

DATED

11th October

2023

WOODGREEN VENTURES LIMITED (1)

-and-

NECMI EMRE OZDEMIR (2)

-and-

OMER ALI TURUNC & ALI AYDIN (3)

LICENCE TO ASSIGN AND AUTHORISED
GUARANTEE AGREEMENT
Re: 56 Chetwynd Road London NW5 1DJ

THIS LICENCE is made the 11th day of October 2023

BETWEEN:

1. **WOODGREEN VENTURES LIMITED** (CRN 11212388) whose registered office is situated at 20 Goodge Place London W1T 4SH ("the Landlord")
2. **NECMI EMRE OZDEMIR** of 68 Chestnut Road, Enfield EN3 6SY ("the Tenant")
3. **OMER ALI TURUNC** of 233a Nether Street, London N3 1NT & **ALI AYDIN** of 16 Lido Square, London, Merseyside N17 6AQ ("the Assignee")

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 remains vested in the Tenant
- (D) The Tenant intends 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

- 1.1 The definitions and rules of interpretation set out in this clause apply to this licence

Authorised Guarantee Agreement

the authorised guarantee agreement set out in the Schedule to this licence

Lease

shall mean a Lease dated 3rd July 2013 and made between RONALD MICHAEL HARRIS and COLSTON TRUSTEES LIMITED (as Trustees of the Curtis Banks SIPP-RM Harris) (1) LURE FOODS LLP (2) as varied by a Variation of Existing

Underlease and Reversionary Underlease dated 9th November 2017 and made between RONALD MICHAEL HARRIS LORETTA HARRIS CHARLOTTE HENDALL AND NSS TRUSTEES LIMITED (as Trustees of the Larwodian Trust) (1) LURE FOODS LLP (2) and being for a total term expiring 24th December 2032

Property

56 Chetwynd Road London NW5 1DJ as more particularly described in and demised by the Lease

Rent Deposit Deed

a Deed in the form annexed hereto and marked "Annex 1"

- 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 cognate 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 the Land Registry or with the Landlord
- 1.5 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment extension application or re-enactment and includes any subordinate laws for the time being in force made under it
- 1.6 A person includes a corporate or unincorporated body
- 1.7 Except where a contrary intention appears a reference to a clause or Schedule is a reference to a clause of or Schedule to this licence and a reference in a Schedule to a paragraph is to a paragraph of that Schedule
- 1.8 Clause Schedule and paragraph headings do not affect the interpretation of this licence

2. CONSENT TO ASSIGN

- 2.1 In consideration of the obligations on the Assignee and the Tenant in this licence and at the request of the Tenant the Landlord consents to the Tenant 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 Tenant 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 Tenant enters into the Authorised Guarantee Agreement

2.4 It is also a condition of this consent that the Assignee enters into the Rent Deposit Deed

3. OBLIGATIONS RELATING TO THE ASSIGNMENT

3.1 The Assignee hereby covenants with the Landlord that as and from the date of the assignment to be made pursuant to the licence hereinbefore granted and henceforth during the residue of the term granted by the Lease the Assignee will pay the rents thereby reserved and to become due and payable thereunder and shall perform and observe the lessees covenants contained therein and shall produce to the Landlord's Solicitors a certified copy of the assignment (together with the appropriate registration fee) after completion for registration in accordance with the provisions of the Lease.

3.2 The Assignee shall apply for registration of the assignment of the Lease (transfer) at the Land Registry within one month following completion of the assignment. The Assignee shall ensure that any requisitions raised by the Land Registry in connection with its said 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 obligations on the Tenant 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

4.2 The Authorised Guarantee Agreement shall take effect on the date the Assignee becomes bound by the tenant covenants of the Lease and shall continue until the end of the term of the Lease (however it may end) and during any agreed or statutory continuation of it or until the Assignee is released from the tenants covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995 if earlier

5. COSTS

On completion of this licence the Tenant shall pay the reasonable costs and disbursements of the Landlord's solicitors in connection with this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements

6. 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 provisions for re-entry in the Lease occurs

7. INDEMNITY

The Tenant shall indemnify the Landlord against all costs and claims arising from any breach by the Tenant of the terms of this licence and the Assignee shall indemnify the Landlord against all proper costs and claims arising from any breach by the Assignee of the terms of this licence

8. NOTICES

Any notice given pursuant to this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or recorded delivery or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post

9. LIABILITY

- 9.1 The obligations of the Tenant and the Assignee in this licence are owed to the Landlord and are made in consideration of the consent granted in Clause 2.1
- 9.2 If the Tenant or the Assignee is more than one person then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this licence or the assignment. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this licence shall not have any rights under or in connection with it by virtue of 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

**THE SCHEDULE
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 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 a separate and independent primary obligation to indemnify the Landlord against any failure to pay any of the rents reserved by the Lease or any failure to observe or perform any of the tenant covenants of the Lease by the Assignee

2. TENANTS LIABILITY

- 2.1 The liability of the Tenant shall not be 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); or
 - 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; or
 - 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; or

- 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; or
- 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); or
- 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; or
- h) the Assignee being dissolved or being struck off the register of companies or otherwise ceasing to exist or in the case of an individual being declared bankrupt or dying; or
- i) without prejudice to paragraph 4 the disclaimer of the liability of the Assignee under the Lease; or
- j) the surrender of part 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 of the Tenant by the Landlord

2.2 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 at the request of the Landlord joint in and give its consent to the terms of any licence consent variation or other document that may be entered into by the Assignee in connection with the Lease
- 3.2 Whether or not the Landlord has requested that the Tenant join in any such document and whether or not the Tenant has done so the Tenant shall not be release by any variation of the rents reserved by or

the tenant covenants of the Lease whether or not the variation is material or prejudicial to the Tenant and whether or not it is made in any document

3.3 The liability of the Tenant under this authorised guarantee agreement shall apply to the rents reserved by and the tenant covenants of the Lease as varied 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 to the variation

except to the extent that the liability of the Tenant is affected by Section 18 of the Landlord and Tenant (Covenants) Act 1995

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 Landlords 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 the relevant review date in the Lease shall also be a rent review date in the new lease. The rent to be first reserved by the new lease shall be the open market rent of the Property at the relevant review date as agreed or determined in accordance with the new lease. Until that agreement or determination the rent first reserved by the new lease shall be payable at the rate that was payable under the Lease immediately before the disclaimer. 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 and the rent first reserved as agreed or determined in respect of the period after the date of the disclaimer

5.2 If at the date of the disclaimer there is any abatement or suspension of the rent reserved by the Lease then for the purposes of this agreement that rent shall be deemed to be the amount which would be reserved by the Lease 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 his 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 guarantee and indemnity

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 guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord

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 obligations of the Tenant under this guarantee and indemnity 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 any other security that the Landlord may at any 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

EXECUTED as a DEED by the said)
WOODGREEN VENTURES LIMITED)
acting by one director)
in the presence of:)



DIRECTOR

Witness signature: 

Name: Poonam Khambhayata

Address: Flat 1, 3 Kenton Avenue HA12BN

Occupation: Operation Assistant

EXECUTED as a DEED by the said

OMER ALI TURUNC & ALI AYDIN

in the presence of:

)
)
)



Witness signature:



Name:

BILAL KHALID.

Address:

13b Stratheden Parade.
London, SE3 7SY.

Occupation:

Head of Operation.

