

DATED

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*COUNTERPART*  
LEASE

relating to

**1<sup>ST</sup> FLOOR UNIT 7 BLOCK B PETERSFIELD OFFICE PARK (ALSO KNOWN  
AS RIDGEWAY OFFICE PARK) BEDFORD ROAD PETERSFIELD EAST  
HAMPSHIRE**

between

**RIDGEWAY LAND LIMITED**

and

**TELELEADS LIMITED**

999 year lease

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

**LR2. Title number(s)**

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

SH14520

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

Ridgeway Land Limited

Registered office is at West Ridge House Hillbrow Liss Hampshire  
GU33 7PB

Company number 3901228

**Tenant**

TELELEADS LIMITED

Registered Office is at The Brickyards, Steep Marsh, Petersfield,  
Hampshire, GU32 2 B N

Company Registration Number 05247309

**Other parties**

None

**Guarantor**

None

**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.**

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**

£212000.00 (Two Hundred and Twelve Thousand Pounds) plus VAT .

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

None.

**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**

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"Restriction. No disposition of the registered estate (other than a charge) by the proprietor of the registered estate ( or by the proprietor of any registered charge) is to be registered without a certificate signed by a conveyancer that the provisions of clause 17.5 of the lease dated [            ] 200[    ] and made between Ridgeway Land Limited (1) and Teleleads Limited (2) have been complied with"

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

None

This lease is dated

**HM Land Registry**

**Title number: SH14520**

**Administrative area: East Hampshire**

**PARTIES**

- (1) RIDGEWAY LAND LIMITED, incorporated and registered in England and Wales with company number 3901228 whose registered office is at West Ridge House Hillbrow Liss Hampshire GU33 7PB (**Landlord**).
- (2) TELELEADS LIMITED , incorporated and registered in England & Wales with Company Registration Number 05247309 whose registered office is at The Brickyards, Steep Marsh, Petersfield, Hampshire, GU32 2 B N (**Tenant**).

**AGREED TERMS**

**1. INTERPRETATION**

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

**Access Road:** the road shown coloured brown on Plan 2.

**Annual Rent:** rent at the rate of one peppercorn per annum (if demanded)

**Building:** Block B Petersfield Office Park shown edged blue on Plan 2 of which the Property forms part.

**Common Parts:** the Building other than the Property and the Lettable Units and the roads paths loading and bin areas Service Media and other parts of the Estate used or enjoyed or capable of being used or enjoyed by the Property in common with any other buildings or premises on the Estate.

**Contractual Term:** a term of 999 years beginning on, and including the [ ] .

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

**Estate:** the land and buildings shown edged in green on Plan 2.

**Insurance Rent:** the aggregate in each year of:

- (a) A fair proportion (determined by the Landlord (acting reasonably)) of the gross cost of the premium before any discount or commission for:



- (i) the insurance of the Building, 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, and
  - (ii) public liability insurance in relation to the Common Parts,
- (b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent and Service Charge from the Property for three years, and
- (c) any insurance premium tax payable on the above.

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

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

**Lettable Unit:** a floor or part of a floor of the Building other than the Property, that is capable of being let and occupied on terms similar to those of this lease.

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

**Plan 1:** the plan attached to this lease marked "Plan 1".

**Plan 2:** the plan attached to this lease marked "Plan 2".

**Property:** the part of the 1<sup>st</sup> floor of the Building (the floor plan of which is shown edged red on Plan 1) known as 1<sup>ST</sup> Floor Unit 7 Block B bounded by and including:

- (a) the floorboards and floor screed,
- (b) the ceiling,
- (c) the interior plaster finishes of exterior walls and columns,
- (d) the plaster finishes of the interior structural load-bearing walls and columns that adjoin another Lettable Unit or the Common Parts,

- (e) the doors and windows within the interior, structural load-bearing walls and columns that adjoin another Lettable Unit or the Common Parts and their frames and fittings,
- (f) one half of the thickness of the walls and columns that adjoin another Lettable Unit or the Common Parts,
- (g) the doors and windows within the interior walls and columns that adjoin the Common Parts and their frames and fittings,
- (h) the windows in the exterior walls and their frames and fittings,
- (i) the whole of the interior walls and columns within that part of the Building

but excluding:

- (j) all Service Media within that part of the Building but which do not exclusively serve that part of the Building.

**Rent Commencement Date:** the date of this lease.

**Rent Payment Date:** 1 January.

**Service Charge:** the Tenant's Proportion of the Service Costs.

**Service Charge Year:** is the annual accounting period relating to the Services and the Service Costs beginning on 1 January in [            ] and each subsequent year during the term or such other period as the Landlord shall decide from time to time.

**Service Costs:** the costs listed in clause 7.2.

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

**Services:** the services listed in clause 7.1.

**Tenant's Proportion:** 4.3 % or such other percentage as the Landlord may determine from time to time.

**Third Party Rights:** all rights, covenants and restrictions affecting the Estate including the matters contained or referred to in the property register and the charges register of title number SH14520.

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

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

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.



- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, a **Lettable Unit** 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 and any agreed or statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **perpetuity period** are to the period of 80 years from the commencement of the term and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964.
- 1.11 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 33.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 33.5.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.
- 1.13 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.



- 1.14 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.15 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.16 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.17 A **person** includes a corporate or unincorporated body.
- 1.18 References to **writing** or **written** do not include faxes or email.
- 1.19 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.20 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

## 2. GRANT

- 2.1 In consideration of the sum of £212000.00 plus VAT in the sum of £37100.00 now paid to the Landlord by the Tenant (receipt of which the Landlord hereby acknowledges) the Landlord demises with full title guarantee 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:
- (a) the Annual Rent,
  - (b) the Service Charge and all VAT in respect of it,

- (c) the Insurance Rent, and
- (d) all interest payable under this lease, and
- (e) all other sums due under this lease.

3. **ANCILLARY RIGHTS**

3.1 Subject to the Tenant paying the rents mentioned in Clause 2.3 to the Landlord in accordance with this lease the Landlord grants the Tenant the following rights (the **Rights**):

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property to the date of this lease,
- (b) the right to use the Access Road and the roads and paths comprised in the Common Parts for the purposes of vehicular and pedestrian access to and egress from the Building and to and from the parts of the Common Parts.
- (c) the right to park three private cars or motorbikes belonging to the Tenant, its employees and visitors within the areas coloured blue on Plan 2.
- (d) the right to use the areas edged yellow on Plan 2 and marked "Cycle Store", for keeping bicycles belonging to the Tenant, its employees and visitors,
- (e) the right to use one bin in the area edged yellow on Plan 2 and marked "Bin Store",
- (f) the right to use the hallways, corridors, stairways, lifts (if any) and landings on the ground floor and first floor of Unit 7 Block B shown edged blue on Plan 1 for the purposes of access to and egress from the Property and the lavatories and washrooms referred to in clause 3.1(g),
- (g) the right to use the lavatories and washrooms in Unit 7 Block B ,
- (h) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed during the perpetuity period,
- (i) the right to display the name and logo of the Tenant (and any authorised undertenant) on a sign or noticeboard provided by the Landlord in the entrance hall of the Building and on the Common Parts at the entrance to the Property, in each case in a form and manner approved by the Landlord, and



- (j) the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
  - 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.
  - 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 24.1.
  - 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
  - 3.6 In relation to the Rights mentioned in clause 3.1 the Landlord may, at its discretion, change the route of any means of access to or egress from the interior of the Building and may change the area over which any of those Rights are exercised.
  - 3.7 In relation to the Rights mentioned in clause 3.1(c) and clause 3.1(e) the Landlord may from time to time designate the spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
  - 3.8 In relation to the Rights mentioned in clause 3.1(h), the Landlord may, at its discretion, 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.
  - 3.9 In exercising the Right mentioned in clause 3.1(j), the Tenant shall:
    - (a) except in case of emergency, give reasonable notice to the Landlord and any occupiers of the relevant Lettable Unit(s) of its intention to exercise that Right,
    - (b) where reasonably required by the Landlord or the occupier of the relevant Lettable Unit(s), exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant Lettable Unit(s),
    - (c) cause as little damage as possible to the Common Parts and the other Lettable Units and to any property belonging to or used by

the Landlord or the tenants or occupiers of the other Lettable Units,

- (d) cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the other Lettable Units as is reasonably practicable, and
- (e) promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

3.10 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 Lettable Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit 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 (the **Reservations**):

- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the term,
- (b) the right to use and to connect into Service Media at the Property; the right to install and construct Service Media at the Property to serve any part of the Building or any neighbouring property (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph,
- (c) the right to develop the Estate the Building (other than the Property) and any neighbouring property (whether or not belonging to the Landlord),
- (d) the right to attach any structure, fixture or fitting to any boundary of the Property,
- (e) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights mentioned in clause 3 are exercised,
- (f) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3 are exercised,
- (g) the right to erect scaffolding at, and attach it to any part of the Building in connection with any of the other Reservation,



- (h) the right to enter the Property:
  - (i) to repair, maintain, install, construct, re-route or replace any Service Media or structure relevant to any of the other Reservations, or
  - (ii) to carry out any works to any other Lettable Unit, or
  - (iii) in connection with any of the Services, or
  - (iv) for any other purpose mentioned in this lease, or
  - (v) for any other purpose connected with this lease or with the Landlord's interest in the Building or any neighbouring property.
  
- 4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.
  
- 4.3 The Reservations may be exercised notwithstanding that any works carried out in connection with the exercise of those rights 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 but not so that the ability of the Tenant or other authorised occupier of the Property to use the Property for the Permitted Use is materially adversely affected.
  
- 4.4 The Reservations mentioned in clause 4.1(b) apply to Service Media in existence at the date of this lease and to any that are installed or constructed during the perpetuity period.
  
- 4.5 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
  
- 4.6 No one exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
  - (a) physical damage to the Property, or
  - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord excluding liability.

**5. THIRD PARTY RIGHTS**

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

**6. THE ANNUAL RENT**

The Tenant shall pay the Annual Rent (if demanded) in advance on or before the Rent Payment Date.

**7. SERVICES AND SERVICE CHARGE**

7.1 The **Services** are:

- (a) cleaning, maintaining and repairing the Access Road and the Common Parts including all Service Media forming part of the Common Parts ;
- (b) cleaning the outside of the windows of the Building,
- (c) lighting the Common Parts and the Access Road and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts and the Access Road,
- (d) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts,
- (e) cleaning, maintaining, repairing and replacing signage for the Common Parts,
- (f) cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts,
- (g) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts,
- (h) cleaning, maintaining, repairing and replacing a signboard showing the names and logos of the tenants and other occupiers in the entrance hall of the Building and on the Common Parts,
- (i) maintaining the landscaped and grassed areas of the Common Parts,



- (j) cleaning, maintaining, repairing and replacing the lifts (if any) and lift machinery and equipment in the Building,
- (k) decorating the internal areas of the Building (excluding the Property),
- (l) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Building (excluding the Property),
- (m) cleaning, maintaining, repairing and replacing the furniture and fittings on the Common Parts,
- (n) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the lavatories and washrooms on the Common Parts and providing hot and cold water, soap, paper, towels and other supplies for them,
- (o) heating the internal areas of the Building and cleaning, maintaining, repairing and replacing heating machinery and equipment serving the Building,
- (p) providing security reception cleaning and maintenance staff for the Building,
- (q) cleaning maintaining repairing and replacing the sewage pump serving the Estate, and
- (r) any other service or amenity that the Landlord may in its discretion acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Estate.

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

- (a) the whole of the costs of:
  - (i) providing the Services,
  - (ii) the supply and removal of electricity, gas, water, sewage and other utilities to and from the Common Parts,
  - (iii) complying with the recommendations and requirements of the insurers of the Building and the Estate (insofar as those recommendations and requirements relate to the Common Parts),
  - (iv) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts,
  - (v) complying with the Third Party Rights insofar as they relate to the Common Parts, and

- (vi) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Building or the Estate as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the Building or the Estate as a whole),
- (b) the costs, fees and disbursements (on a full indemnity basis) of:
  - (i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same by the Landlord, and
  - (ii) accountants employed by the Landlord to prepare and audit the service charge accounts,
- (c) the costs of the salaries and employer costs (including pension, welfare and insurance contributions) and uniforms of security reception cleaning and maintenance staff for the Building or the Estate and of all equipment and supplies needed for the proper performance of their duties,
- (d) 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 in connection with any dealing with or disposition of its reversionary interest in the Estate), and
- (e) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

7.3 Subject to the Tenant paying the Service Charge, the Landlord shall use its reasonable endeavours:

- (a) to repair the Common Parts,
- (b) to provide heating to the internal areas of the Building during such periods of the year as the Landlord considers appropriate,
- (c) to provide electricity and water to the Property,
- (d) to keep the internal areas of the Common Parts clean, and to clean the outside of the windows of the Building as often as the Landlord considers appropriate,
- (e) to keep the internal areas of the Common Parts reasonably well lit,
- (f) to supply hot and cold water for the lavatories and washrooms on the Common Parts, and



- (g) to keep the lifts (if any) in reasonable working order.
  - (h) to repair maintain clean and light the Access Road and the roads paths and parking areas on the Common Parts
- 7.4 The Landlord may, but shall not be obliged to, provide any of the other Services. The Landlord shall not be obliged to carry out any works where the need for those works has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.
- 7.5 The Landlord shall not be liable for:
- (a) any interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord, or
  - (b) any injury, loss or damage suffered by the Tenant as a result of any absence or insufficiency of any of the Services or of any breakdown or defect in any Service Media, except where due to the negligence of the Landlord.
- 7.6 Before or as soon as possible after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.
- 7.7 The Tenant shall pay the estimated Service Charge for each Service Charge Year in four equal instalments on 1 January 1 April 1 July and 1 October or on such other dates as the Landlord may require.
- 7.8 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year.
- 7.9 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year.
- 7.10 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the

Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

- 7.11 Without prejudice to clause 8.4(f), where the Landlord provides any Service by reason of the damage to or destruction of the Common Parts by an Insured Risk, the costs of that Service shall not be included in the Service Charge.
- 7.12 If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is less than the Service Charge, the Tenant shall pay the difference on demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Service Charge (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited) and in the last year of the term any remaining credit balance shall be repaid to the Tenant within 14 days of the end of the term.

## **8. INSURANCE**

- 8.1 Subject to clause 8.2, the Landlord shall keep Unit 7 Block B Petersfield Office Park (also known as Ridgeway Office Park) Bedford Road Petersfield East Hampshire insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers,
  - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord, and
  - (c) without prejudice to the generality of paragraph (b), and in relation to Insured Risks resulting from an act of terrorism, the Landlord having (from time to time) extended its insurance cover to damage resulting from any such act.
- 8.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent,



- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy, and
- (c) the Tenant's Proportion of any costs that the Landlord incurs in obtaining a valuation of the Building and/or the Estate for insurance purposes.

8.4 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building,
- (b) not do or omit anything as a result of which any policy of insurance of the Building 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 insurance or additional premium may become payable,
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts,
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk,
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord, and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

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

- (a) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided, or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent, or
- (c) repair or rebuild the Building after a notice has been served pursuant to clause 8.6.

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

#### 9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease, or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any such rates, taxes or other impositions are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.

#### 10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.
- 10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.



**11. COMMON ITEMS**

- 11.1 The Tenant shall pay the Landlord on demand the Tenant's Proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Building or the Estate but used or capable of being used by the Building or the Estate in common with other land.
- 11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

**12. VAT**

- 12.1 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.
- 12.2 Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

**13. DEFAULT INTEREST AND INTEREST**

- 13.1 If any money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
- 13.2 If the Landlord does not demand or accept any money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

#### 14. COSTS

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

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

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

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

Any money due under this lease is to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

#### 16. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

#### 17. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

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



- (a) any charge of or other dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it, or
  - (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease, or
  - (c) the making of any other arrangement for the occupation of the Property.
  
- 17.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
  
- 17.3 No later than one month after a Transaction the Tenant shall:
  - (a) give the Landlord's solicitors notice of the Transaction, and
  - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors, and
  - (c) pay the Landlord's solicitors a registration fee of at least £30 (plus VAT).
  
- 17.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.
  
- 17.5 The Tenant also covenants with the Landlord not to dispose of or otherwise deal with the Property or any part thereof otherwise than to a person who at the same time enters into a covenant (in a deed) with the Landlord or its successors in title to the Estate or any part thereof (as the case may be) to comply with the covenants on the part of the Tenant contained in this lease and the Landlord and the Tenant apply to the Chief Land Registrar to enter on the registers of the registered title to the Property notice of the matters contained in this lease and a restriction as follows:



"Restriction. No disposition of the registered estate (other than a charge) by the proprietor of the registered estate ( or by the proprietor of any registered charge) is to be registered without a certificate signed by a conveyancer that the provisions of clause 17.5 of the lease dated [ ] 200[ ] and made between Ridgeway Land Limited (1) and Teleleads Limited (2) have been complied with"

**18. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

**19. REPAIRS**

19.1 The Tenant shall keep the Property in good and substantial repair and condition.

19.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them, or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended.

**20. DECORATION**

20.1 The Tenant shall decorate the Property as often as is reasonably necessary.

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

**21. ALTERATIONS AND SIGNS**

- 21.1 The Tenant shall not make any alteration or addition to the Property other than as mentioned in clause 21.2.
- 21.2 The Tenant may make non-structural internal alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that it makes good any damage to the Property and to any part of the Common Parts.
- 21.3 The Tenant shall not install nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 21.4 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building without the prior consent of the Landlord such consent not to be unreasonably withheld or delayed.

**22. RETURNING THE PROPERTY TO THE LANDLORD**

- 22.1 At the end of the term the Tenant shall return the Property to the Landlord in the condition required by this lease.
- 22.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 22.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

**23. USE**

- 23.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 23.2 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 Lettable Units or any owner or occupier of neighbouring property.

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

**24. MANAGEMENT OF THE BUILDING**

24.1 The Tenant shall observe all regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Estate.

24.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

**25. COMPLIANCE WITH LAWS**

25.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant,
- (b) the use of all Service Media and machinery and equipment at or serving the Property,
- (c) any works carried out at the Property, and
- (d) all materials kept at or disposed from the Property.

25.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

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

- (a) send a copy of the relevant document to the Landlord, and
- (b) 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.



- 25.4 The Tenant shall not apply for any planning permission for the Property without the prior consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 25.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 1994 apply without the consent of the Landlord. Such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this lease.
- 25.6 The Tenant shall supply the Landlord with all documents relating to the Property that are required under the Construction (Design and Management) Regulations 1994 to be kept in the health and safety file for the Building.
- 25.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 25.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

**26. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

- 26.1 The Tenant shall not grant any right or licence over the Property to any person nor permit any person to make any encroachment over the Property.
- 26.2 The Tenant shall not obstruct the flow of light or air to the Property.
- 26.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Building is enjoyed with the consent of any third party.

- 26.4 The Tenant shall immediately notify the Landlord if any person takes or threatens to take any action to obstruct the flow of light or air to the Property.

**27. REMEDY BREACHES**

- 27.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 27.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 27.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 27.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 30.

**28. INDEMNITY**

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

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

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



**30. CONDITION FOR RE-ENTRY**

30.1 The Landlord may re-enter the Property at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not,
- (b) any breach of any condition of, or tenant covenant, in this lease.

Provided that the Landlord will not be entitled to re enter the Property or forfeit this lease or take any steps to forfeit this lease until the Landlord has served a notice on any mortgagee of the Tenant of whom the Landlord has written notice specifying the nature of the breach of this lease and 28 days have expired from the date of service of that notice'

30.2 If the Landlord re-enters the Property pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

**31. LIABILITY**

31.1 At any time when the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

31.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

31.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

**32. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

32.1 This deed constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this deed and supersedes any previous agreement between the parties relating to the transaction.



- 32.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.

**33. NOTICES, CONSENTS AND APPROVALS**

- 33.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 33.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 33.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 33.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord, and
  - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 33.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency, or
  - (b) this lease expressly states that the approval need not be in writing.
- 33.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

34. **GOVERNING LAW AND JURISDICTION**

34.1 This lease shall be governed by and construed in accordance with the law of England.

34.2 The Landlord and the Tenant, irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

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

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

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

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


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

Signed as a deed  
by  
RIDGEWAY  
LAND LIMITED  
acting by

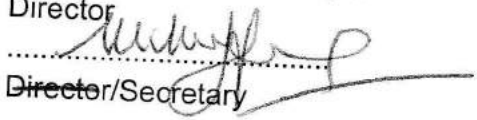
.....  
Director

.....  
Director/Secretary

Signed as a deed  
by TELELEADS  
LIMITED  
acting by

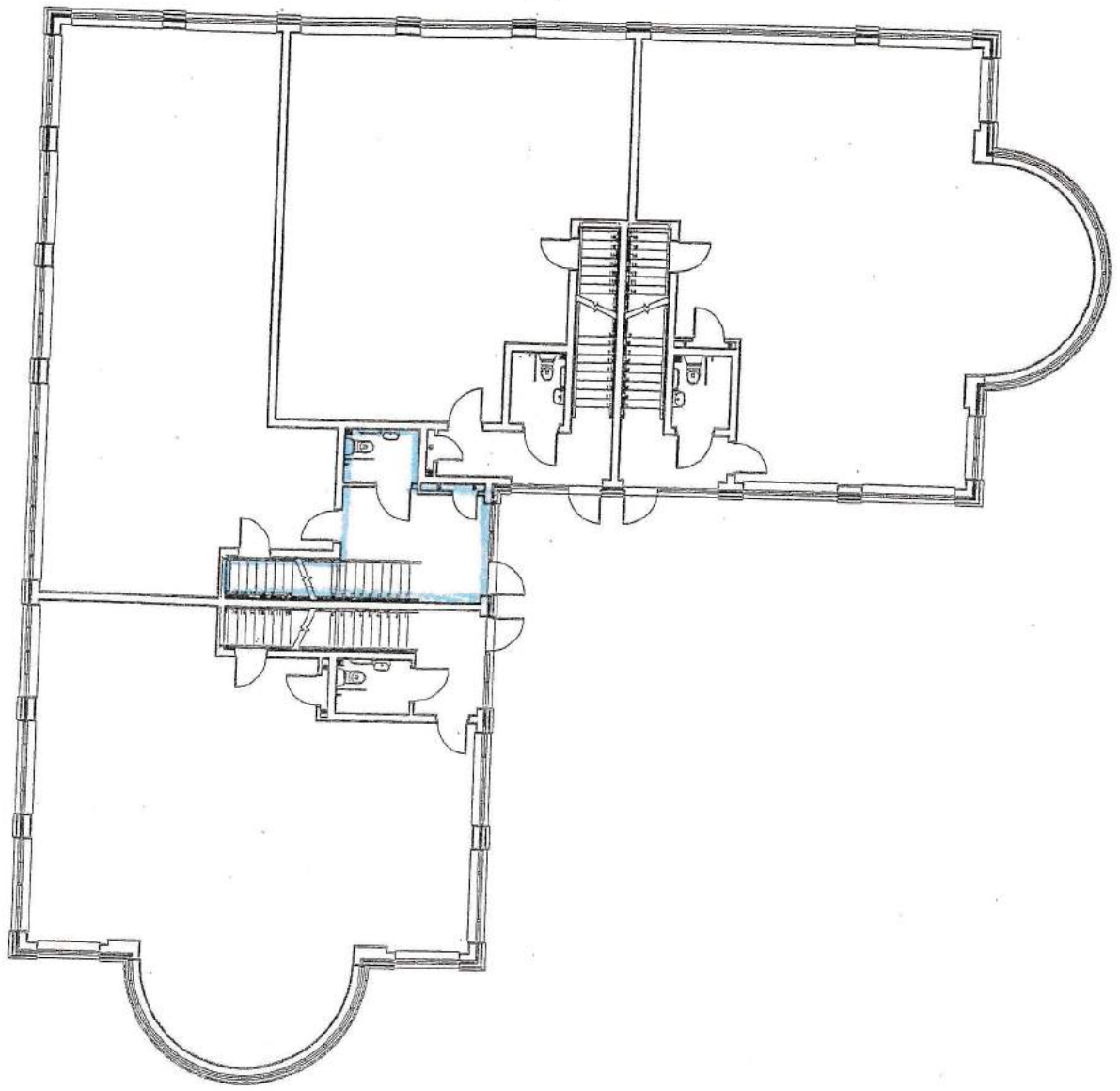


.....  
Director



.....  
Director/Secretary





# Ground Floor Plan

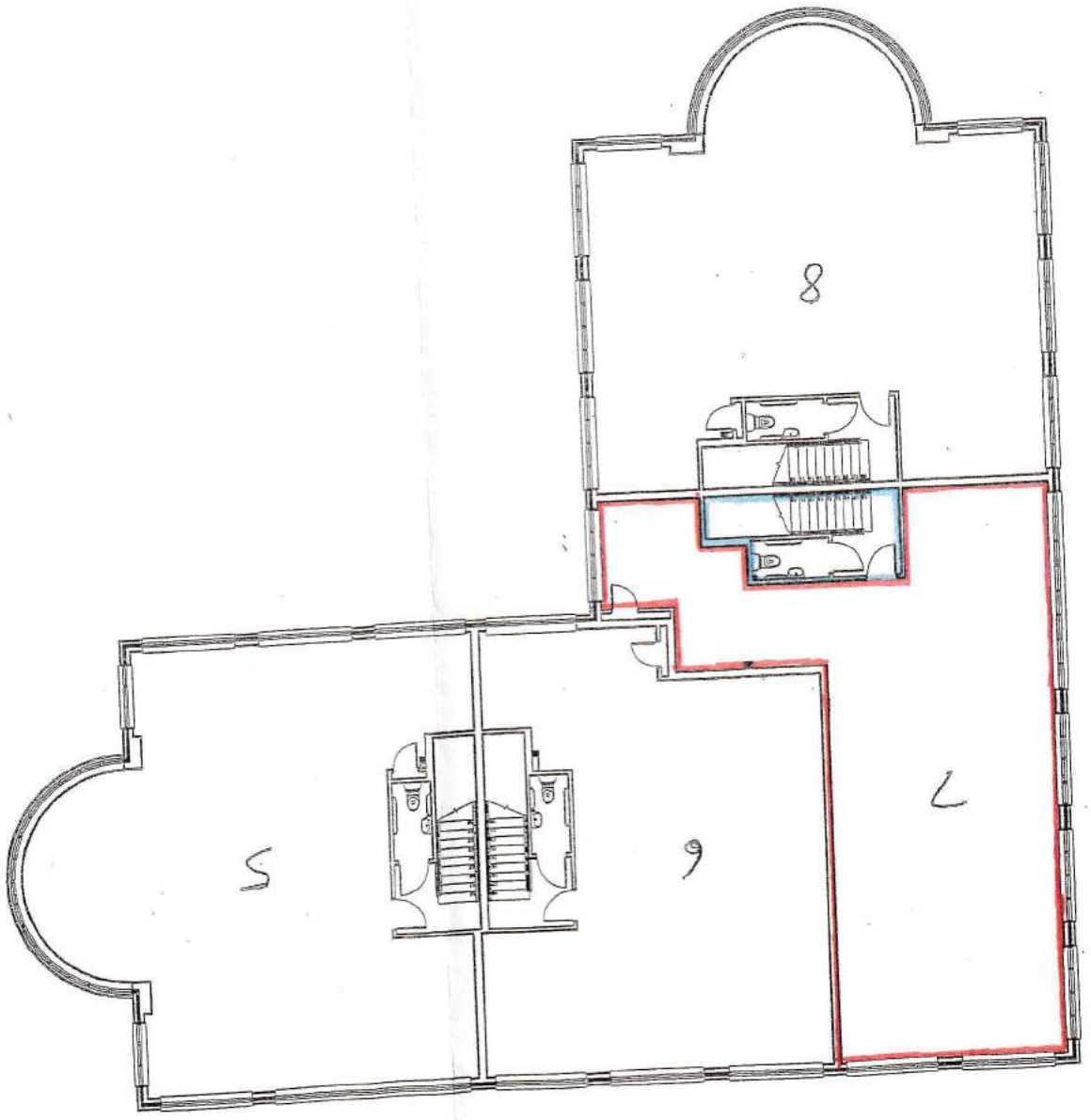
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| CHARTERED ARCHITECTS DESIGN PROFESSIONAL REGULATORY AUTHORITY<br>Email: info@fulcrumarchitects.co.uk<br>Tel: 01483 454488 Fax: 01483 300161<br>Guildford, Surrey, GU1 3HF<br>138 High Street |               |              |
| <b>FULCRUM</b>   |               |              |
| Ridgeway Land  |               |              |
| Client   |               |              |
| Surrey   |               |              |
| Project  |               |              |
| Vision Park  |               |              |
| Petersfield  |               |              |
| Surrey   |               |              |
| Title  |               |              |
| Block B  |               |              |
| Legal Plan   |               |              |
| Revisions  |               |              |

*Michael J*

*PLAN 1*

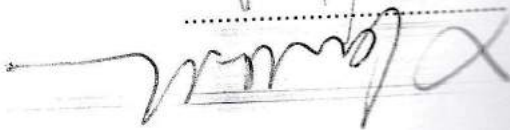
Scale 1 : 200  
**First Floor Plan**



.....  
Director/Secretary

.....  
Director

Signed as a deed  
by TELELEADS  
LIMITED  
acting by

.....  
Director/Secretary  
.....  
Director  
.....  


Signed as a deed  
by  
RIDGEMAY  
LAND LIMITED  
acting by