it ends.
- 1.10 References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Superior Landlords where such consent or approval is required under the terms of the Superior Leases except that nothing in this Lease shall be construed as imposing on the Superior Landlords any obligation (or indicating that such an obligation is imposed on the Superior Landlords by the terms of the Superior Leases) not unreasonably to refuse any such consent.
- 1.11 A **"working day"** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include any subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to "**writing**" or "**written**" excludes fax and email.
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are reference to the clauses and Schedules of this Lease and references in to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## **2. Grant**

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, 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:
- 2.3.1 the Annual Rent;
- 2.3.2 all VAT in respect of it; and
- 2.3.3 all interest payable under this Lease

## **3. Ancillary rights**

- 3.1 The Landlord grants the Tenant and their or its servants, agents and licencees 365 days a year and 24 hours a day the following rights (the "**Rights**");

- 3.1.1 the right to support shelter and protection from the remainder of the Building (to the extent that it provides support shelter and protection to the Property at the date of this Lease);
- 3.1.2 a right of way over and along the Common Parts;
- 3.1.3 a right to use the area coloured blue on Plan 2 for any use connected with the Permitted Use;
- 3.1.4 the right to the free passage of water soil gas, electricity and telecommunications and all other supplies to and from the Property through such of the Conduits as are now or may within the Term be in upon or under any other part of the Building and any neighbouring property of the Landlord all such rights to be so far as necessary for the enjoyment of the Property;
- 3.1.5 the right to enter the Common Parts or any other part of the Building so far as is reasonably necessary (and with prior consent of the Landlord and, if required, the Superior Landlords save in case of emergency) to perform any of the Tenant's covenants contained in this Lease or to carry out any works to the Property required or permitted by this Lease making good any damage caused;
- 3.1.6 The right to display the name of the Tenant and any permitted occupiers of the Property in a manner that accords with the reasonable signage policy for the Building;
- 3.2 The Rights are granted in common with the Landlord, the Superior Landlords and any other person authorised by Landlord or the Superior Landlords.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right of which details have been supplied to the Tenant.
- 3.4 In relation to the Rights mentioned in clause 3.1.4, the Landlord or the Superior Landlords may, at their discretion, but never more than once a year re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.5 Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over the Common Parts or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any neighbouring property and section 62 of the Law of Property Act 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 Building and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term and to the Superior Landlords for the benefit of the Superior Landlords' Neighbouring Property:
  - 4.1.1 The right to the free passage of water soil gas electricity telecommunications and all other services and supplies from and to any other part of the Building and any

neighbouring premises through such of the Conduits as are now in upon or under the Property or which may subsequently be installed or constructed

- 4.1.2 Right of way at all times without causing any obstruction for all purposes in connection with the Building:-
  - 4.1.2.1 with or without vehicles over the roadways and car parking areas shown coloured yellow and coloured blue on Plan 2 and forming part of the Estate and contributing a fair and reasonable proportion (according to user) of the cost relating to its upkeep.
  - 4.1.2.2 The right to light air support and protection such as are capable of being enjoyed by the remainder of the Building or any neighbouring premises of the Landlord.
  - 4.1.2.3 The right to carry out or permit the development of the remainder of the Building or any neighbouring premises or any part of them and to build on or into any boundary wall of the Property or to re-route any services in or access to the Property or the Building without payment of compensation to the Tenant for any damage or otherwise subject to the Landlord exercising such right in a reasonable manner and making good any physical damage caused to the Property to the Tenant's reasonable satisfaction but notwithstanding any diminution of light or air to the Property.
  - 4.1.2.4 The right to erect scaffolding for the purpose of repairing maintaining cleaning or altering the Building or any neighbouring premises on the condition that the Landlord ensures that appropriate insurance is put in place in respect of the scaffolding and it is removed as soon as reasonably practicable and in any event as soon as the work has been undertaken.
  - 4.1.2.5 The right to enter the Property for the purposes and in the manner mentioned in this Lease.

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 the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not adversely affect the use and enjoyment of the Property for the Permitted Use. The party exercising such right shall cause as little disturbance to the Tenant and its business as is reasonably practicable and shall make good all damage caused.

- 4.2 The Tenant shall allow the Landlord 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 received reasonable notice from the Landlord (which need not be in writing) to the Tenant.
- 4.3 The Landlord will not through exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, 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 the Reservations except for:
  - 4.3.1 physical damage to the Property; or

- 4.3.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **5. Third Party Rights**

- 5.1 The Tenant shall comply with all obligations on the Landlord and the Superior Landlords relating to the Third Party Rights (insofar as those obligations relate to the Property are still subsisting and capable of being enforced and do not fall within the ambit of the Landlord's obligations in this lease ) 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, the Superior Landlords 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 on the Rent Payment Dates and any VAT in respect of it in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date
- 6.3 If the Tenant shall fail to pay the Annual Rent on the due date (whether formally demanded or not) or shall fail to pay any other sums due under this lease within seven days of the due date the Tenant shall pay to the Landlord Interest at the Default Interest Rate on such rents or other sums calculated from the due date until the date of payment.
- 6.4 If the Landlord acting reasonably shall refrain from demanding or accepting rent or other sums due under this lease because there is reasonable ground for believing that the Tenant is in breach of any of the provisions of this lease or might acquire a right or entitlement (including without limitation to the foregoing a right to a new tenancy after the expiry of the contractual term) then the Tenant shall pay Interest at the Default Interest Rate upon such rent or sums for the period during which the Landlord shall so refrain.
- 6.5 To pay all VAT chargeable on all taxable supplies received by the Tenant under or in connection with this lease on the due date for making any payment or the passing of any non-monetary consideration or if there shall be no such payment or non-monetary consideration due then on whichever is the later of 10 working days after demand and the date on which that supply is made for VAT purposes.

## **7. Services and Service Charge**

- 7.1 the Landlord shall procure that the Superior Landlords and the Head Landlord provide the Services.
- 7.2 The Landlord shall procure that the Superior Landlords and the Head Landlord:



- 7.2.1 provide the Services on a value for money and cost effective basis;
- 7.2.2 ensure that the range, standard and cost of the Services are relevant to the Building (including its location, size, use and character);
- 7.2.3 review regularly the range, standard and cost of the Services to ensure that they:
  - 7.2.3.1 remain relevant;
  - 7.2.3.2 still represent value for money;
- 7.2.4 establish policies and procedures which:
  - 7.2.4.1 define the intended method of procurement, administration, management and delivery of the Services;
  - 7.2.4.2 ensure that the obligations of the Landlord and the Tenant set out in clause 7 of the Head lease are complied with;
  - 7.2.4.3 ensure that the Services are provided efficiently, cost effectively and safely; and
  - 7.2.4.4 set standards for the selection of any providers of the Services (including assessment of their financial standing, health and safety compliance, and environmental and sustainability credentials); and
  - 7.2.4.5 review these policies and procedures regularly
  - 7.2.4.6 complies with its obligations in clauses 7.2.9 and 7.2.10 of the Head Lease;
- 7.3 In providing the Services the Landlord shall procure that the Superior Landlords and the Head Landlord comply with all applicable laws particularly in relation to health and safety in the workplace.
- 7.4 The Head Landlord shall not be required:
  - 7.4.1 To carry out any works as part of the Services if the need for those works has arisen by reason of any damage or destruction by a risk against which the Head Landlord is not obliged to insure;
  - 7.4.2 To replace or renew any part of the Property or any item or system within the Property unless (in the opinion of the Tenant acting reasonably) there is sufficient damage to substantially restrict its normal use.
- 7.5 The Landlord shall provide to the Tenant (at the Tenant's request) a copy of any relevant management policies.
- 7.6 For the avoidance of doubt it is agreed that the Tenant shall have no liability to pay any Service Charge or to contribute to the Service Costs. The Landlord shall at all times be wholly responsible for all such payments due under the terms of the Superior Leases and will ensure they are paid in a timely manner. The Landlord will indemnify and keep indemnified the Tenant in respect of failure of the Landlord to make such payments.

## **8. Insurance**

- 8.1 The Landlord shall use its best endeavours to procure that the Superior Landlords and the Head Landlord comply with the covenants imposed on them regarding insurance contained in the Superior Leases save to the extent that the policy of insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers, contractors or agents or any person on the Property with the actual or implied authority of any of them.
- 8.2 When lawful to do so, the Landlord shall cause or procure to be caused all insurance money received (other than for loss of rent) to be applied in making good the damage for which the money has been received or (as the case may be) in rebuilding the Property and a means of access to the Property (but not in any case so as to provide accommodation identical in layout if it would not be reasonably practicable so to do) unless:-
- 8.2.1 it is impossible to do so for reasons beyond the control of the Landlord and in that event the whole of such proceeds shall then belong to the parties in accordance with the value of their respective interests; or
- 8.2.2 payment of any insurance money shall be properly refused by reason of any act neglect or default of the Tenant, any undertenant, or their respective servants or agents or any person on the Property with the actual or implied authority of any of them or if the Tenant shall have failed to pay the insurance costs payable by the Tenant under this lease.
- 8.2.3 Without Prejudice to the generality of the foregoing the Landlord shall not be required to effect any insurances against a peril which is for the time being variable or which can only be insured against at a premium which in the reasonable view of the Landlord is excessive.
- 8.2.4 The Tenant shall:
- 8.2.4.1 as soon as reasonably practicable inform the Landlord if 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;
- 8.2.4.2 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;
- 8.2.4.3 comply at all times with the lawful requirements and reasonable recommendations of the insurers relating to the Property save that it is agreed that under no circumstances shall the Tenant have any liability to pay or contribute to the cost of the insurances effected by the Head Landlord or the Superior Landlords in respect of the Property or the Building. The Landlord shall pay or procure the payment of all such insurance rent due under the terms of the Superior Leases in a timely manner and shall indemnify and keep indemnified the Tenant in respect of any failure by the Landlord to do so ;

- 8.2.4.4 give the Landlord notice as soon as reasonably practicable 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;
- 8.2.4.5 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
- 8.2.4.6 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.
- 8.2.5 If the Property is damaged or destroyed by an Insured 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.
- 8.2.6 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 or the Tenant in respect of any antecedent breach of the other's covenants in this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Superior Landlords.
- 8.2.7 Provided that the Tenant has reasonably complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord or the Tenant in respect of any antecedent breach of the other's covenants in this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Superior Landlords.
- 8.2.8 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.

## **9. Rates and taxes**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property (including all business rates), its use and any works carried out there, except:

- 9.1.1 any taxes payable by Landlord in connection with any dealing with or disposition of:
  - 9.1.1.1 the reversion to this Lease; or
  - 9.1.1.2 the Landlord's interest in the Superior Leases;
- 9.1.2 any taxes payable by the Superior Landlords in connection with any dealing with or disposition of the reversion to the Superior Leases; or
- 9.1.3 any taxes, other than VAT and insurance premium tax, payable by the Landlord or the Superior Landlords or by reason of the receipt of any of the rents due under this Lease or the Superior Leases.
- 9.2 If such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including another part of the Building), the Tenant shall pay a fair and reasonable proportion of the total.
- 9.3 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 and the Superior Landlords (such approval not to be unreasonably withheld or delayed).
- 9.4 If, after the end of the term, either the Landlord or the Superior Landlords lose rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord or the Superior Landlords, as appropriate, an amount equal to the relief or exemption that has been lost.

## **10. Utilities**

- 10.1 The Tenant shall pay all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and other services and utilities to or from the Property.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair and reasonable proportion of all those costs.
- 10.3 The Tenant shall comply with all laws and with any reasonable recommendations of the relevant suppliers relating to the use of those services and utilities.

## **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. Costs**

- 12.1 The Tenant shall pay to the Landlord or to the Landlord's respective professional advisers as a debt due on a full indemnity basis all reasonable and proper costs losses and expenses incurred by them in connection with or arising out of:-
- 12.2 any breach of any tenant covenant (including any costs and expenses incurred in remedying the breach of covenant);
- 12.2.1 the preparation and service of a schedule of dilapidations during or within three months after the end of the Term; and
- 12.2.2 any consent applied for under this lease and any request relating to the Property (including where appropriate the approval of plans and specifications the inspection of works and the issue of any certificate) all such fees to be reasonably and properly incurred.

## **13. Assignments**

- 13.1 The Tenant shall not assign part only of this Lease.
- 13.2 The Tenant may assign the whole of the Property with the prior written consent of the Landlord (such consent not to be unreasonably withheld). 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 (not to be unreasonably withheld or delayed) to an assignment subject to all or any of the following conditions:
  - 13.2.1 Where the Landlord reasonably so requires the assignor is to enter into an authorised guarantee agreement which:
  - 13.2.2 is in respect of all the tenant covenants of this lease;
  - 13.2.3 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;
  - 13.2.4 imposes principal debtor liability on the assignor;
  - 13.2.5 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; and
  - 13.2.6 is otherwise in a form reasonably required by the Landlord;
  - 13.2.7 if reasonably required by one Landlord a person of standing reasonably acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.
- 13.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if in the reasonable opinion of the Landlord the financial standing of the assignee is not sufficient to enable it to comply with the Tenant's covenants and conditions contained in the lease.

## **14. Underlettings**

- 14.1 The Tenant must not underlet the whole of the Property without the consent of the Landlord and his consent may not be unreasonably withheld or delayed.
- 14.2 The Tenant shall not underlet part of the Property
- 14.3 Every permitted underlease must be granted without a fine or premium at a rent not less than the open market rent payable in respect of the Property all such rents to be payable in advance on the days on which the rent is payable under this Lease.
- 14.4 Every permitted sub-lease must contain provisions:
  - 14.4.1 prohibiting the undertenant from doing or allowing anything in relation to the Property inconsistent with or in breach of the provisions of this Lease;
  - 14.4.2 permitting the Landlord entry on breach of any covenant by the undertenant;
  - 14.4.3 imposing an absolute prohibition against all dealings with the premises other than assignment of the whole;
  - 14.4.4 requiring any assignee on any assignment of the underlease to enter into direct covenants with the Landlord to observe and perform the tenant covenants in the underlease ;
  - 14.4.5 prohibiting the undertenant from holding the Property on trust for another;
  - 14.4.6 excluding the provisions of the 1954 Act from the letting created by the sub-lease.
- 14.5 Before any permitted underletting the Tenant must ensure that the undertenant enters into a direct covenant with the Landlord that while he is bound by the tenants covenants of the underlease the undertenant will observe and perform the tenants covenants contained in the underlease.

## **15. 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 or any individual, partnership or company with whom the Tenant has a business association for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

## **16. Repairs**

- 16.1 At all times throughout the Term at the Tenant's expense the Tenant shall well and substantially repair maintain renew reinstate decorate and cleanse and generally in all respects keep in good and substantial repair and every part thereof (damage by

any of the Insured Risks excepted save to the extent that the policy or policies of insurance shall have been vitiated in consequence of any act, neglect or default of the Tenant, any undertenant or their respective servants or agents or any person on the Property or the Building with the actual or implied authority of any of them and excepting also such serious damage as to render the Property or any part or parts of them unfit for occupation or use or inaccessible caused by or resulting from terrorism (whether or not it is an Insured Risk)) **SAVE THAT** notwithstanding any provision in this Lease it is agreed that the Tenant shall not be required to put, keep or yield up the Property and the fixtures and fittings in the attached schedule in any better condition than they are as set out in the attached Photographic Schedule of Condition.

16.2 The Tenant shall carry out any repairs decoration and alterations required pursuant to this clause and clause 17 in a good and workmanlike manner with good and proper materials in accordance with good building practice.

16.3 At all times throughout the Term at the Tenant's expense the Tenant shall keep in good repair and condition the Service Media which are within and exclusively serve the Property (damage by any of the Insured Risks is excepted as provided in Clause 16.1).

#### **17. Decoration**

The Tenant shall decorate and keep the Property in a good decorative repair at all times throughout the Term.

#### **18. Alterations and signs**

18.1 Not without the Landlord's prior written consent (not to be unreasonably withheld or delayed) and subject to all information reasonably requested by the Landlord being supplied to unite the Premises with any adjoining premises nor to make any structural alteration or any external alteration to the Premises nor any alteration to the Premises which is visible from the exterior

18.2 The Tenant may carry out non-structural interior alterations without the Landlord's prior written consent.

18.3 The Tenant shall not make any alteration or addition which adversely affects the structural integrity of the Property

18.4 The Tenant shall covenant in such terms as the Landlord reasonably requires in regard to the carrying out of any works to the Property and their reinstatement

18.5 Unless the same shall exclusively serve the Property the Tenant shall not make any alteration or addition to or interfere with the heating installation air conditioning system gas supply water supply or any other service to the Property or the conduits without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed.

#### **19. Compensation on Vacation**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and

Tenant Act 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

## **20. Returning the Property to the Landlord**

At the end of the Term the Tenant shall return the Property repaired, decorated and cleaned in accordance with this Lease (and having made good any damage resulting from the removal of any tenant's fixtures, fittings or signs) with the fixtures and fittings in the attached inventory remaining and left in no worse a state of repair than as shown in the Schedule of Condition attached.

## **21. Use**

21.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

21.2 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, the other tenants or occupiers of the Building, the Superior Landlords or any owner or occupier of neighbouring property.

21.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

## **22. Compliance with laws**

22.1 The Tenant shall comply with all laws relating to:

22.1.1 the Property and the occupation and use of the Property by the Tenant;

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

22.1.3 any works carried out at the Property; and

22.1.4 all materials kept at or disposed from the Property.

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

22.2.1 send a copy of the relevant document to the Landlord and the Superior Landlords; and

22.2.2 in so far as it relates to the Property, 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 reasonably require.

22.3 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.

22.4 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with its obligations under the CDM Regulations.

22.5 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.

22.6 The Tenant shall keep the 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 required by the Landlord or the Superior Landlords maintained and available for inspection.

### **23. Energy performance certificates**

23.1 The Tenant shall:

23.1.1 cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building; and

23.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property or the Building.

### **24. Encroachments, obstructions and acquisition of rights**

The Tenant shall not obstruct any window light or way belonging to the Property or the Building nor acknowledge that any light is enjoyed by consent of any other person nor grant to third parties rights over the Property and shall give immediate notice to the Landlord if any easement right or encroachment affecting the Property or the Building shall be made or attempted and at the Landlord's request and cost shall adopt such means as may be reasonably required to prevent or license such easement right or encroachment.

### **25. Breach of repair and maintenance obligations**

25.1 The Landlord and the Superior Landlords may after providing the Tenant with 14 days written notice 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 for the following purposes:

25.1.1 Without prejudice to the Tenant's liability for such breach, to remedy any breach of covenant for which the Tenant is liable (all reasonable costs properly incurred by the Landlord in doing so to be repaid by the Tenant as a debt on demand);

25.1.2 in connection with the laying inspection cleansing replacement renewal maintenance repair alteration or development of or the connecting up of Conduits to

the remainder of the Building or any neighbouring premises or anything serving or running through the Property the Building or any neighbouring premises or Estate causing as little disturbance as possible and making good as soon as reasonably possible all damage caused; or

25.2 to comply with any requirements of any competent authority.

## **26. Indemnity**

26.1 The Tenant shall indemnify and keep indemnified the Landlord from and against all liabilities obligations actions proceedings costs claims demands penalties damages compensation loss damage and expenses of whatsoever nature out of any breach by the Tenant of the covenants on its part contained in this Lease which results in:-

26.1.1 any injury to or the death of any person;

26.1.2 damage to or destruction of any property movable or immovable;

26.1.3 any encroachment upon or infringement disturbance or destruction of any right easement quasi-easement or privilege;

26.1.4 any defect in or affecting the Property within the meaning of the Defective Premises Act 1972;

26.1.5 any failure to perform or observe any of the covenants conditions provisions agreements or declarations herein contained and on the part of the Tenant to be observed and performed;

26.1.6 any act neglect or default of the Tenant or any person at the Property with the express consent of the Tenant or any other occupier for the time being of the Property.

## **27. Covenant to comply with covenants in the Superior Leases**

The Tenant shall observe and perform the tenant covenants in the Superior Lease (insofar as they relate to the Property and rights granted to the Tenant and are not inconsistent with the provisions of this lease), except the covenants to pay the rents reserved by the Superior Leases.

## **28. Landlord's covenants**

28.1 The Landlord covenants with the Tenant, that, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord or by title paramount except as otherwise permitted by this Lease.

28.2 The Landlord shall pay the rents reserved by the Superior Leases and perform the covenants on the part of the tenant contained in the Superior Leases so far as the Tenant is not liable for such performance under the terms of this Lease.

28.3 The Landlord shall use all reasonable endeavours to procure that the Superior Landlords comply with the Superior Landlords' Covenants and the Head Landlord complies with the Head Lease Covenants.

- 28.4 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlords' Covenants immediately prior to the surrender of the Superior Lease.
- 28.5 At all times during the term to keep or cause to be kept the structure of the remainder of the Building of which the Property forms part in good and substantial repair.
- 28.6 Whenever requested by the Tenant so to do, to apply at the reasonable cost of the Tenant for any consents required from the Superior Landlords for any works or dealing that the Tenant the Tenant wishes to effect and to use reasonable endeavours to obtain such consent(s).

## **29. Re-entry and forfeiture**

- 29.1 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:
- 29.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- 29.1.2 any material breach of any condition of, or tenant covenant in, this Lease; and
- 29.1.3 any Act of Insolvency
- 29.2 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 or the Tenant in respect of any antecedent breach of covenant by the other or any guarantor.

## **30. Guarantee and Indemnity**

- 30.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing reasonably acceptable to the Landlord, within 14 days of that request, enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.
- 30.2 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.
- 30.3 Clauses 30.1 and 30.2 shall not apply in respect of a guarantor under an authorised guarantee agreement.

## **31. Joint and several liability**

- 31.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Lease. The Landlord may take action against, or release or compromise the liability

of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 31.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

## **32. Disputes under the Superior Leases**

Notwithstanding the other terms of this Lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Leases also affects or relates to the provisions of this Lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Leases is to be binding on the Tenant as well as the Landlord for the purposes both of the Superior Leases and this Lease.

## **33. Entire agreement**

- 33.1 This Lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 33.2 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) save that the Tenant may rely upon the replies to enquiries provided by the Landlord's Solicitors to the Tenant's Solicitors prior to the date hereof..
- 33.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **34. Notices, consents and approvals**

- 34.1 A notice under this lease must be in writing and is validly served if served by any method authorised by statute or if the recipient or its authorised agent acknowledges receipt or if it is served in accordance with section 196 of the Law of Property Act 1925 or in the case of the Tenant or a guarantor for the Tenant if left addressed to it at the Premises or sent to it by post or left at the last known address of it or any of them in Great Britain.
- 34.2 Unless it is returned undelivered, a notice sent by registered post or recorded delivery post is to be treated as served on the third working day after posting (Saturdays Sundays Christmas Day Good Friday and statutory bank holidays and other public holidays not being working days for the purposes of this clause 36.2) whenever and whether or not it is received.
- 34.3 Whilst this Lease is vested in QA Limited all notices to be served on the Tenant must be served at its registered office from time to time.

**35. Governing law**

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.

**36. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

**37. Exclusion Of Sections 24-28 Of The Landlord And Tenant Act 1954 ("LTA 54")**

37.1 The parties confirm that:

37.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this Lease was entered into;

37.2 [ ] who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

37.3 there is no agreement for lease to which this lease gives effect.

37.4 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.

**38. Break**

Definitions

**"Break Date"** *[the second anniversary of the Term Commencement Date]*

**"Break Notice"** written notice to terminate this lease on the Break Date specifying the Break Date and served in accordance with clause 38.1.

**38.1 Exercise of break**

The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 4 months before the Break Date.

**38.2 Conditions**

38.2.1 A Break Notice shall be of no effect if, at the Break Date:

38.2.2 There are any arrears of the Annual Rent, or any VAT in respect of it, which was due to have been paid; and

38.2.3 The Tenant has not given up occupation of the Property and left the Property free from any subsisting underleases of the Property.

### 38.3 Termination

- 38.3.1 Subject to clause 38.2, following service of a Break Notice this lease shall terminate on the Break Date.
- 38.3.2 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 38.3.3 If this lease terminates in accordance with clause 38.1 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent, or other monies paid by the Tenant which relate to the period after the Break Date calculated and apportioned on a daily basis.

### 38.4 Further Rent-Free Period

- 38.4.1 If the Tenant does not exercise the break in this clause 38 there will be a further rent free period of 5 months commencing on the second anniversary of the Term Commencement Date.

## **39. Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This Lease has been executed as a deed and delivered on the date stated at the beginning of it.

## **SCHEDULE -SERVICES AND SERVICE COSTS**

### **1. Services**

- 1.1 The **Services** are:
  - 1.1.1 cleaning, maintaining and repairing the Common Parts and the Building, including the structural parts (if any)
  - 1.1.2 lighting the Common Parts
  - 1.1.3 any other service or amenity that the Superior Landlords may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.

## **2. Service Costs**

2.1 The **Service Costs** are the total of:

2.1.1 all of the reasonable and properly incurred costs of:

2.1.1.1 providing the Services;

2.1.1.2 complying with the recommendations and requirements of the insurers of the Building (insofar as those recommendations and requirements relate to the Common Parts);

2.1.1.3 complying with all laws relating to the Common Parts, their use and any works carried out to them, relating to the use of all Service Media serving the Common Parts;

2.1.1.4 taking any steps (including proceedings) that the Superior Landlords consider necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts or to remove any obstruction to the flow of light or air to the Common Parts to the extent that the encroachment or acquisition of right materially affects the Tenant; and

2.1.1.5 borrowing to fund major expenditure on any Service which is infrequent or of an unusual nature to the extent that this service materially affects the Tenant;

2.1.2 all of the reasonable and properly incurred costs, fees and disbursements of the accountants employed by the Landlord to prepare and certify the service charge accounts;

2.1.3 all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord or any of the Superior Landlords in connection with any dealing with or disposition of its reversionary interest in the Property or the Building);

2.1.4 the reasonable and proper cost of complying with any of the Landlord's obligations contained in clause 7 of the Head lease; and

2.1.5 any VAT payable in respect of any of the items mentioned above except to the extent that the Landlord or Superior Landlords obtains credit for such VAT under the Value Added Tax Act 1994.

2.2 The Service Costs will not include:

(a) damage or otherwise to the Property or the Building by an Insured Risk or alternatively an Uninsured Risk;

(b) any liability or expense for which other tenants or occupiers of the Building will individually be responsible under the terms of their tenancies or other arrangements by which they use or occupy the Building;

(c) any special concession given by the Landlord to any other tenant or occupier of the Building;

- (d) an obligation to comply with any statutory requirements including without prejudice the generality of the foregoing environmental statutes regulations and orders in relation to breaches which were existing prior to the date of the Lease;
- (e) the negligence of the Landlord or its managing agents;
- (f) the maintenance and operation of any premises within the Building used by the Landlord for its own purposes;
- (g) any costs in respect of the Building from which the Property derives no benefit.;
- (h) the replacement of any plant or works required to be carried out to the Building due to the presence of R22 refrigerant;
- (i) capital improvements made to the Building which go beyond repairs and maintenance save where capital improvements are made due to the items in question being beyond economic repair;
- (j) the enforcement of breaches of lease covenants of other tenants within the Building.



Executed as a deed by **FRAMEWORK  
MARKET RESEARCH LIMITED** acting  
by a director in the presence of:

.....  
Director

Witness Signature .....

Witness Name .....

Address.....

.....

Occupation .....

Executed as a deed by  
**QA LIMITED** acting by a director  
in the presence of:-

.....  
Director

Witness Signature .....

Witness Name .....

Address.....

.....

Occupation .....

## **Annexure – schedule of fixtures and fittings**

Full data and cables

### Furniture

- 8 High Back Mesh Executive Office Chairs
- 2 x Heavy Duty Cantilever White Office Desks
- 1 x Green Fabric Chesterfield Armchairs
- 1 x Glass, Wood & Steel Fabricated Coffee Table
- 1 x Glass Wood & Steel Fabricated Boardroom Table
- 8 x Boardroom Chairs

Internal Glass

Staircase Walk on Glass

Security Alarms & CCTV

External items (signs, decking, lighting)

Blinds

Frosting

Water cooler