

Dated

1 February

2019

BIRCHANGER HALL FARMS LIMITED

and



Lease

Relating To

Office and Compound Area at Duck End Farm Birchanger Lane Birchanger Bishop's Stortford Hertfordshire
CM23 5QH



www.teeslaw.com

Tees House 95 London Road Bishops Stortford, CM23 3GW

DX50404 BISHOPS STORTFORD

REF: HQM/113816-00026

Offices also at: Cambridge, Chelmsford and Saffron Walden

THIS LEASE made the 1 day of February two thousand and nineteen B E T W E E N BIRCHANGER HALL FARMS LIMITED (Co. No. 03164604) whose registered office is at [REDACTED] [REDACTED] (hereinafter called "the Landlord") of the one part and [REDACTED] (Company No. 04142000) whose registered office is at [REDACTED] [REDACTED] (hereinafter called "the Tenant") of the other part

WITNESSES as follows:-

1. The Landlord demises to the Tenant ALL THOSE the premises more particularly described in the First Schedule hereto (hereinafter called "the said premises") TOGETHER WITH (in common with the Landlord and all other persons entitled thereto) the easements and rights granted in Part I of the Second Schedule hereto Reserving to the Landlord and all persons authorised by the Landlord and all other persons entitled thereto the easements and rights set out in Part II of the Second Schedule hereto and subject to all easements and rights (if any) enjoyed by any adjoining or neighbouring property over or in respect of the said premises TO HOLD unto the Tenant for a term of three years from and including 1 February 2018 ("the Commencement Date") to 31 January 2021 (but determinable as hereinafter provided) paying:

(1) for the period from and including the Commencement Date to and including 31 January 2019 a yearly rent of [REDACTED]

- (2) for the period from and including 1 February 2019 to and including 31 January 2020 a yearly rent of [REDACTED]
- (3) for the period from and including 1 February 2020 to and including 31 January 2021 a yearly rent of [REDACTED]

such rent to be paid monthly in advance on the first day of each month and proportionately for any period of less than a month

2. The Tenant HEREBY COVENANTS with the Landlord as follows:-

- (1) To pay the rent hereby reserved at the times and in manner aforesaid by bankers standing order without any deduction or set off
- (2) To pay to the Landlord without any deduction or set off by way of further and additional rent a sum equal to the amount expended by the Landlord by way of premium (including the whole of any increased premium payable by reason of any act or omission of or use of the said premises by the Tenant) for keeping the said premises insured against loss or damage by fire and such other insurable risks (hereinafter called "the insured risks") as the Landlord may from time to time reasonably determine (herein called "the insurance rent") such further rent to be paid on demand
- (3) To defray or indemnify the Landlord against (or in the absence of direct assessment on the said premises to pay to the Landlord a fair proportion of) all existing and future charges outgoings rates taxes and assessments of

every nature whatsoever imposed or charged and to pay all charges for utilities and services in respect of the said premises or any part thereof

- (4) To pay a fair proportion (to be determined in the case of dispute by the surveyor for the time being of the Landlord whose determination shall be binding on the Tenant save in the case of manifest error) of the expenses payable in respect of maintaining and cleansing all sewers drains and roads the use of which is common to the said premises and to other premises
- (5) At all times to keep the interior of the said premises and the appurtenances thereof including the fixtures fittings fastenings wires waste water drain and other pipes and sanitary and water apparatus solely serving the said premises and the interior decoration thereof in good and tenable repair and condition throughout the said term and to renew and replace from time to time all landlord's fixtures fittings and appurtenances in or about the said premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term or which became beyond repair during any prior period of occupation of the premises by the Tenant and at all times to keep the hard surface of the external compound area forming part of the premises in good repair and condition PROVIDED THAT the Tenant shall not be obliged to yield up the premises at the end of the term in any better state of repair or condition than as evidenced in the annexed Record of State and Condition
- (6) To comply in all respects with the requirements and regulations of the electricity supply authority and water authority and pay all costs in relation thereto

- (7) In the last year of the said term howsoever terminating in a proper and workmanlike manner to treat and decorate all such parts of the said premises (if any) as are normally so treated and decorated the colours and materials to be first approved by the Landlord (such approval not to be unreasonably withheld or delayed)
- (8) Not to make or permit to be made any structural alterations or additions of any nature whatsoever to the said premises and not to cut maim or injure nor suffer to be cut maimed or injured any windows walls partitions or woodwork thereof and not to commit wilful or voluntary waste spoil or destruction in or upon the said premises PROVIDED THAT the Tenant may make internal non-structural alterations with the Landlord's prior written consent one condition of which may be if so requested to reinstate at the end of the term hereby granted
- (9) To permit the Landlord and the Landlord's Agents with or without workmen and others and appliances at all reasonable times by prior appointment or forthwith in the case of emergency to enter upon the said premises or any part thereof and to do all or any of the following acts matters and things:-
- (a) To take inventories of the fixtures and fittings in the said premises
 - (b) To view the condition of the said premises and in case any want of repair decay or defect shall be found in or upon the said premises or any part thereof to leave a notice in writing upon the said premises requiring the Tenant to make good the same And that the Tenant will within one month after service of such notice (or immediately in the case of emergency) commence and proceed diligently and will fully comply with the terms of such notice

- (c) To execute repairs and other works to the said premises at the expense of the Tenant if default shall at any time be made in the performance of any of the agreements on the part of the Tenant herein contained for or relating to the repair or decoration of the said premises and the expense of such repairs and other works shall be repaid to the Landlord by the Tenant on demand
 - (d) To execute repairs alterations or works of any nature or kind whatsoever on any adjoining or neighbouring premises now or hereafter belonging to the Landlord on making good all damage (if any) occasioned thereby
 - (e) To comply with the covenants on the part of the Landlord contained in this Lease
- (10) Not to use the said premises save for any use falling within Class B1 or B8 of the Town & Country Planning (Use Classes) Order 1987 (as amended) PROVIDED THAT nothing in this Lease contained shall be deemed to imply a covenant or warranty on the part of the Landlord that all or any of the consents necessary for such user have been obtained by the Landlord
- (11) Not to paint exhibit affix or attach on the windows or doors of the said premises or on any outside walls or other external parts of the said premises any doorplate name-sign signboard advertisement notice of business placard or any other thing whatsoever unless previously approved in writing by the Landlord such approval is hereby given in respect of a signboard outside the building of approximately 2 metres x 1 metre subject to the Tenant obtaining all necessary consents in respect thereof

- (12) Not to do or permit to be done upon the said premises anything which in the opinion of the Landlord may be or become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the Landlord or the owners tenants lessees or occupiers of any adjoining or neighbouring premises and in particular but without prejudice to the generality of the foregoing not to make or allow to be made any unreasonable noise on the said premises or on the land edged blue on the said plan annexed hereto and not to obstruct or leave any goods on the land edged blue on the said plan annexed hereto and not to carry out any works or business outside the said premises and not to carry out any dangerous or offensive act and not to permit empty containers or waste or rubbish of any description to accumulate on the premises or on the land edged blue on the said plan annexed hereto
- (13) Not to store or bring upon the said premises any articles of a specially combustible inflammable or dangerous nature except where such items are required as part of the routine business of the Tenant (being private vehicle hire) PROVIDED THAT any such items are properly and securely stored and not to do or permit to be done in or upon the said premises or any part thereof any act or thing which may increase the risk of fire in the said premises or invalidate any policy of insurance relating to the said premises and to comply with all recommendations of the insurers as to fire precautions relating to the said premises and not to carry out any dangerous or offensive act and not to permit empty containers or waste or rubbish of any description to accumulate on the premises
- (14) In the event of the said premises being destroyed or damaged by any cause whatsoever to give notice thereof immediately to the Landlord stating the cause of such destruction or damage

- (15) Not to use or permit or suffer the said premises or any part thereof to be used for any illegal or immoral purpose
- (16) To be responsible for and to indemnify the Landlord against all damage occasioned to the said premises or any adjacent or neighbouring premises or to any person caused by any act default or negligence of the Tenant or the servants agents licensees or invitees of the Tenant
- (17) Not to make any application to the relevant planning authorities for any consent or certificate in respect of the said premises
- (18) To indemnify the Landlord against all costs claims liabilities and expenses arising from the Tenant's use and occupation of the said premises and/or any breach by the Tenant of the terms of this Lease
- (19) The Tenant shall carry suitable public liability insurance appropriate to its use and occupation of the said premises and will insure its own belongings at the said premises and give a copy of such insurance to the Landlord if requested
- (20) Within seven days of the receipt of the same by the Tenant to give a copy and full particulars to the Landlord of any notice or proposal for a notice or order made given or issued to the Tenant by any competent authority and such steps as may be necessary to comply therewith and at the request of the Landlord to join with the Landlord in making such objections or representations as the Landlord may require unless any notice or order is as a result of an act or default of the Tenant when the costs referred to in this sub-clause shall be borne by the Tenant and to take all steps which may be necessary to prevent any encroachment on the said premises

[Handwritten signature]

Birchanger Hall Farm LTD



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The Office

- (21) To comply at the expense of the Tenant with all obligations imposed by any statutory local authority or other regulations already or hereafter to be in place in relation to the said premises and all Town and Country Planning Acts requirements and the tenant will not carry out any activities on the Premises that would necessitate the obtaining of a licence for the sale and consumption of alcohol on the premises
- (22) Not to charge assign underlet or part with or share occupation of the whole or any part of the said premises
- (23) Not to hold or permit or suffer to be held any sale by auction on the said premises
- (24) Not to bring into or upon the said premises or to do anything which might impose thereon any load or weight in excess of that which the same are designed or constructed to bear with due margin for safety nor to cause any undue vibration by machinery or otherwise
- (25) Not to use on the said premises any machine other than machines of type size and nature normally associated with the authorised user of the said premises permitted by this Lease
- (26) At all times during the six calendar months immediately preceding the termination of the said term to permit intending purchasers tenants and others by prior appointment and with written authority from the Landlord or the Landlord's Agents at all reasonable times of the day to view the said premises
- (27) To keep the Landlord informed by written notice as to the name and home address and home telephone number of at least one key holder of the premises

- (28) Not to operate or allow to be operated any machinery or carry out any process or take deliveries at the premises outside the hours of 0800 to 1800 Monday to Friday and 0800 to 1300 on Saturdays and not at all on Sundays and bank or public holidays
- (29) To immediately notify the Landlord of any defect at the premises which might give rise to a duty or liability on the part of the Landlord
- (30) To take all steps to prevent any unauthorised encroachment on the premises
- (31) To not obstruct any windows or conduits serving or belonging to other properties
- (32) To pay all expenses together with any Value Added Tax thereon in the event that such Value Added Tax is not recoverable by the Landlord (including solicitors costs and disbursements and surveyors fees) properly incurred by the Landlord incidental to the preparation of a notice under section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under sections 146 or 147 of that Act (notwithstanding in any such case that forfeiture is avoided otherwise than by relief granted by the Court) and in connection with every application for any consent made under this Lease whether such consent shall be granted or not
- (33) Whenever any sum is payable by the Tenant on which Value Added Tax or any other tax is payable to pay to the Landlord in addition to such sum the amount of the Value Added Tax or other tax thereon at the rate applicable to that payment
- (34) To yield up the said premises with the fixtures and additions thereto at the expiration or sooner determination of the said term with vacant possession in

good and tenantable repair and condition in accordance with the covenants herein contained PROVIDED THAT the Tenant shall not be obliged to improve the said premises beyond the position as recorded in the annexed Record of State and Condition

- (35) To deposit with the Landlord's agent the sum of £500 on or before the dates hereof as security for the payment of any arrears of rent or other payments due hereunder or in respect of damage to the said premises or otherwise and any balance to be returned to the Tenant without interest upon the Tenant yielding up possession of the said premises to the Landlord in accordance with the terms hereof
- (36) Not to use the premises out of the hours of 0800 to 1800 Monday to Friday and 0800 to 1300 on Saturdays and not at all on Sundays and bank or public holidays

3. The Landlord HEREBY COVENANTS with the Tenant as follows:-

- (1) That the Tenant paying the rents hereby reserved and made payable and performing and observing all the conditions and obligations on the part of the Tenant herein contained shall and may hold and quietly enjoy the said premises during the said term without any lawful interruption by the Landlord or any person claiming through or under the Landlord
- (2) To insure and (unless such insurance shall become void or voidable by reason of any act or default of the Tenant) keep insured the said premises and the Landlord's fixtures therein against fire and storm damage and shall

use all reasonable endeavours to utilise the insurance proceeds to promptly carry out any fire and storm damage repairs

- (3) Subject to the rents being paid by the Tenant and to compliance by the Tenant with all covenants and obligations on the Tenant's part to be performed and observed to be responsible for external maintenance and repair of the said premises and any internal repair that involves the remedying of a structural defect that is not the responsibility of the Tenant

4. PROVIDED ALWAYS and it is HEREBY EXPRESSLY AGREED as follows:-

- (1) If the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant condition or stipulation on the part of the Tenant shall not be observed kept and performed or if a Receiver shall be appointed or if any order shall be made or resolution passed for winding up the Tenant other than for purposes of reconstruction of a solvent company or the Tenant shall have a receiver appointed of its undertaking or shall suffer any distress or execution to be levied on the Tenant's goods then and in any such cases it shall be lawful for the Landlord or the Landlord's Agents at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon this letting shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the agreements by the Tenant herein contained
- (2) No demand for or receipt or acceptance of any part of the rents or any payment on account thereof shall operate as a waiver by the Landlord of any right which the Landlord may have to forfeit this Lease by reason of any breach of covenant by the Tenant and the Tenant shall not in any proceedings

for forfeiture be entitled to rely on any such demand receipt or acceptance as aforesaid as a defence PROVIDED THAT this proviso shall have effect in relation only to a demand receipt or acceptance made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach commenced upon the Landlord becoming aware of such breach

- (3) In case the said premises or any part thereof shall at any time during the said term be destroyed or damaged by any of the insured risks (not arising from the act default or negligence of the Tenant) so as to be unfit for occupation and use and the Policy or Policies effected by the Landlord shall not have been vitiated or payment of the Policy moneys refused in consequence of some act or default of the Tenant then the rent hereby reserved or a proportionate part thereof shall abate and cease to be payable until the said premises or so much thereof as shall be necessary shall be repaired and reinstated
- (4) References in this Lease to the Town and Country Planning Acts shall be deemed to include any Act or Acts for the time being amending or replacing the same and any orders regulations or directions issued under or by virtue of the said Acts and any Act or Acts for the time being in force replacing the same
- (5) If any instalment of rent or any other money which may become payable by the Tenant to the Landlord under any of the provisions of this Lease at any time or times remains unpaid for 7 days after becoming payable then the amount for the time being unpaid shall from the date on which it became payable and until paid bear and carry interest at 4% above the base rate for

the time being of Barclays Bank PLC and the Tenant agrees with the Landlord to pay the same (as well after as before any judgment)

- (6) The Landlord shall not be responsible to the Tenant or the Tenant's licensees employees or visitors or other persons in the said premises or calling on the Tenant for any injury death damage destruction or financial or consequential loss whether to person property or goods sustained on or by reason of the condition of the said premises
- (7) Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of any notice required to be served under this Agreement
- (8) Words importing the masculine gender shall include the feminine or neuter or vice versa as appropriate and words importing the singular shall include the plural and where an agreement is by two or more persons then it shall be a joint and several agreement

5. In this Lease references to the Landlord shall be deemed to include reference to the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

6. Landlord & Tenant Act 1954

The parties confirm that:

- (a) The Landlord served a notice dated 17 January 2019 on the Tenant as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 ("the 1954 Act") and which applies to the tenancy created by this lease before this lease was entered into; and

- (b) The Tenant has made a declaration dated *23 January* 2019 in *Teel* accordance with the requirements of section 38A(3)(b) of the 1954 Act; and
- (c) There is no agreement for lease to which this lease gives effect

The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy granted by this Lease

7. It is hereby certified that there is no agreement for lease to which this Lease gives effect

8. A person who is not a part to this Lease will not have any rights under on in connection with this Lease by virtue of the Contracts (Rights of Thirds Parties) Act 1999

9. Any dispute arising under this tenancy shall be referred for decision to a single independent expert to be appointed with the agreement of the parties hereto or in the absence of such agreement by an expert appointed by the President for the time being of the Royal Institution of Chartered Surveyors

10. The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord

11. The Tenant acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord

12. If at any time during the term the Landlord forms an intention to redevelop the premises or receives a notice from the local planning authority stating that the use of the Property as permitted by this Lease constitutes a breach of planning control the

Landlord may determine this Lease by giving no less than three months' written notice to the Tenant and on expiry of such notice the term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

13. If the Tenant wishes to determine this Lease at any time during the term the Tenant may do so by giving no less than six months' written notice to the Landlord and PROVIDED THAT on expiry of such notice the Tenant gives up vacant possession of the whole of the premises and has paid all rents under this Lease which have fallen due at such date and there is no subsisting material breach of any of the covenants on the part of the Tenant contained in his Lease then the term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

I N W I T N E S S whereof these presents have been executed the day and year first before written

THE FIRST SCHEDULE above referred to

The said premises

ALL THAT office and compound area at Duck End Farm Birchanger Lane Birchanger Bishop's Stortford Hertfordshire CM23 5QH as the same is for the purpose of identification only shown edged red on the plan annexed hereto

THE SECOND SCHEDULE above referred to

PART I

Easements and rights granted

1. The right of way with or without vehicles for all purposes properly connected with the user of the said premises over the land edged blue on the said plan annexed hereto on causing no damage to the said land edged blue in the exercise of such right
2. The right of free passage and running of water and uninterrupted use of all electric telephone and other pipes wires cables and flues upon through or under adjacent land and serving the said premises insofar as the Landlord is able to grant the same
3. The right to support protection and shelter enjoyed by the said premises over any adjacent or neighbouring land or buildings of the Landlord

4. The right to park 5 private vehicles on the land edged blue on the said plan annexed hereto PROVIDED THAT no damage shall be caused to the said land edged blue and PROVIDED FURTHER that no obstruction shall be caused to the Landlord or the owners or occupiers of neighbouring land in the exercise of such right and in particular the gate located between the points marked "A" and "B" on the said plan annexed hereto shall remain clear and unobstructed at all times

PART II

Easements and rights reserved

1. The right of free passage and running of water and soil in and through the sewers drains and channels made or to be made upon through or under the said premises and the right to connect into the same and the free and uninterrupted use of all electric telephone and other pipes wires cables and flues upon through or under the same
2. The right to build or rebuild or alter any adjacent or neighbouring land or buildings in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the said premises is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is not thereby diminished or prejudicially affected
3. The right to support protection and shelter and all other easements and rights over the said premises now or hereafter belonging to or enjoyed by any adjacent or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the term hereby granted vested in the Landlord

EXECUTED as a Deed by)

BIRCHANGER HALL FARMS LIMITED)

.....

acting by a Director in the presence of:)

W Signature

I

T Name

N Address

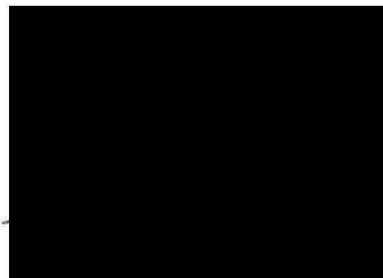
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S Occupation

EXECUTED as a Deed by)

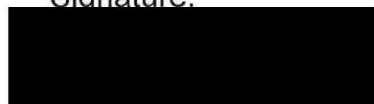
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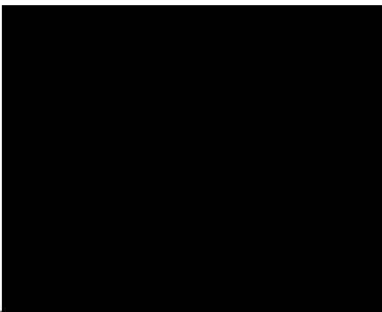
acting by a Director in the presence of:)

W Signature:



I

T Name:



N

E Address:

S

S Occupation



ANNEXURE

Record of State and Condition









