

DATED 12th **DAY OF** MARCH **2018**

- (1) VENUS PROPERTIES LIMITED**
- (2) M S FOODS LIMITED**
- (3) EPPING DEVELOPMENTS LIMITED**
- (4) MOHAMMED SAGHIR also known as
MOHAMMED SAGHIR MAJID**

**LICENCE TO ASSIGN AND AUTHORISED GUARANTEE
AGREEMENT**

**LEASE RELATING TO:
GROUND FLOOR AND BASEMENT
33-39 MANCHESTER STREET
LUTON
LU1 2QD**



LEWIS TERRANCE ROSE
- SOLICITORS -

**LEWIS TERRANCE ROSE
BLOCK F SOUTHGATE OFFICE VILLAGE
288 CHASE ROAD
LONDON
N14 6HF**

**WEB : www.lewisterrancerose.co.uk
TEL NO : 020 8920 9970
FAX NO : 020 8920 9971
REF : RD/VEN0003/24**

This Licence is dated this

12th

day of

March

2018

PARTIES

- (1) **VENUS PROPERTIES LIMITED** (a company incorporated in England and Wales with Company Registration Number 02062694) whose registered office is situate at 56a Haverstock Hill, London, NW3 2BH ("Landlord")
- (2) **M S FOODS LIMITED** (a company incorporated in England and Wales with Company Registration Number 03180176) whose registered office is situate at 52 Camford Way, Sundown Park Luton, Bedfordshire, LU3 3AN ("Tenant")
- (3) **EPHING DEVELOPMENTS LIMITED** (a company incorporated in England and Wales with Company Registration Number 10787188) whose registered office is situate at Windsor House 9-15 Adelaide Street, Luton, England, LU1 5BJ ("Assignee")
- (4) **MOHAMMED SAGHIR also known as MOHAMMED SAGHIR MAJID** of 274 Dunstable Road, Luton, LU4 8JL ("Surety")

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenants.
- (D) The Tenants intend to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord for that assignment.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Authorised Guarantee

Agreement : the authorised guarantee agreement incorporated into this licence in the form set out in the Schedule 1.

Lease : a lease of **Ground Floor and Basement, 33-39 Manchester Street, Luton LU1 2QD** dated **20 December 2013** and made between Venus Properties Limited of the first part and the Tenants of the other part, and all documents supplemental or collateral to that lease.

LTA 1954

:

Landlord and Tenant Act 1954.

Property

:

Ground Floor and Basement, 33-39

Manchester Street, Luton LU1 2QD as more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.3 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax but not e-mail.
- 1.13 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

1.15 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.

1.16 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. CONSENT TO ASSIGN

2.1 In consideration of the obligations on the Assignee and the Tenants in this licence, the Landlord consents to the Tenants assigning the Lease to the Assignee.

2.2 This consent is valid for three months from (and including) the date of this licence. If the assignment has not been completed within that time, the Landlord may give notice to the Tenants extending the period of validity. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except clause 2.1 shall remain in force.

2.3 It is a condition of this consent that the Tenants enter into the Authorised Guarantee Agreement.

2.4 This consent does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. OBLIGATIONS RELATING TO THE ASSIGNMENT

3.1 The Assignee shall not occupy, and the Tenants shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.

3.3 Within one month after completion of the assignment, the Assignee shall notify the Landlord of completion and send the Landlord a certified copy of the assignment.

3.4 The Assignee shall apply for registration of the assignment at HM Land Registry within one month following completion of the assignment. The Assignee shall ensure that any requisitions raised by HM Land Registry in connection with its application to register the assignment are dealt with promptly and properly. The Assignee shall send the Landlord official copies of its title within one month after the registration has been completed.

4. AUTHORISED GUARANTEE AGREEMENT

- 4.1 The Tenants jointly and severally covenant to observe and perform the obligations set out in the Authorised Guarantee Agreement set out in Schedule 1 hereof.
- 4.2 The obligations on the Tenants in the Authorised Guarantee Agreement are made in consideration of the consent granted in clause 2.1 and the Authorised Guarantee Agreement is made pursuant to the condition in clause 2.3.
- 4.3 The Authorised Guarantee Agreement shall take effect on the date the Tenants are released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, and shall continue until the end of the term of the Lease (however it may end) and during any statutory continuation of it, or until the Assignee is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 4.4 For the avoidance of doubt, references in the Authorised Guarantee Agreement to the Lease are to the Lease as varied by this licence.

5. SURETY

The Surety in consideration of this Assignment hereby covenants with the Landlord in the terms Part 1 and Part 2 of Schedule 2

6. COSTS

On completion of this licence the Tenants shall pay the reasonable costs and disbursements properly incurred of the Landlord's solicitors including any costs and disbursements properly incurred or to be incurred in registering this licence. This obligation extends to reasonable costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

7. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occur.

8. INDEMNITY

- 8.1 The Tenants shall indemnify the Landlord against all liabilities, reasonable costs, expenses, damages and losses properly suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence by the Tenants.
- 8.2 The Assignee shall indemnify the Landlord against all liabilities, reasonable costs, expenses, damages and losses properly suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence by the Assignee.

9. NOTICES

Any notice given under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service shall be deemed to have been delivered on the second working day after posting.

10. LIABILITY

10.1 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 licence or the assignment. 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.

10.2 Where the Assignee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Assignee arising under this licence or the assignment. 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.

10.3 Where the Guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Guarantor arising under this licence or the assignment. 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.

11. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

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

Schedule 1 - Authorised Guarantee Agreement

1. GUARANTEE AND INDEMNITY

- 1.1 The Tenant guarantees to the Landlord that the Assignee shall pay the rents reserved by the Lease and any interim rent determined under the LTA 1954 and observe and perform the tenant covenants of the Lease and that if the Assignee fails to pay any of those rents or to observe or perform any of those tenant covenants, the Tenant shall pay or observe and perform them.
- 1.2 The Tenant covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 to indemnify and keep indemnified the Landlord against any failure by the Assignee either:
- (a) to pay any of the rents reserved by the Lease and any interim rent determined under the LTA 1954; or
 - (b) to observe or perform any of the tenant covenants of the Lease.

2. TENANT'S LIABILITY

- 2.1 The liability of the Tenant shall not be reduced, discharged or otherwise adversely affected by:
- (a) any time or indulgence granted by the Landlord to the Assignee (or to any person to whom the Assignee has assigned the Lease pursuant to an assignment that is an excluded assignment under section 11 of the Landlord and Tenant (Covenants) Act 1995);
 - (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them;
 - (c) any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
 - (d) the Landlord exercising any right or remedy against the Assignee for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease;
 - (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Assignee's liability to pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease (including the release of any such security);

- (f) a release or compromise of the liability of any one of the persons who is the Tenant, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Assignee or any invalidity or irregularity of any of the tenant covenants of the Lease or any unenforceability of any of them against the Assignee;
- (h) the Assignee being dissolved or being struck off the register of companies or otherwise ceasing to exist;
- (i) without prejudice to paragraph 4, the disclaimer of the liability of the Assignee under the Lease;
- (j) the surrender of the Lease in respect of part only of the Property, except that the Tenant shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- (k) any other act or omission except an express written release by deed of the Tenant by the Landlord.

2.2 The liability of each of the persons making up the Tenant is joint and several.

2.3 Any sum payable by the Tenant under this authorised guarantee agreement shall be paid without any deduction, set-off or counter-claim against the Landlord or the Assignee.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Tenant shall not be released by any variation of the rents reserved by, the Lease pursuant to a rent review, whether or not:

- (a) the variation is material or prejudicial to the Tenant; or
- (b) the variation is made in any document; or
- (c) the Tenant has consented, in writing or otherwise, to the variation.

3.2 Except to the extent that the liability of the Tenant is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995, the Tenant's liability under this authorised guarantee agreement shall apply to:

- (a) the rents reserved by the Lease as varied and any interim rent determined under the LTA 1954; and
- (b) the tenant covenants in the Lease.

4. TENANT TO TAKE A NEW LEASE

- 4.1 If the liability of the Assignee under the Lease is disclaimed and the Landlord gives the Tenant written notice within six months after the Landlord receiving notice of that disclaimer, the Tenant shall enter into a new lease of the Property on the terms set out in paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect from the date of the disclaimer and the new lease shall:
- (a) be granted subject to the right of any person to have the Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - (b) be for a term that expires at the same date as the end of the contractual term granted by the Lease had there been no disclaimer;
 - (c) reserve as an initial annual rent an amount equal to the rent which is first reserved by the Lease on the date of the disclaimer (subject to paragraph 5) and which is subject to review on the same terms and dates provided by the Lease; and
 - (d) otherwise be on the same terms as the Lease (as varied if there has been any variation other than a variation in respect of which and to the extent that the Tenant is not liable by virtue of section 18 of the Landlord and Tenant (Covenants) Act 1995).
- 4.3 The Tenant shall pay the Landlord's solicitors costs and disbursements (on a full indemnity basis) and any VAT on them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Tenant shall be without prejudice to any other rights which the Landlord may have against the Tenant or against any other person or in respect of any other security that the Landlord may have in connection with the Lease.

5. RENT AT THE DATE OF DISCLAIMER

- 5.1 If at the date of the disclaimer there is a rent review pending under the Lease, then:
- (a) the rent to be first reserved by the new lease shall be the open market rent of the Property as at the review date under the Lease in respect of which the rent review is pending. The open market rent at that date shall be agreed or determined in the same manner and on the same basis as is prescribed in the new lease for subsequent rent reviews;

- (b) until the rent is agreed or determined the rent first reserved by the new lease shall be payable at the rate that was payable under the Lease immediately before the disclaimer; and
 - (c) the provisions in the new lease relating to the payment of any shortfall and interest following agreement or determination of a rent review shall apply in relation to any shortfall between the rent payable under paragraph 0 and the rent first reserved (as determined in accordance with paragraph 0), in respect of the period after the date of the disclaimer.
- 5.2 If at the date of the disclaimer the rent reserved by the Lease has been abated or suspended, then, for the purposes of this authorised guarantee agreement, the initial rate of the rent first reserved by the new lease shall be deemed to be the full amount which would have been payable under the Lease at the date of the disclaimer but for the abatement or suspension, but without prejudice to the provisions relating to abatement or suspension to be contained in the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE TENANT

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

7. OTHER SECURITIES

- 7.1 The Tenant warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Assignee in respect of any liability of the Assignee to the Tenant. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This authorised guarantee agreement is in addition to and independent of any other security that the Landlord may from time to time hold from the Tenant or the Assignee or any other person in respect of the liability of the Assignee to pay the rents reserved by the Lease and to

observe and perform the tenant covenants of the Lease. It shall not merge in or be affected by any other security.

- 7.3 The Tenant shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Assignee to pay the rents reserved by the Lease or to observe and perform the tenant covenants of the Lease.

SCHEDULE 2

Part 1

Surety Provisions

Surety's Obligations

- 1 That the Tenant will at all times during the Term pay the rents reserved by this Lease on the days and in manner provided for in this Lease and will duly observe and perform all the covenants and conditions contained in this Lease and on the part of the Tenant to be observed and performed and that if the Tenant shall default in any respect to pay the said rents or any of them in the manner aforesaid or to observe and perform the said covenants and conditions or any of them the Surety will on demand fully observe perform and discharge the same or in respect of any judgement or order made against the Tenant AND without prejudice to the generality of the foregoing the Surety HEREBY FURTHER COVENANTS by way of primary obligation and not merely liability as a guarantor or merely collateral to that of the Tenant to pay and make good to the Landlord forthwith on demand any reasonable losses costs damages and expenses occasioned to the Landlord arising directly or indirectly out of or by reason of any default of the Tenant in respect of any of its obligations under the terms and provisions of this Lease AND any neglect or forbearance on the part of the Landlord in enforcing or giving time for or other indulgence in respect of the observance or performance of any of the said agreements provisions and conditions (other than a release given under seal) and any surrender of part or parts of the Premises shall not release the Surety from its liability under the agreement or guarantee on its part contained in this Lease
2. That:
 - 2.1 If the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator disclaims this Lease or
 - 2.2 If the Tenant is dissolved or struck off the register and the Crown disclaims this Lease or
 - 2.3 If the Tenant ceases for any reason to be or to remain liable under this Lease or to maintain its corporate existence (otherwise than by merger consolidation or other similar corporate transaction in which the surviving corporation assumes or takes over all the liabilities of the Tenant under this Lease) or
 - 1.4 If this Lease shall be forfeited

the landlord may within six months following any such event by notice in writing require the Surety to enter into a lease in the like form as this Lease for the residue of the Term unexpired at the date of such event (or which but for any such disclaimer forfeiture or other event would

have remained unexpired) but with the Surety as tenant thereunder at the same rents and subject to the like covenants provisions and conditions as are herein contained as a substitute in all respects for the Tenant under this Lease and so that every Review Date thereunder shall occur on the same date as every Review Date hereunder shall occur or would but for any such disclaimer forfeiture or other event have occurred (the said new lease and the rights and liabilities thereunder to take effect as from the date of such disclaimer forfeiture or other event) and the Surety shall thereupon execute and deliver to the Landlord a counterpart of the new lease in exchange for the relevant lease executed by the Landlord and contemporaneously therewith the Surety as tenant shall pay the first instalments of the rents due

Part 2

Agreements

1. The Landlord shall not be obliged before enforcing any of its rights or remedies against the Surety to take any proceedings or obtain any judgement against the Tenant in any Court or to make or file any claim for bankruptcy or liquidation of the Tenant and the terms of this Clause shall be a continuing guarantee and shall remain in full force and effect until each and every part of the obligations and covenants on the part of the Tenant shall have been discharged and performed in full (subject to any release under seal as aforesaid and save as hereinafter provided)
2. The Surety shall rank in respect of any sums paid by the Surety under this Lease and in respect of any other rights which accrue howsoever to the Surety in respect of any sums so paid or liabilities incurred hereunder or in the observance performance or discharge of the obligations and covenants on the part of the Tenant and be entitled to enforce the same only after all obligations and covenants shall have been observed performed and discharged in full and the Surety shall not
 - 2.1 Seek to recover whether directly or by way of set-off lien counterclaim or otherwise or accept any money or other property or security or exercise any rights in respect of any sum which may be or become due to the Surety on account of failure by the Tenant to observe perform or discharge the said obligations or covenants or the obligations of the Surety hereunder from the Tenant or any third party nor
 - 2.2 Claim prove for or accept any payment in any composition or by winding up or liquidation of the Tenant in competition with the Landlord for any amount whatsoever owing to the Surety by the Tenant on any account whatsoever nor
 - 2.3 Exercise any right or remedy in respect of any amount paid by the Surety under this Lease or any liability incurred by the Surety in observing performing or discharging the said obligations and covenants on the part of the Tenant and the Surety shall not be entitled to any right of proof in the bankruptcy or liquidation of the Tenant or any other right of a guarantor discharging his liability in respect of

the said obligations and covenants unless and until all of the same shall first have been paid observed performed and discharged in full

3. The liability of the Surety under this Lease shall not be released impaired diminished or affected by the release of any one or more persons from time to time comprised in the Surety nor by any variation in or addition to this Lease with or without the consent of the Surety (and whether or not such variation or addition shall increase the liabilities of the Tenant or the Surety hereunder) and the obligations on the part of the Surety contained in this Lease shall subsist in relation and by reference to the obligations and covenants on the part of the Tenant as from time to time varied or added to
4. To the extent that the Surety is entitled to any right of immunity from any judicial proceedings from the granting of any form of relief in any proceedings from attachment of its property or assets or from execution of judgement on the ground of sovereignty or otherwise in respect of any matter arising out of or relating to its obligations under this Lease the Surety does hereby and will irrevocably waive such right for the benefit of the Landlord and consents to the giving of any such relief or the issue of any such proceedings or process of attachment or execution by the Landlord

Executed as a Deed by)
VENUS PROPERTIES LIMITED)
Acting by LUCY KATSANTONIS)
A director) Signature of Director
In the presence of)

.....
Signature of Witness

.....
Name and address of witness

Executed as a Deed by)
M S FOODS LIMITED)
Acting by Mohammed Saghir)
A director)
In the presence of:)


.....
Signature of Director

Signature of Witness)


.....

Name of Witness)

.....**KABIR KHAN (SOLICITOR)**.....

Address of Witness)

HARLINGTON LAW
10-12 Alma Street
Luton. LU1 2PL
.....

Occupation of Witness)

.....**HARLINGTON LAW**.....
10-12 Alma Street
Luton. LU1 2PL
01582 966370
.....info@harlingtonlaw.com.....

Executed as a Deed by)
EPPING DEVELOPMENTS LIMITED)
Acting by Mohammed Saghir)
A director)
In the presence of:)


.....
Signature of Director

Signature of Witness)


.....

Name of Witness)

.....**KABIR KHAN (SOLICITOR)**.....

Address of Witness)

HARLINGTON LAW
10-12 Alma Street
Luton. LU1 2PL
.....

Occupation of Witness)

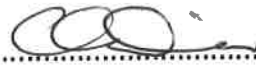
.....**HARLINGTON LAW**.....
10-12 Alma Street
Luton. LU1 2PL
01582 966370
.....info@harlingtonlaw.com.....

Executed as a Deed by)
MOHAMMED SAGHIR also known)
as MOHAMMED SAGIR MAJID)
In the presence of:)



.....

Signature of Witness)



.....

Name of Witness)

KABIR KHAN (SOLICITOR)
.....**HARLINGTON LAW**.....

Address of Witness)

10-12 Alma Street
Luton. LU1 2PL
.....

Occupation of Witness)

.....

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