

DATED

27 November 2023

LEASE

relating to

Second Floor Office Suite
48 The Grove
Ilkley
West Yorkshire

between

CHEVIN PROPERTIES LIMITED

and

HEATHPARK LONDON LTD

This deed is dated

27 November

2023

Parties

- (1) CHEVIN PROPERTIES LIMITED incorporated and registered in England and Wales with company number 01024842 whose registered office is at Building Society Chambers, Wesley Street, Otley, LS21 1AZ (**Landlord**)
- (2) HEATHPARK LONDON LTD incorporated and registered in England and Wales with company number 08503089 whose registered office is at 21a Brook Street, Ilkley, LS29 8AA (**Tenant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at the rate of £7,500 per annum.

Break Date: [27 November] 2025.

Break Notice: written notice to terminate this lease on the Break Date specifying the Break Date and served in accordance with this lease.

Building: 48 The Grove, Ilkley shown edged blue on the plan attached to this deed marked Plan 2.

Common Parts: the Building other than the Property, the ground floor shop and the other office suites at the Building.

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

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

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

Insolvency Event: subject to clause 1.14, any one or more of the following:

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

Interest Rate: 4% per annum above the base rate from time to time of Barclays Bank PLC.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use as offices.

Property: the part of the Second floor of the Building, the floor plan of which is shown edged red on the plan attached to this lease marked Plan 1, bounded by and including the internal wall and ceiling finishes and floor coverings of that part and the windows and window frames in those walls, but excluding all Service Media which are within that part but which do not serve it exclusively and excluding any load bearing or structural part.

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

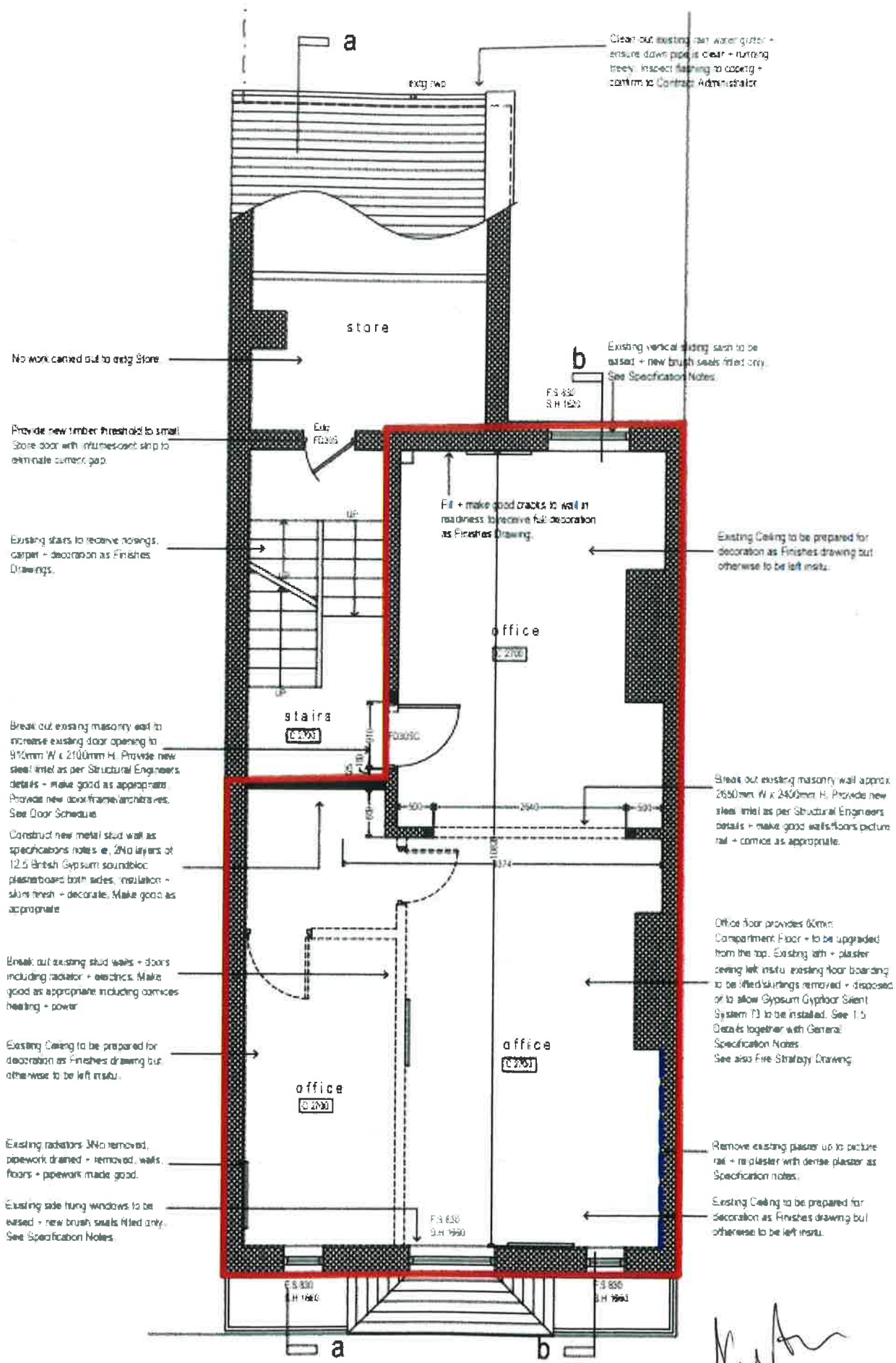
Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Term: a term of three (3) years beginning on, and including the date of this lease.

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.4 Unless the context otherwise requires, references to the **Building**, the **Common Parts** and the **Property** are to the whole and any part of them or it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.12 Clause headings shall not affect the interpretation of this lease.
- 1.13 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 For the purposes of the definition of **Insolvency Event**:

PLAN 1

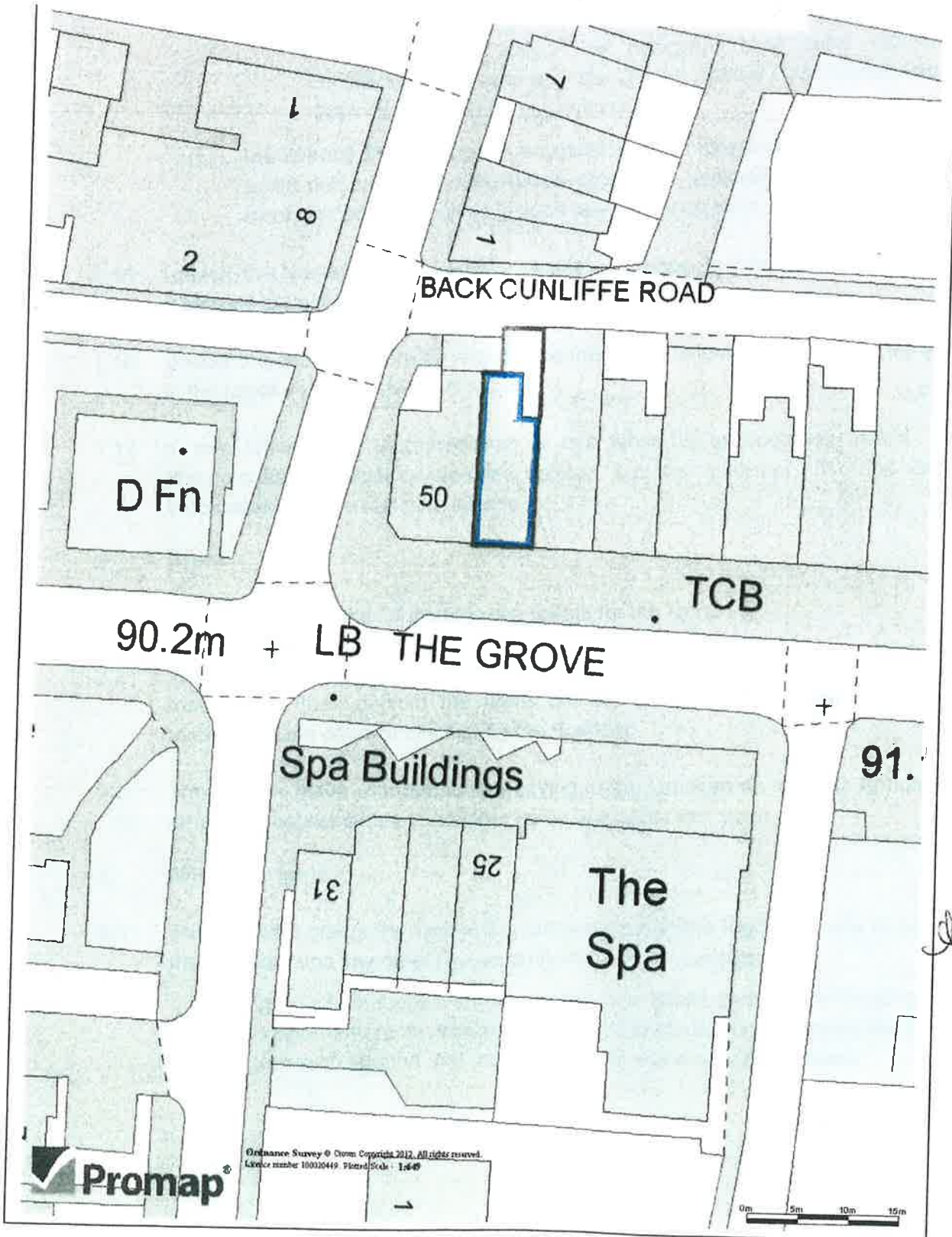


SECOND FLOOR 1:50 @A1

Handwritten signature: Peter Barker

PLAN 2

Kate Parker



Ordnance Survey © Crown Copyright 2012. All rights reserved.
License number 100020419. Plotter Scale: 1:40



- (a) where any of the paragraphs in that definition apply in relation to:
- (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
- (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

- 1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to all rights, restrictions and covenants affecting the Building.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**) to use in common with the Landlord and any other person authorised by the Landlord:
- (a) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease;

- (b) the right to use the Common Parts for the purposes of access to and egress from the Property; and
- (c) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;

3.2 In relation to the Right mentioned in clause 3.1(s), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.3 The Tenant shall exercise the Rights:

- (a) only in connection with its use of the Property for the Permitted Use and in a manner that is consistent with its obligations in clause 11.2;
- (b) in accordance with any regulations made by the Landlord as mentioned in clause 11.5; and
- (c) in accordance with all relevant laws.

3.4 Immediately after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove all entries on the Landlord's title (if any) relating to the easements granted by this lease and shall ensure that any requisitions raised by HM 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.

4. Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):

- (a) rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term;
- (b) the right to:
 - (i) use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - (ii) install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property); and
 - (iii) re-route any Service Media mentioned in this clause 4.1(b);

- (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other property at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant; and
- (d) at any time during the Term, the full and free right to develop land other than the Building, whether or not such land is owned by the Landlord, as the Landlord may think fit.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

5. The Annual Rent and other payments

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on the first day of each month.

5.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next rent payment date.

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

5.4 The Tenant shall pay all rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord except as to questions of law and in the absence of any manifest error) of the total.

- 5.5 The Tenant shall pay to the Landlord on demand a reasonable and fair proportion (determined by the Landlord acting reasonably) of the costs and expenses incurred by the Landlord in complying with its obligations under clause 7 of this lease.
- 5.6 The tenant shall pay to the Landlord on demand a reasonable and fair proportion (determined by the Landlord acting reasonably) of the costs and expenses incurred by the Landlord in complying with its obligations under clause 7 of this lease.
- 5.7 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 5.8 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 5.9 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 5.10 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

6. Insurance

- 6.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.
- 6.2 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not

repaired the Building so as to make the Property fit for occupation and use within 12 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

6.3 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, then provided that:

- (a) the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Building with the actual or implied authority of the Tenant[; and
- (b) the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 12 months of it having been damaged or destroyed,

the Tenant may determine this lease by giving notice to the Landlord.

6.4 If the Building is destroyed or damaged by a risk against which the Landlord is not obliged to insure pursuant to clause 6.1, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 12 months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.

6.5 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of 12 months mentioned in clause 6.3(b) or the period of 12 months mentioned in clause 6.4 had ended), then:

- (a) payment of the Annual Rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended; and
- (b) the Tenant shall not be liable to carry out any works of repair to the Property

until the Building has been repaired so as to make the Property fit for occupation and use or, if earlier, this lease is terminated.

6.6 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

6.7 Nothing in this clause shall oblige the Landlord to repair the Building.

7. Services

7.1 The Landlord shall use its reasonable endeavours:

- (a) to keep the Common Parts clean and tidy and the internal Common Parts adequately lit;

- (b) to clean the outside of the windows of the Building as often as is reasonably necessary; and
- (c) to keep the Service Media at the Building and owned by the Landlord in reasonable working order.

7.2 The Landlord shall not be liable for any loss or inconvenience arising from any failure or interruption of any service mentioned in clause 7.1 (or any other service provided by the Landlord) due to the carrying out of any necessary repairs or servicing nor due to any act or omission that is beyond the reasonable control of the Landlord (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

8. Prohibition of dealings

The Tenant shall not:

- (a) underlet, charge, part with or share possession or share occupation of this lease or the whole or part of the Property;
- (b) assign part only of the Property;
- (c) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement;
- (d) hold the lease on trust for any person (except by reason only of joint legal ownership); or
- (e) grant any right or licence over the Property in favour of any third party.

9. Assignments

9.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

9.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;

- (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement; or
 - (c) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in favour of the Landlord in such form as the Landlord may reasonably require; or
 - (d) a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.

9.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

- (a) the Annual Rent or any other sum due under this lease [(where that other sum is not the subject of a genuine dispute with the Landlord)] is outstanding;
- (b) there is a material breach of covenant by the Tenant that has not been remedied; or
- (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

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

10. Repairs, decoration, alterations and signs

10.1 The Tenant shall keep the Property clean and tidy, including cleaning the inside but not the outside of the windows at the Property, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.

- 10.2 The Tenant shall replace any plate glass or other window glass that becomes cracked or broken.
- 10.3 In the last three months before the end of the Term the Tenant shall decorate the Property and, if reasonably required by the Landlord, replace the floor coverings using materials and colours to match the existing floor coverings, the cost of such replacement floor coverings to be met equally by the Landlord and the Tenant.
- 10.4 The Tenant shall keep the Property in good repair.
- 10.5 The Tenant shall not make any alteration to the Property provided that non-structural sub-division of the Property may be permitted with the Landlord's written consent.
- 10.6 The Tenant shall not install, or alter the route of, any Service Media at and forming part of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 10.7 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building other than transparent window film displaying the Tenant's name and logo on the second floor windows. The Tenant may place a nameplate of a design and in a position on the Common Parts as are approved by the Landlord.
- 10.8 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

11. Use

- 11.1 The Tenant shall not use the Property for any purpose except the Permitted Use.
- 11.2 The Tenant shall not use the Property or exercise any of the Rights:
- (a) for any illegal purpose; or
 - (b) for any purpose in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; or
 - (c) in any way that would vitiate the Landlord's insurance of the Building; or

(d) in a manner that would interfere with any right subject to which this lease is granted.

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

11.4 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Property; and
- (c) all materials kept at or disposed from the Property.

11.5 The Tenant shall observe all regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use of the Common Parts and the management of the Building.

12. Energy Performance Certificates

12.1 The Tenant shall:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.

12.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

13. Returning the Property to the Landlord

13.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this lease having removed from the Property all chattels belonging to or used by it and removed any alterations permitted under clause 10.5 and making good thereafter to the satisfaction of the Landlord.

13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the

Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

14. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Property or the Common Parts with its actual or implied authority.

15. Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

16. Re-entry and forfeiture

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition or tenant covenant of this lease; or
- (c) an Insolvency Event.

16.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

17. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

17.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

17.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

18. Joint and several liability

18.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

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

18.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

19. Entire agreement

19.1 This lease constitutes the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

19.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies has given to any written enquiries raised before the date of this lease.

19.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

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

20. Governing law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of it or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

21. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

22. Miscellaneous

22.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) [KEITH PARKER] who was duly authorised by the Tenant to do so made a statutory declaration dated [24 NOVEMBER] 2023 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

22.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

22.3 This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

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

23. Tenant's Break Clause

23.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least six (6) months before the Break Date.

23.2 A Break Notice served by the Tenant shall be of no effect if, at the Break:

- (a) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
- (b) vacant possession of the whole of the Property is not given.

23.3 Subject to 23.2 following service of a Break Notice this lease shall terminate on the Break Date.

23.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

23.5 If this lease terminates in accordance with clause 23.1 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent,

and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

SIGNED as a Deed by **CHEVIN PROPERTIES** }
LIMITED acting by a Director in the }
presence of }

Director

Witness Signature

Print Name

Address

.....

.....

SIGNED as a Deed by **HEATHPARK LONDON** }
LTD acting by a Director in the }
presence of }

Director



Witness Signature 

Print Name **SARAH JOY**

Address

NEWSTEAD & WALKER
Mercury House
Mercury Row
Otley LS21 3HQ

.....