

8.11 The perpetuity period

The perpetuity period applicable to this Lease is 80 years from the commencement of the Contractual Term, and whenever in this Lease any party is granted a future interest it must vest within that period or be void for remoteness.

8.12 Party walls

Any walls dividing the Premises from the adjoining buildings are to be party walls within the meaning of the Law of Property Act 1925 Section 38 and must be maintained at the equally shared expense of the Tenant and the other party.

8.13 Exclusion of liability

The Landlord is not to be responsible to the Tenant or to anyone at the Premises or the Premises expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises or on the Premises.

8.14 New lease

This Lease is a new tenancy for the purposes of the 1995 Act Section 1.

8.15 Tenant's Break Clause

Provided the Lease Rents have been paid the Tenant may determine the Contractual Term at the end of the 3rd, 6th or 9th years from the date hereof namely by serving on the Landlord not less than seven months written notice of his intention to do so and on the expiration of such notice the Lease will absolutely determine but without prejudice to any rights of either party in respect of any antecedent breaches of the Lease.

8.16

The liability of the trustees of the Sutton Borough Liberal Democrats in whom for the time being the Head Lease is vested in respect of any breach by the Landlord of any of its obligations under this lease is to be limited in amount to the realisable value of the assets of Sutton Borough Liberal Democrats and nothing in this Lease entitles the Tenant to any right or recovery against the personal estate, property, effects or assets of any of the Trustees.

9. Exclusion of Sections 24 to 28 of the 1954 Act

9.1 The parties confirm that

- 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 a certified copy of which notice is annexed to this lease;
- b) The Tenant made a Statutory Declaration dated *11 September 2009* in accordance with the requirements of Section 38A(3)(b) of the 1954 Act a certified copy of which Statutory Declaration is annexed to this lease; and
- c) There is no agreement for lease to which this lease gives effect;

9.2 The parties agree that the provisions of Section 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

SCHEDULE 1: THE RIGHTS GRANTED

1-1 Right to Enter

The right to enter any part of the Retained Premises upon giving reasonable notice to the Landlord and the right to enter any part of the Building upon giving reasonable notice to the Landlord and the Head Landlord or other tenant (except in case of emergency) so far as is reasonably necessary to carry out works to the Premises required or permitted by this Lease the persons exercising such rights making good damage caused to the Building and causing as little disruption as possible.

1-2 Passage and running through the Adjoining Conduits

The right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of all services to and from the Premises through the appropriate Adjoining Conduits, in common with the Landlord and the Head Landlord and all other persons having a like right together with the right at reasonable times and at reasonable prior notice to have access to other parts of the Building for the purposes of maintenance and repair of the same

1-3 Support and protection

The right of light and support and protection for the benefit of the Premises that is now enjoyed from all other parts of the Building.

1-4 Nameplate and Signs

The right to use appropriate nameplate or signs displayed on the outside of the Premises showing the Tenants name and details.

1-5 The right to park two motor vehicles on the forecourt at the front of the Premises shown coloured blue on the plan

1-6 The right of pedestrian access to and egress from the Premises or any part thereof through the Retained Premises of the Landlord for all purposes in connection with the use of the Premises causing as little disturbance and inconvenience as possible to the Landlord

SCHEDULE 2: THE RIGHTS RESERVED

2-1 Passage and running through the Conduits

The right to the free and uninterrupted passage and running of all appropriate services and supplies from and to the Retained Premises and other parts of the Building or other adjoining property of the Head Landlord in and through the appropriate Conduits and through any structures of a similar use or nature that may at any time be replaced in, on, over or under the Building as permitted by paragraph 2.2 RIGHT TO REPLACE CONDUITS.

2-2 Right to replace conduits

The right to replace and to maintain at any time during the Term any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media for the provision of services or supplies—including any fixings, louvres, cowls and any other ancillary apparatus—for the benefit of any part of

the Premises, the Retained Premises or any other adjoining property of the Head Landlord, making good any damage caused by the exercise of the right.

2-3 Access

2-3.1 Access to inspect

The right to enter, or in emergency to break into and enter, the Premises at reasonable times and on reasonable notice except in emergency —

- 2-3.1.1 to inspect, clean, connect to, lay, repair, remove, replace with others, alter or execute any works whatever to or in connection with the conduits, easements, supplies or services referred to in paragraphs 2-1 PASSAGE AND RUNNING THROUGH THE CONDUITS and 2.2 RIGHT TO REPLACE CONDUITS.
- 2-3.1.2 to view the state and condition of, and repair and maintain and carry out work of any other kind to, the Premises, the Building, and any Common Parts of the Building and any other buildings where such viewing or work would not otherwise be reasonably practicable,
- 2-3.1.3 to carry out work, or do anything whatever, comprised within the Landlord's obligations in this Lease whether or not the Tenant is liable to make a contribution,
- 2-3.1.4 to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term, and
- 2-3.1.5 to exercise any of the rights granted to the Landlord in this Lease.

2-3.2 Access on renewal or rent review

The right to enter the Premises with the Surveyor and the third party determining the Rent under any provisions for rent review contained in this Lease at any time (or as required) convenient hours and on reasonable prior written notice, to inspect and measure the Premises for all purposes connected with any pending or intended step under the 1954 Act or the implementation of the provisions for rent review.

2-4 Right to erect scaffolding

The right to erect scaffolding for any proper purpose connected with or related to the Building but only if the same does not restrict the access to or use and enjoyment of the Premises.

2-5 Rights of support and shelter

The right of light, air, support, protection, shelter and all other easements and rights at the date of this Lease belonging to or enjoyed by other parts of the Building.

2-6 Right to erect new buildings

Full right and liberty at any time —

- 2-6.1 to alter, raise the height of or rebuild the Building and
- 2-6.2 to erect any new buildings on any adjoining property of the Landlord in such a manner as the Landlord thinks fit provided that the same shall not materially obstruct affect or interfere with the amenity of or access to the Premises of the passage of light and air to the Premises and if it does not affect the use and enjoyment of the Premises.

PROVIDED that in exercising the rights reserved to the Landlord contained in this schedule the Landlord must cause and ensure that those exercising such rights on its behalf cause as little damage as possible to the premises and as little disturbance and inconvenience as possible to the Tenant and any occupier making good (at the Landlord's cost) any damage caused in the exercise of such right.

- 2-7 The right of pedestrian access to and egress from the Retained Premises through the Premises including the right to use the forecourt and entrance to the Premises causing as little disturbance and inconvenience as possible to the Tenant.
- 2-8 Right to use toilet and kitchen
The right of pedestrian access to and egress from the toilets and kitchen in the Premises together with the right to use the toilet and kitchen situated in the Premises
- 2-9 Rights reserved in favour of Head Landlord
The Rights Reserved by paragraphs 2-1 to 2-6 of this Schedule 2 may be exercised by the Landlord and the Head Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord or Head Landlord.

SCHEDULE 3: THE RENT AND RENT REVIEW

3 Rent review

3.1 In this clause the following expressions have the respective specified meanings:

3.1.1 **'Current Rent'** means the sum of the yearly rent first reserved by this lease immediately before the relevant Review Date;

3.1.2 **'Review Dates'** means:
the day of 2012 and every third year thereafter and Review Date and relevant Review Date are to be construed accordingly.

3.1.3 **'Review Rent'** means the yearly rent which might be expected to be payable following the expiry of any period at the beginning of the Term which might be negotiated in the open market for the purposes of fitting out, during which no rent or a concessionary rent is payable, if the Premises had been let as a whole on the relevant Review Date:

- a in the open market;
- b by a willing landlord to a willing tenant;
- c with vacant possession;
- d without premium;
- e for a term equal to the residue of the term or a term of 6 years if longer;

f otherwise upon the provisions contained in this Lease, including the provisions for rent review at three yearly intervals, but save as to the amount of the rent first reserved;

g on the assumptions that:

- i such provisions have been fully complied with;
- ii the permitted use and the Premises comply with all statutory requirements and that the Tenant may lawfully implement and carry out the permitted use;
- iii the Premises are in a state and condition ready to be fitted out by the willing tenant;
- iv no work has been carried out to the Premises which has diminished their rental value;
- v if the Premises have been destroyed or damaged, they have been fully restored;

h but disregarding any effect on rent of:

- i the fact that the Tenant or any undertenant or other occupier or their respective predecessors in title have been or are in occupation of the Premises; and
- ii any goodwill attached to the Premises by the carrying on in them of the business of the Tenant or any undertenant or other occupier or their respective predecessors in title; and
- iii (without prejudice to sub-clause 3.1.3(g)(iv)) any works carried out to the Premises by the Tenant in either case at its own expense in pursuance of a licence granted by the Landlord (where required by this lease) and otherwise than in pursuance of any obligation to the Landlord;

- 3.1.4 **'Review Surveyor'** means an independent chartered surveyor appointed pursuant to clause 3.3.1 and, if to be nominated by or on behalf of the President of the Royal Institution of Chartered Surveyors, the President shall be requested to nominate an independent chartered surveyor with recent substantial experience in rent reviews of office premises of a similar character and quality to those of the Premises.
- 3.2 The Rent payable from each Review Date shall be the higher of:
- 3.2.1 the Current Rent (ignoring for this purpose any rent cesser pursuant to clause 5.4); and
- 3.2.2 the Review Rent.
- 3.3 If the Landlord and the Tenant shall not have agreed the Review Rent by the relevant Review Date it shall (without prejudice to the ability of the Landlord and the Tenant to agree it at any time) be assessed as follows:
- 3.3.1 the Review Surveyor shall if his appointment is agreed by the Landlord and the Tenant be immediately appointed by the Landlord or the Tenant to assess the Review Rent or (in the absence of agreement at any time about his appointment) be nominated to assess the Review Rent by or on behalf of the President for the time being of The Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant;
- 3.3.2 the Review Surveyor shall act as an independent expert and not as an arbitrator
- 3.3.3 the Review Surveyor shall be required to give written notice to the Landlord and the Tenant inviting each of them to submit to him within such time limits as he shall reasonably stipulate a proposal for the Review Rent supported by any or all of:
- a a statement of reasons;
 - b a professional rental valuation;
 - c information in respect of any other matters they consider relevant; and (separately and later)
 - d submissions in respect of each other's statement of reasons, valuation and other matters
- but he shall not be bound thereby and shall make the assessment in accordance with his own judgement, including any determination concerning any party's liability for the costs being the costs of the expert and the parties) of the reference to him.
- 3.4 If the Review Surveyor refuses to act or is incapable of acting or dies the Landlord or the Tenant may apply to the President for the further appointment of another Review Surveyor if they cannot agree upon one.
- 3.5 If the Review Rent has not been agreed or assessed by the relevant Review Date the Tenant shall:
- 3.5.1 continue to pay the Current Rent on account; and
- 3.5.2 pay the Landlord, within 21 days after the agreement or assessment of the Review Rent:
- a the sum (if any) by which the Review Rent for the period commencing on the relevant Review Date and ending on the last day of the month following the date of payment exceeds the Current Rent payable on account for the same period;
 - b plus interest (calculated at 3% per annum below the Interest Rate) for each instalment of rent due on and after the relevant Review Date;

- i on the difference between what would have been paid on that rent payment day days the Review Rent been agreed or assessed and the sum paid on account;
 - ii for the period from the date on which the instalment was due up to the date of payment of the shortfall.
- 3.6 If the right to review rent or to recover an increase in rent otherwise payable is restricted by law, when the restriction is released, the Landlord may at any time within six months after the date of release give to the Tenant not less than one month's notice requiring an additional rent review as at the next following quarter day which shall for the purposes of this Lease be a Review Date.
- 3.7 Time is not of the essence for any of the purposes of this clause.
- 3.8 As soon as possible after any increase in rent is agreed or determined pursuant to this Schedule, a memorandum recording the outcome of the review shall be signed on behalf of the Landlord and the Tenant respectively and exchanged between them.

SCHEDULE 4: THE PREMISES COVENANTS

4-1 Use

4-1.1

The Tenant must use the Premises for the Permitted Use only.

4-1.2 *External displays*

The Tenant must not stand, place, deposit or expose any goods, materials, articles or things whatsoever for display or sale or for any other purpose outside any part of the Premises.

4-1.3 *Noxious discharges*

The Tenant must not knowingly discharge into any of the Conduits or the Adjoining Conduits any noxious or deleterious matter or any substance that might cause an obstruction in or danger or injury to the Conduits or the Adjoining Conduits or be or become a source of obstruction, danger or injury, and in the event of any such obstruction, danger or injury the Tenant must forthwith make good any damage to the reasonable satisfaction of the Surveyor.

4-1.4 *Noisy machinery*

The Tenant must not install in or use on the Premises any machinery or apparatus causing excessive noise or vibration that can be heard or felt in nearby premises or outside the Premises or that may cause damage.

4-1.5 *Sound audible outside*

The Tenant must not play or use on the Premises any musical instrument, audio or other equipment or apparatus producing sound that can be heard outside the Premises if the Landlord in his discretion acting reasonably considers such sounds to be undesirable and gives notice to the Tenant to that effect.

4-1.6 *Flashing lights*

The Tenant must not display any flashing lights in the Premises that can be seen from outside the Premises, or display any other lighting arrangement that can be seen from outside the Premises if the Landlord in his discretion acting reasonably considers such lighting to be undesirable and gives written notice to the Tenant to that effect.

4-1.7 *Exterior lights and awnings*

The Tenant must not install or erect any exterior lighting, shade or awning at the Premises without the Landlord's consent not to be unreasonably withheld or delayed

4-1.8 *Window cleaning*

The Tenant must clean both sides of all windows and window frames at the Premises as often as may reasonably be necessary.

4-2 Damage precautions

4-2.1 *Frost precautions*

The Tenant must take all necessary precautions against frost damage to the Conduits.

4-2.2 *Water damage*

The Tenant must take all necessary care and precautions to avoid water damage to any other part of the Premises caused by the bursting or overflowing of any pipe or water apparatus in the Premises.

4-2.3 Window dressing and displays

4-2.4 *Posters, placards and signs*

The Tenant must not place or display on the outside of the Premises or on the windows or inside the Premises so as to be visible from outside the Premises any name, writing, notice, sign, placard, poster, sticker or advertisement other than —

4-2.4.1 normal price tickets attached and relating to goods sold in the display area inside the Premises, provided these are not placed on the window glass, and

4-2.4.2 the sign referred to in Schedule 1 paragraph 1.4, and

4-2.4.3 trade placards, posters or advertisements of a temporary and not excessive nature and necessary or usual for the Permitted Use.

4-3 Ceiling and floor loading

4-3.1 *Heavy items*

The Tenant must not bring onto, or permit to remain on, the Premises any safes, machinery, goods or other articles that will or may strain or damage the Premises or any part of them.

4-3.2 *Protection of the Ceiling*

The Tenant must not, without the consent of the Landlord or the Head Landlord not to be unreasonably withheld or delayed, suspend anything from any ceiling of the Premises.

4-4 Plate glass

4-4.1 *Insurance of plate glass*

The Tenant must insure any plate glass against breakage or damage, in a reputable insurance office, for its full reinstatement cost from time to time, and whenever

reasonably so required must produce to the Landlord particulars of the insurance policy and evidence of payment of the current year's premium.

4-4.2 *Reinstatement of plate glass*

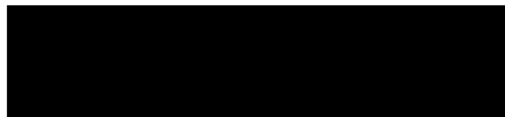
Notwithstanding anything to the contrary contained elsewhere in this Lease, whenever the whole or any part of the plate glass is broken or damaged the Tenant must as quickly as possible lay out all money received in respect of the insurance of it in reinstating it with new glass of at least the same quality and thickness, and must make good any deficiency in such money.

SCHEDULE 5: THE SUBJECTIONS

All matters referred to in entries 1 and 2 of the Charges Register of Title No SGL48104

SIGNED AS A DEED by the
Said PAUL BURSTOW in the
presence of :-

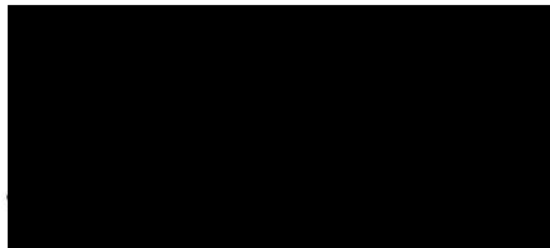
)
)



Witness:

Name:

Address:



Dated 24 day of September 2009

Landlord:

Michael Baldwin
Pauline Penneck
Joan Crowhurst
Gerry Jerome

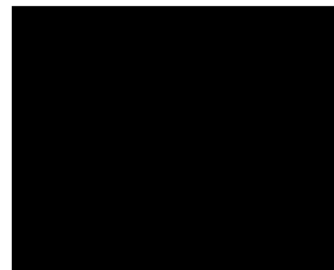
Tenant:

Paul Burstow

LEASE

Property :

Part Ground Floor
234 Gander Green Lane
Sutton
Surrey
SM3 9QF



Confirmation of Lease Agreement for the Ground Floor,
234 Gander Green Lane, Sutton, Surrey, SM3 9QF between

The Landlord:

Michael Baldwin of [REDACTED]
Pauline Penneck of [REDACTED]
Joan Crowhurst of [REDACTED]
Gerry Jerome of [REDACTED]

And the Tenant:

Paul Burstow of [REDACTED]

- We confirm that the Contractual Term is for 12 years, commencing on 24th September 2009, less one day.
- We confirm that the Initial Rent is the sum of £8996 per annum
- We confirm that the First Review date is 24th September 2012 and every third anniversary of that date during the Contractual Term.

The landlord

Michael Baldwin of [REDACTED]

Date: 9/7/10

Pauline Penneck of [REDACTED]

Date: 9/8/10

Joan Crowhurst of [REDACTED]

Date: 9 July 2010

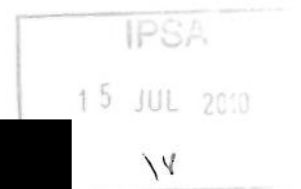
Gerry Jerome of [REDACTED]

Date: 9 July 2010

The tenant

Paul Burstow of [REDACTED]

Date 11 July 2010



We hereby certify
this to be a true copy
of the [REDACTED]

BWTLAW LLP
6 High Street
Sutton
Surrey [REDACTED]

THIS DEED is made the 24 day of September 2009
BETWEEN :

- (1) **MICHAEL BALDWIN** of [REDACTED]
PAULINE PENNECK of [REDACTED]
JOAN CROWHURST of [REDACTED]
GERRY JEROME of [REDACTED] ('The Landlord')
- (2) **PAUL BURSTOW** of [REDACTED] ('The Tenant')

WITNESSES as follows:-

1.
DEFINITIONS AND INTERPRETATION

In this deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

1.1.

"Default" means any failure by the Tenant to pay:-

1.1.1.

the whole or any part of the rents payable under the Lease

1.1.2.

any money including interest payable pursuant to the Lease or

1.1.3.

any expense incurred by the Landlord or due to the Landlord resulting from (1) any failure by the Tenant to observe and perform the Tenant's covenants and obligations and the conditions contained in the Lease or (2) the determination of the Lease before the end of the Term by forfeiture, the disclaimer of any liquidator or trustee in bankruptcy of the estate of the Tenant, or otherwise than by agreement whether or not any formal demand has been made

1.2.

"Deposit Account" means an interest bearing account opened by the Landlord with a bank or other institution of its choosing wherein the Deposit Sum is for the time being lodged in accordance with the terms of this deed

1.3.

"Deposit Balance" means the amount from time to time standing to the credit of the Deposit Account

1.4.

"Deposit Sum" means an amount equivalent to three months rent from time to time reserved and payable under the Lease and an amount equivalent to Value Added Tax thereon and as at the date hereof is the Initial Deposit

1.5.

"Initial Deposit" means Two Thousand Two Hundred and Forty Nine Pounds (£2,249.00)

1.6.

"Interest" means all interest credited to the Deposit Account from time to time

1.7. "Lease" means the Lease dated the same date as this Deed and made between the Landlord(1) and the Tenant(2) and includes any document supplemental to or collateral with such lease whether dated before or after the date of this deed

1.9.

"Premises" means the premises demised by the Lease situate at and known as Ground Floor, 234 Gander Green Lane, Sutton, Surrey

1.10.

"Term" means the term of years granted by the Lease and includes any period of holding over or extension whether by any statute or common law

1.11

The expressions "Landlord" "Tenant" and "rents" shall have the meanings ascribed to them by the Lease

1.12.

Where any party to this deed comprises two or more persons obligations expressed or implied to be made by or with that party are deemed to be made by or with those persons jointly and severally

1.13

References in this deed to any clause are references to the relevant clause in this deed and clause headings shall not affect the construction of this deed

2.

INITIAL DEPOSIT PAYMENT

2.1.

The Tenant has paid the Initial Deposit to the Landlord and the Landlord shall forthwith pay the Initial Deposit into the Deposit Account to be held by them as stakeholders in accordance with this deed

2.2.

The Tenant warrants to the Landlord that the Initial Deposit is free from any charge or encumbrance

3.

DURATION OF DEPOSIT ARRANGEMENTS

3.1.

The Deposit Balance shall be maintained (subject to the Landlord's prior right to withdraw and retain all or any part of the Deposit Balance in or towards all liabilities of the Tenant from time to time outstanding in respect of a Default by the Tenant) until the earliest of the following:-

3.1.1.

the date on which all of the following circumstances have occurred namely:

3.1.1.1.

two months have passed following the end of the Term

3.1.1.2.

the Landlord has been given vacant possession of the Premises

3.1.1.3.

all costs or losses in respect of which the Landlord is entitled to make a withdrawal from the Deposit Balance have been fully ascertained by the Landlord but not exceeding three months following the end of the Term; and

3.1.2.

six months after the disclaimer or forfeiture of the Lease if appropriate and

3.1.3.

the date on which the Tenant assigns the Lease with the consent of the Landlord

to an assignee

3.2.

Without prejudice to the generality of clause 3.1.1.3. costs or losses referred to therein shall include in respect of any material breach which is not remedied by the end of the Term or as the case may be the disclaimer of the Lease a sum equivalent to:-

3.2.1.

the loss of rent from the Premises (and Value Added Tax thereon); and

3.2.2.

Any liability to pay business rates in respect of the Premises (and Value Added Tax thereon) in both cases for as long as the breach remains unremedied PROVIDED THAT where the Term is terminated by disclaimer the Landlord shall be entitled to apply the Deposit Balance in payment of the rent and other outgoings which would have been payable if the Lease had not be disclaimed until the earlier of:-

3.2.2.1. six months from the date of disclaimer or forfeiture; or

3.2.2.2. the date upon which a new lease of the Premises is granted or the Landlord otherwise disposes of an interest in the Premises on terms substantially similar to those contained in the Lease provided that for the purposes of this clause 3.2.2.2. no such lease or disposal shall be deemed to have been made until the expiry of any reasonable rent concessionary period granted by the Landlord to the incoming tenant or occupier

3.3. The Deposit Account shall be closed on the earliest of the dates mentioned above and the Deposit Balance shall be paid to the Tenant after first being applied in satisfaction of all reasonable and proper claims made by the Landlord against the Tenant arising out of Default by the Tenant

4. CHARGE OF THE DEPOSIT ACCOUNT

The Tenant with full title guarantee charges his interest in the Deposit Account and all money from time to time withdrawn from it in accordance with this deed as security for money payable to the Landlord in the event of Default until such time as the Deposit Account is closed in accordance with clause 3

5. MAINTENANCE OF DEPOSIT SUM

5.1.

If at any time the Deposit Balance shall be less than the Deposit Sum as a result of a withdrawal pursuant to clause 6.1. the Tenant shall pay the difference within seven days if notice from the landlord to the Tenant to that effect

5.2.

If and so long as the Deposit Balance is less than the Deposit Sum interest accrued on the Deposit Balance shall not be paid to the Tenant pursuant to clause 7.3 but shall be added to the Deposit Balance until such time as the Deposit Balance equals the Deposit Sum howsoever that may be effected

6.

LANDLORD'S REMEDIES

6.1

The Landlord may at any time draw on the Deposit Account to pay to the Landlord an amount not exceeding any sum then due to the Landlord arising out of a Default by the

Tenant if the Landlord has previously given to the Tenant not less than 14 days notice of his intention to have a withdrawal from the Deposit Account made specifying the Default to which the withdrawal relates and the amount of the withdrawal and the Tenant has not remedied the Default complained of before the notice expires

7.

INTEREST

7.1.

Subject to clause 5.2. all Interest shall be left in the Deposit Account but shall beneficially accrue to the Tenant

7.2.

The Tenant shall make a return in respect of the Interest in full to the Inland Revenue and the tax assessed thereon shall be paid by the Tenant accordingly

7.3.1.

After reasonable intervals of not less than one year following the date of this deed or any payment made to the Tenant pursuant to this clause the Tenant acting on his own behalf or by his solicitors may by notice require the Landlord to draw on the Deposit Account and pay to him an amount (less tax) equal to the Interest that has accrued to the Deposit Balance at the date of the notice

8.

COSTS

In the event of a default but not otherwise the proper and reasonable costs of any solicitors instructed by the Landlord having regard to the time they spend on the management and administration of the Deposit Account and generally in connection with this deed any disbursements properly incurred by them and VAT referable to those costs and disbursements shall be paid (or indemnified as the case may be) by the Tenant to the Landlord on demand and if not so paid within fourteen days of such demand may be withdrawn by the Landlord from the Deposit Account any such withdrawal being first set against any accrued Interest and to the extent that the Interest is insufficient to meet the said expenses thereafter set against the Deposit Balance

9.

DISPOSAL BY THE LANDLORD

If the Landlord completes the disposal of the legal interest in the whole of the reversion to the Lease to another person ("the New Reversioner") after the New Reversioner has joined with the Landlord to deliver to the Tenant a duly executed deed in which the Landlord confirms to the Tenant that he has assigned the benefit of this deed to the New Reversioner and the New Reversioner covenants with the Tenant to be bound by the terms of this deed as if he had executed it as the Landlord then:

9.1.

the Landlord's rights under this deed in respect of the Deposit Account are to enure for the benefit of the New Reversioner

9.2

The Landlord shall be released from the terms of this deed save in respect of any antecedent breach

10.

SERVICE OF NOTICES

10.1.

In addition to any other mode of service any notices to be served under this deed shall be validly served if served in accordance with section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or (in the case of any notice to be served on the Tenant) by sending it to the Tenant at the Premises

10.2.

If the Tenant comprises more than one person it shall be sufficient for all purposes if notice is served on one of them

11.

DECLARATIONS

It is hereby agreed and declared that:

11.1.

The Deposit Balance belongs to the Tenant but is to be treated on the terms of this deed

11.2.

The provisions of this deed shall in no way fetter the exercise by the Landlord of any of its rights duties powers or discretions as landlord under the Lease

11.3.

The liability of the Tenant and of any guarantor pursuant to the Lease from time to time shall not be limited to the Deposit Balance

11.4.

The proviso for re-entry contained in the Lease is to be exercisable on breach of any covenant or obligation contained in this deed as well as on the happening of any of the events mentioned in this Lease

11.5.

The Tenant is not to be entitled to withhold money or fail to perform any of his obligations under the Lease because of the existence of the Deposit Balance or this deed

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be

and is hereby delivered on the day and year first above written

SIGNED as a Deed by the
said **PAUL BURSTOW**
in the presence of:

Witness Sign

Witness Name

Witness Address ...

Witness Occupation.....

MICHAEL LINCOLN & ASSOCIATES

Property Consultancy Services

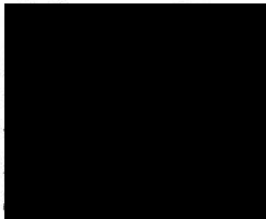
RICS
Valuation

INVOICE

ACCT/MBL/10590

8TH JULY 2009

Liberal Democrats



Ground Floor Premises
234 Gander Green Lane, Sutton, Surrey SM3 9QF

To professional services rendered in connection with the above.

To inspecting the premises on 3rd July 2009 in order to assess rental values.

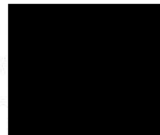
To preparing our Report dated 8th July 2009 and on the same date to submitting four copies thereof to the solicitors.

To our prior agreed fee..... £ 350.00

VAT @ 15.0 % 52.50

Total due: £ 402.50

=====



Payment terms 14 days from date of Invoice

