

**These are the notes referred to on the following official copy**

Title Number EGL552066

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DATED 17<sup>th</sup> February 2009

MOHAMMAD BILAL KHAN

- to -

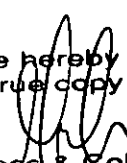
ZIA UDDIN

LEASE

- of -

111 RAINHAM ROAD  
RAINHAM  
ESSEX  
RM13 7QZ

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Moss & Coleman  
Solicitors  
170-180 High Street  
Hornchurch Essex  
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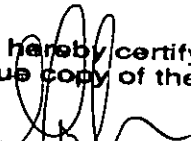
MULLIS & PEAKE  
8-10 EASTERN ROAD  
ROMFORD  
ESSEX RM1 3PJ

TEL: 01708 784000  
REF: 4/JG/103534.1/KHAN

- All words in *italicised text* and *inapplicable alternative wording* in a clause may be omitted or deleted.
- Clause LR13 may be omitted or deleted.
- Clause LR14 may be omitted or deleted where the Tenant is one person.
- Otherwise, do not omit or delete any words in **bold text** unless *italicised*.
- Side-headings may appear as headings if this is preferred.
- Vertical or horizontal lines, or both, may be omitted.

<b>LR1. Date of lease</b>	17 <sup>th</sup> February 2009
<b>LR2. Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>EGL37300</p> <p><b>LR2.2 Other title numbers</b></p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p>None</p>
<p><b>LR3. Parties to this lease</b></p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p><b>Landlord</b></p> <p><b>MOHAMMAD BILAL KHAN</b> of 111 Rainham Road Rainham Essex RM13 7QX</p> <p><b>Tenant</b></p> <p><b>ZIA UDDIN</b> of 17 High Street Hornchurch Essex RM11 1TP</p> <p><b>Other parties</b></p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p>None</p>

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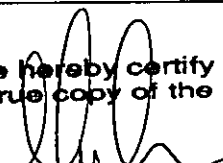
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<p><b>LR4. Property</b></p> <p><i>Insert a full description of the land being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p><b>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.</b></p> <p>See First Schedule</p>
<p><b>LR5. Prescribed statements etc.</b></p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p><b>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.</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p><del>Leasehold Reform Act 1967</del></p> <p><del>Housing Act 1985</del></p> <p><del>Housing Act 1988</del></p> <p><del>Housing Act 1996</del></p>
<p><b>LR6. Term for which the Property is leased</b></p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><del>From and including</del></p> <p><del>To and including</del></p> <p><del>OR</del></p> <p><del>The term as specified in this lease at clause/schedule/paragraph the First Schedule</del></p> <p><del>OR</del></p> <p><del>The term is as follows:</del></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p><b>TWENTY THOUSAND POUNDS (£20,000)</b></p>

*19.2.08*

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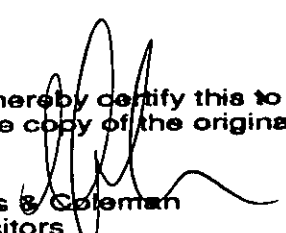
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<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p><del>This lease does not contain a provision that prohibits or restricts dispositions.</del></p> <p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p><b>LR9. Rights of acquisition etc.</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p><b>LR11. Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>See Second Schedule</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>See Third Schedule</p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p> <p>We hereby certify this to be a true copy of the original</p> <p></p> <p>Moss &amp; Coleman Solicitors 170-180 High Street Hornchurch Essex RM12 6JP</p>

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<p><b>LR13. Application for standard form of restriction</b></p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number ]</p>
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <del>Complete as necessary</del></p>

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**LAND REGISTRY  
LAND REGISTRATION ACTS 2002**

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**LESSORS TITLE NUMBER: EGL373000**

**PROPERTY LEASED: 111 Rainham Road Rainham Essex RM13 7QX**

**PREMIUM: £20,000.00**

**YEARLY RENT: £21,000 exclusive of VAT**

**DATE:**

**THIS LEASE** is made the 17<sup>th</sup> day of February 2009

**BETWEEN :-**

- (1) **MOHAMMAD BILAL KHAN** of 111 Rainham Road Rainham Essex RM13 7QX ("the Landlord")
- (2) **ZIA UDDIN** of 17 High Street Hornchurch Essex RM11 1TP ("the Tenant")

**WITNESSES** as follows:-

**1. Definitions**

- 1.1 The terms defined in this Clause shall for all purposes of this Lease have the meaning specified in this Clause
- 1.2 "Development" shall have the meaning given by Section 55 of the Town and Country Planning Act 1990
- 1.3 "the Exceptions" shall mean the exceptions and reservations (if any) set out in the Third Schedule
- 1.4 "the Guarantor" shall mean any person or persons who enters into covenants with the Landlord pursuant to clauses 9 and \* of the Fifth Schedule
- 1.5 "the Guarantor's Covenants" means the covenants set out in the Eighth Schedule
- 1.6 "the Insurance Premium" shall mean the sum which the Landlord shall from time to time pay by way of premium for insuring the Premises against the Insured Risks pursuant to paragraph 2 of the Sixth Schedule
- 1.7 "the Insurance Rents" shall mean the sums payable by the Tenant pursuant to clause 3 in respect of the Insured Risks

- 1.8 "the Insured Risks" shall mean (a) damage by fire and such other risks insurance against which the Landlord may from time to time deem necessary and (b) loss of rent payable under this Lease from time to time with regard to any review of rent which may become due under this Lease for three years or such longer period as the Landlord may from time to time reasonably consider to be sufficient for the purposes of planning and carrying out the rebuilding or reinstatements
- 1.9 "Interest" shall mean interest at the rate of Four per centum per annum above Barclays Bank PLC base rate or in the event of the said base rate ceasing to exist such other reasonable rate of interest as the Landlord may from time to time in writing specify during the period from the date on which payment is due to the date of payment both before and after any judgement
- 1.10 "the Landlord's Covenants" shall mean the covenants set out in the Sixth Schedule
- 1.11 "Pipes" shall mean and include pipes sewers drains conduits gutters watercourses wires cables channels and all other conducting media
- 1.12 "the Plan" shall mean the plan annexed hereto
- 1.13 "the Planning Acts" shall mean the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all other matters included by virtue of Clause 2.5
- 1.14 "the Premises" shall mean the property described in the First Schedule together with the Landlord's fixtures and fittings therein
- 1.15 "the Rent" shall mean the rent specified in the First Schedule
- map 1.16 "the Rent Commencement Date" shall mean 19th March 2009
- 1.17 "the Rights" shall mean the rights (if any) set out in the Second Schedule
- 1.18 "the Surveyor" shall mean any person or firm appointed by or acting for the Landlord (including an employee of the Landlord) to perform the function of the Surveyor for any purpose of this Lease
- 1.19 "the Tenant's Covenants" shall mean the covenants set out in the Fifth Schedule
- 1.20 "the Term" shall mean the term of years specified in the First Schedule
- 1.21 "the Third Party Rights" shall mean all rights covenants and restrictions affecting the Premises including matters referred to in the Registers of Title Number EGL373000

## 2. Interpretation

- 2.1 The expressions "the Landlord" and "the Tenant" shall wherever the context so admits include their respective successors in title

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- 2.2 Where the Landlord or the Tenant for the time being are two or more individuals the term "the Landlord" and "the Tenant" shall include the plural number and obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such individuals jointly and severally
- 2.3 Words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa and words importing the singular number include the plural number and vice versa
- 2.4 Reference to any right exercisable by the Landlord or by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise of such right by and in common with all persons authorised by the Landlord and all other persons having a like right
- 2.5 Any reference to statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder.
- 2.6 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done
- 2.7 Paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation thereof

### 3. The Demise

IN CONSIDERATION of payment of a premium in the sum of £20,000 the Landlord hereby demises unto the Tenant ALL THAT the Premises TOGETHER WITH the Rights but EXCEPTING AND RESERVING unto the Landlord the Exceptions TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING therefor unto the Landlord FIRST the Rent without any deduction by equal quarterly payments in advance on the usual quarter days in every year by bank standing order or direct credit transfer the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to the quarter day next hereafter to be paid on the execution hereof and SECONDLY by way of further rent on demand the sums which the Landlord shall from time to time pay by way of Insurance Premium

### 4. Tenant's Covenants

The Tenant hereby covenants with the Landlord to observe and perform the Tenant's Covenants at all times during the Term

### 5. Landlord's Covenants

The Landlord hereby covenants with the Tenant to observe and perform the Landlord's Covenants at all times during the Term

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**6. Guarantor's Covenants**

The Guarantor HEREBY COVENANTS with the Landlord to observe and perform the Guarantor's Covenants at all times during the Term

**7. Provisos**

7.1 If and whenever during the Term

7.1.1 the Rent or any part thereof shall be in arrear and unpaid for 14 days after becoming payable (whether formally demanded or not) or

7.1.2 there shall be any breach or non-performance or non-observance of the covenants on the part of the Tenant herein contained or

7.1.3 the Tenant (being an individual) shall become bankrupt or (being a Company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of its undertaking or (in either case) shall enter into an arrangement or composition for the benefit of its creditors or suffer any distress or execution to be levied on its goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained

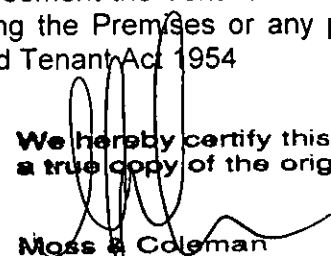
7.2 The Landlord shall not be responsible to the Tenants or to Tenant's licensees servants agents or other persons in the Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained in the Premises

7.3 No demand for or acceptance or receipt of the Rent or any payment on account thereof shall operate as a waiver by the Landlord of any right or remedy of the Landlord for any breach of the Tenant's Covenants notwithstanding that the Landlord may know or be deemed to know of such breach and the Tenant shall not in any proceedings be entitled to rely on any such demand receipt or acceptance as aforesaid as a defence

7.4 Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts

7.5 Except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant shall not be entitled to claim from the Landlord on quitting the Premises or any part thereof any compensation under the Landlord and Tenant Act 1954

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- 7.6 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of all documents under or in connection with this Lease
- 7.7 If the Premises or any part thereof or access thereto shall at any time during the Term be destroyed or so damaged by any of the Insured Risks so that the Premises or any part thereof shall be unfit for occupation or use then unless the insurance of the Premises shall have been vitiated by the act neglect default or omission of the Tenant the Rent or a fair proportion thereof according to the nature and extent of the damage sustained such proportion to be determined by the Surveyor shall be suspended and cease to be payable until the Premises or the damaged portion thereof shall have been reinstated or made fit for occupation
- 7.8 This Lease embodies the entire understanding of the parties relating to the Premises and to all other matters dealt with by any of the provisions of this Lease
- 7.9 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation as expressly set out in this Lease

#### **8. Third Parties**

Pursuant to Section 1(2)(a) Contracts (Rights of Third Parties) Act 1999 the parties intend that no term of this Lease may be enforced by a third party

#### **9. Land Registration Act 2002**

- 9.1 If as a result of the failure by the Tenant (not involving any act or default of the Landlord) either to register this Lease or to register the rights granted by this Lease under the Land Registration Act 2002 the provisions of this Lease and/or the rights granted under it are rendered void the Tenant shall have no claim against the Landlord under any of the conditions of this Lease
- 9.2 If as a result of the failure by the Tenant (not involving any act or default of the Landlord) to remove this Lease from the Register or the rights granted by this Lease under the Land Registration Act 2002 The tenant hereby irrevocably appoints the Landlord its attorney so that the Landlord may make such application in the name of the Tenant to remove this Lease from the Register or the rights granted under it.

#### **10. Certificate**

**IT IS HEREBY CERTIFIED** that this Lease is a new tenancy for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995 ("the 1995 Act")

**IN WITNESS** whereof this deed has been executed by the parties and is intended to be and is hereby delivered on the date first before written

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## FIRST SCHEDULE

### The Premises

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ALL THAT land and buildings known as 111 Rainham Road Rainham Essex RM13 7QX and comprised in Title Number EGL373000 being shown edged red on the Plan

### The Term

The term of 15 years from and including the date hereof and (where the context so admits) including the period of any holding over or extension or continuance thereof by statute or common law

### The Rent

- MAP
1. Until the 17<sup>th</sup> day of February 2014 the yearly rent of £21,000 exclusive of VAT
  2. During the remainder of the Term such other rent as may become payable under the provisions of the Fourth Schedule

## SECOND SCHEDULE

### The Rights

All and any rights of free passage and running water soil gas electricity and other services from and to the Premises through the Pipes laid in and through contiguous or neighbouring premises and all and any other easements over such premises as may exist at the date hereof for the benefit of the Premises

## THIRD SCHEDULE

### The Exceptions

The right for the Landlord and all persons authorised by the Landlord:-

1. To the free passage and running of water soil gas electricity and other services from and to contiguous and neighbouring premises through the Pipes laid in and through the Premises
2. To enter upon the Premises at any time upon reasonable notice to inspect maintain repair or renew any contiguous or neighbouring premises and the services thereto
3. To the exercise of any other easements over the Premises as may exist at the date hereof for the benefit of any contiguous or neighbouring premises

## FOURTH SCHEDULE

- MAP
1. "Review Date" means the 17<sup>th</sup> day of February 2014 and in every fifth year thereafter and "Review Period" means the period starting with any Review

Date up to the next Review Date or starting with the last Review Date up to the end of the Term

2. The yearly rent shall be:

2.1 Until the first Review Date the Rent of £21,000 exclusive of VAT and

2.2 During each successive Review Period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater and

2.3 In the event of a revised rent not being ascertained as herein provided the rent payable for the relevant Review Period shall be the rent payable immediately prior to the commencement of such period

3. Such revised rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date at the option of the Landlord either by an arbitrator or by an independent valuer (acting as an expert and not as an arbitrator) such arbitrator or valuer to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord made not earlier than six months before the relevant Review Date but not later than the end of the relevant Review Period and so that in the case of such arbitration or valuation the revised rent to be awarded or determined by the arbitrator or valuer shall be such that he shall decide should be the yearly rent at the relevant Review Date for the Premises

3.1 On the following assumptions at the date:

3.1.1 That the Premises are fit for immediate occupation and use and that no work has been carried out thereon by the Tenant its sub-tenants or their predecessors in title during the Term which has diminished the rental value of the Premises and that in case the Premises have been destroyed or damaged they have been fully restored

3.1.2 That the Premises are available to let by a willing landlord to a willing tenant as a whole without a premium but with vacant possession and subject to the provisions of this Lease (other than the amount of the rent hereby reserved but including the provisions for rent review) for a term equal to the original term of this Lease

3.1.3 That the covenants herein contained on the part of the Tenant have been fully performed and observed

AND having regard to open market values current at the relevant Review Date

3.2 But disregarding:

3.2.1 Any effect on rent of the fact that the Tenant its sub-tenants or their respective predecessors in title have been in occupation of the Premises

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3.2.2 Any goodwill attached to the Premises by reason of the carrying on thereof of the business of the Tenant its sub-tenants or their predecessors in title in their respective businesses and

3.2.3 Any increase in rental value of the Premises attributable to the existence at the relevant Review Date of any improvement to the Premises or any part thereof carried out with consent where required otherwise than in pursuance of any obligation to the Landlord or its predecessors in title either

3.2.3.1 by the Tenant its sub-tenants or their respective predecessors in title during the Term or during any period of occupation prior thereto arising out of an agreement to grant such term or

3.2.3.2 by any tenant or sub-tenant of the Premises before the commencement of the term hereby granted so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Premises

AND the improvement was completed not more than twenty-one years before the relevant Review Date

4. IT IS HEREBY FURTHER PROVIDED in relation to the said revised rent as follows:

4.1 Whenever any arbitration shall be conducted pursuant to the provisions of this Schedule it shall be conducted in accordance with the Arbitration Act 1996

4.2 Whenever independent valuation shall be conducted pursuant to the provisions of this Schedule:-

4.2.1 The fees and expenses of the valuer including the cost of his appointment shall be borne equally by the Landlord and the Tenant who shall otherwise each bear their own costs and

4.2.2 The valuer shall afford to each of the parties hereto an opportunity to make representations to him and

4.2.3 If the valuer shall die delay or become unwilling or incapable of acting or if for any reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may by writing discharge the valuer and appoint another in his place

4.3 When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and Counterpart thereof and the parties shall bear their own costs in respect thereof

4.4.1 If the revised rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the revised rent and the rent previously payable.   
 ~~When the revised rent is ascertained the revised rent shall be a true copy of the original~~



and in addition the Tenant shall pay to the Landlord interest on such sum at the rate of Two per centum per annum below the rate referred to in Clause 1.9 hereof calculated on a daily basis from the relevant Review Date to the date of payment

4.4.2 For the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the parties or as the case may be the date of the award of the arbitrator or of the determination by the valuer

5. If on any Review Date there shall be in force any statute which shall prevent restrict or modify the Landlord's right to review and increase the Rent under the provisions hereof then the Rent shall be reviewed and increased to the extent (if any) permitted by such statute but so that as and when such prevention restriction or modification is removed relaxed or modified the Landlord shall be entitled on giving not less than one month's notice in writing to the Tenant to require there to be a further review of the Rent as if the date on which the said notice expires were an additional Review Date under the provisions of this Schedule

## **FIFTH SCHEDULE**

### **The Tenant's Covenants**

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#### **1. Rent**

To pay the Rent (together with value added tax if appropriate) and the Insurance Premium on the days and in the manner aforesaid

#### **2. Outgoings**

To pay (or in the absence of direct assessment on the Premises to repay to the Landlord a fair proportion of) all rates taxes assessments duties charges impositions and outgoing which now are or during the Term shall be charged assessed or imposed upon the Premises or any part thereof or upon the owner or occupier thereof excluding any payable by the Landlord occasioned by any disposition or dealing with or ownership of the reversion of this Lease and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord

#### **3. Insurance**

3.1 Not to do or omit anything whereby any policy of insurance on the Premises may become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and has agreed to pay the increased premium) anything whereby additional insurance premiums may become payable

3.2 In the event of the Premises or any part thereof being destroyed by any of the Insured Risks at any time during the Term and the insurance money under any policy of insurance effected thereon being by reason of any act or default of the Tenant wholly or partially irrecoverable forthwith in every such case to rebuild and reinstate at its own expense the Premises or any part destroyed

or damaged to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under any such insurance as aforesaid

- 3.3 If at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation herein contained) then to apply all monies received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received

#### **4. Repair**

At all times to keep the Premises in good and substantial repair and condition (damage caused by the Insured Risks save where the insurance monies shall be irrecoverable in consequence of any act or default of the Tenant only excepted) and to replace from time to time the Landlord's fixtures fittings and appurtenances in the Premises which may or become beyond repair at any time during or at the expiration or sooner determination of the Term

#### **5. Painting**

- 5.1 In the year 2014 and thereafter in every fifth year and in the last year of the Term (howsoever determined)

5.1.1 to paint in a proper and workmanlike manner all the inside wood iron and other parts of the Premises heretofore or usually painted with two good coats of paint of suitable quality such painting in the last year of the Term to be a tint or colour approved by the Landlord in writing and

5.1.2 With every such internal painting to wash emulsion grain varnish colour paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Premises that have been or ought property to be so treated the tints colours and patterns of all such works of internal decoration in the last year of the Term to be approved by the Landlord in writing

- 5.2 In the year 2012 and in every third year thereafter and in the last year of the Term (howsoever determined) to paint in a proper workmanlike manner all the outside wood iron and other parts of the Premises heretofore or usually painted with two good coats of paint of suitable quality and to varnish whitewash so treated all such works in the last year of the Term to be of a tint or colour approved in writing by the Landlord

#### **6. Waste and Alterations**

- 6.1 Not to commit or permit waste and not to cut remove divide alter maim or injure the Premises or any part thereof or any of the ceilings walls floors principal girders or structure of the Premises and not to build erect construct or place any new or additional building erections or work on the Premises or any part thereof nor to make any alterations additions or improvements to the Premises except of a design and of materials duly approved in writing by the Landlord

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- 6.2 Not to make any alteration or addition to the electrical installation of the Premises nor to connect any apparatus thereto which might endanger or overload the said installation or any part thereof
- 6.3 To remove any additional buildings additions or alterations made to the Premises at the expiration or sooner determination of the Term if so requested by the Landlord

## **7. Statutory Obligations**

- 7.1 At its own expense to do and execute all such works as shall be required at any time during the Term to be done or executed in or upon the Premises by the owner and/or occupier under or by virtue of any Act being in force or by the direction of any local or public authority
- 7.2 Without prejudice to the generality of the foregoing provisions to comply in all respects with the provisions of any Statutes and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on by the Tenant on the Premises

## **8. Access of Landlord and Repair Notice**

- 8.1 To permit the Landlord at reasonable times by prior appointment with the Tenant (except in cases of emergency where an appointment will not be necessary) to enter upon the Premises for the purpose of
- 8.1.1 taking schedules or inventories of fixtures and things to be yielded up at the expiration of the Term and
- 8.1.2 ascertaining that the covenants and conditions herein contained have been duly observed and performed and in particular to view the state of repair and condition of the Premises and of all defects and wants of repair cleansing maintenance amendments and painting then and there found and to give to the Tenant a notice in writing specifying any repairs cleaning maintenance amendments and painting necessary to be done and to require the Tenant to execute the same within three months of receipt of such notice by the Tenant
- 8.2 Upon receipt of such notice to forthwith repair cleanse maintain amend and paint the Premises as required by such notice and in accordance with the covenants in that behalf hereinbefore contained
- 8.3 If within one month after service of such notice the Tenant shall not have commenced and be proceeding diligently with the execution of the same or shall fail to complete the work within two months to permit the Landlord and/or its contractors agents and workmen to enter upon the Premises to execute such works as may be necessary to comply with the same and to pay to the Landlord the cost of executing such works and all expenses properly incurred by the Landlord in connection with the same (including legal costs and surveyor's fees) within fourteen days of a written demand in that behalf

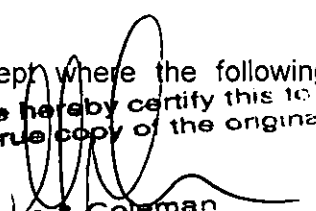
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## **9. Alienation**

- 9.1 Not to assign charge underlet nor part with the possession of part only of the Premises nor to share the occupation of the Premises or any part thereof with any other person firm or company
- 9.2 Not to assign nor part with possession of the whole of the Premises without:-
- 9.2.1 obtaining the written licence of the Landlord which shall not be unreasonably withheld
- 9.2.2 satisfying the circumstances specified for the purposes of Section 19(1)A of the Landlord and Tenant Act 1927 as set out in clause 9.3
- 9.2.3 complying with the conditions specified for the purposes of Section 19(1)A of the Landlord and Tenant Act 1927 as set out in clause 9.4
- 9.3 The circumstances referred to in clause 9.2.2 are that:-
- 9.3.1 all sums due from the Tenant under this Lease have been paid at the date of the application for the Licence to Assign
- 9.3.2 in the Landlord's reasonable opinion there are at the date of the application for the Licence to Assign no material outstanding breaches of the Tenant's Covenants or any personal covenants undertaken by the Tenant
- 9.3.3 in the Landlord's reasonable opinion the assignee is a person who is at the date of the application for Licence to Assign no less likely than the Tenant was at the date on which this Lease was assigned or granted to the Tenant to be able to comply with the Tenant's covenants and is likely to continue to be such a person following the assignment; and
- 9.4 The conditions referred to in clause 9.2.3 are that:-
- 9.4.1 Upon or before any assignment and before giving occupation to the assignee the Tenant shall covenant by way of indemnity and guarantee with the Landlord in the terms set out in the Seventh Schedule ("the Authorised Guarantee Agreement") with any variations reasonably required by the Landlord
- 9.4.2 The written Licence to Assign contains a condition that if at any time prior to the assignment the circumstances (or any of them) specified in clause 9.3 cease to exist the Landlord may revoke the Licence by written notice to the Tenant
- 9.4.3 If so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation obtain guarantors reasonably acceptable to the Landlord who shall covenant by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord in the form of the Guarantor's Covenants
- 9.6 Not to underlet the whole of the Premises except where the following conditions are fulfilled:-

  
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9.6.1 Any underlease whether mediate or immediate to be granted out of this Lease shall

9.6.1.1 be at not less than an open market rent at the time of grant without fine or premium

9.6.1.2 contain provision for rent review in an upward direction only at least at such times as to coincide with the rent reviews provided for in this Lease

9.6.1.3 contain an absolute covenant on the part of the undertenant not to underlet part with possession of or share possession or occupation of the whole or any part or parts of the underlet premises or mortgage or charge the whole or any part or parts of the underlet premises except by way of an assignment or charge of the whole of the underlet premises

9.6.1.4 contain a covenant on the part of the undertenant not to assign or charge the whole of the underlet premises without the consent of the Landlord under this Lease (such consent not to be unreasonably withheld or delayed)

9.6.1.5 otherwise be on similar terms mutatis mutandis to the terms of this Lease

9.6.1.6 be in a form approved by the Landlord prior to its grant (such approval not to be unreasonably withheld or delayed)

9.6.1.7 contain an agreement whereby the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to such underlease

9.6.1.8 prior to the grant of any underlease the Tenant shall procure that the undertenant enters into a deed of covenant with the Landlord to pay the rents and other sums reserved by and observe and perform the covenants on the undertenant's part and the conditions contained in the proposed underlease and not to do or omit any act or thing in respect of the underlet premises which would or might cause the Tenant to be in breach of the covenants on the part of the Tenant contained in this Lease

9.6.2 The Tenant shall:

9.6.2.1 not consent to or participate in any variation or addition whatsoever to any such underlease granted in accordance with the preceding provisions of this clause without the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

9.6.2.2 enforce all the covenants and obligations of the undertenant under any such underlease

9.6.2.3 operate and effect all reviews of rent pursuant to the terms of any such underlease but shall not agree or have determined any reviewed rent until the corresponding rent review under this Lease is agreed or determined

9.6.2.4 notify the Landlord of the reviewed rent immediately it has been agreed or determined

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9.6.2.5 not accept a surrender of any underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

9.6.3 Notwithstanding the preceding provisions of this clause 9.6 if and so long as the Tenant for the time being shall be a company whose registered office is in the United Kingdom nothing in this clause shall prevent the Tenant from sharing occupation of the whole or any part or parts of the Premises with any Group Company of the Tenant (as defined by Section 42(1) of the Landlord and Tenant Act 1954) on condition that:

9.6.3.1 the registered office of the Group Company shall also be in the United Kingdom

9.6.3.2 the interest in the Premises so created shall be no more than a tenancy at will or licence

9.6.3.3 the right of any company to occupy the Premises or any part or parts of the Premises shall immediately determine upon such company ceasing to be a Group Company

## **10. User**

10.1 Not to do (or permit or suffer to remain upon the Premises or any part thereof) anything which may be or become a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or the occupiers of adjacent or neighbouring premises

10.2 Not to store or bring upon the Premises any article substance or liquid of a specially combustible inflammable or dangerous nature and to comply with all recommendations of the insurers and fire authority as to fire precautions relating to the Premises

10.3 Not to use the Premises or any part thereof for any dangerous noxious noisy or offensive trade or business or as a betting office nor for any illegal or immoral act or purpose and no sale by auction shall take place therein

10.4 Not to discharge into any Pipe serving the Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or any such other property

10.5 To use and occupy the Premises solely and exclusively as a restaurant and/or a take away or such other use with the Landlords prior written consent falling within Class A3 or A5 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005

10.6 Not to use the residential part of the Premises for any purpose other than as a private residence for:-

10.6.1 Where the Tenant is an individual the use of the Tenant and his family and

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10.6.2 Where the Tenant is a company the use of an employee of the Tenant who is employed on a permanent basis by the Tenant in the shop and his family provided

10.6.2.1 Such use is by way of a Licence and no relationship of landlord and tenant or tenancy created between the Tenant and the employee

10.6.2.2 The Tenant shall give to the Landlord full particulars of any proposed occupancy including the name of the employee the nature of his employment and any documents that it is envisaged will be entered into between the Tenant and the employee relating to such occupancy and

10.6.2.3 The Landlord shall approve such occupancy such approval not to be unreasonably withheld where the Landlord is satisfied that no tenancy will be created by such occupancy

## **11. Signs and Advertisements**

Not to affix erect attach or exhibit or permit or suffer so to be upon any part of the exterior of the Premises or to any windows thereof any placard poster notice advertisement name or sign or television or wireless mast or aerial whatsoever save that the name of the Tenant and the nature of the trade or business carried on thereon by the Tenant may be displayed above the shop window of the Premises but only in such manner and in such form and character as shall have been previously approved in writing by the Landlord

## **12. Notices Specifying Breach**

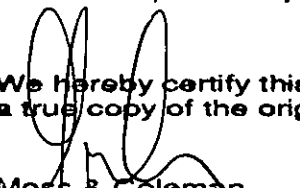
12.1 To pay all costs charges and expenses including Solicitor's costs and Surveyors' fees incurred by the Landlord for the purposes of and incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court

12.2 To pay all costs charges and expenses including Solicitors' costs and Surveyors' fees incurred by the Landlord for the purposes of and incidental to the service of all notices and schedules relating to wants of repair to the Premises and whether served during or after the expiration or sooner determination of the Term (but relating in all cases to such wants of repair that accrued not later than such expiration or sooner determination)

## **13. Planning Acts**

13.1 To comply in all respects with the provisions and requirements of the Planning Acts whether as to the permitted user hereunder or otherwise and to indemnify (both after the expiration of the Term by effluxion of time or otherwise and during its continuance) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention thereof

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- 13.2 Forthwith to produce to the Landlord any notice order or proposal permission or consent relating to the Premises given or issued to the Tenant by a planning authority under or by virtue of the Planning Acts and at the request and cost of the Tenant to make or join with the Landlord in making every such objection or representation against the same that the Landlord shall deem appropriate
- 13.3 To obtain at the expense in all respects of the Tenant all planning permissions and serve all such notices as may be required for the carrying out of any operations on the Premises or any use thereof at the commencement which may constitute development provided that no application for planning permission shall be made without the previous written consent of the Landlord
- 13.4 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such use as aforesaid

#### **14. Plans and Documents**

If and when called upon so to do to produce to the Landlord or the Surveyor all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with in all respects

#### **15. Indemnities**

To be responsible for and to indemnify the Landlord against all damage occasioned to the Premises or any adjacent or neighbouring premises or to any person and to indemnify the Landlord against all actions claims proceedings costs expenses and demands made against the Landlord as a result of

- 15.1 any act omission or negligence of the Tenant or the servants agents licensees or invitees of the Tenant and
- 15.2 any breach or non-observance by the Tenant of the Tenant's covenants and other terms hereof

#### **16. Re-letting Boards**

To permit the Landlord at any time during the last six months of the Term (or sooner if the Rent or any part thereof shall be in arrear and unpaid for upwards of one calendar month) to enter upon the Premises and affix and retain without interference upon any part of the Premises a notice for re-letting the same and during such period to permit persons with written authority of the Landlord or its agent at reasonable times of the day to view the Premises without interruption

#### **17. Floor Loading**

- 17.1 Not without the consent of the Landlord to bring or permit to remain upon the Premises any safe machinery goods or other articles which shall or may strain or damage the Premises or any part thereof

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- 17.2 On any application by the Tenant for the Landlord's consent under paragraph 17.1 hereof the Landlord shall be entitled to consult and obtain the advice of a Consulting Engineer in relation to the floor loading proposed by the Tenant and the Tenant shall repay to the Landlord on demand the fees of such Consulting Engineer

## **18. Rights of Light and Encroachments**

- 18.1 Not to stop up darken or obstruct any windows or lights belonging to the Premises or any other premises belonging to the Landlord
- 18.2 Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Premises and that in case any such window light opening path passage drain or other encroachment or easement shall be made or acquired or attempted to be made or acquired the Tenant will give immediate notice thereof to the Landlord and will at the request and cost of the Landlord adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement

## **19. Yield Up**

To yield up the Premises at the expiration or sooner determination of the Term in good and substantial repair and condition in accordance with the Tenant's Covenants and to dismantle and remove from the Premises all the Tenant's fixtures if so required by the Landlord and to make good any part or parts of the Premises which may be damaged in such dismantling and/or removal

## **20. Landlord's Costs**

- 20.1 To pay to the Landlord on an indemnity basis all costs (including surveyors' fees) reasonably incurred by the Landlord in relation to or incidental to every application made by the Tenant for a consent or Licence required by the provisions of this Lease whether such consent or Licence is granted or refused or proffered subject to any qualification or condition or whether application is withdrawn
- 20.2 To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the foregoing those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:-
- 20.2.1 the preparation and service of a notice under the Law of Property Act 1925 Section 146 of incurred by or in contemplation of proceedings under Sections 146 or 147 of the Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court; and
- 20.2.2 the recovery or attempted recovery of arrears of the Rent or other sums due from the Tenant; and
- 20.2.3 any steps taken in contemplation of or in direct connection with the preparation and service of a Schedule of Dilapidations during or after the expiration of the Term

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## **21. Interest on Arrears**

If and whenever the Tenant shall fail to pay the Rent or any other sum due under this Lease on the due date the Tenant shall pay to the Landlord Interest on such Rent or other money as the case may be from the date when it was due to the date on which it is actually paid

## **22. Registration**

Within twenty-one days of any assignment charge underlease or sub-underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's Solicitor a certified copy thereof and to pay the Landlord's Solicitor's reasonable charges for the registration of every such document such charges (together with VAT) not being less than Fifty pounds (£50.00)

## **23. Sale of Reversion**

To permit upon reasonable notice at any time during the Term prospective purchasers of or dealers or agents instructed in connection with the sale of the Landlord's reversion or of any interest superior to the Term upon reasonable notice to view the Premises without interruption providing the same are authorised in writing by the Landlord or its agents

## **24. Notices**

To give full particulars to the Landlord of any notice direction or order or proposal for the same made given or issued to the Tenant by any local or public authority within seven days of the receipt of the same and if so required by the Landlord to produce the same to the Landlord and without delay to take all necessary steps to comply with any such notice direction or order and at the request of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any proposal for such a notice direction or order as the Landlord shall deem expedient

## **25. VAT**

- 25.1 In addition to the rents charges costs fees and other payments which are or shall be reserved or may become payable pursuant to the provision of this Lease by or on behalf of the Tenant to the Landlord or any person acting on behalf of the Landlord to pay an amount or amounts equal to any value added tax (or any substitute or similar tax) for which the Landlord or any person acting on behalf of the Landlord may become liable to account in respect of such rents charges costs fees and other payments as aforesaid
- 25.2 The Landlord shall have full and free right to exercise any statutory option to have or cease to have any rent or other sum treated as liable to value added tax at the standard rate or other rate and the Tenant shall be liable to pay amounts in respect of any value added tax for which the Landlord becomes accountable as a result of the exercise of or failure to exercise such option in accordance with clause 25.1

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**26. Hours of Opening**

To keep the ground floor of the Premises open for business during normal opening hours in the locality

**27. Windows**

27.1 To insure and keep insured any plate glass windows of the Premises against damage and destruction to the full replacement value thereof in some insurance office of repute and to produce the Policy and the last premium receipt to the Landlord on demand but save as aforesaid not to effect or maintain any insurance in respect of the Premises (except as to Tenant's fixtures trade fittings or stock)

27.2 To clean all the windows of the Premises not less than once in each calendar month

**28. Defective Premises**

To give notice to the Landlord of any defect in the Premises which shall become known to the Tenant and which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time require to be displayed at the Premises

**29. New Guarantor**

Within fourteen days of the death during the Term of any Guarantor or of such person becoming bankrupt or having a Receiving Order made against him or having a Receiver appointed under the Mental Health Act 1983 or being a company passing a resolution to wind up or entering into liquidation or having a Receiver appointed to give notice of this to the Landlord and if so required by the Landlord at the expense of the Tenant within twenty-eight days to procure some other person acceptable to the Landlord to execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form of the Guarantor's Covenants

**30. Consent to the Landlord's Release**

Not unreasonably to withhold consent to a request by the Landlord pursuant to Section 8 of the 1995 Act for a release from all or any of the Landlord's Covenants

**31. Insurance Warranty**

The Tenant warrants with the Landlord that prior to the execution of this Lease he has disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of the Insured Risks

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### **32. Costs of Lease**

To pay a contribution towards the fees and disbursements of the Landlord's solicitor's agents and surveyors in relation to the negotiations preparation execution and grant of this Lease limited to £750 plus VAT

### **33. Land Registration Act 2002**

33.1 The Tenant will at its own expense effect such registrations as are appropriate in connection with this Lease and/or the rights granted under it at the Land Registry within two months of the date hereof and will send official copies of such Registers to the Landlord within 28 days of such registration having been effected

33.2 The Tenant hereby covenants with the Landlord that on the expiry or sooner determination of the Term the Tenant will at his own expense apply to the Land Registry to have this Lease and/or the relevant provisions of it removed from the Register and will give the Landlord a copy of the relevant notice of cancellation within 28 days of receiving the same

### **34. Energy Performance Certificate**

The Tenant must not to anything which may adversely affect the energy efficiency rating or the environmental impacting rating of the Premises for the purpose of an Energy Performance Certificate as defined by the Energy Performance of Buildings (Certificates and Inspections) (England & Wales) Regulations 2007 and to keep the Landlord fully indemnified in this regard

### **35. Third Party Rights**

35.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Rights

35.2 The Tenant shall allow the Landlord and other persons authorised by the terms of the Third Party Rights to enter the Premises in accordance with their terms

### **36. Gas and Electricity Safety Certificates**

The Tenant shall at his own cost procure compliant gas and electricity safety certificates in respect of the Premises within 1 month of the date hereof and shall forward the same to the Landlord within 7 days of receipt.

## **SIXTH SCHEDULE**

### **The Landlord's Covenants**

#### **1. Quiet Enjoyment**

That the Tenant paying the rents hereby reserved and observing and performing the Tenant's Covenants may peaceably and quietly hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in the trust for the Landlord

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## **2. Insurance**

To insure and keep insured (unless such insurance shall be vitiated by any act of the Tenant or the Tenant's servants or visitors) in such sum as the Landlord shall from time to time be advised by the Surveyor as being the full cost of reinstatement thereof the Premises (together with an appropriate addition for professional fees and three years' loss of rent) under this Lease against loss or damage by any or all of the Insured Risks and to produce to the Tenant on demand either the policy of such insurance and the receipt for the last premium or reasonable evidence from the insurers of the terms of the policy and the fact that the same is subsisting and in effect and (subject as hereinafter provided) in case of destruction of or damage to the Premises by the Insured Risks or any of them the Landlord will with all convenient speed take such steps as may be requisite and proper to obtain any necessary permits and consents under any regulations or enactment for the time being in force to enable the Landlord to rebuild and reinstate the same and will as soon as such permits and consents have been obtained spend and lay out all monies received in respect of such insurance (except sums in respect of loss of rent) in rebuilding or reinstating the premises so destroyed or damaged PROVIDED ALWAYS that if rebuilding or reinstatement of the Premises shall be prevented or frustrated all such insurance monies relating to the Premises shall be the absolute property of the Landlord

### **SEVENTH SCHEDULE**

#### **Authorised Guarantee Agreement**

**THIS GUARANTEE AGREEMENT** is made the \* day of \* 200\*

#### **BETWEEN :-**

- (1) \* of \* ("the Landlord") and
- (2) \* of \* ("the Tenant")

#### **WHEREAS :-**

- (1) The reversion immediately expectant on the determination of the term created by the tenancy specified in the Schedule hereto ("the Lease") is vested in the Landlord
- (2) The term created by the Lease vested in the Tenant
- (3) The Tenant wishes to assign the residue of the said term to \* ("the Assignee") but is required by \*[clause 9 of the Fifth Schedule] of the Lease to obtain the consent of the Landlord thereto
- (4) The Landlord has consented to the said assignment upon the condition that the Tenant enters into this Guarantee Agreement

**IT IS HEREBY AGREED** as follows:-

**1. IN** pursuance of the conditions mentioned in recital (4) above the Tenant as principal debtor guarantees that the Assignee will duly observe and perform the

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covenants of the Tenant as principal debtor guarantees that the Assignee will duly observe and perform the covenants of the Tenant under the Lease from the date of the assignment of the term created by the Lease to the Assignee until such time as the Assignee is released from those covenants by virtue of the provisions of the Landlord and Tenant (Covenants) Act 1995

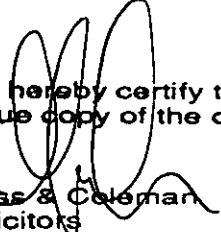
**2. THE** Tenant covenants with the Landlord that in the event of the tenancy assigned by \*[him/her/it] being disclaimed \*[he/she/it] will enter into a new tenancy of the property demised by the Lease for a term commencing on the date of disclaimer and ending on the term date of the Lease and upon the terms and conditions of the Lease as far as may be but so that in any event the Tenant's Covenants are no more onerous than those contained in the Lease

### THE SCHEDULE

#### Particulars of Lease

#### EIGHTH SCHEDULE

#### Guarantor's Covenants

  
We hereby certify this to be  
a true copy of the original

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Solicitors  
170-180 High Street  
Hornchurch Essex  
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**1. THE** Guarantor hereby covenants with the Landlord that during the period of the Tenant's liability under this Lease as Tenant or under any Authorised Guarantee Agreement entered into pursuant to an assignment by the Tenant ("the Tenant's Liability Period") the Tenant shall punctually pay the Rent and observe and perform the covenants and other terms of this Lease and if at any time during the Tenant's Liability Period the Tenant shall make any default in payment of the Rent or in observing or performing any of the covenants or other terms of this Lease the Guarantor will pay the Rent and observe or perform the covenants or terms in respect of which the Tenant shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:-

- 1.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the covenants or other terms of this Lease or any refusal by the Landlord to accept the Rent or other payments herein reserved tendered by or on behalf of the Tenant at any time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises
- 1.2 that the terms of this Lease may have been varied by agreement between the parties
- 1.3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under the Lease shall continue in respect of the part of the Premises not so surrendered after making the necessary apportionments under the Law of Property Act 1925 Section 140; and

1.4 any other act or thing by which but for this provision the Guarantor would have been released

2. TO take the Lease following disclaimer if at any time during the Tenant's Liability Period the Tenant (being an Individual) shall become bankrupt or (being a company) shall enter into liquidation and the Trustee in Bankruptcy or liquidator shall disclaim this Lease the Guarantor shall if the Landlord shall by notice within six months after such disclaimer so require take from the Landlord a lease of the Premises for the residue of the Term which would have remained had there been no disclaimer at the Rent herein reserved and subject to the same covenants and terms as in this Lease (except the Guarantor shall not be required to procure that any other person is made a party to that lease as guarantor) such new lease to take effect from that date of such disclaimer and in such case the Guarantor shall pay the costs of such new lease and execute and deliver to the Landlord a counterpart of it

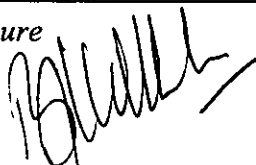
3. TO make payments following disclaimer if during the Tenant's Liability Period this Lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 2 above the Guarantor shall pay to the Landlord on demand an amount equal to the difference between any monies received by the Landlord for the use or occupation of the Premises and the Rent herein reserved in both cases for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:-

3.1 the date six months after such disclaimer and

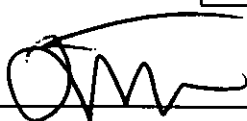
3.2 the date if any upon which the Premises are relet

Signed as a deed by  
**MOHAMMAD BILAL KHAN**  
in the presence of

Signature



Signature of witness



Name (in BLOCK CAPITALS)

**DAVID MICHAEL GRAINGER**

Address

MULLIS & PEAKE  
8-10 EASTERN ROAD  
ROMFORD  
ESSEX RM1 3PJ

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# H. M. LAND REGISTRY

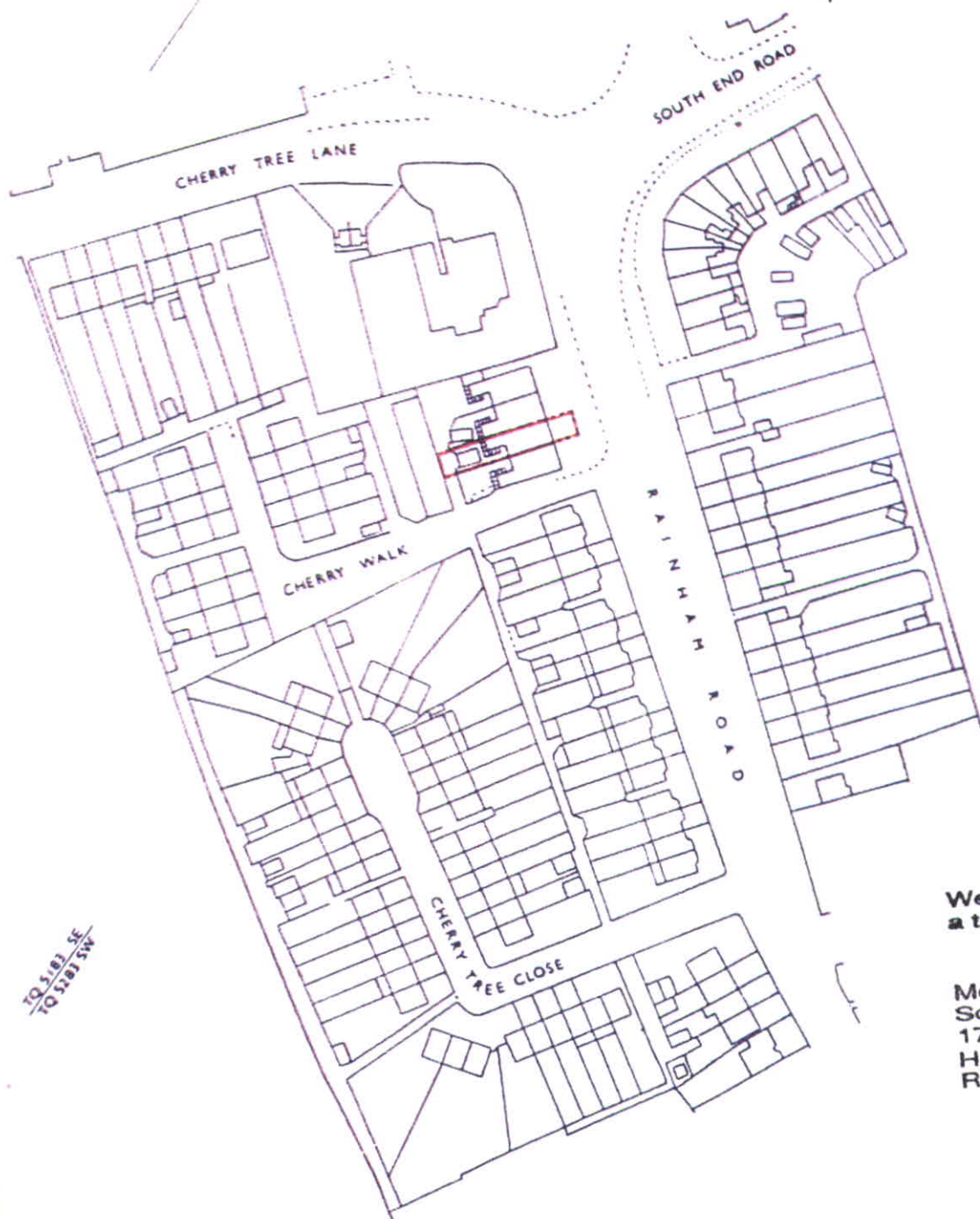
NATIONAL GRID PLAN ©  
GREATER LONDON

TQ 5283

SECTION E

Scale 1/1250

BOROUGH OF HAVERING



TQ 5183 SE  
TQ 5283 SW

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