

DATED **30 Aug 2023** AUGUST 2023

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**LEASE**

**RELATING TO**

**21 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)**

EX289449

**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**

One Pound ( £1.00)

**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.

1.	INTERPRETATION .....	3
2.	GRANT .....	10
3.	ANCILLARY RIGHTS.....	10
4.	RIGHTS EXCEPTED AND RESERVED .....	12
5.	THIRD PARTY RIGHTS .....	14
6.	THE ANNUAL RENT .....	14
7.	INSURANCE .....	15
8.	RATES AND TAXES .....	18
9.	UTILITIES .....	19
10.	COMMON ITEMS.....	19
11.	VAT.....	19
12.	DEFAULT INTEREST AND INTEREST .....	19
13.	COSTS.....	20
14.	COMPENSATION ON VACATING .....	20
15.	NO DEDUCTION, COUNTERCLAIM OR SET-OFF .....	20
16.	PROHIBITION OF DEALINGS.....	21
17.	ASSIGNMENTS .....	21
18.	UNDERLETTINGS .....	22
19.	SHARING OCCUPATION.....	23
20.	CHARGING.....	23
21.	REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION ...	23
22.	CLOSURE OF THE REGISTERED TITLE OF THIS LEASE .....	24
23.	REPAIRS.....	24
24.	DECORATION .....	25
25.	ALTERATIONS AND SIGNS .....	25
26.	RETURNING THE PROPERTY TO THE LANDLORD .....	26
27.	USE .....	26
28.	COMPLIANCE WITH LAWS .....	26
29.	ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS.....	27
30.	REMEDY BREACHES .....	28
31.	INDEMNITY .....	28
32.	LANDLORD'S COVENANT FOR QUIET ENJOYMENT.....	28
33.	GUARANTEE AND INDEMNITY .....	28
34.	CONDITION FOR RE-ENTRY .....	28
35.	LIABILITY .....	29
36.	ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS .....	30

37.	NOTICES, CONSENTS AND APPROVALS.....	30
38.	GOVERNING LAW AND JURISDICTION.....	31
39.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	32
40.	ENERGY PERFORMANCE CERTIFICATES.....	32
41.	NEW TENANCY UNDER 1995 ACT .....	33
	This lease creates a new tenancy for the purposes of the 1995 Act. ....	33
42.	OPTION .....	33
	The Landlord grants the Tenant Option to Purchase the Property as set out in Schedule 2 hereof .....	33
Schedule 1	Guarantee and indemnity.....	34
Schedule 2	Option to Purchase Freehold .....	39

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 **TWENTY SIX THOUSAND POUNDSTHOUSAND POUNDS (£26,000)** per annum (exclusive of VAT).

**Building:** 21 High Street, Grays, RM17 6NB (registered at the Land Registry with title number EX620228) shown edged red on Plan.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007.

**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.

**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.

**Option to Purchase:** The Landlord grants the Tenant an exclusive right to purchase the freehold of the Property in accordance with schedule 2 of this lease.

**Permitted Use:** use as a retail baker including instore baking, pastry cooking and sale of delicatessen hot and cold food and non-alcoholic beverage for consumption on and off the premises within Use Class E(a) and Use Class Sui Generis of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

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

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

**Property:** 21 High Street Grays, Essex, RM17 6NB (the plan of which is shown edged red on Plan) bounded by and including:

- (a) the floorboards or floor screed thereof;
- (b) the ceilings thereof;
- (c) the interior plaster finishes of exterior walls and columns;
- (d) the interior plaster finishes of the interior structural load-bearing walls and columns that adjoin another Lettable Unit or the Common Parts or the Landlords neighbouring property;

- (e) the doors and windows within those walls and their frames and fittings;
- (f) one half of the thickness of the interior, non-structural non-load-bearing walls and columns that adjoin another Lettable Unit or the Common Parts or the Landlord's neighbouring property; and
- (g) all Landlord's fixtures and fittings therein together with all alterations and improvements thereto;

but excluding:

- (h) the whole of the exterior and interior structural load-bearing walls and columns within that part of the Building other than their interior plaster finishes and other than the doors and windows and their frames and fittings within such walls;
- (i) the floor slabs above or below those premises and the roof and the boundaries;
- (j) 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 to the Property which forms part of the Building  
**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Reinstatement Value:** the full reinstatement value of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up and any other work to the Building that may be required by law and any VAT on any such costs.

**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 (EX289449 ).

**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.

**1975 Deed** the Agreement dated the 11<sup>th</sup> April 1978 and made between Ravenscroft Properties Limited (1) and Brankin Investments Limited (2). Referred to at Entry A2 of the Landlords Title Number EX289449.

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 38.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 38.6.

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;
  - 2.3.3 all interest payable under this lease; and

## **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 the rights granted by the 1978 Deed.

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.

3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1.1 only in connection with its use of the Property for the Permitted Use and only in accordance with any regulations made by the Landlord as mentioned in clause 28.1.

3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.

3.6 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.

3.7 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.

3.8 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.

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

- 3.9.1 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;
- 3.9.2 where reasonably required by the Landlord or the occupier of the relevant Lettable Unit(s), exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant Lettable Unit(s);
- 3.9.3 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;
- 3.9.4 cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the other Lettable Units as is reasonably practicable; and
- 3.9.5 promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

3.10 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any Lettable Unit or 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 Unit 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 and properly 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 provided that if it is held the Tenant is not in breach, any interest paid by the Tenant will be refunded by the Landlord within 14 days .

### **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 AND SIGNS**

25.1 The Tenant shall not make any alteration to the Property other than as mentioned in clause 25.2.

25.2 Subject to clause 25.1, the Tenant may make internal non-structural alterations with the prior written consent of the Landlord, such prior written consent not to be unreasonably withheld or delayed, provided that the Tenant shall:

25.2.1 make good any damage to the Property and to any part of the Common Parts; and

25.2.2 prior to carrying out any such alterations give to the Landlord copies of the plans and specifications for the alterations and obtain the Landlord's written consent to the same, such consent not to be unreasonably withheld.

25.3 The Tenant shall not install nor alter the route of any Service Media at the Property, nor do anything that may affect the Service Media, without the consent of the Landlord, such consent not to be unreasonably withheld.

25.4 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building.

25.5 The Tenant shall not install or remove internal demountable partitioning without the consent of the Landlord.

**26. RETURNING THE PROPERTY TO THE LANDLORD**

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

26.2 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.

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

26.4 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.

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.

**27. USE**

27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

27.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Lettable Units or any owner or occupier of neighbouring property.

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

**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 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 Provisos 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. GUARANTEE AND INDEMNITY**

For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that the guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

**34. CONDITION FOR RE-ENTRY**

34.1 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:

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

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

34.1.3 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

34.1.4 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.

34.2 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.

## **35. LIABILITY**

35.1 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.

35.2 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.

35.3 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.

#### **36. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

36.1 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.

36.2 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.

36.3 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.

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

#### **37. NOTICES, CONSENTS AND APPROVALS**

37.1 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:

37.1.1 be in writing in the English language; and

37.1.2 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.

37.2 A notice is deemed to have been received:

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

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

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

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

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

37.2.6 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.

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

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

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

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

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

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

37.5.2 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.

37.6 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:

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

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

37.7 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.

### **38. GOVERNING LAW AND JURISDICTION**

38.1 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.

38.2 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

**39. 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.

**40. ENERGY PERFORMANCE CERTIFICATES**

40.1 The Tenant must:

40.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Centre including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and

40.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.

40.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

40.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

40.3.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

40.3.2 pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

40.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

**41. NEW TENANCY UNDER 1995 ACT**

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

**42. OPTION**

The Landlord grants the Tenant Option to Purchase the Property as set out in Schedule 2 hereof

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

## **Schedule 1 Guarantee and indemnity**

### **1. GUARANTEE AND INDEMNITY**

1.1. The Guarantor guarantees to the Landlord that the Tenant shall:

- 1.1.1. pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- 1.1.2. observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the Authorised Guarantee Agreement) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2. The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

- 1.2.1. to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and
- 1.2.2. to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

### **2. GUARANTOR'S LIABILITY**

2.1. The liability of the Guarantor under paragraph 1.1 and paragraph 1.2 shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the 1995 Act, if earlier.

2.2. The liability of the Guarantor shall not be affected by:

- 2.2.1. any time or indulgence granted by the Landlord to the Tenant; or
- 2.2.2. any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

- 2.2.3. any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
  - 2.2.4. the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
  - 2.2.5. the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
  - 2.2.6. a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
  - 2.2.7. any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
  - 2.2.8. the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
  - 2.2.9. without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
  - 2.2.10. the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
  - 2.2.11. by any other act or omission except an express written release under seal of the Guarantor by the Landlord
- 2.3. The liability of each of the persons making up the Guarantor is joint and several.
- 2.4. Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

### **3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS**

- 3.1. The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2. The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

3.2.1. the variation is material or prejudicial to the Guarantor; or

3.2.2. the variation is made in any document;

3.2.3. or the Guarantor has consented, in writing or otherwise, to the variation.

3.3. The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the 1995 Act.

#### **4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT**

4.1. If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2. The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

4.2.1. be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

4.2.2. be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

4.2.3. reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it; and principles

4.2.4. otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3. The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

- 4.4. The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have, in connection with this lease.
- 4.5. The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

## **5. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR**

- 5.1. Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 5.2. The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 5.3. The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.



## **6. OTHER SECURITIES**

- 6.1. The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 6.2. This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 6.3. The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

## Schedule 2 Option to Purchase Freehold

### Part 1 Option to purchase provisions

#### 1. Definitions

The following definitions apply in this Schedule.

**Asset Sale and Purchase Agreement:** the agreement entered into by the parties signed on the date of this agreement.

**Deposit:** 10% of the Purchase Price (exclusive of VAT).

**Electronic Payment:** payment by electronic means in same day cleared funds from an account held in the name of the Tenant's Conveyancer at a clearing bank to an account in the name of the Landlord's Conveyancer.

**Landlord's Conveyancer:** Gordon and Thompson Solicitors 59 Green Street, Gillingham, Kent. ME7 1AE

**Landlord's Interest:** the freehold interest in the Property registered at HM Land Registry with title absolute under title number EX289449

**Option:** the option granted by the Landlord to the Tenant by paragraph 2 of this Part of this Schedule.

**Option Notice:** written notice exercising the Option in the form annexed to this lease at ANNEX A.

**Option Period:** the period from and including 30 August 2023 to and including 29 August 2025.

**Purchase Price:** £425,000.00

**Sale Terms:** the terms for the sale and purchase of the Landlord's Interest set out in Part 2 of this Schedule.

#### 2. Option to purchase the Landlord's Interest

2.1 The Landlord grants the Tenant an option during the Option Period to purchase the Landlord's Interest at the Purchase Price subject to clause 5 of the Asset Sale and Purchase Agreement .

2.2 Subject to paragraph 3 of this Part of this Schedule, the Tenant may exercise the Option at any time during the Option Period by serving an Option Notice on the Landlord.

#### 3. Pre-conditions

The Option Notice shall be of no effect unless it is given:

- (a) by, or on behalf of, each and every person who together constitute the Tenant at the date of exercise of the Option;

- (b) in accordance with the notice provisions contained in paragraph 5 of this Part of this Schedule; and
- (c) in respect of the whole of the Landlord's Interest.

#### **4. Deposit**

- 4.1 On the date of exercise of the Option, the Tenant shall pay the Deposit by Electronic Payment to the Landlord's Conveyancer to be held by the Landlord's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Landlord with accrued interest.

#### **5. Service of Option Notice**

- 5.1 The Option Notice must be signed by or on behalf of the Tenant.
- 5.2 The Option Notice must be served by delivering it personally or sending it by prepaid first class post or recorded delivery to the Landlord at its address or to such other address, or for the attention of such other person as was last notified in writing by the Landlord to the Tenant.
- 5.3 The Option Notice shall be deemed to have been received:
  - (a) if delivered personally, at the time of delivery; and
  - (b) in the case of prepaid first-class post or recorded delivery, on the second working day after posting.
- 5.4 In proving service it shall be sufficient to prove that delivery was made or that the envelope was properly addressed and posted as a prepaid first class or recorded delivery letter.

#### **6. Exercise of Option**

If the Option is validly exercised, the Landlord shall sell and the Tenant shall purchase the Landlord's Interest for the Purchase Price on the Sale Terms.

#### **7. Non-exercise of Option**

If the Option is not exercised then, immediately after the expiry of the Option Period, the Tenant shall remove all entries relating to the Option registered against the Landlord's Interest.

### **Part 2 Sale Terms**

#### **1. Definitions**

In this Part of this Schedule, the following words and expressions have the following meanings:

**Charge:** the charge appearing at entry number two of the charges register of title number EX289449 as at 11.51.21 on 4 April 2023 at 11.51.21 in so far as it affects the Landlord's Interest.

**Completion Date:** the date determined in accordance with paragraph 12.1 of this Part of this Schedule.

**Condition:** any one of the Part 1 Conditions.

**Contract Rate:** 4% per annum above the base rate from time to time of Barclays Bank plc.

**Part 1 Conditions:** Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

**Part 2 Conditions:** Part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

**Tenant's Conveyancer:** any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord].

## **2. Sale and purchase**

2.1 Following the valid exercise of the Option, the Landlord shall sell and the Tenant shall purchase the Landlord's Interest for the Purchase Price.

2.2 The Tenant cannot require the Landlord to:

- (a) transfer the Landlord's Interest or any part of it to any person other than the Tenant;
- (b) transfer the Landlord's Interest in more than one parcel or by more than one transfer; or
- (c) apportion the Purchase Price between different parts of the Landlord's Interest.

## **3. Conditions**

3.1 Upon exercise of the Option, the Part 1 Conditions shall be incorporated in the Sale Terms so far as they:

- (a) apply to a sale by private treaty;
- (b) relate to freehold property;
- (c) are not inconsistent with the other Sale Terms; and
- (d) have not been modified or excluded by any of the other Sale Terms.

3.2 The terms used in this lease have the same meaning when used in the Part 1 Conditions.

3.3 References in the Part 1 Conditions to:

- (a) "the property" mean the Landlord's Interest;
- (b) "seller" mean the Landlord;
- (c) "buyer" mean the Tenant;
- (d) "seller's conveyancer" mean the Landlord's Conveyancer; and
- (e) "buyer's conveyancer" mean the Tenant's Conveyancer.

3.4 Upon exercise of the Option, the Part 2 Conditions shall not be incorporated into the Sale Terms.

3.5 The following Conditions are amended:

- (a) Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the Completion Date as defined in this lease;
- (b) Condition 1.1.1(e) so that reference to contract rate in Condition 1.1.1(e) is to the Contract Rate as defined in this lease;
- (c) Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this lease;
- (d) Condition 1.1.3(b) so as to read "in the case of the seller, even though a mortgage remains secured on the Landlord's Interest, if the amount to be paid on completion enables the Landlord's Interest to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case.";
- (e) Condition 7.6.3 so that reference to condition 4.1.2 is reference to paragraph 8 of this Part of this Schedule;
- (f) Condition 9.1.1 by the deletion of the words "Completion date is twenty working days after the date of the contract";
- (g) Condition 9.4 is amended to add a new Condition 9.4(d) to read "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- (h) Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder"; and
- (i) Condition 9.8.3 is amended to add the words "by Electronic Payment" after the word "pay" in both Condition 9.8.3(a) and Condition 9.8.3(b).
- (j) Condition 10.1, so the first paragraph reads, "If any plan or statement in the contract, or in written replies which the Landlord's Conveyancer has given to any enquiry raised by the Tenant's Conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows:".

3.6 The following Conditions shall not apply:

- (a) Condition 1.1.4(a);
- (b) Condition 1.3;
- (c) Condition 2.1 and 2.2;
- (d) Conditions 3.2.1 and 3.2.2;
- (e) Conditions 4.1.1, 4.1.2 and 4.1.3;
- (f) Conditions 7.1, 7.2, 7.3.1, 7.4.2 and 7.6.2;
- (g) Condition 7.6.5(b); [and]
- (h) Conditions 8.2.2, 8.2.3 and 8.2.4 and;
- (i) Condition 9.2.1.

#### **4. Continuance of lease**

- 4.1 The Landlord's Interest shall be sold subject to and with the benefit of this lease, which shall continue in full force until actual completion.
- 4.2 The residue of the term granted by the lease shall merge and be extinguished in the Landlord's Interest immediately upon completion.

#### **5. Risk and insurance**

- 5.1 Following exercise of the Option, the Landlord shall continue to insure the Property in accordance with the Landlord's obligations contained in this lease until completion.
- 5.2 No damage to or destruction of the Landlord's Interest nor any deterioration in its condition, however caused, shall entitle the Tenant either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 5.3 If in the period between the date of exercise of the Option and completion, the Landlord's Interest is damaged or destroyed by a risk against which the Landlord has insured:
  - (a) the Landlord shall make a claim under the Landlord's insurance policy in respect of that damage or destruction;
  - (b) to the extent that any insurance money in respect of the damage or destruction is paid to the Landlord before completion, and to the extent that the Landlord is not under any statutory or contractual obligation to use any insurance money received by it to repair or rebuild the Property before completion, the Landlord shall hold the insurance money received by it on trust for the Tenant pending completion and shall pay the money to the Tenant on completion;
  - (c) to the extent that any insurance money in respect of the damage or destruction is paid to the Landlord after completion, the Landlord shall

hold the insurance money on trust for the Tenant and shall, as soon as is reasonably practicable, pay it to the Tenant; and

- (d) to the extent that any insurance money in respect of the damage or destruction has not been paid to the Landlord before completion, the Landlord shall on completion, to the extent permitted by the policy and at the Tenant's expense, assign to the Tenant all rights to claim under the policy, the assignment being in the form reasonably required by the Tenant.

## **6. Title**

- 6.1 Title to the Landlord's Interest has been deduced to the Tenant's Conveyancer before the date of this lease.
- 6.2 The Tenant is deemed to have full knowledge of the Landlord's title to the Landlord's Interest and is not entitled to raise any objection, enquiry, requisition or claim in relation to it except in relation to any incumbrance affecting the Landlord's Interest that arises after the date of this lease other than in respect of any pre completion searches

## **7. Title guarantee**

The Landlord shall transfer the Landlord's Interest with full title guarantee.

## **8. Matters affecting the Landlord's Interest**

- 8.1 The Landlord shall sell the Landlord's Interest free from incumbrances other than:
  - (a) this lease;
  - (b) any matters, other than the Charge contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number EX289449 as at 11.51.21 on 4 April 2023;
  - (c) any matters discoverable by inspection of the Landlord's Interest before the date of exercise of the Option;
  - (d) any matters which the Landlord does not and could not reasonably know about;
  - (e) any matters, other than the Charge disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before exercise of the Option;
  - (f) public requirements; and
  - (g) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

- 8.2 The Tenant is deemed to have full knowledge of the matters referred to in paragraph 8.1 of this Part of this Schedule and shall not raise any enquiry, objection, requisition or claim in respect of any of them.

**9. Transfer**

- 9.1 The transfer to the Tenant shall be in the agreed form annexed to this lease at ANNEX B.
- 9.2 The Landlord and the Tenant shall execute the transfer in original and counterpart.

**10. Purchase Price**

- 10.1 The Purchase Price shall be Four Hundred and Twenty-five Thousand Pounds (£425,000.00).

**11. VAT**

- 11.1 Each amount stated to be payable by the Tenant to the Landlord under or pursuant to the Option is exclusive of VAT (if any).
- 11.2 If VAT is chargeable on any supply made by the Landlord under or pursuant to the Option, the Tenant shall pay the Landlord an amount equal to that VAT as additional consideration on the date that the supply is made.

**12. Completion**

- 12.1 Completion shall take place not later than the working day that is 20 working days after the date of service of the Option Notice;
- 12.2 On completion, the Tenant shall pay the Purchase Price less the Deposit to the Landlord together with all rents and other sums payable under this lease up to the date of completion.
- 12.3 The Landlord shall reimburse to the Tenant on completion any Annual Rent and any Insurance Rent paid in advance under this lease in respect of any period after completion.



**ANNEX A     Option Notice**

To: LEOMINIK LIMITED at 21 High Street Grays, RM17 6NB  
for the attention of Director Javvad Azam

Pursuant to the option to purchase granted by this lease ("the Lease") dated  
2023 made between Leominik Limited and KO International Foods  
Limited relating to 21 High Street Grays RM17 6NB:

KO International gives Leominik Limited notice of the exercise of the option contained  
in schedule 2 of the Lease to buy the Landlord's freehold interest on the terms set out  
in the Lease.

DATE:

SIGNED BY  
Ltd

for and on behalf of KO International Foods

HM Land Registry  
Transfer of whole of registered title(s)

TR1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

1 Title number(s) of the property:

EX289449

2 Property:

21 High Street Grays Essex RM17 6NB

3 Date:

4 Transferor:

Leominik Limited

For UK incorporated companies/LLPs

Complete as appropriate where the transferor is a company.

Registered number of company or limited liability partnership including any prefix:

12878758

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

5 Transferee for entry in the register:

KO International Foods Ltd

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

14949511

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

6 Transferee's intended address(es) for service for entry in the register:

21 High Street Grays Essex RM17 6NB

7 The transferor transfers the property to the transferee

8 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

£425,000.00 (Four Hundred and Twenty Five Thousand Pounds)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

9 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
- in the first box, or
- in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

#### 11 Additional provisions

The Transferee hereby covenants with the Transferor and their estates by way of indemnity

only to observe and perform the covenants conditions stipulations and other matter contained or referred to in the property and charges registers of the registered title and the Landlord's obligations contained in the Property register and to indemnify and keep indemnified the Transferor and their estates against all liabilities damages costs claims and expenses whatsoever incurred directly or indirectly from any breach or non-observance thereof.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

## 12 Execution

Executed as a Deed by:

**Leominik Limited**

In the presence of:

Witness signature

Witness name

Witness address

Executed as a Deed by:

**KO International Foods Ltd**

In the presence of:

Witness signature

Remember to date this deed in panel 3.

Witness name

Witness address

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Executed as a deed by Leominik  
Limited acting by a director,

the presence of:

.....

.....

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed by FO 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

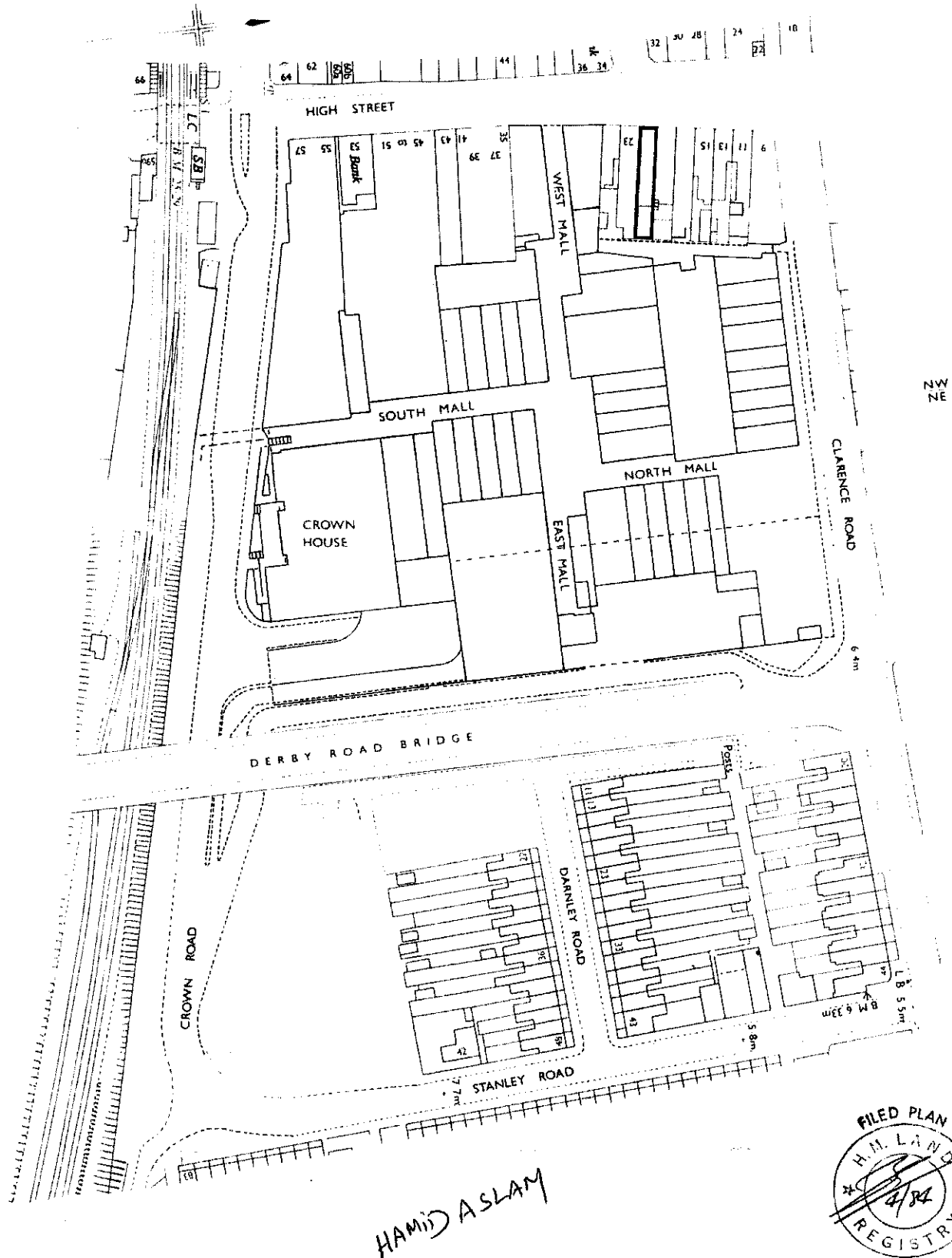
Name of address:

Occupation of witness:



# Plan 1

H.M. LAND REGISTRY		TITLE NUMBER	
		EX 289449	
ORDNANCE SURVEY PLAN REFERENCE	TQ 6177	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.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 29 June 2023 shows the state of this title plan on 29 June 2023 at 12:46:51. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Peterborough Office .

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