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DATED 20th April 1995

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*wide scope  
26/5/95*

NATIONAL WESTMINSTER BANK PLC

- and -

MANORFIND LIMITED

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LEASE

- of -

Ground Floor and Basement Premises  
at Maresfield Court  
106a 106b and 106c Finchley Road  
Hampstead in the London Borough of Camden

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Jay Benning Levine & Peltz  
One Great Cumberland Place  
London W1H 7AL

**HM LAND REGISTRY**  
**Land Registration Acts 1925 to 1988**

**LEASE OF PART**

County and District  
or London Borough  
Title Number  
Property

INLAND REVENUE  
PRODUCED  
16 MAY 1995  
FINANCE ACT 1995  
H

Casa Giovanni Ground Floor and Basement premises at  
Maresfield Court 106a 106b and 106c Finchley Road  
Hampstead



THIS LEASE is made the *20th* day of *April* 1995 BETWEEN : NATIONAL WESTMINSTER BANK PLC whose registered office is at 41 Lothbury London EC2P 2 (hereinafter called "the Landlord") of the one part and MANORFIND LIMITED whose registered office is at 50-60 Berners Street London W1 (hereinafter called "the Tenant") of the other part

**1 Definitions and Interpretation**

- 1.1 The expression "the Landlord" shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created
- 1.2 The expression "the Tenant" shall where the context so admits include the Tenant's successors in title and permitted assigns
- 1.3 Where any party hereto comprises two or more persons then in relation thereto the singular shall include the plural number and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such persons jointly and severally
- 1.4 The expression "the demised premises" shall mean the property described and referred to in the First Schedule hereto and shall include inter alia where the context so admits all additions improvements fixtures fittings (other than tenant's or trade fixtures and fittings) electrical installations lifts boilers plant machinery gutters internal walls drains stairs passages access ways and service areas therein
- 1.5 The expression "the Building" shall mean the building of which the demised

premises now or may hereafter form part

- 1.6 The expression "the Landlord's Surveyor" shall mean any qualified person appointed by or acting for the Landlord including a qualified employee of the Landlord to perform the function of a Surveyor for any purpose of this Lease
- 1.7 References to any right exercisable by the Landlord shall where the context so admits include the exercise of such right by all persons authorised by the Landlord
- 1.8 All references in this Lease to legal costs shall be construed as including all Counsel's fees reasonably incurred and Solicitors' costs (including profit costs whether the Solicitor engaged is employed by the Landlord the Tenant or any other person) assessed in accordance with the Solicitors Remuneration Order 1972
- 1.9 The expression "decorate" means to paint french polish repaper or otherwise treat as the case may be all surfaces usually or requiring to be so treated having first prepared such surfaces by stripping burning off stopping and priming as may be necessary and to wash down all washable surfaces and to restore point and make good the interior brickwork stucco and stonework where necessary and to grain marble or varnish any parts usually so treated All decoration shall be carried out with good quality materials and where painting is involved at least two coats shall be applied
- 1.10 The expression "interest" means interest at the rate of three per centum (3%) per annum above the base rate from time to time in force of The Royal Bank of Scotland PLC (or such other Bank being a member of the Committee of the London Clearing Banks as the Landlord may from time to time nominate or if no such base rate can be ascertained then the rate at the relevant time which said Bank or alternative Bank as aforesaid shall utilise for equivalent purposes) compounded quarterly on the usual quarter days
- 1.11 The expressions "Total Expenditure" "Interim Charge" and "Service Charge" shall have the meanings respectively ascribed to them in the Fourth Schedule hereto
- 1.12 The expression "Tenant's Proportion" shall mean that proportion of that part of Total Expenditure as is attributable to the Tenant pursuant to the Fifth

Schedule hereto

- 1.13 The expression "accounting period" shall mean a period commencing on the first day of January and ending on the thirty-first day of December in each year or on such other date as the Landlord or its surveyor may from time to time determine
- 1.14 The expression "the Insured Risks" shall mean fire explosion flood storm tempest earthquake aircraft and risk of explosion and damage in connection with the boilers and heating apparatus and all plant associated therewith together with liability to public and employees and such other risks against which the Landlord may from time to time insure
- 1.15 The expression "the Planning Acts" shall mean the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991
- 1.16 The expression "planning application" shall have the meaning assigned thereto in Section 62 of the Town and Country Planning Act 1990
- 1.17 The expression "development" shall have the meaning assigned thereto in Section 55 of the Town and Country Planning Act 1990
- 1.18 Any reference to any statute or any section of any statute includes any statutory extension amendment modification consolidation or re-enactment and any statutory instrument order or regulation made under it for the time being in force (except any specific reference to the Town and Country Planning (Use Classes) Order 1987)
- 1.19 The expression "the Common Parts" shall mean the area used in common with the Landlord or any Tenant of its
- 1.20 The expression "conduits" shall without limiting the generality of the same include all cisterns tanks gutters gullies electrical wires cables mains distributors meters drains pipes sewers watercourses channels ducts flues water pipes radiators and other conducting media and all valves taps and switches appertaining thereto and other pipes serving any services including in particular central heating radiators

- 1.21 The expression "Utilities" shall without limiting the generality of the same include drainage air water gas steam electricity telecommunication and other services and supplies
- 1.22 The paragraph headings shall not in any way affect the construction of this Lease
- 1.23 Reference in this Lease to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the relevant clause or sub-clause or Schedule to this Lease so numbered
- 1.24 "the Lender" means the party named above as the Landlord
- 1.25 "the Mortgage" means the legal Mortgage made on 15th May 1987 between Freedman and Simmons Limited (1) and the Lender (2)

## 2 Recitals

- 2.1 By the Mortgage the demised premises with other property were charged to the Lender to secure the money and liabilities mentioned in the mortgage.
- 2.2 In the exercise of the powers contained in the mortgage the Lender intends to and has agreed with the Tenant for the grant to the Tenant of a Lease of the demised premises for the consideration and at the rent and on the terms and conditions hereinafter reserved and contained.

## 3 Demise

In consideration of the sum of ONE HUNDRED AND NINETY SEVEN THOUSAND POUNDS (£197,000) and rents and the Tenant's covenants hereinafter reserved and contained the Lender in pursuance of its powers under the Mortgage and all other statutory and other powers so enabling it **HEREBY DEMISES** unto the Tenant **ALL THAT** the demised premises **TOGETHER WITH** in common with the Landlord and other persons authorised by the Landlord and all other persons entitled thereto the rights specified in Part I of the Second Schedule hereto **EXCEPT AND RESERVING** unto the Landlord and the owner or owners for the time being of any adjoining or neighbouring premises and all other persons authorised by the Landlord the rights specified in Part II of the Second Schedule hereto **TO HOLD** the same except and reserved as aforesaid unto the Tenant for the term of ONE HUNDRED AND TWENTY FIVE YEARS from and including the date hereof (hereinafter referred to as "the term") which expression shall include the period of any continuation or extension or of any holding over whether by statute or Common Law **SUBJECT TO** the

matters referred to in the Third Schedule hereto and to the exceptions and reservations contained or referred to in Part II of the Second Schedule hereto **YIELDING AND PAYING** therefor unto the Landlord yearly during the term the rent of a peppercorn if demanded

4 **The Tenant's Covenants**

The Tenant for itself and its assigns and to the intent that the obligations may continue throughout the term hereby covenants with the Landlord as follows that is to say:-

4.1 **Rent**

To pay the said yearly rents hereby reserved and made payable at the times and in the manner aforesaid and not to exercise or seek to exercise any right or claim to withhold deduct or set off any payment of any kind howsoever arising whether an equitable right of settlement or otherwise

4.2 **Outgoings and Shared Expenses**

4.2.1 To pay and discharge all rates taxes duties charges assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description and whether or not of a capital or revenue or non-recurring nature which is now or may at any time hereafter be taxed assessed charged or imposed upon or payable in respect of the demised premises or on the owner or occupier in respect thereof except only such as the owner is by law bound to pay notwithstanding any contract to the contrary and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the Building or other premises of which the demised premises form part to pay the proportion (to be determined by the Landlord's Surveyor) of such rates taxes assessments charges impositions and outgoings attributable to and properly chargeable upon the demised premises

4.2.2 If the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the termination of the term by reason of such relief being allowed to or claimed by the Tenant or other occupier of the demised premises in respect of any period prior to the termination of the term to pay and make good to the Landlord on demand all such loss

4.3 **Utilities**

Punctually to pay and indemnify the Landlord against all charges (including statutory charges and equipment rental) for the supply of any Utilities to the demised premises and in the event of any disconnection thereof to pay any charge for the reconnection of such Utilities

4.4 **VAT**

Whenever any sum is payable by the Tenant on which Value Added Tax or other tax is payable to pay to the Landlord in addition to such sum the amount of the Value Added Tax or other tax thereon at the rate applicable to that payment and from time to time to join at the Landlord's cost in making any election or giving any notice as may be requested in writing by the Landlord to such effect and in such form as the Landlord shall require referable to the imposition or payment of Value Added Tax upon any rental or other payment required to be made by the Tenant hereunder and so that the Landlord may in default of the Tenant's compliance with such obligation within a reasonable period after written request by the Landlord as irrevocable attorney for the Tenant complete and sign the same in the name of and on behalf of the Tenant

4.5 **Abating nuisance**

To pay to the Landlord all proper costs charges and expenses which may be incurred by the Landlord in abating a nuisance on or arising from the demised premises and executing all such works as may be necessary for abating such a nuisance in obedience to a notice served by a local or public authority

4.6 **Costs of Section 146 and 147 Notice**

To pay to the Landlord either on a full indemnity basis or a Solicitor and own client basis (whichever the Landlord shall elect) all proper costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord

4.6.1 to the preparation and service of notices under Section 146 of the Law of Property Act 1925 and proceedings under Section 147 of such Act

4.6.2 of and incidental to the preparation and service of all notices and schedules relating to wants of repair to the demised premises and whether served during or after the expiration or sooner determination



of the term hereby granted

4.6.3 in connection with any breach of covenant by the Tenant hereunder

4.7 **Repair and cleaning**

4.7.1 To put and to keep the demised premises in good and substantial repair and condition throughout the term including (without prejudice to the generality of that expression) the conduits sanitary and water apparatus plant and machinery and all Landlords fixtures and fittings therein and/or belonging thereto and all additions and improvements thereto (damage by any of the Insured Risks excepted unless payment of the insurance moneys shall be withheld in whole or in part by reason solely or in part of any act or default of the Tenant its servants or agents)

4.7.2 To keep the demised premises in a clean and tidy condition and properly cleansed and in particular to clean the inside and outside of all the windows and all other glass in or on the demised premises at least once in every month

4.8 **Interior decoration**

In the year commencing 1st January 1999 and in each of the years commencing on the expiration of every fifth year thereafter and in the last year of the term howsoever determined in a proper and workmanlike manner to decorate all the inside wood metal and other work of the demised premises usually or requiring to be decorated And also with such<sup>4</sup> decorating to clean colourwash distemper grain varnish french or wax polish paper and otherwise decorate or treat in a proper and workmanlike manner and with best quality materials all such internal parts of the demised premises as have been or ought properly to be so treated AND so that in the last year of the said term the tints colours and patterns of all such works of internal painting and decoration shall be such as shall be approved by the Landlord

4.9 **Shared expenses**

To contribute and pay a rateable or due proportion of the expense of making laying repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fence walls

or other conveniences which may belong to or be used for the demised premises in common with other premises near or adjoining thereto and to keep the Landlord indemnified against such proportion of such costs and expenses as aforesaid

**4.10 Yielding up etc**

At the termination of the term

4.10.1 To yield up the demised premises (tenant's or trade fixtures only excepted) in good and substantial repair and condition and fully in accordance with the foregoing covenants

4.10.2 To make good any damage caused to the demised premises by the removal of the Tenant's fixtures fittings furniture and effects and by the reinstatement of the demised premises pursuant to any covenant with the Landlord

4.10.3 To reimburse to the Landlord all expenditure reasonably incurred by the Landlord after the termination of the term in repairing painting and decorating the demised premises so as to put them into the condition required by the foregoing Tenant's covenants

**4.11 Permit inspection**

To permit the Landlord and its agents and such workmen as may be authorised by it at all convenient hours in the daytime after at least 48 hours prior notice in writing to enter into and upon the demised premises and every part thereof and take a plan of and examine the state of repair and condition of the same and to take inventories of the fixtures and things to be yielded up at the expiration of the said term and within two calendar months or sooner if reasonably necessary after notice in writing to the Tenant of all defects and wants of reparation or want of any compliance with any obligations of the Tenant under this Lease found on such examination shall have been given or left at the demised premises to repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Tenant shall make default in so doing it shall be lawful for the workmen or others to be employed by the Landlord to enter upon the demised premises and repair and make good the same and all expenses reasonably incurred

thereby shall on demand be paid by the Tenant to the Landlord and if not so paid shall be recoverable by the Landlord as liquidated damages together with interest from the date of expenditure by the Landlord until the date of payment by the Tenant

**4.12 Rights of entry**

4.12.1 To permit the Landlord and its agents and workmen and the tenants and occupiers of any adjoining or neighbouring property now or at any time hereafter belonging to the Landlord at all convenient hours in the daytime on at least seven days prior notice in writing (except in cases of emergency) to enter upon the demised premises for the purpose of executing repairs or alterations to or upon or to maintain cleanse or rebuild the demised premises or such adjoining or neighbouring property or to maintain cleanse empty renew or repair any of the sewers drains gutters or other services belonging to or serving the demised premises or such adjoining or neighbouring property making good to the satisfaction of the Tenant all damage to the demised premises and the Tenant's fittings thereon thereby occasioned and causing as little inconvenience as possible

4.12.2 To permit the Landlord and its agents and workmen at all convenient hours in the daytime to enter upon the demised premises for the purpose of executing any works thereon which the Landlord may be statutorily liable to carry out to the exclusion of the Tenant notwithstanding any contract to the contrary making good to the satisfaction of the Tenant all damage to the demised premises and the Tenant's fittings thereon thereby occasioned and causing as little inconvenience as possible

**4.13 Reinstatement after damage**

4.13.1 Forthwith to disclose to the Landlord in writing any conviction judgment or finding of any Court or Tribunal relating to the Tenant (or any director or other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer to underwrite to grant or to continue insurance of any of the Insured Risks

4.13.2 In the event of the demised premises or any part thereof being destroyed or damaged to give notice thereof to the Landlord as soon as such destruction or damage shall come to the notice of the Tenant

4.13.3 In the event of the Building or any part thereof being destroyed or damaged by any of the risks against which the Landlord shall have insured against and the insurance money under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will forthwith (in addition to the said rent) pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of completely rebuilding or reinstating the Building or the relevant part thereof with interest on all payments made by the Landlord in or in connection with such rebuilding or reinstatement from the time of expenditure until repayment by the Tenant

4.14 Alterations

4.14.1 Not to permit or suffer to be erected any new buildings on the land hereby demised or any part thereof or to make any external or structural alterations or to erect any external wireless or television aerial

4.14.2 Not without the licence in writing of the Landlord first obtained nor except in accordance with plans and specifications previously submitted in quintuplicate to and approved by the Landlord (but so that such licence and such approval by the Landlord shall not be unreasonably withheld) nor except to the reasonable satisfaction of the Landlord to make or permit or suffer to be made any internal non-structural alteration whatsoever in or to the buildings for the time being comprised in the demised premises unless for the purpose of remedying and making good any defect therein nor to do or suffer in or upon the demised premises any wilful or voluntary waste or spoil If required by the Landlord any such licence shall contain a covenant on the part of the Tenant to reinstate the demised premises to their former condition

at the end or sooner determination of the term

4.14.3 Not without the Landlord's consent (such consent not to be unreasonably withheld) to make any alteration or addition to the electrical installations in the demised premises and any such alteration or addition shall be made in accordance with the terms and conditions laid down by the Institute of Electrical Engineers and the regulations of the Electrical Supply Authority

4.15 **User permitted**

Not to use or permit or suffer the demised premises or any part thereof to be used otherwise than as a restaurant under Class A3 of the Town and Country Planning (Use Classes) Order 1987 or for such purposes as shall first be approved by the Landlord which approval shall not be unreasonably withheld

4.16 **User prohibited**

4.16.1 Not to use on the demised premises :

4.16.1.1 any machine other than normal restaurant shop and office machines which shall be mounted so as to minimise noise and vibration

4.16.1.2 any machinery or sound reproduction amplifying equipment which shall cause a nuisance to the Landlord or the owners or occupiers of adjoining or neighbouring premises or

4.16.1.3 any machine which creates any electrical disturbance outside the demised premises

4.16.2

4.16.2.1 Not to overload or permit to be overloaded the floors of the demised premises

4.16.2.2 Not to do or permit or suffer or bring in or upon the demised premises anything which may throw on the demised premises or the building of which the same form part any weight or strain in excess of that which such premises are calculated to bear with due margin for safety

- 4.16.3 To occupy the demised premises forthwith and to use its reasonable endeavours to keep them open and in use for the use hereby authorised during the normal times for such use within the locality
- 4.16.4 Notwithstanding the foregoing not to hold or permit or suffer to be held any sale by auction on the demised premises or any part thereof or use or permit or suffer to be used the demised premises or any part thereof as a dwelling place or for sleeping therein or as a betting office or amusement arcade or otherwise in connection with gaming purposes or for the provision of amusements with prizes or as a fried fish shop tripe shop a shop for the sale of pet animals birds or a cats' meat shop or as auction rooms or for public exhibition or entertainment or for pornographic shows or exhibitions or as a sex shop or for or in connection with the storage or sale of sexual aids or contraceptives or pornographic material
- 4.16.5 Not to allow to pass into the sewers drains or watercourses serving the demised premises any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injury forthwith to make good such damage to the reasonable satisfaction of the Landlord's Surveyor
- 4.16.6 Generally not to do or permit or suffer to be done upon or in connection with the demised premises anything which shall be or tend to be a nuisance annoyance or cause of damage to the Landlord or to any other part of the Building or any adjoining or neighbouring property including any conduits or machinery therein or the owners or occupiers thereof

4.17 **Planning Acts**

- 4.17.1 At all times during the subsistence of this Lease to comply at its own cost with all requirements of or having validity under the Planning Acts and forthwith upon the receipt of any Notice or Order or any proposal for the same from a Planning Authority or Statutory Authority to give full particulars thereof to the Landlord and if required to produce such

Notice Order or proposal to the Landlord and at the request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any Notice Order or proposal that the Landlord shall deem expedient

4.17.2 Except insofar as the Tenant cannot lawfully contract to do so to pay the whole amount of any levy charge or imposition assessed or imposed in respect of any development of the demised premises or any permission consent or approval for such development the payment to be so made as to ensure that no part thereof shall become or remain outstanding for longer than is avoidable or recoverable from any person other than the Tenant or charged or chargeable upon any interest in the demised premises other than that of the Tenant

4.17.3 If called upon in writing by the Landlord to do so forthwith to complete any development in respect of which a liability to levy charge or imposition as specified in sub-clause 4.17.2 hereof has fallen or may fall to be borne by any person other than the Tenant or has or may become charged or chargeable on any interest other than that of the Tenant

4.17.4 Unless the Landlord otherwise directs in writing to carry out before the end of the term granted (disregarding any statutory continuation thereof) any works required to be carried out to the demised premises on or by a date subsequent thereto by reason of any limitation or condition imposed by a planning permission consent or approval implemented by or by a person deriving title through or under or acting on behalf of the Tenant or if the work cannot lawfully be done before the end of the term as aforesaid to pay to the Landlord the estimated cost of carrying it out provided that if application to the Court has been made for a new tenancy under Part II of the Landlord & Tenant Act 1954 this sub-clause shall apply to the date on which the tenancy as continued under the Act comes to an end

4.17.5 To produce to the Landlord or its agent when required in writing to do so all such drawings documents and other evidence that the provisions

of this covenant have been complied with as either of them may require

4.18 **Statutory requirements**

4.18.1 At the Tenant's expense and to the reasonable satisfaction of the Landlord within the time limited by law or by a notice requiring the same to be done or (if no such limit is stated) within a reasonable time to do and execute all such works and comply with all such requirements as under or by virtue of any Act of Parliament or by any Authority have been or shall be directed or are necessary to be done executed or complied with upon or in respect of the demised premises or any part thereof or the user or occupation thereof or the employment therein of any person or persons or any fixtures or machinery or chattels for the time being therein whether by the landlord tenant owner or occupier thereof and to indemnify the Landlord at all times against all claims demands liability costs charges and expense of or incidental to the execution of any works or the provision and maintenance of any arrangements so directed or required as aforesaid and not at any time during the term or any continuation or extension thereof to do or omit to do in or on the demised premises or the Building any act or thing by reason of which the Landlord may under any Act of Parliament incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.18.2 Without prejudice to the generality of sub-clause 4.18.1 of this clause:

4.18.2.1 to comply with all obligations imposed under or by virtue of the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Health and Safety at Work Act 1974 the Licensing Acts and the Public Health Acts (as the case may be) and at all times to keep the Landlord indemnified against all claims demands and liability in respect thereof

4.18.2.2 to comply at the Tenant's expense with any nuisance sanitary or other statutory notice served by any



Authority upon either the Landlord or the Tenant with respect to the demised premises

4.18.2.3 to install on the demised premises and keep in working order all fire fighting and extinguishing apparatus necessary to comply with any Act of Parliament or reasonably required by the Landlord and also not to obstruct the access to or means of working such apparatus or the access to any fire exits from the demised premises nor to lock any doors to such exits

4.18.3 Forthwith to give full particulars to the Landlord of any permission notice direction order proposal or consent relating to the demised premises or otherwise concerning the Tenant made given or issued to the Tenant by any Authority under or by virtue of any Act of Parliament and if so required by the Landlord to produce such permission notice direction order proposal or consent to the Landlord **AND ALSO** without delay to take all reasonable or necessary steps to comply at the Tenant's cost with any such notice direction or order **AND ALSO** at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice direction or order or proposal as aforesaid as the Landlord shall deem expedient

4.19 **Assignment etc.**

4.19.1 Not to assign part with possession or occupation charge or mortgage in any way any part of the demised premises as distinct from the whole or permit any company or person to occupy the same

4.19.2 Not to part with or share possession or occupation of the whole of the demised premises or permit any company or person to occupy the same save by way of an assignment sub-letting charge or mortgage of the whole of the demised premises to which the Landlord has consented under this clause

4.19.3 Not to execute any declaration of trust with regard to the demised premises or this Lease nor grant any licence to occupy the demised

premises

- 4.19.4 Not to assign the whole of the demised premises except to an assignee (hereinafter referred to as an "Authorised Assignee") who shall have previously to the completion of such assignment entered into a direct covenant with the Landlord to observe and perform the covenants and conditions contained in this Lease and on the part of the Tenant to be observed and performed
- 4.19.5 Not to underlet the whole or any part thereof of the demised premises except to an underlessee (hereinafter referred to as an "Authorised Underlessee") who shall have previously to the completion of such underletting shall have entered into direct covenants with the Landlord to observe and perform the covenants and conditions contained in this Lease (other than for payment of rent) and on the part of the Tenant to be observed and performed
- 4.19.6 Subject as aforesaid not without the prior consent in writing of the Landlord (such consent not to be unreasonably withheld)
- 4.19.6.1 to assign the whole of the demised premises to an Authorised Assignee
- 4.19.6.2 to underlet the whole of the demised premises to an Authorised Underlessee
- 4.19.6.3 to underlet part of the demised premises to an Authorised Underlessee of Part
- 4.19.7 Provided further that if such Authorised Assignee as aforesaid shall be a Private Limited Liability Company then upon the Landlord's demand in that behalf two of its directors of satisfactory standing shall join in such deed as sureties for such company in order jointly and severally to covenant with the Landlord as sureties that such company will pay the said rents and perform and observe the said covenants and to indemnify and save harmless the Landlord against all loss damages costs and expenses arising by reason of any default by the company and such covenant shall further provide in the usual form that any neglect or forbearance of the Landlord shall not release or exonerate

the sureties and shall further provide for the sureties to accept a new lease of the demised premises upon disclaimer by or on its behalf if so required by the Landlord within three months of such disclaimer such new lease to be for the residue then unexpired of the term and at the rents payable and subject to the same Tenant's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and to be granted at the cost of the sureties in exchange for a counterpart duly executed by the sureties

4.19.8 If reasonably required by the Landlord in the case of a sub-letting to a limited liability company there is provided a guarantor or guarantors sufficient in the reasonable opinion of the Landlord for such company who prior to such sub-letting but with effect therefrom (jointly and severally if more than one) shall enter into

4.19.8.1 surety covenants with the intended sub-lessor and its successors in title in a similar form to those specified in sub-clause 4.19.7

4.19.8.2 a covenant with the Landlord to observe and perform the said surety covenants

4.19.9 Not at any time either expressly or by implication to waive any breach of any of the covenants or conditions on the part of any Authorised Underlessee comprised in any underlease of the whole or part of the demised premises but on any such breach to re-enter on the premises comprised in such underlease and otherwise to enforce such covenants and conditions

#### 4.20 Registration

Within one month of every assignment assent charge transfer or underlease or assignment of underlease of or relating to the demised premises or any part thereof to give notice thereof in writing with particulars thereof to the solicitors for the time being of the Landlord and produce to them a copy of such assignment assent charge transfer or underlease or in the case of a devolution of the interest of the Tenant not perfected by an assent within twelve months of the happening thereof to produce to the said solicitors a copy

of the Probate of the Will or Letters of Administration under which such devolution arises and to pay them such reasonable registration fees as the Landlord's Solicitors shall require such charges not being less than Twenty Five Pounds (plus Value Added Tax) for each such registration

4.21 **Obstruction and encroachments**

Not to obstruct or suffer to be obstructed any of the windows lights or ventilators belonging to the demised premises nor to permit any new window light ventilator passage drainage or other encroachment or easement to be made into against or over the demised premises or any part thereof and in case any encroachment or easement whatsoever shall be attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord immediately the same shall come to the notice of the Tenant and at the cost of the Tenant to do all such things as may be proper for preventing any new encroachment or easement being made or acquired

4.22 **Inspection**

At any reasonable hour during the day time on prior notice to permit all prospective purchasers of or dealers in the Landlord's reversionary interest by order in writing of the Landlord or its agents to view the demised premises without interruption

4.23 **Boards**

To permit the Landlord or its agents at any time within six calendar months next before the expiration of the said term on prior notice to enter upon the demised premises and to fix and retain without interference upon any suitable part or parts thereof a notice board for re-letting the same and to permit all persons by order in writing of the Landlord or its agents to view the demised premises at any time during normal business hours on prior notice without interruption

4.24 **Indemnities**

To indemnify and keep indemnified the Landlord from liability in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of

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the repair state of repair condition or any alterations to or to the user hereinbefore permitted of the demised premises and from all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

4.25 **Legal Costs**

To pay all proper legal costs and surveyors fees incurred by the Landlord attendant upon or incidental to every application made by the Tenant for a consent approval or licence hereinbefore required or made necessary whether the same be granted or refused or proffered subject to any lawful qualifications or conditions or whether the application be withdrawn

4.26 **Regulations**

At all times to comply with all reasonable regulations made from time to time by the Landlord relating directly or indirectly to the security or management of the whole or any part or parts of the Building or the operation or use of any plant machinery or equipment in the Common Parts **AND FURTHER** to insert or procure the insertion of a provision identical (mutatis mutandis) with the present sub-clause in all underleases of all or any part of the demised premises

4.27 **Utilities**

To comply with all regulations and requirements of any authority supplying Utilities in the demised premises

4.28 **VAT on costs**

To pay to the Landlord its Solicitors Surveyors or other agents or other persons to whom any payment is due under the covenants agreements and provisions herein contained or implied which is a payment whereon Value Added Tax is chargeable the amount of Value Added Tax in respect of the payment at the rate applicable to that payment

4.29 **Insurance**

4.29.1 Not to do or omit anything whereby any policy of insurance effected by the Landlord and/or the insurance of the Building or any adjoining property belonging to the Landlord may become void or voidable or which may render any increased rate of premium to become payable for such policy or policies of insurance and (without prejudice to the

Landlord's rights of action in respect of a breach of the provisions contained in this paragraph) to reimburse and indemnify the Landlord in respect of all sums paid by way of increased premiums and all proper expenses incurred by it in consequence of a breach of the provisions contained in this sub-clause and all such payments shall be added to the rents hereby reserved and be recoverable as rent in arrear

4.29.2 To comply with all regulations and requirements now or from time to time hereafter made by the insurers of the demised premises and/or the Building of which the demised premises form part

4.30 **Inventories**

To permit the Landlord or its surveyors or agents at any reasonable time or times during the last six months of the term to enter the demised premises or any part thereof during reasonable hours in the daytime and to take schedules or inventories of the fixtures and things to be yielded up at the expiration or sooner determination of the term

4.31 **Defects**

Immediately upon becoming aware of the same to give notice in writing to the Landlord of any defect in the state of the demised premises which would or might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 and indemnify and keep indemnified the Landlord from or against any costs loss claims actions or demands arising from any such defect in the state of the demised premises and/or a failure to give such notice and at all times to display and maintain all notices (including the wording thereof) which the Landlord might from time to time display or require to be displayed at the demised premises

4.32 **Glass**

To insure the fixed glass (if any) in an insurance office approved by the Landlord in writing (approval not to be unreasonably withheld) against breakage or damage for its full reinstatement cost from time to time and whenever so required to produce to the Landlord the policy or policies of such insurance and the receipt for the current years premium and whenever the

whole or any part of the fixed glass is broken or damaged to lay out all money received in respect of such insurance as quickly as possible in reinstating with new glass of the same quality and thickness and to pay any deficiency in such money

4.33 **Costs of Lease**

To pay the Landlord's Solicitors' legal costs and disbursements and all stamp duties incidental to the preparation and completion of this Lease and any renewals thereof on completion of this Lease or any renewal as the case may be

5 **The Landlord's Covenants**

The Landlord (but not the Lender) (but not to bind itself after it shall have parted with the reversion expectant on the determination of this Lease or to incur further liability thereafter) hereby covenants with the Tenant as follows :

5.1 **Quiet enjoyment**

That the Tenant paying the said yearly rent hereby reserved and observing and performing the covenants conditions and agreement hereinbefore contained on the Tenant's part to be observed and performed shall and may quietly enjoy the demised premises during the term without any interruption by the Landlord

5.2 **Repairs services and insurance**

Subject to and conditional upon payment being made by the Tenant of the Interim Charge and the Service Charge at the times and in the manner herein provided: -

5.2.1 To maintain and keep in good and substantial repair and condition:

5.2.1.1 the main structure of the Building including the principal internal timbers and the walls and the foundations and the roof thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other part of the Building)

5.2.1.2 all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or

- used by the Tenant in common with the owners or tenants of the other parts of the Building
- 5.2.1.3 the Common Parts
  - 5.2.1.4 the boundary walls and fences of the Building
  - 5.2.1.5 the lift (if any) in the Building and the ancillary equipment thereof PROVIDED that the Landlord shall not be liable for any non- or malfunctioning of any lift caused by any act neglect or default of any person using such lift or by any temporary breakdown or interruption of the use of any lift howsoever cause
  - 5.2.1.6 all other parts of the Building not included in the foregoing sub-clauses 5.2.1.1 to 5.2.1.5 and not included in this demise or the demise of any part of the Building
- 5.2.2 As and when the Landlord shall deem necessary
- 5.2.2.1 to decorate the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished
  - 5.2.2.2 to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any other part of the Building)
- 5.2.3 To insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or its servants agents licensees or visitors) against loss or damage by any of the Insured Risks in some insurance office of repute in the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure against three years loss of rent of the demised premises (including the amount of any



service charge reserved as rent) and to insure the fixtures and fittings and plant and machinery of the Landlord against such risks as are usually covered by a comprehensive policy and to insure against third party claims made against the Landlord in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks against which the Landlord shall have insured as soon as reasonably practicable to lay out the insurance moneys (other than in respect of rent) in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Landlord at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect **PROVIDED ALWAYS** that if for any reason other than default of the Landlord the obligation on its part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and either party shall be entitled to by notice to the other to terminate this Lease and upon the service of such a notice this Lease shall determine without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any breach of the covenants and conditions contained in this Lease Provided Further that :

- 5.2.3.1 where this Lease has been so terminated as aforesaid or by the compulsory acquisition of the Lease or the building of which the demised premises form part by a third party or surrendered by agreement between the parties the insurance moneys shall belong to the Landlord except insofar as they may relate to any tenants fixtures and to that extent the insurance moneys shall be apportioned between the parties having regard to the value of the tenants fixtures on the date upon which the damage or destruction occurred and
- 5.2.3.2 if the parties shall fail to agree upon the apportionment

within 3 months of the date upon which this Lease is terminated by notice as aforesaid or the Compulsory Purchase Order is confirmed or this Lease is surrendered by agreement an independent valuer will be appointed either by agreement between the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy or anyone nominated by him to make appointment on his behalf who (acting as an expert and not as an arbitrator) shall value the tenants fixtures as aforesaid. There shall then be paid to the tenant the lower of such value or such other amount as is paid by insurers to the Landlord in respect of such tenants fixtures (if a separate amount) and the balance of the insurance monies and interest actually received shall belong to the Landlord

**5.2.4 Taxes and Buildings**

To pay and discharge any rates (including water) taxes duties assessments charges impositions metered water supply and outgoings assessed charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of any part in the Building which has been sub-let

**5.2.5 Safety of Building**

Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Landlord may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building or which may be required under any statute bye-law regulation or by any local public or competent authority

**5.2.6 Sinking Fund**

To set aside (which setting aside shall for the purposes of the Fourth Schedule hereto be deemed an item of expenditure incurred by the

Landlord) such sums of money as the Landlord shall reasonably require to meet such future costs as the Landlord shall reasonably expect to incur of replacing maintaining and renewing those items which the Landlord has hereby covenanted to replace maintain or renew

**5.2.7 Interest on Borrowing**

To pay interest and fees in respect of money borrowed to finance the Total Expenditure

**6 Provisos**

**6.1 Forfeiture**

If the whole or any part of the rent hereby reserved shall be unpaid for twenty-one days after becoming payable whether formally demanded or not or if there shall be any breach by the Tenant of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease or if the Tenant while the demised premises shall remain vested in the Tenant or any assignee being a corporation or any surety being a corporation shall enter into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of a reconstruction) or suffers an Administrative Receiver to be appointed or an Administrator to be appointed or a Receiver of the demised premises to be appointed or provisional Liquidator or Administrator to be appointed or is deemed unable to pay its debts as defined in the Insolvency Act 1986 Section 123 or makes or suffers to be made a proposal for a voluntary arrangement under the Insolvency Act 1986 Part 1 or for a compromise or arrangement under the Companies Act 1985 Section 423 in relation to it or presents or suffers to be presented a petition for an Administration Order in relation to it or is removed from the Register of Companies or if the Tenant or any assignee of the Tenant being an individual or any surety being an individual or being more than one individual any one of them shall present or has presented to the Court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented under the Insolvency Act 1986 Part IX or makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986 or has a Receiver appointed under the

Mental Health Act 1983 or the Tenant or any Surety or if there is more than one Tenant or Surety any of them shall make any arrangement or composition with or for the benefit of his or its or their creditors or suffers any distress or execution to be levied on his its or their goods then and in any such case the Landlord may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and this demise shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenant by the Tenant

6.2 **Suspension of rent**

In the event of the demised premises or any part thereof at any time during the said term being damaged or destroyed by fire or any of the risks covered by the insurance policy effected by the Landlord under Clause 5.2.3 hereof so as to be unfit for occupation or use and payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the demised premises expressly or by implication with the Tenant's authority then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage or destruction sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use or for a period equal to the period in respect of which payment is made to the Landlord for loss of rent pursuant to Clause 5.2.3 hereof whichever shall be the shorter **PROVIDED THAT** the amount of rent so suspended shall not exceed the amount of insurance in respect of loss of rent insurance recovered by the Landlord and any dispute concerning this sub-clause shall be determined by a Surveyor who shall be a professional person with a commercial agency practice in the area of the demised premises and dealing in property of a type similar to the demised premises to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors

6.3 **Service Proportion**

If at any time (or from time to time) the Landlord (acting in good faith) considers that the Tenant's Proportion should be changed then the Landlord shall be entitled to change the Tenant's Proportion to such other proportion as

the Landlord reasonably considers to be fair and equitable and in addition the Landlord shall be entitled to designate that the Tenant's Proportion shall be the aggregate of different proportions for different items of the Services or categories thereof if it is reasonably considered by the Landlord that such different proportions are more appropriate to the apportionment of such services when the designation is made

6.4 **No warranty as to use**

Nothing in this Lease contained or implied shall be taken to be a warranty or representation that the demised premises or any part thereof may be lawfully used in accordance with the Planning Acts or otherwise be used for the purpose herein authorised and the Tenant hereby acknowledges and admits that neither the Landlord nor anyone on its behalf has given or made at any time any warranty or representation that any such use is or will be or will remain a permitted use under the Planning Acts or otherwise

6.5 **Rating Relief**

If the Tenant shall not have been in occupation of the demised premises during the whole or any part of the period of three months immediately preceding the determination of the term hereby granted whether by effluxion of time or otherwise the Tenant shall upon such determination pay to the Landlord a sum equal to the business rate or general rate for the said period of three months or to the business rate or general rate for the proportion of the said period during which the Tenant shall not have been in occupation

6.6 **Service of Notices**

Any notice shall be properly served if it complies with the provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

6.7 **Light and air**

The Tenant shall not have any right of light or air to the demised premises which will in any way affect the development of any adjoining or neighbouring premises

6.8 **Exclusion of Landlord's liabilities**

The Landlord shall not be liable to the Tenant or any other person claiming

through the Tenant for any damage which may be caused by defect of any plant or machinery in the demised premises

6.9 **Modification of compensation**

Subject to Section 38(2) of the Landlord and Tenant Act 1954 neither the Tenant nor any assignee or underlessee of the term or of the demised premises or any part of the demised premises shall be entitled on quitting the demised premises or that part to any compensation under Section 37 of the Act

6.10 Upon the reversion expectant upon the determination of this Lease being assigned to any person ("the Assignee") then at any time thereafter the Lender may call upon the Assignee and the Tenant each to release the Lender from all obligations and liabilities under this Lease whatsoever and howsoever incurred

6.11 The Tenant hereby agrees and declares that the Landlord in granting this Lease gives no covenant for title whether express or implied by statute or otherwise and all covenants entered into by the Lender shall not be enforceable against it but instead are only enforceable against Freedman and Simmons Limited as the freehold owners of the demised premises and without any further liability on the part of the Lender

7 We certify that there is no Agreement for Lease to which this Lease gives effect  
IN WITNESS whereof this document has been executed as a Deed the day and year first before written

**THE FIRST SCHEDULE before referred to**

8 **Description of the Demised Premises**

8.1 ALL THAT land together with the building thereon known as Casa Giovanni  
*Lower* Ground Floor and ~~Basement~~ Premises at Maresfield Court 104 Finchley Road and 106a 106b and 106c Finchley Road Hampstead in the London Borough of Camden which land and building are more particularly delineated on the plan annexed hereto and thereon edged red and which now form or which will form part of the Building

8.2 There shall be included in this demise:-

8.2.1 internal plastered tiled or other coverings and plasterwork of the walls bounding the demised premises the doors and door frames and the

- window frames fitted in such walls and the windows and glass therein
- 8.2.2 the plastered tiled or other coverings and plasterwork of the walls and partitions lying within the demised premises and the doors and door frames and any glass fitted in such walls and partitioning
- 8.2.3 the internal surfaces of the ceiling immediately below the ceiling line now over the demised premises and including also the plastered tiled or other coverings and plasterwork immediately below the said ceiling line
- 8.2.4 the floorboards screed and other surfaces of the floors of the demised premises
- 8.2.5 all conduits which are laid in any part of the Building and which serve exclusively the demised premises
- 8.2.6 All fixtures and fittings in or about the demised premises (other than tenant's fixtures and fittings) not hereinafter expressly excluded
- 8.3 There shall be excluded from this demise:-
- 8.3.1 All parts of the Building and/or the air space above the aforementioned ceiling line
- 8.3.2 Any part or parts of the Building (other than any conduits expressly included) lying below the floor surfaces or outside the walls bounding the demised premises
- 8.3.3 Any of the main timbers joists or concrete or metal frame of the Building or of any of the walls within the demised premises supporting the Building
- 8.3.4 Any conduits in the Building which do not serve exclusively the demised premises

**THE SECOND SCHEDULE before referred to**

**PART I**

**9 Rights Granted to Tenant**

- 9.1 The full free and uninterrupted passage and running of water soil gas electricity telephone air and all other services and Utilities to and from the demised premises through the sewers drains mains pipes wires cables water courses channels conduits ducts and subways which now are or may hereafter

- within the perpetuity period be in upon or under the remainder of the Building
- 9.2 The full and free right and liberty to enter (after at least 24 hours previous notice except in case of emergency) upon the remainder of the Building at all reasonable times for the purpose of inspecting repairing cleansing or maintaining any sewer drain main pipe wire cable watercourse channel conduit duct or subway in upon or under the remainder of the Building and serving the demised premises
  - 9.3 The right of support shelter and protection for the demised premises from the remainder of the Building as enjoyed at the date hereof
  - 9.4 The right to pass and repass on foot only over the footpaths forecourts entrance halls passages landings and stairs of the Common Parts that give access to the demised premises
  - 9.5 The right in cases of emergency only to pass and repass on foot over such entrance halls passages landings and stairs of the Common Parts that give access to the fire exit to the demised premises as are hatched brown in the plan marked 'B' annexed hereto

## PART II

### 10 Exceptions and Reservations

- 10.1 The right to enter on the demised premises for all or any of the purposes mentioned in sub-clauses 11, 12, 22 and 23 of Clause 4 hereof or in order to read any meters or in the event of fire or suspected fire or other emergency
- 10.2 The full free and uninterrupted passage and running of water soil gas electricity telephone air and all other services and Utilities to and from the remainder of the Building and any adjoining or neighbouring premises and each and every part thereof for the benefit of the respective owners lessees or occupiers for the time being thereof through the sewers drains mains pipes wires cables watercourses channels conduits ducts and subways which now are or may hereafter be in upon or under the demised premises
- 10.3 The full and free right and liberty at any time during the term to enter (after at least twenty four hours previous notice except in case of emergency) upon the demised premises at all reasonable times for the purpose of connecting laying inspecting repairing cleansing maintaining amending altering replacing



relaying or renewing any sewer drain main pipe wire cable watercourse channel conduit duct or subway and the full and free right and liberty at any time during the perpetuity period to enter (after at least seven days previous notice) to erect construct or lay in under over or across the demised premises and such positions as may be determined by the Landlord's surveyor any sewers drains pipes channels ducts wires cables poles structures fixtures or other works for the drainage of or for the supply of water gas electricity telephone heating air steam and other services to the remainder of the Building subject to the person or persons exercising such rights first obtaining any statutory or bye-law consents which may be required and making good all damage to the demised premises thereby occasioned

10.4 The full and free right and liberty to enter after at least forty-eight hours previous notice in writing upon the demised premises at all reasonable times in order to build on or into any boundary or party walls or fences of the demised premises the person or persons exercising such right making good all damage to the demised premises thereby occasioned

10.5 The full and free right and liberty to execute works and repairs and to make erections upon or to erect rebuild alter or raise the height of the remainder of the Building or any premises adjacent thereto notwithstanding that the access of light and air for the time being enjoyed by the demised premises or any part thereof may thereby be interfered with or that the execution of the said works and repairs shall temporarily interfere with the occupation or use of the demised premises

10.6 All rights of light and air and all other easements or rights which may interfere with the full use of the Building or premises adjacent thereto for building and development generally or for any other purpose

10.7 The full and free right of support shelter and protection and all other easements and rights now or hereafter belonging to or enjoyed by the Building or any adjoining or neighbouring property

**THE THIRD SCHEDULE before referred to**

**11 Matters to which the demise is subject**

Entries in the Property and Charges Registers of the Landlord's Freehold Title Number

387228 other than financial charges

**THE FOURTH SCHEDULE before referred to**

**12 The Service Charge**

In this Schedule the following expressions have the following meanings respectively:

12.1 "Total Expenditure" means the total expenditure incurred by the Landlord in any Accounting period in carrying out its obligations under Sub-Clause 5.2 of this Lease and any other costs and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing (a) the cost of employing Managing Agents (b) the cost of any Accountant or Surveyor employed to determine the Total Expenditure and the amount payable by the Tenant hereunder

12.2 "the Service Charge" means the Tenant's Proportion of Total Expenditure or (in respect of the Accounting Period during which this Lease is executed) such proportion of such Tenants Proportion as is attributable to the period from the date of this Lease to the end of the said Accounting Period

12.3 "the Interim Charge" means such sum to be paid, on account of the Service Charge in respect of each Accounting Period as the Landlord or its Surveyor shall specify at their discretion to be a fair and reasonable interim payment

12.4 In this Schedule any surplus carried forward from previous years shall not include any sums set aside for the purposes of Clause 5.2.6 of this Lease

12.5 The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Landlord by equal payments in advance on the usual quarter days in each year and in case of default the same shall be recoverable from the Tenant as rent

in arrear

- 12.6 If the Interim Charge paid by the Tenant in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided
- 12.7 If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Tenant shall pay the excess to the Landlord within twenty eight days of service upon the Tenant of the Certificate referred to in the following Paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear
- 12.8 As soon as practicable after the expiration of each Accounting Period there shall be served upon the Tenant by the Landlord or its Surveyor a certificate signed by the Landlord's Surveyor containing the following information:
- 12.8.1 The amount of the Total expenditure for that Accounting Period
- 12.8.2 The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus carried forward from the previous Accounting Period
- 12.8.3 The amount of the Service Charge in respect of that Accounting Period and of any excess or deficiency of the Service Charge over the Interim Charge
- 12.9 The said Certificate shall be conclusive and binding on the parties hereto (save in the case of manifest error) but the Tenant shall be entitled at its own expense and upon prior payment of any costs to be incurred by the Landlord or its surveyor at any time within one month after service of such certificate to inspect the receipts and vouchers relating to payment of the Total Expenditure

**THE FIFTH SCHEDULE before referred to**

**13 The Tenant's Proportion**

The proportion which shall be certified by the Landlord's Surveyor as being a fair proportion attributable to the demised premises from time to time

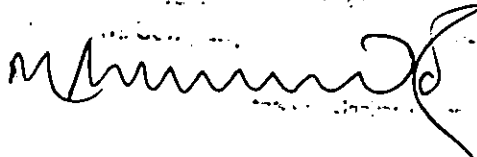
EXECUTED (but not delivered until  
the date inserted herein) as a Deed  
on behalf of NATIONAL WESTMINSTER BANK PLC  
by :

)  
)  
)  
)

Director

Secretary

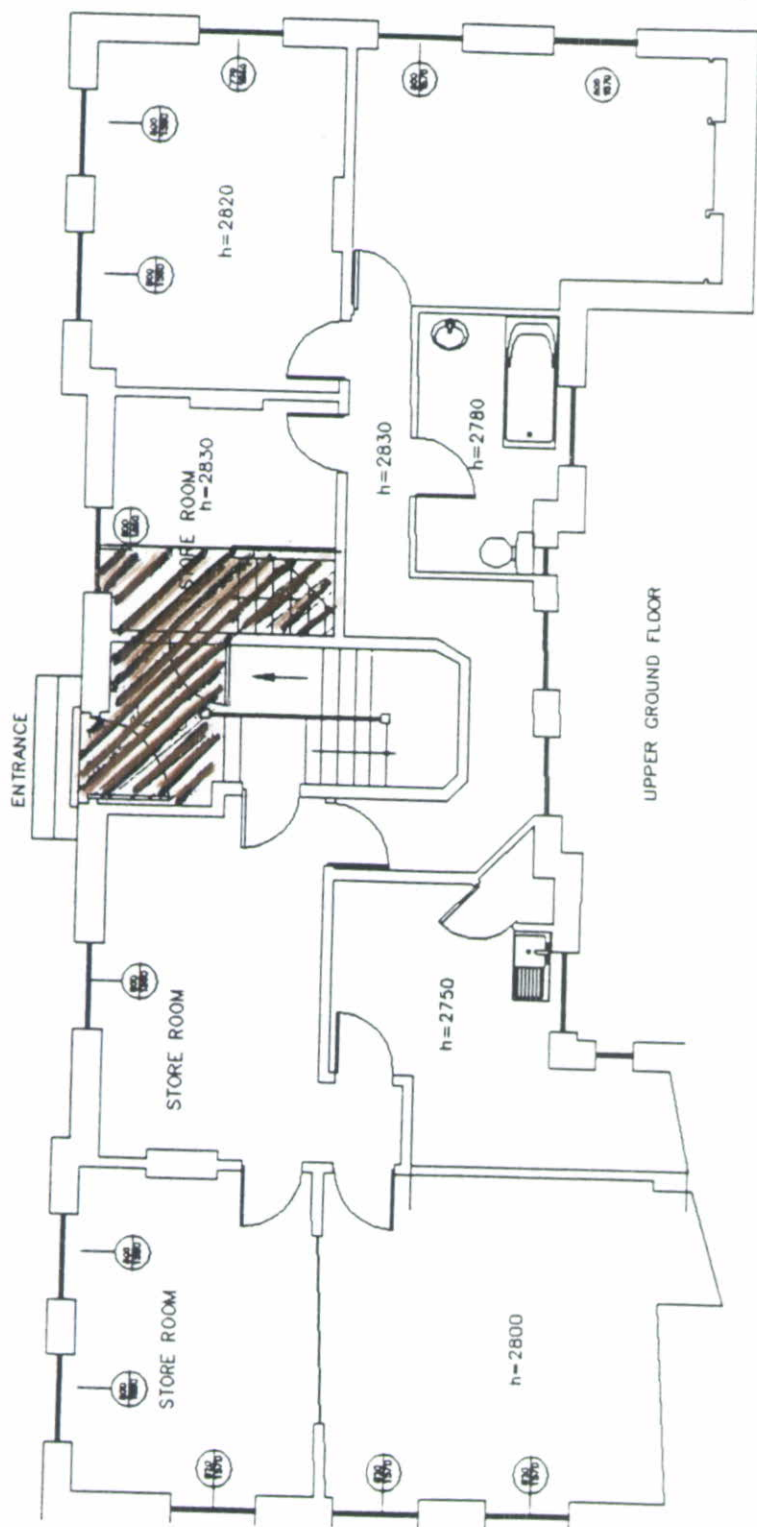
The Common Seal of  
National Westminster Bank

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PLAN

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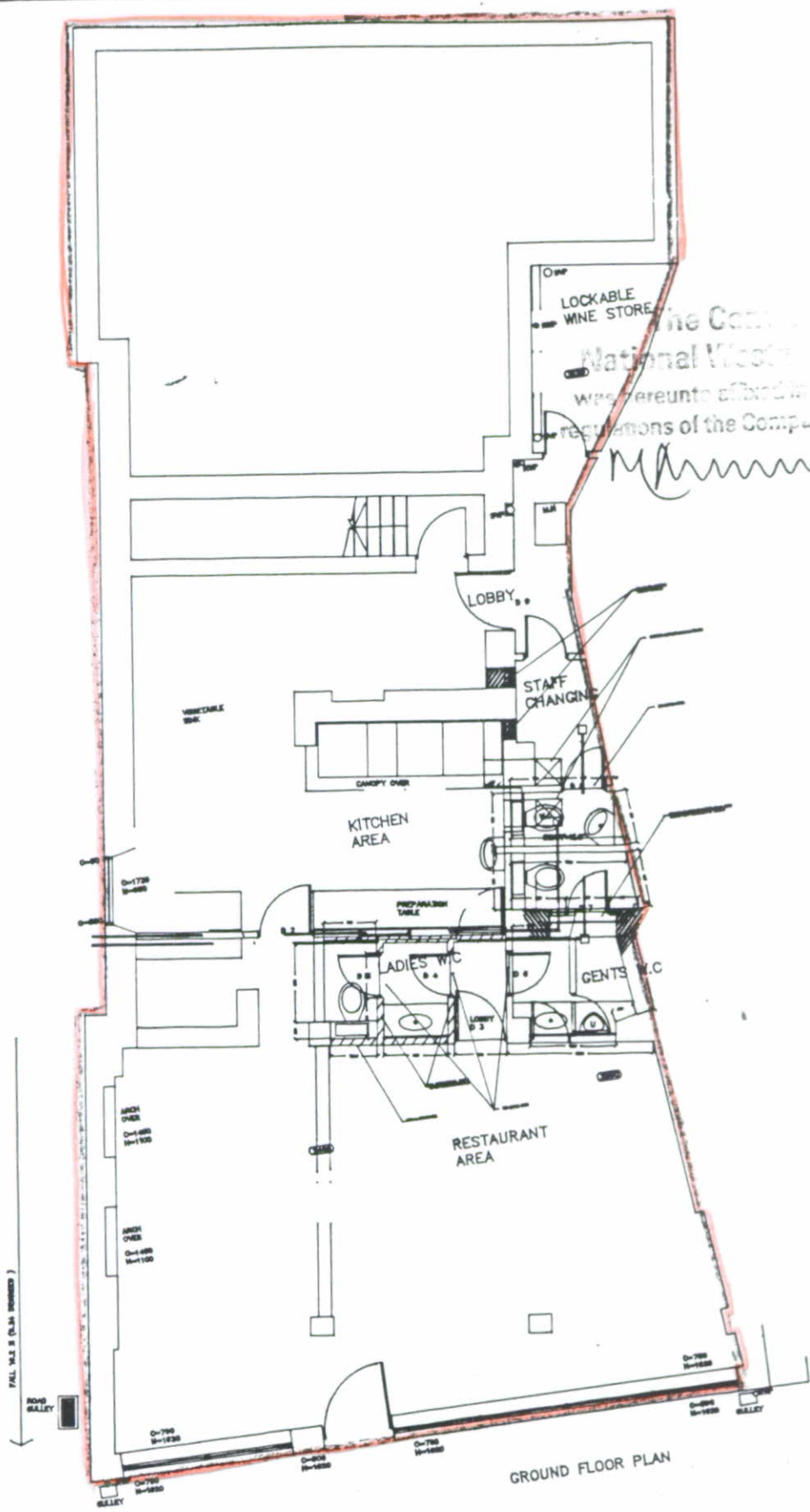


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PLAN 'B'



PLAN



GROUND FLOOR PLAN

FINCHLEY ROAD

The Company's  
 National Wines  
 were hereunto affixed in order  
 of the Company in the  
 Authorised

DATE	1:100	Auto-Cad	JANE DOE
NO.	8736-04(A)		
BASEMENT PLAN AS EXISTING			
DASH FARMER RESTAURANT 104 FINCHLEY ROAD LONDON N16			
PREPARED BY MICHAEL BUSINELLI & CO.			

**MICHAEL BUSINELLI & CO.**  
 ARCHITECTS, PLANNERS & INTERIORS CONSULTANTS  
 200 BARKERS ROAD, BARNET, MIDDLESEX ENGLAND  
 TELEPHONE 01-495 4000 TELEFAX 01-495 4000