The Law Society

The Law Society Business Lease (Part of Building) (Unregistered) 2008

DATE OF LEASE 2nd September 2024

PARTIES TO THIS LEASE

LANDLORD HATTON GARDEN PROPERTIES LTD

ADDRESS QUADRANT HOUSE, FLOOR 6, 4 THOMAS MORE STREET
THOMAS MORE SQUARE, LONDON POSTCODE E1W 1YW

COMPANY NO. 05883958

TENANT LONDONIST DMC LTD

ADDRESS 5 Great James Street,
London, POSTCODE WC1N 3DB

COMPANY NO. 08392889

GUARANTOR

ADDRESS

POSTCODE

COMPANY NO.

PROPERTY

Rear Annex

~~shown edged red on the attached plan being part of the Building known as~~

5 Great James Street
London POSTCODE WC1N 3DB

TERM FOR WHICH THE PROPERTY IS LEASED

From and including 25th November 2024

To and including 24th November 2029

~~**PARKING**~~

~~No more than vehicles (see clause 16.1(d))~~

USE ALLOWED

B1 - Offices
or any other use to which the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

RENT

Thirty Two Thousand Five Hundred Pounds Pounds + VAT

(£ £32, 500) a year, ~~subject to increase from every review date under clause 9 (market rent review) or, if this box is ticked ☒, clause 10 (index-linked rent review)~~

FIRST PAYMENT DATE

The 25th November 2024

~~**MONTHLY**~~ **PAYMENT DATE**

The Usual English Quarter Days ~~day of every month~~

RENT REVIEW DATES

~~Every anniversary of the start of the lease term~~

The Landlord lets the property to the Tenant for the lease term at the rent and on the terms in clauses 1 to 18 and in any additional clauses.

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TENANT'S OBLIGATIONS

1 PAYMENTS

1. The Tenant is to pay the Landlord: whether demanded or not

1.1 the rent, which is to be paid by the following instalments:

(a) on the first payment date, a proportionate sum from that date to the next ~~monthly~~ quarterly payment date

(b) on each ~~monthly~~ quarterly payment date, ~~one-twelfth~~ one quarter of the annual rent

1.2 the service charge in accordance with clause 3, and whenever a sum is overdue the Landlord is entitled to recover it as if it were rent in arrear

1.3 a fair proportion (decided by a surveyor whom the Landlord nominates) of the cost of repairing, maintaining and cleaning: party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property

1.4 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

1.5 the costs and expenses (including professional fees) which the Landlord incurs in:

(d) the landlord's costs incurred in respect of recovery of arrears

(a) dealing with any application by the Tenant for consent or approval, whether it is given or not

(b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order

(c) preparing and serving schedules of dilapidations either during the lease term or recording failure to give up the property in the appropriate state of repair when this lease ends

1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date

1.7 in making payments under this clause:

(a) nothing is to be deducted or set off

(b) any value added tax payable is to be added

2 The Tenant is also to make the following payments, with value added tax where payable:

2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid on the due date to the appropriate authorities

2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid to the appropriate authority

2.3 a registration fee of £40 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3 SERVICE CHARGE

3. The Landlord and the Tenant agree that:

3.1 the service charge is the Tenant's fair proportion of each item of the service costs

3.2 the service costs:

(a) are the costs which the Landlord fairly and reasonably incurs in complying with obligations under clauses 12 and 13

(b) include the reasonable charges of any agent, contractor, consultant or employee whom the Landlord engages to provide the services under clauses 12 and 13

(c) include interest at no more than the Law Society's interest rate on sums the Landlord borrows to discharge his obligations under clauses 12 and 13

3.3 the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated

3.4 an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand

3.5 the Landlord is not entitled to demand interim payments more than once every three months

3.6 the Landlord is to keep full records of the service costs and at least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease term or the last account as the case may be:

(a) the amount of the service costs

(b) the service charge the Tenant is to pay

(c) the total of any interim payments the Tenant has paid

(d) the difference between the total interim payments and the service charge

3.7 within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties, except that the Landlord is entitled to retain any overpayment towards any interim payments already demanded for a later accounting period

3.8 the Landlord is either:

(a) to have the account certified by an independent chartered accountant, or

(b) to allow the Tenant to inspect the books, records, invoices and receipts relating to the service costs

3.9 disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.3

4 USE

4. The Tenant is to comply with the following requirements as to the use of the Building and any part of it, and is not to authorise or allow anyone else to contravene them:

4.1 to use the property only for the use allowed

4.2 not to obstruct any part of the Building used for access to the property or to any other part of the Building

4.3 not to do anything which might invalidate any insurance policy covering any part of the Building or which might increase the premium

4.4 not to hold an auction in the property

4.5 not to use any part of the Building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

4.6 not to display any signs or advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

4.7 not to overload any part of the property

4.8 to comply with every statutory obligation authorising or regulating how the property is used, and to obtain, comply with the terms of, renew and continue any licence or registration which is required

5 ACCESS

5. The Tenant is to give the Landlord, or anyone with the Landlord's written authority, access to the property:

5.1 for these purposes:

(a) inspecting the condition of the property, or how it is being used

(b) doing works which the Landlord is permitted to do under clauses 6.10 or 13

(c) complying with any statutory obligation

(d) viewing the property as a prospective buyer, tenant or mortgagee

(e) valuing the property

(f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving the Building or any neighbouring property

5.2 and only on seven days' written notice except in an emergency

5.3 and during normal business hours except in an emergency

5.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

6 CONDITION AND WORK

6. The Tenant is to comply with the following duties in relation to the property, and for this purpose the inside of the property includes all ceilings, floors, doors, door frames, windows and window frames and the internal surfaces of all walls but excludes joists immediately above the ceilings and supporting the floors:

See Rider

6.1 to maintain the state and condition of the inside of the property, but the Tenant need not alter or improve it except as required in clause 6.9

6.2 to decorate the inside of the property:

(a) in every fifth year of the lease term

(b) in the last three months of the lease term (however it ends) except to the extent that it has been decorated in the previous year

6.3 where the property has a shop front, to maintain and decorate it

6.4 when decorating, to use the colours and the types of finish used previously

6.5 not to make any structural alterations or additions to the property

6.6 not to make any other alterations affecting services or systems in the Building unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)

6.7 to notify the Landlord of all alterations or additions to the property not covered by clauses 6.5 or 6.6

6.8 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged

6.9 to do any work to the property required under a statute even if it alters or improves the property. The work is to be done on the following conditions:

(a) before doing it, the Tenant is to obtain the Landlord's written consent (and the Landlord is not entitled to withhold that consent unreasonably)

(b) the Landlord is to contribute a fair proportion of the cost, taking into account any value of the work to the Landlord

and any dispute is to be decided by arbitration under clause 17.3

6.10 if the Tenant fails to do any work which this lease requires and the Landlord gives the Tenant written notice to do it, to do that work. In such a case, the Tenant is to start the work within two months, or immediately in case of emergency, and proceed diligently with it. In default, the Tenant is to permit the Landlord to do the work

6.11 However, this clause

(a) does not require the Tenant to make good damage by a risk not required to be insured under clause 12.1 unless resulting from the act or default of the Tenant

(b) only requires the Tenant to make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

7 TRANSFER ETC.

7. The Tenant is to comply with the following:

7.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

7.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)

7.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

7.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3

7.5 if -

(a) the financial standing of the proposed transferee, and any guarantor, is lower than that of the current Tenant, or the proposed transferee is resident or registered overseas and

(b) the Landlord reasonably requires

a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the transferee will perform the Tenant's obligations

8 OTHER MATTERS

8. The Tenant:

8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as it is received

8.2 is to allow the Landlord, during the last six months of the lease term, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

8.3 is not to apply for planning permission relating to the use of the property or any addition or alteration unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably where the use or addition or alteration is permitted by this lease or has the Landlord's written consent)

8.4 in occupying and doing work on the property, and in using any part of the Building, is to comply with all statutory requirements

9 RENT REVIEW - MARKET RENT

9.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date

9.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a term equal to the remainder of the lease term, assuming that at that date

(a) no account is taken of any goodwill belonging to anyone who has occupied the property

(b) the property is vacant and has not been occupied by the Tenant or any sub-tenant

(c) the property can immediately be used

(d) the property is in the condition required by this lease and any damage caused by any of the risks to be insured under clause 12 has been made good

(e) no tenant or sub-tenant has previously during the lease term done anything to the property to increase or decrease its rental value. In this paragraph "anything" includes work done by the Tenant to comply with clause 6.9, but nothing else which the Tenant was obliged to do under this lease

9.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

9.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 17.3

9.5 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided

(b) Starting on that rent payment date, the Tenant is to pay the new rent

(c) On that rent payment date, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its payment date

10 DAMAGE

10. If the Building is damaged by any of the risks required to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

10.1 the rent, or a fair proportion of it, is to be suspended for three years or, if earlier, until the whole of the property can again be used for the use allowed

10.2 if at any time it is unlikely that the damage will be fully repaired either within three years from the date of the damage, or (if sooner) before the end of the lease term, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other in which case

(a) the insurance money belongs to the Landlord and

(b) the Landlord's obligation to make good damage under clause 12 ceases

10.3 a notice under clause 10.2 is only effective if given within three years from the date of the damage

10.4 if the insurers refuse to pay all or part of the insurance money because of the Tenant's act or default:

(a) to the extent of that refusal, the Tenant cannot claim the benefit of clause 10.1

(b) the Tenant cannot serve notice under clause 10.2

10.5 if the Building is damaged (but not as a result of the act or default of the Tenant) by a risk not required to be insured under clause 12.1 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

(a) the rent or a fair proportion of it is to be suspended for three years or, if earlier, until the whole property can again be used for the use allowed and

(b) not earlier than two months after the date of the damage, either the Landlord or the Tenant may, unless the Landlord has previously undertaken promptly to make good the damage, end the lease by giving at least one month's notice to the other

10.6 any dispute under any part of this clause is to be decided by arbitration under clause 17.3

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

11 QUIET ENJOYMENT

11. The Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

12 INSURANCE

12. The Landlord is to:

12.1 keep the Building (except the plate glass) insured on reasonable terms with reputable insurers to cover

(a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent

(b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord

so far as cover is available at normal insurance rates for the locality and subject to reasonable excesses and exclusions

12.2 take all necessary steps to make good as soon as possible all damage to the Building by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant

12.3 give the Tenant on request once a year:

(a) particulars of the policy and evidence from the insurer that it is in force

(b) details of any commission received by the Landlord for that insurance

13 SERVICES

13. The Landlord is to comply with the following duties in relation to the Building:

13.1 to maintain the state and condition (including the decorations) of:

(a) the structure, outside, roof, foundations, joists, floor slabs, load bearing walls, beams and columns of the Building and any plant, machinery and fixtures required to provide the services listed in clause 18

(b) those parts of the Building which tenants of more than one part can use ("the common parts")

13.2 to decorate the common parts and the outside of the Building every five years, using colours and types of finish reasonably decided by the Landlord

13.3 to pay promptly all periodic rates, taxes and outgoings relating to the common parts, including any imposed after the date of this lease (even if of a novel nature)

13.4 to pay or contribute to the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with other property

13.5 to provide the services listed in clause 18, but the Landlord is not to be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord

14 FORFEITURE

14. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:

(a) payment of any rent is fourteen days overdue, even if it was not formally demanded

(b) the Tenant has not complied with any of the terms of this lease

(c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of the Tenant's property is appointed

(d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or had an administrative receiver appointed or had an administration order made in respect of it or the directors of the Tenant give notice of their intention to appoint an administrator

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

15 END OF LEASE

15. When this lease ends the Tenant is to:

15.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it

15.2 (if the Landlord reasonably requires) remove anything the Tenant fixed to the property and make good any damage which that causes

15.3 remove all the alterations or additions to the property made by the Tenant or its predecessors without the Landlord's consent (where that consent was required)

15.4 remove all or any of the alterations or additions to the property made, either with the Landlord's consent or where such consent was not required, by the Tenant or its predecessors in title if -

(a) the Landlord reasonably requires, and

(b) the Landlord gives the Tenant written notice of the requirement at least six months before the end of this lease, or later if shorter notice is reasonable

PROPERTY RIGHTS

16 FACILITIES

16.1 The Tenant is to have the following rights for the Tenant and visitors, whether or not exclusive:

(a) to come and go to and from the property over the parts of the Building designed or designated to afford access to the property

(b) shelter and support of the property as is now enjoyed

(c) to use the existing service wires, pipes and drains, and

(d) to use the parking area for parking the number of vehicles specified above

16.2 The Landlord is to have the following rights for the Landlord, tenants of other parts of the Building and visitors over the property:

(a) to come and go to and from other parts of the Building over the parts of the property designated for that purpose

(b) shelter and support as is now enjoyed

(c) to use the existing service wires, pipes and drains

GENERAL

17 PARTIES' RESPONSIBILITY

17.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

SERVICE OF NOTICE

17.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

17.3 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of an arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

17.4 The headings do not form part of this lease

18 SERVICES

These are the services mentioned in clause 13.5 (delete or add as required):

Cleaning of the common parts
Lighting of the common parts
Heating of the common parts
Lift maintenance
Hot and cold water to wash hand basins in the common parts
Porterage
Fire extinguishers in the common parts
Heating in the property
Window cleaning for the Building
Furnishing the common parts
Any other service or amenity that the Landlord may in its discretion acting resonably and in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the building.

19 RENT REVIEW - INDEX LINKED

19.1 Clause 9 does not apply to this lease

19.2 On each rent review date, the rent is to be adjusted by reference to the Index, as follows

19.3 The adjusted rent is to be: the initial rent payable under this lease (after any rent free period has expired) multiplied by the Index figure at the rent review date and divided by the Index figure at the start of the term of this lease.

19.4 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided.

(b) Starting on that rent payment date, the Tenant is to pay the new rent.

(c) On that rent payment date:

(i) the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its rent payment date.

(ii) the Landlord is to refund any amount by which the rent paid exceeds the rent payable since the rent review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt

19.5 In the purposes of this clause:

(a) The Index means the "all items" figure of the Index of Retail Prices published by the Office for National Statistics or any officially published index intended to supersede it.

(b) The Index figure for a particular date means the last published figure of the Index before that date.

(c) If the method of calculation of the Index is changed, any official reconciliation between the old and the new method should be adopted

19.6 Any dispute under any part of this clause is to be decided by arbitration under clause 17.3

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named above and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease term or any statutory extension of it. If the Tenant is insolvent or this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

CODE FOR LEASING BUSINESS PREMISES IN ENGLAND AND WALES 2007

This lease is intended to conform to the Code, which is endorsed by the Department for Communities and Local Government, the Welsh Assembly Government, the Law Society and other bodies. Please see www.leasingbusinesspremises.co.uk

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

If a party to this lease is a company:

(a) two directors, or

(b) a director and a company secretary, or

(c) a single director whose signature is independently witnessed

must sign on behalf of the company.

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:



Landlord

M. Leonard

Witness

MATTHEW LEONARD - CHARTERED SURVEYOR

9 WHITE LION STREET, LONDON, N1 9PD

Witness's occupation and address

Signed as a deed by/on behalf of the Tenant and delivered in the presence of:



Tenant

Drishti Rangani

Witness DRISHTI RANGANI

ASIM ERTURK

PARALEGAL

FLAT 8, 109 SALTRAM CRESCENT, W9 3JS

Witness's occupation and address

Signed as a deed by/on behalf of the Guarantor and delivered in the presence of:

Guarantor

Witness

Witness's occupation and address

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20 Rent Deposit

The tenant has provided a Rent Deposit of £5,625 against compliance of all covenants contained within this lease. The Deposit shall be held by the Landlord for the Contractual Term against the Tenant's liability for damage, breakages, unpaid rent or other payments payable to or recoverable by the Landlord and breaches of the Tenant's obligations under the terms of this Lease. The Rent Deposit along with interest accrued, shall be returned to the tenant within 28 days of the expiry of the lease. Please note the rent deposit was received under the lease dated 18th February 2020.

23 LANDLORD & TENANT ACT 1954

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

(b) ASIM GHUMM who was duly authorised by the Tenant to do so made a statutory declaration dated 08-03-24 in 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.

(d) The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease".

Sharing Occupation
Notwithstanding any other clause of this lease, 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 1954 Act) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.
Associated Company means any corporate body in which a shareholder or shareholders of the Tenant hold not less than a combined 30% interest.
Notwithstanding any other clause of this lease, the Tenant may share occupation of the Property with Lit Business Consultancy Ltd (Company number 12254539) Provided no relationship of landlord and tenant is established
Notwithstanding any other clause of this lease, the Tenant may share occupation of the Property with other occupiers provided no relationship of landlord and tenant is created. The tenant must provide a schedule of occupiers when requested by the Landlord.

RIDER
1. PAYMENTS
1.8

All costs incurred by the Landlord (together with value added tax where payable) in respect of the Tenant's consumption of all utilities at the Property and such utilities include, but are not limited to, water, electricity and gas consumed on the Property, the amount of such payment to be determined conclusively by the Landlord.

25. EPC
25.1 The Tenant shall permit entry to the Property for the purpose of carrying out any inspection necessary to prepare an Energy Performance Certificate ("EPC") and to have access to all documentation data and information under the Tenant's control required in order to prepare an EPC.

25.2 The Tenant shall reimburse the Landlord all costs and expenses incurred by the Landlord in obtaining a replacement EPC if the Tenant carries out works that invalidate an EPC or if an EPC obtained by the Tenant or by the sub-tenant or other occupier of the Property invalidates an EPC held by the Landlord for the Property and to reimburse to the Landlord all costs and expenses which the Landlord incurs at the request of the Tenant in obtaining an EPC in preparation for or by reason of any proposed assignment or subletting of the Property.

25.3 The Tenant shall not do anything which would reduce the asset rating of the Property or the Building on an EPC.

25.4 The Tenant shall not obtain an EPC for the Property without the Landlord's prior written consent.

25.5 The Tenant confirms that before the date of this Lease it was provided with a copy of an EPC for the Property.

6.1 CONDITION AND WORK

6.1.1 The tenant shall at all time during the term put and keep the Property in good and substantial repair and condition and also renew or rebuild any parts of the Property that may at any time require to be renewed or rebuilt (damage or destruction by any of the Insured Risks excepted save to the extend the insurance moneys shall be withheld in consequence of any act or default of the Tenant or its servants agents invitees or undertenants or licensees)

6.1.2 The tenant shall repair or replace forthwith any landlord's fixtures belonging to the Property in need of repair or replacement with other fixtures of a similar description quality or value to the reasonable satisfaction of the Landlord.

6.1.3 The tenant shall replace all broken glass or glass panels within or encompassing the Property.

6.1.4. The tenant shall procure all electrical and mechanical instillations and equipment within an serving the Property to be properly and regularly serviced and maintained by a qualified persons approved by the manufacturers of such installations and equipment and by the insurers of the Property and to replace such installations or equipment if the same becomes dangerous.

6.1.5 The tenant shall keep the Property and all Service Media in a clean and tidy condition and properly cleansed and free from obstruction and in particularly to clean the windows (both inside and outside) as often as occasion shall require but in any events at least once in each calendar month using only suitably competent window cleaning contractors.

LANDLORD AND TENANT ACT 1954

Statutory Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to a Business Tenancy

(1) Insert full name of declarant.

I (1) UMANG GANDECHA

(2) Insert address.

of (2) 1407 JUDGE HOUSE
DUKE OF WELLINGTON AVENUE
WOOLWICH
LONDON
SE18 6DP

do solemnly and sincerely declare that:-

(3) Delete whichever does not apply.
(4) Insert name of tenant if this declaration is made on behalf of the tenant.

1. (3) [I](4) [LONDONIST DMC LTD] propose(s) to enter into a tenancy of premises at (5)
Rear Annex
5 Great James Street
London, England
WC1N 3DB

(5) Insert address of premises.

for a term commencing on A date to be agreed between the parties

(6) Insert name of landlord.

2. (3) [I][The tenant] propose(s) to enter into an agreement with (6)
Hatton Garden Properties Limited

that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The Landlord has served on (3) [me][the tenant] a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (Oyez Form L&T 35). The form of notice set out in that Schedule is reproduced overleaf.

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

(7) Delete if this declaration is made by the tenant.

5. (7) [I am duly authorised by the tenant to make this declaration].

[P.T.O.

To: LONDONIST DMC LTD
5 Great James Street, London, England, WC1N 3DB

[Name and address of Tenant]

From: Hatton Garden Properties Limited
Quadrant House, 4 Thomas More Street, Thomas More Square, London E1W 1YW

[Name and address of Landlord]

IMPORTANT NOTICE FOR TENANT

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

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

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

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

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

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

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

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

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

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

DECLARED at HOLBORN

this 31 day of MAY 2024

Before me (8) REBECCA SALU

[A commissioner for oaths][A solicitor empowered to administer oaths] or (9)

SOLICITOR

Freemans Solicitors
18 Bedford Row
London
WC1R 4EQ
02079353522

(8) Signature of person before whom declaration is made.

(9) Insert as appropriate.