

DATED

30

AUGUST 2023

LEASE

RELATING TO

REAR YARD AT 23 HIGH STREET, GRAYS, RM17 6NB

LEOMINIK LIMITED

and

KO INTERNATIONAL FOODS LTD

Gordon and Thompson Ltd

59 Green Street, Gillingham, Kent ME7 1AE

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Ref: GT/RN/FO/ASSETS/HANNAH/2022

LR1. Date of lease **30 August** 2023

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EX420411

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

LEOMINIK LIMITED

12878758

21 High Street, Grays, RM17 6NB

Tenant

KO INTERNATIONAL FOODS LTD

14365171

25 High Street, Grays, Essex, United Kingdom, RM17 6NB

Other parties

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.

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

None.

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

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in clause 1.1 of this lease.

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

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

None

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as set out in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None.

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THIS LEASE is dated

30 August

2023

- (1) LEOMINIK LIMITED, incorporated and registered in England and Wales with company number 12878758 whose registered office is at 21 High Street, Grays, England (the **Landlord**); and
- (2) KO INTERNATIONAL FOODS LTD, incorporated and registered in England and Wales with company number 14949511 whose registered office is at 25 High Street, Grays, Essex, United Kingdom RM17 6NB (the **Tenant**).

AGREED TERMS

1. INTERPRETATION

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

Asset Sale and Purchase Agreement: the agreement entered into between Hannah's Bakeries Ltd and the Buyer on the date of this agreement

Annual Rent: rent at the rate of Five Thousand Pounds (£5000) per annum exclusive of VAT.

Building: 23 High Street, Grays, RM17 6NB (registered at the Land Registry with title number EX420411) shown edged red on Plan 2.

Common Parts: means the roads footpaths forecourts service yards escape ways and other areas within the Building or its curtilage from time to time designated by the Landlord for common use by the tenants and occupiers of the Building and those authorised by them.

Contractual Term: a term from and including 30 August 2023 to and including 29 August 2028.

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

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Entry Safeguards: means the Landlord shall:

- (a) ensure that (so far as is reasonably practicable in the circumstances) adequate and reasonable access to the Property is maintained at all times for the Tenant and its employees agents servants customers contractors and workpeople;
- (b) act in a reasonable and responsible manner and cause as little damage as is reasonably practicable to the business of the Tenant carried out at the Property;
- (c) comply with the reasonable requirements of the Tenant;
- (d) wherever practicable (except in case of emergency) make such entry outside normal working hours;
- (e) give reasonable consideration to other methods of carrying out works without the Property being involved;
- (f) cause as little damage as is reasonably practicable to the Property and the Tenant's fixtures fittings and stock;
- (g) make good any damage caused as soon as is reasonably practicable and to the Tenant's reasonable satisfaction; and
- (h) ensure that (where reasonably practicable) the Tenant's reasonable requirements are complied with as to temporary signage and a display of the Tenant's name and business.

Insurance Rent: The aggregate in each year of:

- (a) a fair and reasonable proportion of:
 - (i) the cost of any premiums (including any IPT chargeable thereon) that the Landlord expends; and
 - (ii) any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance with this lease, including any professional fees for carrying out any insurance valuation of the Reinstatement Value but not more than once every three years;
- (b) a fair and reasonable proportion of the cost of any premiums (including any IPT chargeable thereon) that the Landlord expends in effecting public liability insurance in relation to the Common Parts;
- (c) the cost of any additional premiums (including any IPT chargeable thereon) and loadings that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant, any person deriving title under the Tenant or any person at the Property with the express or Implied authority of any of them;
- (d) the cost of any premiums (including any IPT chargeable thereon) that the Landlord expends in effecting insurance against loss of the Annual Rent from the Property for three years; and any VAT payable on any sum in (a) to (d) inclusive.

Insured Risks: fire, lightning, explosion, impact, earthquake, storm, tempest, flood, bursting or overflowing of water tanks or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, not, civil commotion, strikes, labour or political disturbances, malicious damage, aircraft and aerial deuces and articles dropped accidentally from them, and such other risks against which the Landlord may reasonably insure from time to time, and **Insured Risk** means any one of the Insured Risks.

Interest Rate: Interest at the base lending rate from time to time of National Westminster Bank plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Indemnity Proviso means PROVIDED THAT at all times the Landlord:

- (a) gives notice to the Tenant of any claim, loss or liability in respect of which it seeks an indemnity as soon as reasonably practicable after receiving notice of the same;
- (b) provides to the Tenant on request any information and assistance in relation to such claim as the Tenant may reasonably require;
- (c) takes all responsible steps to mitigate any loss; and
- (d) does not make any settlement or compromise in relation to any claim without the prior consent of the Tenant (such consent not to be unreasonably withheld or delayed).

AND PROVIDED that the Tenant shall not be required to indemnify the Landlord to the extent that any claim may be covered by insurance effected by the Landlord.

Interest Rate: Interest at the base lending rate from time to time of National Westminster Bank plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Lettable Unit: a floor or part of a floor of the Building other than the Property, that is capable of being let and occupied.

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

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

President: the President for the time being of the Royal Institute of Chartered Surveyors or a person acting on their behalf.

Property: Land to the rear of 23 High Street, Grays, Essex RM17 6NB (the floor plan of which is shown hatched red on Plan 2) bounded by and including:

- (a) all Landlord's fixtures and fittings therein together with all alterations and improvements thereto but if those fixtures are Service Media, only if they fall within paragraph(d)
- (b) Service Media within and exclusively serving the Property and which are owned by the Landlord;

but excluding:

- (c) the floor slabs above or below those premises and the roof and the boundaries;
- (d) all Service Media within that part of the Building which do not exclusively serve that part of the Building; and

Rear Accessway: the rear accessway of the Property forming part of the Building

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Rent Commencement Date: 30 August 2023.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Rights: The rights granted by the Landlord to the Tenant in clause 3.1

Service Media: 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.

Scaffolding Proviso: (a) such scaffolding remains in position for as short a period as is reasonably practicable for the works which it has been erected to be carried out and that as soon as practicable after such works have been completed it will be removed; and

(b) it will cause as little disruption as is reasonably practicable to the entrance of the Property and where possible will cause as little obstruction or interference as is reasonably practicable to the Tenant's name sign or fascia and any display window in the Property; and

(c) in the exercise of the right the person or persons using the scaffolding will cause as little disruption or interference as may be possible to the trade and business of the Tenant carried on from the Property; and

(d) any damage which may be caused to the exterior of the Property and the Tenant's name sign and fascia following the removal of such scaffolding will be made good by the Landlord at no expense to the Tenant as soon as reasonably practicable thereafter; and

(e) if the Tenant's sign and fascia and/or display window in the Property are obstructed or interfered with by the erection of the scaffolding the Landlord (at its own cost) will permit the Tenant to display a banner sign on the exterior of

the scaffolding to the intent that such banner sign will be visible to members of the public; and

(f) save in the case of an emergency the Landlord shall give as much notice as possible prior to erecting the scaffolding and in any event at least 14 days written notice and the Landlord shall not erect scaffolding during the months of November, December and January (save in case of emergency).

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the (date of this lease in the property registers and the charges registers of title numbers EX420411).

Tenant Damage: damage or destruction caused by an act or omission of the Tenant.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- a) of an exclusion imposed by the insurers; or
- b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any one of the Uninsured Risks.

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

1927 Act: Landlord and Tenant Act 1927.

1954 Act: Landlord and Tenant Act 1954.

1995 Act: Landlord and Tenant (Covenants) Act 1995.

1979 Agreement: the Agreement dated the 10th August 1979 and made between Thurrock Borough Council (1) Ravenseft Properties Limited (2) and Commercial Properties Limited (3) referred to in Entry A2 of the Landlords Title Number EX420411.

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 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 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.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.6 A reference to the Landlord includes a reference to the person entitled to the Immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.8 A reference to one gender shall include a reference to the other genders.

1.9 The expressions landlord covenant and tenant covenant each has the meaning given to it by the 1995 Act.

1.10 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.

1.11 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 35.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 35.6.

1.12 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.

1.13 The expression neighbouring property does not include the Building.

1.14 A reference to the term is to the Contractual Term.

1.15 A reference to the end of the term is to the end of the term however it ends.

1.16 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.17 A reference to writing or written includes faxes but does not include e-mail.

1.18 Words in the singular shall include the plural and vice versa.

1.19 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.

1.20 A working day is a day other than a Saturday, Sunday or public holiday in England.

1.21 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.22 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reservations, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

2.3.1 the Annual Rent and all VAT in respect of it;

2.3.2 the Insurance Rent; and

2.3.3 all interest payable under this lease.

3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant the following rights:

3.1.1 the right to support and protection from the Common Parts and the landlord's neighbouring property to the extent that the Common Parts and the landlord's neighbouring property provide support and protection to the Property at the date of this lease;

3.1.2 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;

3.1.3 the right to attach any item to the Common Parts adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease;

3.1.4 the right to display the name and logo of the Tenant (and any authorised undertenant) on a sign or noticeboard on the exterior of the Building in a form and manner reasonably approved by the Landlord;

3.1.5 the right to enter the Common Parts or any other Lettable Unit (insofar as the Landlord has power to grant the same (but not further or otherwise)) so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease;

3.1.6 the right (insofar as the Landlord has power to grant the same (but not further or otherwise)) to use the Rear Access Way to and egress from the Property.

3.1.7 The Right (in so far as the Landlord has power) to grant the same (but not further or otherwise) to use the rights granted by the 1979 Agreement

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 comply with all laws relating to its use of the Common Parts pursuant to the Rights.

3.5 The Landlord may, at its discretion, change the area over which any of the Rights are exercised providing any change does not prevent or restrict access to the Property or the Common Parts or otherwise significantly alter the rights granted to the Tenant.

3.6 In relation to the Rights mentioned in clause 3.1.2, 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.

3.7 In relation to the Right mentioned in clause 3.1.3, where the Tenant requires the consent of the Landlord to carry out the works to the Property, the Tenant may only exercise that Right when that consent has been granted and in accordance with the terms of that consent.

3.8 In exercising the Right mentioned in clause 3.1.5, the Tenant shall:

3.8.1 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;

3.8.2 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;

3.8.3 cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the other Lettable Units as is reasonably practicable; and

3.8.4 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.

3.9 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 the Landlord's Neighbouring Property 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 the Landlord's Neighbouring Property or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- 4.1.2 the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the perpetuity period; the right to install and construct Service Media at the Property to serve any part of the Building or the Landlord's Neighbouring Property (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- 4.1.3 at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- 4.1.4 the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations; subject to the scaffolding proviso;
- 4.1.5 the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- 4.1.6 the right to change the areas over which the Rights mentioned in clause 3.1 are exercised; and
- 4.1.7 the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1.2 are exercised,

notwithstanding that the exercise or any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property: subject to the Entry : Safeguards

- 4.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
- 4.2.2 to carry out any works to any other lettable nit or the Common Parts or the Landlord 's Neighbouring Property;

4.2.3 for any other purpose mentioned in or connected with:

- (a) this lease;
- (b) (the Reservations; and
- (c) the Landlord's interest in the Property, the Building or the Landlord's Neighbouring Property.

4.3 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.

4.4 In exercising the Reservations which involve entry onto the Property the Landlord shall:

4.5 use all reasonable endeavours to ensure that any interference to the business carried on at the Property shall be kept to a minimum;

4.6 (if any signage is obscured or the method of access may lead the public to believe that the business carried on at the Property may be suspended or affected) erect temporary signage at the Landlord's expense showing the name of the Tenant and advising that the business is not affected and is carrying on;

4.7 ensure that the Property is vacated as soon as reasonably practicable after access is no longer required;

4.8 ensure that if the access to the Property is restricted there shall be a satisfactory alternative means of access to the Property; and

4.9 if any damage is caused to make good such damage (at the Landlord's cost) to the Tenant's reasonable satisfaction as soon as reasonably practicable.

4.10 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.

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

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant except that:

6.1.1 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date; and

6.1.2 the first instalment of Annual Rent shall be the proportion, calculated on a daily basis, in respect of the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date.

7. INSURANCE

7.1 The Landlord shall effect and maintain insurance of the Building (but excluding any plate glass and any Tenant's and trade fixtures in the Property) in accordance with this clause:

7.1.1 unless the insurance is vitiated by any act or omission of either:

- (a) the Tenant, any person deriving title under the Tenant or any person at the Property with the express or implied authority of any of them; or
- (b) any tenant of the Landlord of any part of the Building other than the Property, any person deriving title under them or any person in the Building with the express or implied authority of any of them; and

7.1.2 subject to:

- (a) any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer; and
- (b) insurance being available on reasonable terms in the London Insurance market.

7.2 Insurance of the Building shall be with reputable insurers, for an amount not less than the Reinstatement Value against loss or damage caused by any of the Insured Risks, and shall include additional cover, if practicable, against damage arising from an act of terrorism.

7.3 In relation to any insurance effected by the Landlord under this clause, the Landlord shall:

7.3.1 at the reasonable written request of the Tenant supply the Tenant with:

- (a) full details of the insurance policy;

- (b) evidence of payment of the current year's premiums;
and
- (c) details of any commission paid to the Landlord by the
Landlord's Insurer;

7.3.2 procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents have become aware of the change.

7.4 The Tenant shall pay each of the following to the Landlord within 14 days of a written demand:

7.4.1 the Insurance Rent; and

7.4.2 a reasonable proportion of any amount that is deducted or disallowed by the Landlord's Insurer pursuant to any excess provision in the Insurance policy.

7.5 The Tenant shall:

7.5.1 comply at all times with any requirements of the Landlord's insurer that relate to the Property or the use by the Tenant of the Common Parts,

7.5.2 give the Landlord notice immediately on becoming aware that 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 continue insuring the Building; and

7.5.3 give the Landlord notice immediately on becoming aware that any damage or loss occurs that relates to the Property.

7.6 In relation to any insurance arranged by the Landlord under this clause, the Tenant shall not do or omit to do anything and shall not permit or suffer anything to be done that may:

7.6.1 vitiate the insurance contract; or

7.6.2 cause any money claimed under the Insurance to be withheld; or

7.6.3 cause any premium paid for the insurance to be increased or cause any additional premium to be payable, unless previously agreed in writing with the Landlord.

7.7 Other than plate glass and Tenant's and trade fixtures, the Tenant shall not insure the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.

7.8 Notwithstanding the obligation on the Tenant in clause 7.7, if the Tenant or any person deriving title under or through the Tenant shall at any time be entitled to the benefit of any insurance of the Property, the Tenant shall

immediately cause any money paid to the Tenant under that insurance to be applied in making good the loss or damage in respect of which it was paid.

7.9 If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:

- 7.9.1 make a claim under the insurance policy effected in accordance with this clause;
- 7.9.2 notify the Tenant if the Landlord's insurer indicates that the Reinstatement Value will not be recoverable in full under the insurance policy; and
- 7.9.3 subject to clause 7.10, use any Insurance money received (other than for loss of rent) and any money received from the Tenant under clause 7.4.2 to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building.

7.10 The Landlord shall not be obliged under clause 7.9 to repair or reinstate the Building or any part of it:

- 7.10.1 unless and until the Landlord has obtained any necessary planning and other consents for the repairs and reinstatement work; or
- 7.10.2 so as to provide premises or facilities identical in size, quality and layout to those previously at the Building so long as the premises and facilities provided are reasonably equivalent; or
- 7.10.3 after a notice has been served pursuant to clause 7.12 or clause 7.13.

7.11 If the Building is damaged or destroyed (other than by Tenant Damage that causes either the insurance policy to be vitiated or any money claimed under the insurance to be withheld) so that the Property is wholly or partly unfit for occupation and use, or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable, then payment of the Annual Rent or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the earlier of the following:

- 7.11.1 the date the Tenant can occupy and use the Property in the manner contemplated by this lease prior to the date of the damage or destruction; and
- 7.11.2 the end of three years from the date of damage or destruction.
- 7.11.3 If the annual rent and any monies payable pursuant to clause 2.2 have been paid in advance or a fair part of it, it shall be repaid to the Tenant within 28 days of the damage or destruction

7.12 Subject to clause 7.14, the Landlord may give the Tenant notice terminating the lease with immediate effect if:

- 7.12.1 the Property is damaged or destroyed or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and
- 7.12.2 the Landlord reasonably decides that it is either impracticable or impossible to reinstate the Property and the Common Parts within three years from the date of the damage or destruction.

7.13 The Tenant may give the Landlord notice terminating this lease with immediate effect (subject to clause 7.14) in either of the following situations:

7.13.1 where the Property is:

- (a) damaged or destroyed in whole or in part other than by Tenant Damage so that it is unfit for occupation or use, or the Common Parts are damaged or destroyed other than by Deliberate Damage so as to make the Property inaccessible or unusable; and
- (b) not accessible and/or not fit for occupation and use by the end of three years from the date of damage or destruction; or

7.13.2 where:

- (a) the Property is damaged or destroyed in whole or in part other than by Deliberate Damage and other than by an Insured Risk so that it is unfit for occupation or use, or the Common Parts are damaged or destroyed other than by Deliberate Damage and other than by an Insured Risk so as to make the Property inaccessible or unusable; and
- (b) the loss or damage was caused other than by an Insured Risk and the Landlord has not given notice to the Tenant within six months of the date of damage or destruction that the Landlord will reinstate the Property at the Landlord's own cost.

7.14 Any notice to terminate this lease by either the Landlord or the Tenant under this clause shall be without prejudice to the rights of either party for breach of any of the covenants in the lease.

7.15 If this lease is terminated by either the Landlord or the Tenant under this clause, then any proceeds of the insurance effected by the Landlord shall belong to the Landlord.

8. RATES AND TAXES

8.1 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:

8.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

8.1.2 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.

8.2 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.

8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. UTILITIES

9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications data and other services and utilities to or from the Property.

9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10. COMMON ITEMS

10.1 The Tenant shall pay the Landlord on demand a fair 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 but used or capable of being used by the Building in common with other land.

10.2 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.

11. VAT

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. DEFAULT INTEREST AND INTEREST

12.1 If any Annual Rent or any other 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.

12.2 If the Landlord does not demand or accept any Annual Rent or other 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.

13. COSTS

13.1 The Tenant shall pay the reasonable and properly incurred 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:

- 13.1.1 the enforcement of the tenant covenants of this lease;
- 13.1.2 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;
- 13.1.3 serving any notice in connection with this lease under section 17 of the 1995 Act;
- 13.1.4 the preparation and service of a schedule of dilapidations in connection with this lease and served not more than three months after the determination of this Lease; and

13.1.5 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).

13.2 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.

14. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the 1927 Act or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or setoff.

16. PROHIBITION OF DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, mortgage, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

17. ASSIGNMENTS

17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

17.2 The Tenant shall not assign part only of this lease.

17.3 For the purposes of section 19(1A) of the 1927 Act the Landlord and the Tenant agree that the Landlord may impose the condition in clause 17.4 upon assignment.

17.4 A condition that the assignor (and any former tenant who because of section 11 of the 1995 Act has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which if reasonably required by the Landlord:

17.4.1 is in respect of all the tenant covenants of this lease;

17.4.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the 1995 Act;

17.4.3 imposes principal debtor liability on the assignor (and any former tenant);

17.4.4 requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

17.4.5 is otherwise in a form if reasonably required by the Landlord.

17.5 The Landlord and the Tenant agree that the Landlord may give its consent to any assignment subject to a condition if reasonably required by the Landlord that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 1 (but with such amendments and additions as the Landlord may reasonably require).

17.6 For the purposes of section 19 (1A) of the 1927 Act, if the Tenant wishes to assign this lease to any company that, at the date of assignment is a member of the same group (within the meaning of section 42 of the 1954 Act), the Landlord and the Tenant agree that the Landlord shall not be unreasonable in refusing its consent if in the reasonable opinion of the Landlord, the proposed assignee, when assessed together with any proposed guarantor, is of a lower financial standing than the tenant and its guarantor (if any).

17.7 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

18. UNDERLETTINGS

18.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

18.2 The Tenant shall not underlet part only of the Property.

18.3 The Tenant shall not underlet the Property:

18.3.1 together with any property or any right over property that is not included within this lease; nor

18.3.2 at a fine or premium or reverse premium; nor

18.3.3 allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

18.4.1 a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease; and

- 18.4.2 a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38 of the 1954 Act.

18.5 Any underletting by the Tenant shall be by deed and shall include:

- 18.5.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- 18.5.2 the reservation of a rent which is not less than the open market rental value of the Property at the date the Property is underlet or (if higher) the Annual Rent reserved by this lease at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 18.3.3 and a rent review on the same date and on the same terms as the rent review in this lease unless the underletting does not extend beyond the Review Date;
- 18.5.3 a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it; and
- 18.5.4 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise not conflict with the terms of this lease and shall be in a form approved by the Landlord such approval not to be unreasonably withheld.

18.6 In relation to any underlease granted by the Tenant, the Tenant shall:

- 18.6.1 not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed;
- 18.6.2 enforce the tenant covenants in the underlease and not waive any of them; and
- 18.6.3 ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

19. **SHARING OCCUPATION**

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the 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.

20. CHARGING

20.1 The Tenant shall not mortgage or charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

20.2 The Tenant shall not mortgage or charge part only of this lease.

21. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

21.1 In this clause a **Transaction** is.

21.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in It; or

21.1.2 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

21.1.3 the making of any other arrangement for the occupation of the Property.

21.2 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).

21.3 No later than one month after a Transaction the Tenant shall:

21.3.1 give the Landlord's solicitors notice of the Transaction; and

21.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

21.3.3 pay the Landlord's solicitors a registration fee of £50 (plus VAT).

21.4 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.

22. 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 cancel any entry relating to the Rights and shall ensure that any requisitions raised by the 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.

23. REPAIRS

23.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and ensure that any Service Media forming part of the Property is kept in good working order and to keep the Property clean, tidy and clear of rubbish and replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken provided further that the Tenant shall not be obliged to keep the Property in any better condition than they are in at the date hereof as evidenced by the photographic Schedule of Condition .

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

23.2.1 the Landlord's Insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any person deriving title under the Tenant or any person at the Property or on the Common Parts with the actual or implied authority of the Tenant or any person deriving title under the Tenant; or

23.2.2 the insurance cover in relation to that disrepair is excluded, limited or unavailable.

24. DECORATION

24.1 The Tenant shall decorate the Property as often as is reasonably necessary (and at least once during the Contractual Term) and also in the last three months before the end of the term but not more than once in any 2 year period.

24.2 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.

24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord such approval not to be unreasonably withheld or delayed.

25. ALTERATIONS

The Tenant must not demolish or rebuild any building on the Property or erect a new building on it without the Landlord's consent and such consent shall not be unreasonably withheld.

26. USE

The Tenant is subject to and must comply with all restrictive covenants and matters stated or referred to on the official copy entry of the Landlord's title under number EX420411.

27. RETURNING THE PROPERTY TO THE LANDLORD

27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

27.2 If the Landlord reasonably so requires, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

27.4 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.

27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

28. COMPLIANCE WITH LAWS

28.1 The Tenant shall comply with all laws relating to:

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

28.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

28.1.3 any works carried out at the Property; and

28.1.4 all materials kept at or disposed from the Property.

28.2 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.

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

28.3.1 send a copy of the relevant document to the Landlord; and

28.3.2 in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

28.4 The Tenant shall not apply for any planning permission for the Property.

28.5 The Tenant shall comply with its obligations under the CDM Regulations including all requirements in relation to the provision and maintenance of a health and safety file.

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

28.7 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.

28.8 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.

29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

29.1 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.

29.2 The Tenant shall not obstruct the flow of light or air to the Property.

29.3 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.

29.4 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.

30. REMEDY BREACHES

30.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

30.2 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.

30.3 The reasonable and proper 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 within 14 days of a written demand.

30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights.

31. INDEMNITY

Subject to the indemnity Proviso 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 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.

32. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by 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.

33. CONDITION FOR RE-ENTRY

33.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

33.1.1 any rent is unpaid 21 days after becoming payable whether It has been formally demanded or not; or

33.1.2 any breach of any condition of, or tenant covenant, in this lease; or

33.1.3 where the Tenant or any guarantor is a corporation:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

(b) the making of an application for an administration order or in relation to the Tenant or guarantor; or

- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, any case in relation to the tenant or the guarantor; or the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
- (d) the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (e) or a winding-up order in respect of the Tenant or guarantor; or
- (f) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
- (g) the Tenant or guarantor otherwise ceasing to exist; or

33.1.4 where the Tenant or any guarantor is an individual:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
- (b) or the making of a bankruptcy order against the Tenant or guarantor.

33.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

34. **LIABILITY**

34.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising under this lease. The Landlord may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

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

34.3 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.

35. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

35.1 This lease constitutes the whole agreement between the parties relating to the transaction contemplated by the grant of this lease and supersedes all previous agreements between the parties relating to the transaction.

35.2 The Tenant acknowledges that in entering into this lease it has not relied on and shall have no right or remedy in respect of, any statement or representation made by or on behalf of the Landlord.

35.3 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.

35.4 Nothing in this clause shall limit or exclude any liability for fraud.

36. NOTICES, CONSENTS AND APPROVALS

36.1 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:

36.1.1 be in writing in the English language; and

36.1.2 be:

- (a) delivered personally; or
- (b) delivered by commercial courier; or
- (c) sent by fax; or
- (d) sent by pre-paid first-class post or recorded delivery; or
- (e) (if the notice is to be served by post outside the county from which it is sent) sent by airmail requiring signature on delivery.

36.2 A notice is deemed to have been received:

36.2.1 if delivered personally, at the time of delivery; or

36.2.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or

36.2.3 if sent by fax, at the time of transmission; or

36.2.4 If sent by pre-paid first-class post or recorded delivery, 48 hours from the date of posting; or

36.2.5 if sent by airmail, five days from the date of posting; or

36.2.6 if deemed receipt under the previous paragraphs of this clause is not within business hours (meaning 9.00 am to 5.30 pm on a working day in the place of receipt), when business next starts in the place of receipt.

36.3 To prove service, it is sufficient to prove that the notice:

36.3.1 if sent by fax, was transmitted by fax to the fax number of the party; or

36.3.2 If sent by post, that the envelope containing the notice was properly addressed and posted.

36.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

36.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

36.5.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and

36.5.2 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.

36.6 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:

36.6.1 the approval is being given in a case of emergency; or

36.6.2 this lease expressly states that the approval need not be in writing.

36.7 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.

37. GOVERNING LAW AND JURISDICTION

37.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

37.2 The Landlord, the Tenant, and any guarantor Irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim or matter arising under or in connection with this lease or its subject matter or the legal relationships established by it

38. 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 it by virtue of the Contracts (Rights of Third Parties) Act 1999.

39. **NEW TENANCY UNDER 1995 ACT**

This lease creates a new tenancy for the purposes of the 1995 Act.

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

Executed as a deed by LEOMINIK
LIMITED acting by a director, in the
presence of:

.....
Director

.....
Signature of witness

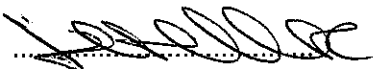
Name of witness

Address of witness

Occupation of witness

Executed as a deed by KO INTERNATIONAL
FOOD LTD acting by a director, in the presence
of:

.....HAMID ASLAM.....
Director


.....
Signature of witness:

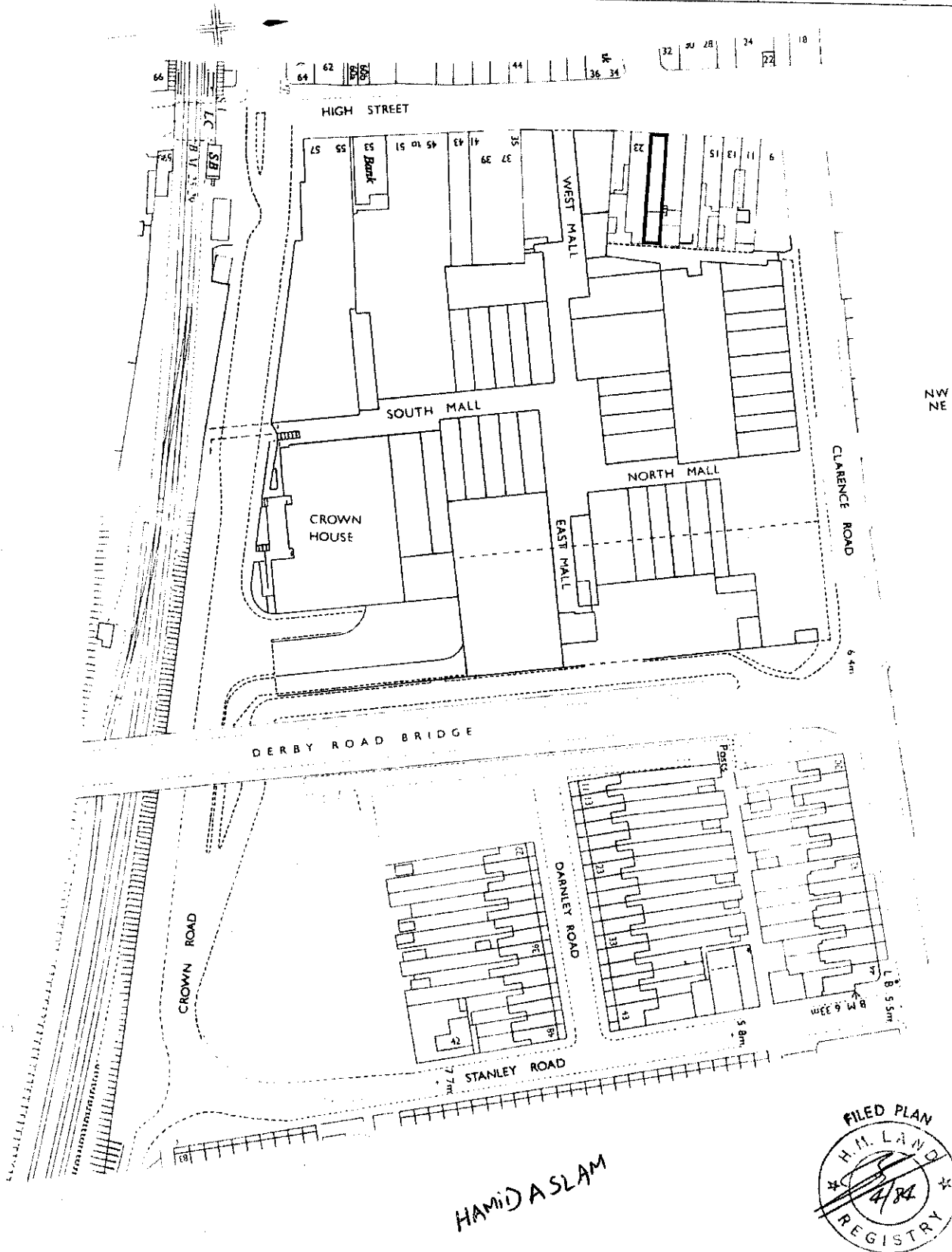
Name of witness:

Heather Millane Solicitor/Partner
MRP CAPRON
68 Orsett Road
Grays Essex
RM17 5EJ
01375 378331

Name of address:

Occupation of witness:

H.M. LAND REGISTRY		TITLE NUMBER	
		EX 289449	
ORDNANCE SURVEY PLAN REFERENCE	TQ6177	SECTION C	Scale 1:1250
COUNTY ESSEX	DISTRICT THURROCK DISTRICT		Crown copyright 1983



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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