

DATED

20th December

2019

1. MAZARA PROPERTIES LIMITED
2. BHUPINDER PUREWAL

LEASE OF PART
relating to
GROUND FLOOR LOCK UP SHOP 244 DEDWORTH
ROAD WINDSOR SL4 4JR

kiddrapinet
SOLICITORS

Kidd Rapinet LLP
392 Edinburgh Avenue
Slough Trading Estate
Slough, Berkshire
SL1 4UF

Tel: 01753 532541

Fax: 01753 820501

www.kiddrapinet.co.uk

Ref: 3/91/TJN/MAZ18/2

PRESCRIBED LEASE CLAUSES
GROUND FLOOR LOCK UP SHOP 244 DEDWORTH ROAD
WINDSOR SL4 4JR

LR1. Date of lease

20th December 2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

*Title number(s) out of which this lease is granted.
Leave blank if not registered.*

BK145273

LR3. Parties to this lease

Landlord

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.

MAZARA PROPERTIES LIMITED (CO. REGN. NO. 12177919) whose registered office is at 65 Delamere Road Hayes UB4 0NN

Tenant

BHUPINDER PUREWAL of 11 Vine Lane Uxbridge Middlesex UB10 0AY

LR4. Premises

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.

Insert a full description of the land being leased

or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

See First Schedule

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.

LR5. Prescribed statements etc.

LR5.1 N/A

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.

LR5.2 This lease is made under, or by reference to, provisions of:
Landlord and Tenant Act 1954

In LR5.2, omit or delete those Acts which do not apply to this lease.

LR6. Term for which the Premises is leased

The term as specified in this lease at clause 1

Include only the appropriate statement (duly completed) from the three options.

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.

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

LR9. Rights of acquisition etc.

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.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Premises, 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 Premises

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

See Third Schedule

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

See Fourth Schedule

LR12. Estate rentcharge burdening the Premises

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

NONE

LR13. Application for standard form of restriction

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.

The Parties to this lease apply to enter the following standard form of restriction against the title of the Premises] or [against title number]

NONE

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

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

If the Tenant is one person, omit or delete all the alternative statements.

The Tenant is more than one person. They are to hold the Premises on trust for themselves as joint tenants.

OR

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

The Tenant is more than one person. They are to hold the Premises on trust for themselves as tenants in common in equal shares.

OR

The Tenant is more than one person. They are to hold the Premises on trust *Complete as necessary*

THIS LEASE is made the 20th day of December 20 19

BETWEEN

- (1) **MAZARA PROPERTIES LIMITED (CO. REGN. NO. 12177919)** whose registered office is at 65 Delamere Road Hayes UB4 0NN (hereinafter called "the Landlord" which expression shall where the context so requires or admits include the reversioner for the time being expectant upon the determination of the term hereby granted) of the one part AND
- (2) **BHUPINDER PUREWAL** of 11 Vine Lane, Uxbridge, Middlesex, UB10 0AY (hereinafter called "the Tenant") which expression shall where the context so requires and admits include his successors in Title and permitted assigns) of the other part.

WITNESSETH as follows:-

1. **IN** consideration of the Rent and Covenants on the part of the Tenant hereinafter contained the Landlord hereby demises unto the Tenant the Premises described in the First Schedule **TO HOLD** with Full Title Guarantee the same unto the Tenant for a term of **20 YEARS** commencing on the 20th day of December 2019 together with the right set out in the Third Schedule **YIELDING AND PAYING** therefore during the said term and so in proportion for any less time than a year a yearly Rent being the first Rent of **TWENTY FIVE THOUSAND POUNDS (£25,000.00)** and thereafter subject to review as provided for in this Lease to be paid in advance on the usual quarter days the first payment to be made on the execution hereof to be a peppercorn from the date hereof to 6TH day of **FEBRUARY 2020** and secondly by way of further Rent all other sums payable by the Tenant to the Landlord under the provisions of this Lease and thirdly "the Insurance Rent" as defined in Clause 6 of the second Schedule hereto to be paid as therein provided and also paying by way of further or additional Rent any value added tax which may be lawfully chargeable in respect of such Rent and further or additional Rent it being agreed that the Landlord may exercise option to waiver exemption to charge VAT at any time during the term.
2. **THE** parties hereto agree that the definitions set out in the Second Schedule hereto shall apply to this Lease.
3. **THE** Lease is subject to the exceptions and reservations set out in the Fourth Schedule.

4. **THE Tenant covenants with the Landlord:-**
- (1) a. To perform and observe the covenants and conditions set out in the Fifth Schedule.
- (2) a. To use and occupy the Premises (Subject only to the obtaining by the Tenant of all necessary Town Planning and other requisite statutory permission and consents) solely and exclusively as a FISH & CHIP SHOP
- b. Not without the Landlord's written consent which shall not be unreasonably withheld to permit or suffer the Premises to be used or occupied otherwise than solely and exclusively for the purpose described in sub clause a. of this clause PROVIDED ALWAYS it shall not be unreasonable for the Landlord to withhold its consent for a change of user upon application by the Tenant on the basis that it may compete with another Tenant in the building and similarly the Landlord shall use principles of good estate management in preventing any competition to the Tenant from other Tenants
5. **THE Landlord COVENANTS** with the Tenant to observe and perform the covenants set out in the Sixth Schedule.
6. **THE** parties hereto agree that the provisions of the Seventh Schedule apply to this Lease and agree to be bound thereby.
7. **THE** parties hereto agree that the provisions of the Eighth Schedule apply to this Lease and the "review date" shall be on the *20th December 2024* and each FIFTH anniversary thereafter.

FIRST SCHEDULE: THE PREMISES

ALL THAT Premises situated at and known as **GROUND FLOOR LOCK UP SHOP 244 DEDWORTH ROAD WINDSOR SL4 4JR** which is shown edged red on the Plan including:-

- (a) Internal plastered coverings and plaster work of the walls bounding the Premises and other finishes on the inner sides of such walls and the

doors and door frames and window frames fitted in such walls and the window glass fitted in such windows

- (b) Plastered coverings and plaster work of the walls and partitions (including load-bearing walls and pillars) lying wholly within the Premises and other finishes on such walls and partitions and on the doors and door frames fitted in such walls and partitions
- (c) Plastered coverings and plaster work of the ceilings and other finishes on such ceilings and the floor screeds and other finishes applied to the surfaces of the floors and floor slabs including the whole of the floorboards (if any) but excluding the supporting joists (if any)
- (d) All conduits and pipework which are laid in any part of the Building and serve exclusively the Premises and/or all conduits and pipework which are wholly within the Premises
- (e) The whole of all non-load-bearing walls or partitions wholly within the Premises and the inner half of the internal non-load-bearing walls dividing the Premises from other parts of the Building
- (f) The shop front and fascia of the Premises
- (g) all appurtenances thereto
- (h) all drains sewers channels pipes wires cables mains watercourses conduits and ducts exclusively serving the same
- (i) all additions alterations and improvements thereto made during the Term
- (j) all landlord fixtures and fittings from time to time in and about the same
- (k) the windows and other glass of and in the said Premises
- (l) the rear yard
- (m) any external signs and fascias

but excluding

- (a) all structural parts of the Building
- (b) airspace above the Premises
- (c) any Service Media in, on, under or over that land (whether in existence at the date of this lease or installed during the perpetuity period) that are used by that land in common with any other part of the Building.

SECOND SCHEDULE : DEFINITIONS

In the Lease where the context so admits:

1. **"the Building"** means the shop and flat known as **244 AND 244A DEDWORTH ROAD WINDSOR SL4 4JR.**
2. **"conduits"** means pipes drains conduits wires cables systems tanks and meters.
3. **"Neighbouring Premises"** means (i) all adjoining and nearby land and any buildings now or hereafter erected therein and also (ii) (where the Premises form part of a building) the remainder of the building of which the Premises form part.
4. **"personnel"** means servants agents licensees and visitors and "Tenant's personnel" includes any sub-tenant and the personnel of any sub-tenant or licensee of the Tenant.
5. **"decorating year"** shall mean unless otherwise provided in this Lease every Fifth Year and the last year of the term in respect of the interior of the Premises and every Fourth Year and the last year of the term in respect of the exterior of the Premises.
6. **"the insured risks"** shall mean such risks as may for the time being be covered by any policy of insurance effected under the terms of this Lease by the Landlord which (without prejudice to the generality thereof) shall include fire and flood and such other risks as the Landlord may from time to time require to be covered in its absolute discretion and "the Insurance Rent" shall mean a sum of money equal to the amount (whether increased by any act or omissions of the Tenant or not) which the Landlord shall from time to time expend in or in respect of effecting or maintaining insurance of the Premises against the insured risks in the full rebuilding value thereof for the time being and in addition thereto three years' loss of Rent hereunder and all architects' and surveyors' and other fees and incidental expenses consequent upon rebuilding and reinstating such further or additional Rent to be paid within fourteen days of demand for payment being made of the Tenant.
7. **"the usual quarter days"** means Twenty fifth March Twenty fourth June Twenty

Nine September and Twenty Fifth December.

8. **"suffer"** includes "permit"
9. **"the Planning Acts"** shall be defined to include the Town and Country Planning Acts for the time being in force and references to the Planning Acts or to any statute include any statutory modification or re-enactment thereof for the time being in force and any orders regulations or directions (issued under such statute modification or re-enactment) for the time being in force.
10. Words importing the singular number include the plural (and vice versa) and words importing any gender include the other genders.
11. VAT is value added tax and any tax of a similar nature substituted for it or in addition to it.
12. Term means the term granted by this Lease.
13. The rights granted to the Tenant in the Third Schedule excludes any easements rights privileges under Section 62 of the Law of Property Act 1925 and/or under the rule of Wheeldon v Burrows.
14. Any provision in this Lease referring to the consent or approval of the Landlord is to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord, where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably
15. **"the Liability Period"** means the period during which the Assignee is bound by the tenant covenants of the Lease
16. **"EPC"** means an Energy Performance Certificate and Recommendation Report, as defined in The Energy Performance of Buildings (England and Wales) Regulations 2012
17. **Insurance Rent:** the aggregate in each year of:
 - (a) a fair proportion for:

- (i) insurance of the Building, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of those costs, fees and expenses; and
 - (ii) public liability insurance in relation to the Landlord's interest in the Building;
- (b) the loss of Annual Rent from the Property for three years;
- (c) insurance premium tax payable on the above.

THE THIRD SCHEDULE : RIGHTS GRANTED

1. The free right of passage of water and soil telephone line, gas and electricity from and to the Premises through all sewers drains watercourses water pipes gutters and electric and other wires which are now or may hereafter be in or under or upon the Building as in now in force.
2. The right of way at all times with or without vehicles for purposes connection with the user permitted by the terms hereof over the service road at the rear.
3. The right of support shelter and protection from the remainder of the building
4. The right for the Tenant and his workers upon at least 48 hours notice in writing save in an emergency to enter the other parts of the building to observe and perform the Tenants covenants under the Lease if such work cannot be carryout out from the premises immediately making good any damage caused to the Landlords satisfaction.

FOURTH SCHEDULE: EXCEPTIONS AND RESERVATIONS

The following full and free rights are excepted and reserved to the Landlord and all persons authorised by the Landlord.

1. Right for them and their personnel and equipment and materials to enter upon

any of the Premises at all reasonable times during the daytime after giving the Tenant forty-eight hours' notice (except in case of emergency) and

- (a) to inspect clean maintain repair decorate alter or develop the Premises or Neighbouring Premises or building.
- (b) To lay inspect clean repair decorate alter maintain and connect to conduits in on over or under the Premises for the purpose of the supply or drainage of steam water soil gas electricity telephone and other services or supplies or for use in any heating or fire fighting systems or other services to the Premises or the Neighbouring Premises or the building.
- (c) to do whatever may be necessary to prevent or remedy a breach of any covenant contained in any Superior Lease or a breach of any obligation on the part of the Landlord affecting the Premises.

The persons exercising any such right causing as little inconvenience as reasonably possible and making good with all convenient speed all damage thereby occasioned to the Premises.

- 2. Right of passage and running of steam water and soil electricity and telephone and other services or suppliers from and to the Neighbouring Premises and the buildings now or hereafter to be erected therein through the conduits now or hereafter during the term to be made or laid in or over or under the Premises.
- 3. Right to alter adapt extend or build or execute works upon develop and use the airspace above and on top of the Premises the building and Neighbouring Premises (including on or to any external walls of the Premises) in any manner notwithstanding that in so doing the access of light or air to or any other amenity or benefit enjoyed in respect of the Premises may be obstructed or interfered with.
- 4. Right of support shelter and protection for the rest of the building and the Neighbouring Premises from the Premises.
- 5. Right in case of fire or like emergency to enter upon the Premises with or without all necessary workmen equipment and materials to execute and take all necessary or desirable measures and precautions.

6. All other easements or quasi-easements or rights or privileges in the nature of easements or quasi-easements now belonging to or enjoyed by the Tenants of the Premises and the Neighbouring Premises.
7. The right to erect scaffolding for the purpose of repairing or cleaning the Building notwithstanding that such scaffolding may temporarily restrict the access or enjoyment and use of the Premises. Provided that such scaffolding remains in place for as short a time as reasonably possible.
8. The right to park two motor vehicles in the rear yard.

FIFTH SCHEDULE: TENANT'S COVENANTS

1. To pay to the Landlord the Rents reserved as herein provided without any deduction or set off. This includes (but is not exclusive to) any right to equitable set off howsoever arising for disrepair.
2. (a) To pay all rates taxes assessments charges and outgoings which are now or may hereafter be charged or payable in respect of the Premises whether by the owner or by the occupier thereof including a due proportion (to be reasonably determined by the Landlords Surveyor) of all such payments as may be charged or payable in respect of any Premises of which the Premises form part.
 - (b) In the event of the Premises or any separately rateable portion thereof having been unoccupied for the purposes of the General Rate Act 1967 for a period immediately prior to the expiration or sooner determination of the term then the Tenant shall upon such expiration or sooner determination forthwith pay to the Landlord in addition to any sum or damages due to the Landlord or to the rating authority a sum equal to the amount of rates and surcharge on the Premises or separately rateable portion thereof (as the case may be) calculated in accordance with the said Act for a period equal to the period of unoccupancy or six months whichever is the lesser period.
 - (c) The Tenant shall not make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list, without

the approval of the Landlord.

3. To pay for all gas and electricity consumed on the Premises and all standing and other charges and to observe and perform at the Tenant's expense all present and future regulations and requirements of the gas and electricity authorities and if so requested by the Landlord to arrange for any gas and electricity supplies to be provided independently of the supplies to any adjoining Premises.
4. To put into repair and keep in good and substantial repair and condition and to keep all windows and the sanitation and heating equipment in good and substantial repair and condition and at the end of the term (howsoever determined) if so required by the Landlord to restore to its original condition as at the commencement of the term all or any part of the Premises which the Tenant may have altered and (without prejudice to the generality of the foregoing covenant) well and sufficiently to burn off prime and paint with at least two coats of paint of suitable quality in a proper and workmanlike manner such parts of the Premises as are usually painted in each decorating year and at the same time with every such painting to paper or otherwise treat decorate such parts of the Premises as aforesaid as are usually papered or otherwise treated or decorated.

PROVIDED that:-

- (a) All exterior painting and decorating shall be either in such colours and patterns as exist at the commencement of the term or in such colours and patterns as the Landlord may from time to time approve such approval not be unreasonably withheld.
- (b) All painting and decorating in the last year of the term shall be in such colours and patterns as the Landlord may specify.
- (c) The Tenant shall be under no liability under this covenant in respect of damage or destruction due to any of the insured risks included in any insurance of the Premises effected by the Landlord pursuant to any obligation herein contained unless the insurance shall have been vitiated or payment of the insurance refused in whole or in part because of any act or default of the Tenant or the Tenant's personnel.

5. To keep all water and heating and other apparatus and waste pipes conduit and appliances and equipments and fittings in the Premises or serving the same or the Tenant or the Tenant's personnel clean and protected from frost and free from obstruction and not to allow any noxious corrosive or deleterious substance or anything which may cause damage or obstruction to pass into the same.
6. To repair or replace forthwith by new articles of a quality approved by the Landlord as reasonable replacements any fixtures plant or equipment (other than tenant's fixtures and fittings) upon the Premises which shall become in need of repair or replacement otherwise than due to the occurrence of the insured risks subject as provided in paragraph **4(c)** of this Schedule.
7. To keep all parts of the Premises in clean and tidy condition and not to suffer any accumulations of rubbish and to keep clean all the windows in the Premises at least once per month.
8. To ensure that no overloading of the floors ceiling roofs walls supports conduits or electric power to or serving the Premises is allowed to occur.
9. Not to neither hold nor suffer to be held any sale by auction upon the Premises.
10. Not to make any addition or alteration whether structural or otherwise to the Premises nor to do or suffer anything which will or might alter or affect the external appearance of or the stability or structure of the Premises.
11. Not to stop up or darken or obstruct or suffer to be stopped up or darkened or obstructed any window or other opening belonging to the Premises or any other easement and not to suffer any new window or other opening or encroachment or easement which might lead to the acquisition of rights or easements against the Premises and if any such window opening encroachment of easement is made or attempted to be made the Tenant will forthwith give notice thereof to the Landlord and at the request and cost of the Landlord adopt such means as may reasonable by required for preventing any such encroachment or the acquisition of any such rights or easements.
12. Not to do or make or suffer in upon or about the Premises any act omission or thing which in the opinion of the Landlord might be or be likely to become a

nuisance annoyance or disturbance to or injuriously affect the Landlord or its tenants or the neighbourhood.

13. Not to park or stand or suffer to park or stand any vehicles upon any roadway or passage over which the Tenant has a right of way or any other way roadway or passage on the Neighbouring Premises (except as expressly authorised by the Landlord for parking) nor in any other way to obstruct or hinder or suffer the Tenant's personnel to obstruct or hinder the free passage of pedestrians and (where the same is used for vehicles) vehicles over and along such roadway or passage or otherwise adversely affecting the use of or access to Neighbouring Premises.
14. To permit the Landlord and all persons authorised by the Landlord with or without workmen and others upon forty eight hours' prior written notice (except in case of emergency) at all reasonable times during the term at convenient hours to enter the Premises in order:
 - A. To ensure that nothing has been done therein that constitutes a breach of any of the covenants herein contained to examine the condition of the Premises and if any breach of covenant by the Tenant is found and notice is given in writing to the Tenant to remedy the same the Tenant will remedy the same within two calendar months the next following (or within such time as may be specified in case of emergency). If the Tenant has failed to complete the work and or has not begun such works and or in the Landlords reasonable opinion is unlikely to complete the work within a reasonable period to allow the Landlords and all persons authorised by the Landlord to carry out such works at the Tenant's expenses payable on demand.
 - B. To carry out work to Neighbouring Premises and or allow work on jointly used facility.
 - C. To exercise any right granted to or reserved to the Landlord by the Lease.
 - D. To inspect and or view the Premises in relation to a Rent review and or a valuation for insurance purposes or allow any prospective purchaser

to view the Premises or take inventories.

15. Not to use or suffer the use of the Premises for any illegal or immoral use or residential use.
16. (a) Without prejudice to sub-clause 16(b) if any insurance money is irrecoverable due (either solely or in part) to any act or default of the Tenant its agents servants licensees invitees or others who occupy the Demised Premises then forthwith on demand pay to the Landlord the whole or (as the case may require) a fair and proper proportion of the cost of completely rebuilding and/or reinstating the Building or any part or parts thereof which may have been damaged or destroyed Any dispute as to such proportion shall be determined by the Landlord's surveyor whose reasonable decision shall be both final and binding on the parties except in the case of manifest error or omission
- (b) Without prejudice to sub-clause 16 (c) if any additional or increased premium becomes payable in respect of any part of the Building due (either solely or in part) to any act or default of the Tenant its agents servants licensees invitees or others who occupy the Demised Premises or anything done or kept on the Demised Premises being deemed by the insurers of the Building to be a hazardous or special risk then forthwith on demand pay such additional premium or increased premium in full to the Landlord or to the said insurers as the Landlord may direct
- (c) Reimburse to the Landlord within fourteen days of demand a proper proportion of the cost payable by the Landlord in obtaining advice from an appropriately qualified person as to the proper amount of the Sum Insured being the full reinstatement cost of the Premises such advice to be obtained not more than once during any Thirty Six month period during the Term
17. To pay to the Landlord on demand all reasonable expenses properly incurred and mesne profits at the rate of the Rent payable under this Lease immediately prior to the end of the Term during the period reasonably required for the exercise of the Landlord's rights under paragraph **35(f)** with Interest at 4% above base rate of

Lloyds TSB Bank Plc on such expenses from the date of expenditure and on the mesne profits from the date of demand until in each case the date they are paid by the Tenant to the Landlord

18. Not to do or suffer on or in relation to the Premises any act or thing or effect any disposition thereof which may render the Landlord liable to any tax imposition or expense.
19.
 - (a) If the Premises are to be used for any trade profession or business the Tenant shall paint or affix and maintain upon the exterior of the Premises a distinctive sign (such sign and the place manner of affixing to be approved in writing by the Landlord) such approval not to be unreasonably withheld, stating the name and nature of the business carried on by the Tenant upon the Premises
 - (b) Except as aforesaid the Tenant shall not without the consent in writing of the Landlord display any sign placard or poster or advertisement on the exterior of the Premises or visible from the exterior except such in the interior of the Premises as are usual and proper in relation to the Premises use of the Premises.
 - (c) In all cases where planning by-law or other consents are required the Tenant shall before painting or affixing or displaying any such sign placard or poster or advertisement obtain all necessary consents and produce the same (or certified copies thereof) to the Landlord.
20. The Tenant must not obtain an EPC (Energy Performance Certificate) for the Property or any part of it unless required by a Legal Obligation, and only then with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
21.
 - (a) The Tenant must not hold the Premises on trust for another. The Tenant must not part with the possession of the Premises or any part of the Premises or permit another to occupy them or any part of them except pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease.
 - (b) The Tenant must not assign, sublet or charge part only of the

Premises. The Tenant must not in any way (save as expressly provided in clauses 21 (c) hereinafter) share the possession or occupation of the whole of the Premises.

- (c) Subject to clause 20 (d), 20 (e) and 22, the Tenant must not assign or sublet the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld

- (d) The Landlord and the Tenant agree that it is reasonable for the landlord to withhold its consent on any of the grounds set out below (whether or not with other grounds):
 - (i) that in the reasonable opinion of the Landlord the value of the Landlord's interest in the Premises or in any adjoining or neighbouring Premises of the Landlord would be adversely affected to a material degree by the assignment;

 - (ii) that in the reasonable opinion of the Landlord the fact of the assignment would mean that there is reduced likelihood of the tenant's obligations in this Lease being fulfilled;

 - (iii) that neither the assignee nor any guarantor of the assignee is incorporated in and has its head office in the European Community;

 - (iv) there are arrears of Rent payable under the Lease;

 - (v) there is a material breach of a covenant under the Lease.

- (e) The Landlord and the Tenant further agree that it is reasonable for the

Landlord to give consent subject to any one or more of the following conditions (whether or not subject to other conditions):

- (i) (if reasonable) a requirement that the assigning tenant and any guarantor and or surety before the assignment takes place, executes and delivers to the Landlord an authorised guarantee agreements (as defined in the Landlord and Tenant (Covenants) Act 1995) in a form set out in the Tenth Schedule;
 - (ii) a requirement that if the Landlord reasonably requires one or more guarantors reasonably acceptable to the Landlord execute and deliver to the Landlord, before the assignment takes place, a deed of guarantee including the provisions set out in the Ninth Schedule;
 - (iii) a requirement that, if the Landlord reasonably requires such Rent deposit arrangement and such additional security as the Landlord may reasonably require is provided to the Landlord before the assignment takes place.
- (f) If so required by the Landlord the Tenant will procure that the proposed assignee enters into a covenant with the Landlord that with effect from the date of the assignment to the proposed assignee until the date when such assignee is released from the "tenant's covenants" pursuant to and in accordance with Sections 5 and 11 of the Landlord and Tenant (Covenants) Act 1995 to pay the Rents reserved by and observe and perform the covenants on the part of the Tenant contained in this Lease.

22. The Tenant must not charge the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

23. Every permitted sublease must be granted, without a fine or premium, at a Rent not less than whichever is the greater of the then open market Rent payable in respect of the Premises and the Rent, to be payable in advance on the days in which the Rent is payable under this Lease. Every permitted sublease must contain provisions approved by the Landlord-

23.1 for the upwards only review of the Rent reserved by it, on the basis set out in the Eighth Schedule and on the Review Dates;

23.2 prohibiting the subtenant from doing or allowing anything in relation to the Premises inconsistent with or in breach of the provisions of this Lease;

23.3 for re-entry by the sublandlord on breach of any covenant by the subtenant

23.4 imposing an absolute prohibition against all dealing with the Premises other than assignment of the whole

23.5 prohibiting assignment of the whole of the Premises without the consent of the Landlord under this Lease

23.6 requiring the assignee on any assignment of the sublease to enter into direct covenants with the Landlord to comply with the covenants of the sublease

23.7 requiring on each assignment of the sublease that the assignor enters into an authorised guarantee agreement in favour of the Landlord in the terms set out in the Tenth Schedule but adapted to suit the circumstances in which the guarantee is given;

23.8 prohibiting the subtenant from holding on trust for another or permitting another to share or occupy the whole or any part of the Premises;

23.9 imposing in relation to any permitted assignment the same obligations for registration with the Landlord as are contained in this Lease in relation to dispositions by the Tenant; and

23.10 Before any permitted subletting, the Tenant must ensure that the subtenant enters into a direct covenant with the Landlord that while the subtenant is bound by the tenant covenants of the sublease and while the subtenant is bound by an authorised guarantee agreement the subtenant will observe and perform the tenant covenants contained in this Lease and in that sublease.

23.11 The Tenant must not grant a sublease or permit a subtenant to occupy the Premises unless an effective agreement has been made to exclude the operation of Sections 24-28 of the 1954 Act pursuant to Section 28A of the 1954 Act

23.12 In relation to any permitted sublease, the Tenant must enforce the performance and observance by every subtenant of the provisions of the sublease, and must not at any time either expressly or by implication waive any breach of the covenants or conditions on the part of any subtenant or assignee of any subleases or without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed vary the terms or accept a surrender of any permitted sublease.

23.13 In relation to any permitted sublease

23.13.1 the Tenant must ensure that the Rent is reviewed in accordance with the terms of the sublease;

23.13.2 the Tenant must not agree the reviewed Rent with the subtenant without the approval of the Landlord

23.13.3 where the sublease provides such an option, the Tenant must not, without the approval of the Landlord, agree whether the third party determining the revised Rent in default of agreement should act as an arbitrator or as an expert

23.13.4 the Tenant must not, without the approval of the Landlord, agree any appointment of a person to act as the third party determining the revised Rent

23.13.5 the Tenant must incorporate as part of his representations to that third party representations reasonably required by the Landlord, and

23.13.6 the Tenant must give notice to the Landlord of the details of the determination of every Rent review within 28 days

Provided that the Landlord's approvals specified above may not be unreasonably withheld or delayed.

24. Within 28 days of any assignment, charge, sublease or any transmission or other devolution relating to the Premises, the Tenant must produce a certified copy of any relevant document for registration with the Landlord's solicitor, and must pay the landlord's solicitor's reasonable charges for registration of not less than £50.00 (plus the amount of any Value Added Tax or similar tax thereon)
25. To comply with the requirements (so far as applicable to the Premises) of all statutes or statutory instructions or ministerial regulations now or hereafter affecting the Premises or the use thereof and further to indemnify and keep indemnified the Landlord at all times against all costs charges and expenses thereof and or incidental to the execution of any works or the use of the provision or maintenance of any arrangements so directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted on or about the Premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon the Landlord or become liable to pay any penalty damages compensation costs charges and expenses.
26. Not to keep or suffer to be kept on the Premises any material of a dangerous explosive radio-active or offensive nature nor to place any excessive weight or strain on the floors of the Premises.
27. Not to do omit or suffer to be done or omitted anything on or in connection with the Premises the doing or omission of which shall be a contravention of the Planning Acts or any permission granted thereunder.
28. If the Tenant receives any compensation in respect of the Tenant's interest hereunder because of any restriction placed upon the user of the Demised

Premises by virtue of the Planning Acts or otherwise then when the Tenant's interest hereunder shall be determined by assignment surrender expiration of term or otherwise forthwith to make such provision as is equitable for the Landlord to receive its due benefit from such compensation.

29. Not to make any application for planning permission or serve any purchase or other notice relating to the Premises pursuant to the Planning Act except with the written consent of the Landlord embodied in an instrument executed as a deed by the Landlord such consent not to be unreasonably withheld.
30. In relation to the Planning Act (by which expression it is intended herein to designate the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made or having effect thereunder):-
 - (a) At all times during the said term to comply in all respects with the provisions and requirements of the Planning Acts and all consents permissions and conditions (if any) granted or imposed or having effect thereunder so far as the same respectively relate to or affect the Premises or the use thereof to be carried out executed done or omitted therein and;
 - (b) During the said term so often as occasion shall require at the expense in all respects of the Tenants to obtain from (as the case may be) the Local Planning Authority or the Department of the Environment or any other authority all such consents and permissions (if any) as may be required for the carrying out of any operations on the Premises or the institution or continuance therein of any use thereof which may constitute development within the meaning of the Planning Acts but so that no application for planning permission shall be made without the previous written consent of the Landlord embodied in an instrument executed as a deed by the Landlord, such consent not to be unreasonably withheld and;
 - (c) To pay and satisfy any charge that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations by the Tenant or the institution or continuance of any such use as

aforesaid provided that payment of such charge shall not be prohibited by the Planning Acts in question in which case the amount thereof paid by the Landlord shall be treated as Rent in arrear (and may be recovered by the Landlord by action or distress) on the basis of ten per cent per annum or four per cent per annum over Lloyds TSB Bank PLC Base Rate (as well before as after judgement) whichever shall be the higher in respect of the amount so paid by the Landlord and;

- (d) Notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to the Premises or any change of use thereof (being an alteration or addition or change of use which is prohibited by or for which the Landlord's consent is required to be obtained under this Lease and for which planning permission needs to be obtained) before a planning permission therefore has been produced to the Landlord and acknowledged by the Landlord in writing as satisfactory to the Landlord (such acknowledgement not to be unreasonably refused) but so that the Landlord may refuse to express satisfaction with any such planning permission on the ground that the period thereof or anything contained therein or omitted therefrom in the reasonable opinion of the Landlord or its Surveyors would be or be likely to be prejudicial to the Landlord's interest in the Premises whether during the said term or following the determination or expiration thereof and;
- (e) Unless the Landlord shall otherwise direct to carry out before the expiration or sooner determination of the said term any works stipulated to be carried out to the Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have been granted during the said term and.
- (f) If and when called upon so to do to produce to the Landlord or the Landlord's Surveyor all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy the Landlord that the provisions of this covenant have been complied with in all respects.

- 31. To comply and to ensure that the Tenant's personnel comply with all the reasonable regulations made by the Landlord from time to time for the management of the Premises or of any Premises used or to be used in common by the Tenant.

32. Within seven days of the receipt thereof to give full particulars to the Landlord of any permission refusal notice order or proposal for a notice or order made given or issued to the Tenant relating to the Premises or the use thereof by any competent authority and if so required to produce within seven days such permission refusal notice order or proposal for a notice or order (or a certified copy thereof) to the Landlord and also if required (at the Tenant's expense) to make or join with the Landlord in making such objections or representations against or in respect of any such notice order or proposal as the Landlord shall deem expedient.
33. To insure and keep insured all plate glass forming part of the Demised Premises against damage or destruction in the full replacement value thereof for the time being in the joint names of the Landlord and the Tenant in some insurance office to be approved by the Landlord and to pay all premiums necessary for this purpose within seven days after the same shall become due and payable and to produce to the Landlord or his Agents on demand the policy or policies of such insurance and the receipt for each such payment and will cause all monies received by virtue of any such insurance to be forthwith laid out in reinstating the said plate glass and to make up any deficiency out of the tenants own monies **PROVIDED ALWAYS** that if the Tenant shall at any time fail to keep such insurance on foot the Landlord may do all things necessary to effect and maintain such insurance and all monies expended by the Landlord for that purpose shall be recoverable from the Tenant on demand.
34. To indemnify and keep indemnified the Landlord from and against liability in respect of all loss damage actions proceedings claims demands costs and expenses of whatsoever nature in respect of any injury to or death of any person or damage to any Premises immovable or in respect of the infringement disturbance or restriction of any right easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of:-
- (a) The state of repair or condition of the Premises in so far as the Tenant is liable therefore under the Covenants herein contained
 - (b) The act or default of the Tenants or their agents servants invitees or licensees
 - (c) The construction or existence of any extensions of or alterations to the Premises

- (d) The user of the Premises
 - (e) Anything now or hereafter attached to or on the Premises
 - (f) The use of cars or any other vehicles whether mechanically propelled or not on the Premises
 - (g) The omission of the Tenants to give written notice to the Landlord of any defects or items requiring repair and
 - (h) Any breach by the Tenant of any covenant on the part of the Tenant or any condition herein contained
35. To pay to the Landlord on an indemnity basis all costs charges and expenses including solicitors agents Counsel surveyors architects and other professional costs fees and charges which may be incurred by the Landlord in or relating to
- (a) any application to any planning authority made at the instance of the Tenant
 - (b) any application to the Landlord for any consent pursuant to the covenants herein contained whether granted withdrawn or otherwise determined (this shall be paid to the Landlord on a fair and reasonable basis)
 - (c) in contemplation of and or incidental to any notice or proceedings relating to the Premises under Section 146 or Section 147 of the Law of Property Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant has been relieved under the provisions of the said Act and notwithstanding forfeiture is avoided other than by relief granted by the Court
 - (d) any notice of or remedy for any breach of the Tenant's covenants herein
 - (e) the costs incurred by the Landlord's bailiffs in distraining upon the Tenant's goods for arrears of Rent

- (f) Any steps taken in contemplation of or in connection with preparation and service of schedule of dilapidations including carrying out any works to comply with Schedule of Dilapidations
 - (g) any steps taken to recover any arrears of Rent including Bailiff's fees and commission
 - (i) dealing with any liquidator administrative receiver administrator receiver or manager supervisor or trustees in bankruptcy of the Tenant
36. For the period of six months immediately proceeding the determination of this Lease and/or the sale of the Freehold reversion to permit a notice board or boards to be exhibited on some conspicuous part or parts of the Premises (but not so as to obstruct any way door or window) intimating that the same are to be let or to be sold and during such period of six months to permit inspection of the Premises at any reasonable time in the day by any persons having the written authority of the Landlord or the Landlord's Agents upon an appointment being made for the purpose.
37. Forthwith at the Tenant's expense to make good any damage caused by any breach of the covenants contained in this Schedule.
38. At the determination howsoever determined of the term hereby granted to yield up the Premises to the Landlord in the state or repair in which they ought to be having regard to the provisions of this Lease.
39. To ensure that the Premises are kept open for business at all time during the usual hours of the locality in which the Premises are situated and not to keep the Premises closed for more than twenty-eight days in a year provided that this shall not apply to Sundays and Bank Holidays.
40. Not to commit or permit or suffer any waste spoilt or destruction in or upon the Premises.
41. To install all necessary fire fighting equipment and to maintain the same and comply with all recommendations made by the Landlords insurers and fire authority

and to regularly service the Security Alarm System at the Demised Premises and to discharge all outgoings in relation to the same inclusive of monitoring fees and replacement.

42. At all times during the said term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of the Offices Shops and Railway Premises Act 1963 or any Act or Acts of Parliament now or hereafter to be passed and orders bye-laws rules and regulations thereunder are or shall be directed as necessary to be done or executed upon or in respect of the Premises or any part thereof or in respect of the user thereof by the Owner Tenant or Occupier thereof and at all times to save harmless and to keep indemnified the Landlord and the Landlord's estate and Effects against all claims demands costs expenses and liability in respect thereof and to pay all costs charges and expenses incurred by the Landlord in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the Premises in obedience to a Notice served by a Local Authority.
43. Not to trade or place goods on the pavement outside the Premises.
44. To supply such information and facts as are required by the Landlord upon any application to the Landlord for consent and or in respect of any tenancy and or Licence created.
45. In respect of every Transaction that is registerable at H.M. 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 the H. M. Land Registry in connection with an application to register a Transaction are dealt with promptly and properly and shall within 14 days of completing registration provide the Landlord with a certified copy of the Completion of Registration Document as received from the Land Registry.
46. Immediately after the end of the term however that arises (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by H M 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

and shall provide the Landlord with evidence of the closure of the said leasehold title within 14 days of receipt of such confirmation from the Land Registry.

47. To pay to the Landlord on demand a fair and proper proportion to be reasonably determined by the Landlord or the Landlord's Surveyor of cleaning repairing renewing maintaining rebuilding lighting heating painting decorating such part of the building not specifically demised and or are used in common with the Premises and Neighbouring Premises including Roof, Foundations, Joists, External Walls of the Building, Conducting Media in the Building not exclusively serving the Premises, Party Walls, Paths, Accessways, Pavements, Roads, Floors
48. To comply with any covenants and conditions affecting the Freehold title.
49. Throughout any period during the Demised Premised are closed for business or are unoccupied whether or not furnished to keep the Premises fully secured and to provide such arrangements as may be necessary to give the Premises reasonable protection from vandalism theft or unlawful occupation.
50. Not unreasonably to withhold or delay consent to a request made by the Landlord under Section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from the Landlord covenants of this Lease.
51. The Tenant must keep any part of the Premises that is not built on ('the Open Land') adequately surfaced, in good condition and free from weeds
52. The Tenant must not store anything on the Open Land or bring anything onto it that is or might become untidy, unclean, and unsightly or in any way detrimental to the Premises or the area generally.
53. The Tenant must not deposit any waste, rubbish or refuse on the Open Land and must remove regularly all refuse rubbish which may have accumulated on the Premises and have the same placed in suitable containers and in particular and without prejudice to the generality of any other covenant in this behalf generally to keep the Premises clean tidy and in good repair.
54. The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least 2 keyholders of the

Premises.

55. (a) In this clause references to a 'guarantor replacement event' are references, in the case of an individual, to death, bankruptcy, having a receiving order made against him or having a receiver appointed under the Mental Health Act 1983 or entering into a voluntary arrangement and, in the case of a company, to passing a resolution to wind up, entering into liquidation, a voluntary arrangement or administration or having a receiver appointed.
- (b) Where a guarantor replacement event occurs to the Guarantor or any person who has entered into a Guarantee or an Authorised Guarantee Agreement, the tenant must give notice of the event to the Landlord within 14 days of his becoming aware of it. If so required by the Landlord, the Tenant must within 28 days obtain some other person reasonably acceptable to the Landlord to execute a guarantee in the form of the Guarantor's covenants in the Ninth Schedule or the Authorised Guarantee Agreement in the Tenth Schedule, as the case may be, for the residue of the relevant Liability Period
58. (a) At the end of the term the Tenant shall return the Premises to the Landlord in the repair and condition required by this lease.
- (b) If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Premises, remove any alterations it has made to the Premises and make good any damage caused to the Premises by that removal
- (c) At the end of the term, the Tenant shall remove from the Premises all chattels belonging to or used by it.
- (d) 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 Premises and which have been left by the Tenant on the Premises 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 the Tenant shall not have any right to any monies received and shall be deemed to have relinquished all rights.

59. At its own cost, and at the reasonable request of the Landlord, to comply with any recommendation contained in an EPC (Energy Performance Certificate) relation to the Property

SIXTH SCHEDULE: LANDLORD'S COVENANTS

1. That the Tenant paying the Rent hereby reserved and observing and performing the covenants on the part of the Tenant hereinbefore contained may peaceably hold and enjoy the Premises during the term without any interruption or disturbance from or by the Landlord or any person lawfully claiming through under or in trust for it.

2. (a) The Landlord will at all times during the said term insure and keep insured the Premises (unless such insurance shall be vitiated by any act or default of the Tenant) against the insured risks in some insurance office of repute and in cases of destruction or damage by the insured risks the Landlord will apply all policy monies received (except those in respect of loss of Rent) Subject to the Tenant making up any deficiency of which he may be liable under Clause 16 of the Fifth Schedule out of his own monies in rebuilding the Premises with all reasonable speed within 3 years **PROVIDED ALWAYS** that if for any cause whatsoever the rebuilding or reinstatement of the Premises shall become impossible or impracticable then the Landlord or Tenant shall become entitled by notice in writing to the other party to determine this Lease without prejudice to the rights and remedies of either party in respect of any breach or non-observance of any covenant conditions and terms of the Lease.

- (b) The Landlord will immediately upon request by the Tenant produce to the Tenant a copy of any such Insurance Policy as referred to above together with up-to-date Schedule and receipt for the last Premium.

3. The Landlord will maintain clean repair renew and rebuild the roof foundations

joists external walls as and when necessary in the Landlord's reasonable opinion subject to advance payment of the contribution on the part of the Tenant as is contained in Clause 47 of the Fifth Schedule of this Lease payable as Rent in arrears.

SEVENTH SCHEDULE : AGREEMENT AND DECLARATIONS

1. It shall be lawful for the Landlord at any time to re-enter and repossess the Premises in the event of any of the following occurrence and the term shall thereupon cease but without prejudice to any right or any breach of the covenants on the part of the other herein contained :-
 - (a) If the Rent hereby reserved or any part thereof at any time is unpaid for twenty one days after becoming due (whether formally demanded or not).
 - (b) If there is any breach or non-observance of any of the covenants on the part of the Tenant herein contained.
 - (c) If the Tenant or any of them (if more than one) suffers any distress or process of execution to be levied or becomes bankrupt or compounds with creditors or if a receiver is appointed.
 - (d) If the Tenant is a company or other corporate body and changes its liability from unlimited to limited or goes into liquidation either voluntary or compulsory (otherwise than for the purpose of the amalgamation or construction of a solvent company) or if an administration order is made or if a receiver is appointed.
 - (e) The Lease is disclaimed by a receiver and/or liquidator and/or by the Crown and/or by any other properly appointed person.
2. Value Added Tax shall (if applicable) be added to all reimbursements by the Tenant of costs incurred and monies expended by the Landlord and to all solicitors and other costs payable.
3. Nothing in the Lease or in any consent given by the Landlord shall imply or warrant that the Premises may be used for any particular use under the Planning Acts or otherwise

or are suitable for the purpose of the Tenant or any other purpose.

4. (a) Any Rent not paid on the due date or any other payment due hereunder not paid within fourteen days of the due date shall bear interest at the rate of Four per centum per annum over the base rate of Lloyds TSB Bank PLC at the due date calculated from the due date to the date of payment (both before and after any judgement) and for this purpose the due date in the case of Rent shall be the quarter day on which it is payable and in the case of any payment other than Rent shall be the date of the first request or invoice.
- (b) If collection of Rent has been suspended by the Landlord for breach of covenant the Tenant shall when the breach has been made good to the satisfaction of the Landlord or when the lease shall be forfeited (as the case may be) pay to the Landlord in addition to the arrears of Rent then due interest therein at the basic rate of Lloyds TSB Bank Plc such interest to be calculated on a day to day basis from the date that Rent become due down to the date of actual payment and the aggregate amount of interest so payable shall at the option of the Landlord be recoverable by action or otherwise as Rent in arrears.
5. Any varied Rent shall be in substitution for the Rent hereby reserved and shall not operate as a surrender of the term hereby granted or grant of a new term.
6. Any notice served under this Lease may be served by posting it First Class in a prepaid envelope addressed in the case of the Landlord to their last known address or in the case of the Tenant to the Premises or the last known address of the Tenant and shall be deemed to have been served on the day after that on which it is posted and in proving such service it shall be sufficient to confirm that the envelope containing the notice was properly addressed stamped and posted or by hand.
7. Except as expressly granted the Tenant shall not be entitled to any right or light or air or way or other easement right or privilege over the Neighbouring Premises for any purpose.
8. Except as expressly herein provided the Landlord and its personnel shall have no liability to the Tenant and its personnel in respect of any injury damage nuisance annoyance or otherwise which may be caused to the Premises or to any persons or goods therein or in the vicinity thereof by reason of any defect in the Premises or the

delay stoppage defect leaking or bursting of any plant machinery conduit or supply in or about the Premises.

9. Nothing herein contained or implied shall prevent the Landlord from selling leasing letting or holding any part of the rest of the building or any Neighbouring Premises free from covenants agreements declarations and stipulations similar to those contained herein or from waiving or varying any such covenants agreements declarations and stipulations for the time being affecting any part of the rest of the building or Neighbouring Premises.
10. Subject to the provisions of Section 38(2) of the Landlord and Tenant Act 1954 the Tenant shall not be entitled on quitting the Premises to any compensation under Section 37 of the said Act.
11. If at any time the Landlord's interest is leasehold:
 - (a) any reference to the Landlord's consent includes the reference to the Superior Landlord's consent.
 - (b) any provision for repayment to the Landlord by the Tenant of any expenses incurred by the Landlord includes any provision for repayment by the Tenant of comparable expenses incurred by the Superior Landlord.
 - (c) any indemnities in favour of the Landlord include indemnities in favour of the Superior Landlord.
 - (d) all rights reserved to or exercisable by the Superior Landlord and the Superior Landlord's personnel.
12. In case the Premises or any part thereof shall at any time during the said term be destroyed or damaged by any of the insured risks so as to be unfit for occupation and use and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the Rents hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended for a period of Three Years until the Premises shall be again rendered fit for occupation and use and or until Three Years from the date of damage whichever is

the lesser and in case of difference touching this provision the same shall be referred to the award of a single arbitrator if the parties can agree upon one or in default of agreement to be nominated at the request of either party by the President for the time being of the Royal Institution of Chartered Surveyors and in either case in accordance with the provisions of the Arbitration Act 1996.

13. Subject to Section 4 of the Defective Premises Act 1972 the Landlord shall not in any circumstances incur any liability in respect of damage to person or Premises or otherwise howsoever by reason of any act omission neglect default or misfeasance by the Landlord his servants employees agents or independent contractors or by reason of any accidental damage which may at any time be done to the Premises or to any of the goods or Premises of the Tenant or any other person caused by any act or default of any other Tenant of the Landlord or any adjoining or neighbouring Premises or of any servant employee or contractor as aforesaid in breach or neglect of his or her duty any services rendered to or for the Tenant at the Tenant's request or instructions or by a servant or agent of the Landlord shall be deemed to have been rendered by that person as a servant of the Tenant.
14. The Tenant shall not carry out any works at the Premises in respect of which the Construction (Design and Management) Regulations 2007 apply without the consent of the Landlord. Such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this Lease.
15. The Tenant shall supply the Landlord with all documents relating to the Premises that are required under the Construction (Design and Management) Regulations 2007 to be kept in the health and safety file for the Building.
16. That the clause headings shall not affect the interpretation of these Presents.
17. It is hereby agreed that once the Landlord has sold his reversionary interest he shall no longer be bound by any covenants hereon contained.
18. Unless otherwise expressly stated nothing in this Lease shall create or confer any rights or other benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties to this Lease.

19. We certify that there is no Agreement for Lease (or Tack) to which this Lease (or Tack) gives effect.

EIGHTH SCHEDULE: RENT REVIEW

1. In this Schedule:-

1.1 “**Rental Period**” means the period from and including the Review Date to the next reviewable date or the last day of the Term

1.2 “**Review Date**” means *20th December* 2024

1.3 “**Revised Rent**” has the meaning set out in paragraph 3 of this Schedule.

2. During the Rental Period the yearly rent reserved by and payable under this Lease shall (subject to the transitional provisions in paragraph 6 of this Schedule) be whichever is the greater of:-

2.1 the yearly rent payable on the day immediately preceding the Review Date and;

2.2 the Revised Rent defined in paragraph 3 of this Schedule such Revised Rent to be agreed or determined in accordance with the provisions hereinafter contained.

3. The Revised Rent shall in relation to the Review Date be the greater of:

3.1 the rent payable immediately before the Review Date (or if payment has been prevented, suspended or restricted the rent which would have been payable had there been no prevention, suspension or restriction); or

3.2 the sum which in the market conditions prevailing at the Review Date or (if earlier) at the time at which the full rental value is agreed or determined might be expected to be obtained for the Demised Premises if the same were on the Review Date let with vacant possession of the whole on the open market by a willing landlord to a willing tenant and after the expiry of a rent free period for fitting out purposes of such length as would be negotiated in the open market without a fine or premium being taken and subject to the provisions of this Lease (other than the amount of the rent but including the provisions for rent reviews) for a term equal to the unexpired residue of the Term or five years whichever is the longer as are likely to produce the highest yearly rent or aggregate yearly rents and on the assumption that the Demised Premises are fit for immediate use and occupation and that all the Tenant covenants contained in this Lease (including covenants to carry out works and covenants relating to the repair

decoration and condition of the demised premises) has been duly observed and performed down to the review date but disregarding the fact (if it is a fact) that the making good restoring or reinstating of the Demised Premises or any part thereof following destruction or damage has not been completed But disregarding any increase in rental value of the Demised Premises attributable to:

- 3.2.1 the fact that the Tenant or the Tenant's predecessors in title have been in occupation of the Demised Premises
 - 3.2.2 any goodwill attached to the Demised Premises by reason of the carrying on therein of the business of the Tenant or the Tenant's predecessors in title
 - 3.2.3 the existence at the Review Date of any improvement to the Demised Premises or any part thereof and carried out with the consent (where required) of the Landlord otherwise than in pursuance of an obligation to the Landlord
4. The Landlord and the Tenant may at any time not more than six months before the Review Date agree in writing the amount of the Revised Rent which shall be payable during the Rental Period and any such agreement shall have effect accordingly
 5. If no such agreement has been made before the date falling three months before the Review Date then the determination of the Revised Rent payable during the Rental Period shall be referred to an independent surveyor to be appointed by the parties or (if the parties cannot agree as to an appointment by the date falling three months before the Review Date) by the President for the time being of the Royal Institution of Chartered Surveyors upon application being made by the Landlord or the Tenant such surveyor to act as an expert (and not as an Arbitrator).
 6. In case the Revised Rent for the Rental Period shall not have been agreed or determined and notified to the parties before the Review Date:-
 - 6.1 until the Revised Rent is agreed or determined and notified the rent payable hereunder shall continue to be the yearly rent so payable on the day immediately preceding the Review Date;
 - 6.2 on the Revised Rent being agreed or determined and notified to the parties the Revised Rent so agreed or determined shall (if greater than the yearly rent payable on the day immediately preceding the Review Date) be payable as from the next following quarter day and the Tenant shall within seven days of the agreement or determination

and notification pay to the Landlord as additional rent an amount equal to the difference between:-

6.2.1 the rent paid by the Tenant on and since the Review Date pursuant to subparagraph 6.2 above and;

6.2.2 the rent which would have been payable by the Tenant on and since that date had the Revised Rent been agreed or determined and notified prior to the Review Date together with interest thereon at a rate which shall be the equivalent to one and a half per cent per annum above Bank of Scotland Plc. base rate for the time being (or in the event that the same shall cease to exist such other equivalent rate as the Landlord may from time to time specify) for the period from the Review Date to the day of payment.

7. The fees of any surveyor appointed under paragraph 5 hereof and all legal and other costs and disbursements including the administrative costs of the President of the Royal Institution of Chartered Surveyors incurred by the Landlord in connection with any review of rent under this Schedule shall be borne in accordance with such surveyor's direction.

8. If and whenever the amount of the yearly rent payable hereunder is increased under the foregoing paragraphs of this Schedule the amount of such increased yearly rent shall be recorded in a Memorandum to be prepared by or on behalf of the Landlord and to be signed by the Landlord and the Tenant respectively.

No periods or times referred to herein are to be of the essence to the review provisions herein contained and any delay or omission on the part of the Landlord in relation to the determination of the Revised Rent on the Review Date as hereinbefore provided shall not modify or affect in any way the liability of the Tenant to pay the Revised Rent as from the Review Date nor shall it nor shall any delay or omission on the part of the Tenant modify or affect in any way the liability of any Surety from time to time under the covenant in this Lease (if any) or in any supplemental deed hereto contained.

NINTH SCHEDULE: SURETY'S COVENANTS

The Surety in consideration of the demise hereinbefore contained being made by the Landlord at the Surety's instance and request **HEREBY COVENANTS WITH AND GUARANTEES** to the Landlord that the Lessee will at all times during the term hereby granted and during the holding over of this Lease by the Tenant pay the Rents hereby reserved and all other sums and payments agreed to be paid by the Tenant at the respective times and in manner

hereinbefore appointed for payment thereof and will also duly perform and observe and keep the several Covenants and obligations hereinbefore on the part of the Tenant contained and that the Surety will pay and make good to the Landlord all losses costs and expenses sustained by the Landlord through the default of the Tenant in respect of the beforementioned matters **PROVIDED ALWAYS** (1) and/or notwithstanding that any neglect or forbearance of the Landlord in endeavouring to obtain payment of the said Rents and payments as and when the same become due or its delay to take steps to enforce performance or observance of the several covenants and obligations herein on the part of the Tenant contained and any time which may be given by the Landlord to the Tenant shall not release or in any way lessen or affect the liability of the Surety under the guarantee on the part of the Surety hereinbefore contained (2) or any refusal by the Landlord to accept Rents tendered by or on behalf of the Tenant at a 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 (3) that the terms of this Lease may have been varied by agreement between the Landlord and the Tenant or any Rent review may have been determined by agreement between the Landlord and the Tenant whether or not (in either such case) the consent of the Guarantor is obtained (4) that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under this Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 and

(5) any other act or thing by which but for this provision the Guarantor would have been released.

The Surety **HEREBY FURTHER COVENANTS** with the Landlord that if this Lease shall be disclaimed or be forfeited for whatever reason **THEN** in any such event the Landlord may within three months after any such disclaimer or forfeiture hereof by notice in writing require the Surety to accept within three months after the date of service or such notice a Lease of the Premises for a term equivalent to the residue which if there had been no disclaimer or forfeiture would have remained of the term granted by this Lease at the same Rents as shall be payable hereunder immediately prior to such disclaimer or forfeiture (with provision for the review of the Rent at the times and in the manner contained in this Lease) and subject to the like covenants and the like provisos and conditions as are contained in this Lease with the exception of this sub-clause and the immediately preceding sub-clause the said new lease and the rights and liabilities thereunder to take effect as from the date of such disclaimer or forfeiture and in such case the Surety shall pay the Landlord's costs of the new Lease and accept such new Lease accordingly and will execute and deliver to the Landlord a Counterpart

thereof.

If any of the events mentioned in clause 54 of the Fifth Schedule occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 54 of the Fifth Schedule occurs in relation to one or more individuals that is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord request, 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.

TENTH SCHEDULE: AUTHORISED GUARANTEE AGREEMENT

This Authorised Guarantee Agreement is made the day of Two Thousand

BETWEEN

of (hereinafter called "the Landlord") of the first part

of (hereinafter called "the Assignor") of the second part

WHEREAS

1. This Authorised Guarantee Agreement is supplemental to a Lease ("the Lease") made on the day of between the Landlord (1) and the Assignor (2) **WHEREBY** the Landlord granted to the Assignor the Lease of the Premises known as ("the Premises") for a term of years commencing on the ("the Term" which expression shall include the period of any holding over or of any extension or continuance thereof whether by statute or common law where the context so admits) at an initial yearly Rent of (£) exclusive subject to review as set out in the Lease.
2. The Landlord is entitled to the reversion immediately expectant on the determination of the Lease and the Lease is vested in the Tenant.
3. The Lease provides (inter alia) that an assignment cannot be effected without the consent of the Landlord and that such consent may be granted subject to the Landlord

requiring the Assignor to enter into an Authorised Guarantee Agreement.

4. The Assignor has applied to the Landlord for consent to assign the Lease to ("the Assignee")
5. The Landlord has agreed to grant the Assignor Licence to Assign the Lease on condition under inter alia that the Assignor enters into this Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the Landlord giving its consent for the Assignor to assign the Lease to the Assignee by a Licence to Assign of even date herewith ("the Licence to Assign") the Assignor **HEREBY COVENANTS** with the Landlord that the Assignee will pay the Rents (as defined in the Lease) on the days and in the manner aforesaid and will perform and observe all the Tenant's Covenants (as defined in the Lease) and that in case the Rents shall not be paid or such covenants not performed or observed the Assignor will pay and make good to the Landlord on demand all losses damages costs and expenses thereby arising or incurred by the Landlord.
2. **IT IS HEREBY AGREED** that as between the Landlord and the Assignor the Assignor shall be deemed to be principal debtor and accordingly:-
 - (a) any neglect or forbearance of the Landlord in endeavouring to obtain payment of any of the Rents when the same become payable or to enforce performance of the several stipulations in the Lease and the Licence to Assign on the Assignee's part contained;
or
 - (b) any time or indulgence which may be given to the Assignee by the Landlord; or
 - (c) any agreement between the Landlord and the Assignee as to a variation of the Lease
or
 - (d) any arrangement or compromise made by the Assignee with the Assignee's creditors whether or not pursuant to the provisions of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force; or
 - (e) the discharge of the Assignee from the Assignee's liabilities under the Lease (and so

far as applicable the Licence to Assign) by the disclaimer of the Lease by any trustee in bankruptcy or liquidator of the Assignee or otherwise as a result of the insolvency or winding up either voluntary or compulsory or dissolution of the Assignee; or

- (f) the exercise of any Right or remedy against the Assignee; or
- (g) any refusal by the Landlord to accept any sum rendered by or on behalf of the Assignee so as to avoid waiving any breach of any covenants to the Lease; or
- (h) any review of the annual Rent payable under the Lease (despite any failure to adhere to any of the provisions relating to the review of Rent which are contained in the Lease); or
- (i) any Assignment of the Lease which is excluded Assignment for the purposes of Section 11 of the Landlord and Tenant Act 1995; or
- (j) the surrender of any part of the Premises; or
- (k) the sale or transfer of the reversion to the Lease to another Landlord; or
- (l) any other act or thing which but for this provision would release the Assignor;

Shall not release or exonerate or any way effect the liability of the Assignor under this Agreement.

3. In the event of any disclaimer of the Lease by a liquidator or trustee in bankruptcy of the Assignee the Assignor hereby further covenants with the Landlord that the Assignor will on written demand made by the Landlord within six months after the date such disclaimer accept from the Landlord a further Lease of the Premises at the several Rents therein reserved (with provisions so far as applicable for a review of such Rents) for a term equal in duration to the residue remaining unexpired of the Term at the time of the grant of such Lease to the Assignor such Lease to contain the like Tenant's and Landlord's covenants respectively and the like provisos and conditions in all respect (including the proviso for re-entry) as are contained in the Lease and the Assignor shall within 28 days of being requested to execute and deliver to the Landlord a counterpart Lease reimburse to the Landlord the amount of the Landlord's Solicitors proper legal costs and disbursements (together with any Value

Added Tax payable thereon) relative to the preparation and completion of the said Lease and Counterpart.

4. The Assignor shall continue to be liable for and nothing in this Agreement shall waive or be deemed to waive any breach by the Assignor of any of its obligations under the Lease occurring before the date on which the Lease is assigned to the Assignee.
5. The obligations of the Assignor are in addition to any other security held by or given to the Landlord for payment of Rents due from the Assignee and for the performance of its other obligations under the Lease.
6. The Assignor waives any right, which it would otherwise have to require the Landlord to proceed against the Assignee or to pursue any other remedy available to the Landlord before proceeding against the Assignor.
7. The Assignor shall not submit any claim or exercise any rights against the Assignee in competition with the Landlord until the liabilities contained or referred to in this Agreement have been discharged nor shall the Assignor be entitled to participate in any security held by the Landlord in respect of the Assignees obligations or stand in the place of the Landlord in respect of such security until all liabilities contained referred to in this Agreement have been discharged.
8. The benefit of this Authorised Guarantee Agreement shall pass on the sale of and or transfer of the reversion of the Lease without any need for an express Assignment of it.
9. Each of the Provisions of this Agreement is severable from the others. Any Provisions which are illegal or invalid or unenforceable shall be severed from the others without affecting or impairing the remainder of the Agreement.
10. The Assignor shall pay the proper costs charges fees expenses plus VAT incurred by the Landlord in connection with the preparation and completion of this Agreement.
11. (a) Any notices requiring to be served hereunder or under the Lease shall be deemed sufficiently served on the Assignor if posted by First Class or left addressed to the Assignor at the Premises or left at the Assignor's last known residential address place of business or abode in the United Kingdom and on the Landlord if delivered at its registered office for the time being and a notice sent by post shall be deemed to be given at the time when in due course of

post would be delivered at the address to which it has been sent.

- (b) The Assignor's registered office or last known residential address or place of business or abode in the United Kingdom shall be deemed to be that referred to herein or any subsequent address of which the Assignor serves written Notice on the Landlord.

IN WITNESS whereof the parties have hereunto set their hands and seal this day and year first above written

KR

Executed

~~SIGNED~~ as a DEED by MAZARA PROPERTIES LIMITED

acting by a director in the presence of:

DIRECTOR

Signature:

Name (in block capitals)

Kulwinder S Dhaliwal LLB (Hons)
Solicitor.....

WITNESS

Signature:

Name (in block capitals)

TERESA NICHOLAS.....

Address:

Kidd Rapinet LLP
392. Edinburgh Avenue
Slough Trading Estate
Slough
SL1 4UF.....

SIGNED as a DEED

by the said

BHUPINDER PUREWAL

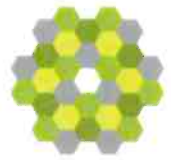
in the presence of:

WITNESS

Signature:

Name (in block capitals)

Address:



©Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026314



KS Ltd