

AFFIDAVIT

We, **Ahmed Abdullahi** and **Eslam Ghouneim** of the shop at 134 Charring Cross Road London WC2H 0LA solemnly and sincerely declare the following:-

- 1- We were the previous Tenants of the premises known as 130 Charing Cross Road London WC2H 0LA.
2. In January 2013 we surrendered our lease to the landlord for the property at 130 Charing Cross road London WC2H 0LA.
3. We operated a restaurant business (A3 use) on the property for more than 8 years.
4. We confirm that before we took over the lease, the property had been used as a Chinese restaurant under A3 Use for over 8 years, that means the use of the property as a Restaurant is more than 16 years.
5. When we took over the property, there was an existing extraction duct installed by the former Tenants, who run the Chinese Restaurant.
6. The extract duct was in installed and used for a total of 16 years before and during our occupation on the Property.

I make this declaration conscientiously believing the same to be true and by virtue of the **Statutory Declaration Act 1835**.

Declared by the said

Ahmed Abdullahi

.....

Eslam Ghouneim

.....

On This 17th..... day of April 2013

Before me

Abdul Salam Seid Ahmed

.....

A solicitor/Commissioner for Oaths

FREEMAN SOLICITORS LTD 60 BELL STREET LONDON NW1 6SP T: 020 7724 5855 F: 020 7724 8488 DX: 38771 PADDINGTON
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COPY 98/16

Dated

1 February

2013

(1) **CONSOLIDATED DEVELOPMENTS LIMITED**

- and -

(2) **SAJWAY LEBANESE FOOD LIMITED**

- and -

(3) **MOHAMAD SOBHI JANA**

**LEASE OF GROUND FLOOR PREMISES AT
130 CHARING CROSS ROAD
LONDON WC2H 0LA**

Mishcon de Reya
Summit House
12 Red Lion Square
London WC1R 4QD
Tel: 020 7440 7000
Fax: 020 7404 5982

Ref: 13043.

stephen.woolridge@mishcon.com

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- LR1. Date of lease : 1 February 2013
- LR2. Title number(s) : LR2.1 Landlord's title number(s)
NGL648333
- : LR2.2 Other title numbers
- LR3. Parties to this lease : Landlord
- CONSOLIDATED DEVELOPMENTS LIMITED** (co. reg number 02904116) of 131 Edgware Road, London, W2 2AP
- : Tenant
- SAJWAY LEBANESE FOOD LIMITED** (co. reg number 08234638) of 21 Berners Drive, West Ealing, London W13 0JS
- : Guarantor
- MOHAMAD SOBHI JANA** of 21 Berners Drive West Ealing London W13 0JS
- LR4. Property : In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.
- Those parts of the ground floor of the building known as 130 Charing Cross Road London WC2H 0LA as is shown edged red on the attached plan 2 as further described in clause 1.3.11
- LR5. Prescribed statements etc. : LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003
- None
- LR5.2 This lease is made under, or by reference to, provisions of:
- Leasehold Reform Act 1967
- Housing Act 1985
- Housing Act 1998

Housing Act 1996

None

LR6. Term for which the Property is leased : From and including the date of this Lease to and including 31 January 2023

LR7. Premium : None

LR8. Prohibitions or restrictions on disposing of this lease : This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc. : LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

: LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

: LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property : None

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

See clause 3.2

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

See clauses 3.4 and 3.5

LR12. Estate rentcharge burdening the Property : None

A. Principal Rent

: £34,000 per year (exclusive of Value Added Tax) subject to upwards review

- B. Rent Commencement Date** : the date of this Lease
- C. Rent Review Date(s)** : The 1 February 2018
- D. Permitted Use** : Use within Class A3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987
- E. Building** : the land and building known as 130 Charing Cross Road London WC2H 0LA being part of the land shown for identification edged red on the attached plan 1 and being registered with title number NGL648333

1. DEFINITIONS

1.1 Parties

The expressions **Landlord**, **Tenant**, **Guarantor**, **Property** and **Term** and have the meanings given to them in clauses LR3, LR4 and LR6.

1.2 Principal definitions

The expressions **Principal Rent**, **Rent Commencement Date**, **Rent Review Date(s)**, **Permitted Use**, and **Building** have the meanings given to them in clauses A to E.

1.3 Further definitions

These further definitions apply:

- 1.3.1 Base Rate** means the base lending rate for the time being of a London clearing bank selected by the Landlord;
- 1.3.2 Common Parts** means any entrances hallways passages staircases toilets lifts and other parts of the Building intended to be available for use by the Tenant in common with other occupiers of the Building and (where appropriate) any private roads footpaths forecourts and yards belonging with the Building;
- 1.3.3 Fair Proportion** means the proportion which the gross internal area of the Property bears to the total gross internal area of all lettable parts of the Building to be conclusively decided from time to time by the Landlord's surveyor acting in good faith as an expert;
- 1.3.4 Group Company** means a company that is from time to time a member of the same Group within the meaning of section 42 (as unamended) of the Landlord and Tenant Act 1954
- 1.3.5 Incumbrances** means the matters affecting the Property referred to in the Schedule;
- 1.3.6 Installations** means plant, machinery or equipment of any kind, including aerials, satellite dishes or other communications apparatus;

- 1.3.7 **Insured Risks** means loss or damage by fire explosion flooding storm tempest aircraft and articles dropped from them in peacetime riot civil commotion terrorist activities malicious damage burst pipes overflows from water tanks and such other risks as the Landlord may in good faith decide (but excluding any risks which are not insurable on terms which the Landlord in good faith considers reasonable, and subject to any excesses, exclusions or limitations imposed by the insurers in accordance with normal practice);
- 1.3.8 **Landlord** includes the person for the time being entitled to the immediate reversion to the Term;
- 1.3.9 **Legislation** means Acts of Parliament and the laws, regulations and directives of the European Union and in each case any subordinate legislation, and (except in respect of Use Classes) references to any specific Legislation include its existing or future amendments replacements and re-enactments;
- 1.3.10 **Open Market Rent** means the annual rent that might reasonably be expected to be paid for the Property if it were let on the relevant Rent Review Date as a whole in the open market without a premium with vacant possession by a willing lessor to a willing lessee on a lease for a term commencing on the relevant Rent Review Date equal in duration to the then unexpired residue of the Term or ten years (whichever is the greater) on the same terms and conditions (except for the amount of rent but including the provisions for rent review) as in this Lease and with the benefit of any licence approval or consent granted by the Landlord at the request of the Tenant and assuming:
- (a) that the rent will be payable as from the expiry of a rent free period of such length (commencing on the relevant Rent Review Date) as the willing lessee would negotiate in the open market for (but only for) fitting out the Property;
 - (b) that all the covenants contained in this Lease have been fully observed and performed at all times;
 - (c) that on the relevant Rent Review Date the Property is capable of immediate occupation and fully fitted out and that nothing has been done to the Property by the Tenant or any subtenant which has diminished the rental value of the Property;
 - (d) that in the event that the Property has been destroyed or damaged by an Insured Risk it has been fully restored by the relevant Rent Review Date;
- but disregarding:
- (i) any effect on rent of the fact that the Tenant or any permitted subtenant may have been in occupation of the Property;
 - (ii) any goodwill attached to the Property by reason of its use by the Tenant or any permitted subtenant;

any effect on rent of any improvement to the Property made by the Tenant or a permitted subtenant at its own expense with the written consent of the Landlord (where required) otherwise than under any obligation to the Landlord.

- 1.3.11 **Outgoings** means existing and future rates, taxes, assessments and outgoings, statutory or otherwise, national or local, recurring or non-recurring, and even if novel;
- 1.3.12 **Property** means each and every part of the Property and all additions made in or to it at any time during the Term and all landlord's fixtures and fittings, but does not include any part (other than internal finishes and doors and shop front and windows) of the Structure of the building or any Service Media which serve other parts of the Building;
- 1.3.13 **Relevant Event** means either:
- (a) the Lease is disclaimed; or
 - (b) the Lease is forfeited; or
 - (c) the Tenant (or the last surviving Tenant if more than one), in the case of an individual, dies or, in the case of a company, is dissolved or the Tenant otherwise ceases to exist
- 1.3.14 **Rent Days** means 25 March, 24 June, 29 September and 25 December in each year;
- 1.3.15 **Service Charge** means the Fair Proportion of every amount (including professional fees, finance costs and any irrecoverable input VAT) from time to time incurred by the Landlord in performing its obligations under clause 6.3 of this Lease, in complying with its obligations under any Legislation in respect of the Building, in paying any Outgoings relating to the Common Parts, and in providing any other services which, on principles of good estate management, the Landlord considers appropriate for the common benefit of the occupiers of the Building and including managing agents' fees (or, if the Landlord does not employ managing agents, a reasonable sum by way of a management charge);
- 1.3.16 **Service Media** means ducts flues gutters pipes drains sewers cables conduits wires and other media for conducting water soil gas electricity telephone telex and other electrical impulses air smoke and fumes and other similar things;
- 1.3.17 **Specified Rate** means three per cent per year above Base Rate;
- 1.3.18 **Structure** means (as applicable to the Building) foundations, roofs, steel frame, concrete floor slabs, load-bearing columns, floor joists, roof supports, and load-bearing walls and external walls (whether or not load-bearing) and the external surfaces of the window frames in the external walls;
- 1.3.19 **Tenant** includes the Tenant's successors in title including personal representatives;
- 1.3.20 **VAT** means value added tax charged pursuant to the Value Added Tax Act 1994.

2. INTERPRETATION

(3) Any non-load bearing walls separating the Property from another part of the Building shall be party walls and repairable as such.

- (b) When any party comprises two or more persons, they are liable under their obligations jointly and individually.
- (c) Each covenant by the Tenant not to do any act or thing includes a covenant that the Tenant shall not allow it to be done by any of the Tenant's subtenants, visitors, employees, independent contractors, or any other person under the Tenant's control.
- (d) Whenever the consent or approval of the Landlord is required for any matter under or relating to this Lease, it shall only be effective when embodied in a document executed and delivered as a deed by the Landlord.
- (e) The headings are only for convenience and are not to affect the interpretation of this Lease.
- (f) Words given by way of example or inclusion do not imply any limitation.
- (g) The parties to this agreement do not intend any of its terms to be enforceable by a third party (as defined in Section 1 of the Contracts (Rights of Third Parties) Act 1999) other than the Landlord's and the Tenant's respective successors in title.

3. **GRANT OF LEASE**

3.1 **Demise**

The Landlord demises the Property to the Tenant for the Term at the Principal Rent..

3.2 **Rights Granted**

The Tenant is granted the shared use of the Common Parts and the shared use of any Service Media which the Landlord owns or is entitled to use and which serve the Property, and the right to such shelter and support from other parts of the Building as the Property enjoys at the date of this Lease.

3.3 **No Implied Rights**

Apart from the rights granted by clause 3.2, the Tenant is not granted, and shall not become entitled to, any right of any kind over or from any other part of the Building or any adjacent property.

3.4 **Subjections**

The Property is demised subject to the Incumbrances and all rights of the owners and occupiers of any adjoining or neighbouring property.

3.5 **Reservations**

The Landlord reserves:

- 3.5.1 for the benefit of other parts of the Building and any adjoining or neighbouring property, the right to use and make new connections into any Service Media in the Property which are capable of serving them, and
- 3.5.2 the right where necessary to erect scaffolding on the outside of the Building for the purpose of exercising or carrying out the Landlord's rights and obligations under this Lease, but so that access to the Property shall not be prevented, and

- 3.5.3 the right to build onto or alter parts of the Building other than the Property including the right to alter the Common Parts but without permanently making the access to the Property materially less commodious, and
- 3.5.4 the rights of entry mentioned in other provisions of this Lease.
- 3.5.5 The right to impose regulations in the interest of good estate management relating to the use of the Common Parts.

4. **RENTS**

4.1 **Principal Rent**

- 4.1.1 The Tenant shall pay the Principal Rent by equal payments in advance on the Rent Days, and proportionately for any part of a year. The Principal Rent is payable as from the Rent Commencement Date and the first payment is to be made on that date.
- 4.1.2 The amount of the Principal Rent will increase on each Rent Review Date to the Open Market Rent (ascertained in accordance with clause 4.5) of the Property on that date if that is more than the Principal Rent payable before that date, but the amount of the Principal Rent will not decrease.

4.2 **Insurance contribution**

The Tenant shall pay to the Landlord, as additional rent, within fourteen days of demand, an amount equal to (1) a Fair Proportion of the costs properly incurred by the Landlord in insuring (other than for loss of rent) under clause 6.2, including the cost of insurance valuations, and (2) the whole of the costs properly incurred by the Landlord in insuring under that clause for loss of rent payable under this Lease.

4.3 **Service charge**

- 4.3.1 The Tenant shall pay the Service Charge to the Landlord as additional rent as set out in this clause;
- 4.3.2 The Tenant shall pay to the Landlord on each of the Rent Days, on account of the Service Charge, one quarter of the total estimated amount of the Service Charge for the year in question as determined by the Landlord or the Landlord's surveyor in good faith (and whether before or after the Landlord incurs the relevant costs) and if at any time it appears to the Landlord acting reasonably that (whether due to the need arising to incur a cost which was not anticipated or for any other reason whatsoever) the payment on account payable by the Tenant shall be insufficient to meet the Service Charge for that year, the Landlord shall be entitled to serve on the Tenant a demand for a supplemental payment on account of such amount as the Landlord may specify, accompanied by a written explanation of the reason for it, and the Tenant shall pay the amount demanded within fourteen days of service of the demand.
- 4.3.3 The Landlord shall not less frequently than once every twelve months give the Tenant a detailed statement showing the computation of the Service Charge since the later of the start of the Term or the date on which the last statement was prepared, and the Tenant shall within fourteen days from receiving that statement

pay any shortfall between the Service Charge shown on the statement and any sums paid on account;

4.3.4 The Landlord shall keep proper records of the costs included in the Service Charge and in respect of each statement the Landlord (at its choice) shall either give the Tenant a reasonable opportunity to inspect the relevant records, invoices and receipts or give the Tenant a certificate signed by a chartered accountant stating that the sums set out in the statement are supported by records, invoices and receipts produced to him (and any such certificate shall be conclusive as to the matters it certifies);

4.3.5 Any dispute concerning the Service Charge shall be referred to arbitration in accordance with clause 7.2;

4.4 VAT

4.4.1 The Tenant shall pay any VAT payable on the above rents, as additional rent, at the same time as the payment to which it relates;

4.4.2 If the Landlord is not entitled to recover its input VAT on any expenditure which the Tenant is liable to reimburse under the terms of this Lease, the Tenant shall also reimburse the irrecoverable VAT.

4.5 Rent Review

4.5.1 The Landlord and the Tenant may agree the Open Market Rent at any time. If the Open Market Rent has not been agreed by the date three months before the relevant Rent Review Date then until it has been agreed either of them may, by giving notice in writing to the other, require the matter to be decided by an independent surveyor.

4.5.2 The independent surveyor shall act as an expert and not as an arbitrator and shall give the Landlord and the Tenant a reasonable opportunity to make written representations to him but his decision shall be final and binding on the parties save for manifest error and he shall have authority to determine the proportions in which the costs of his determination shall be borne between the Landlord and the Tenant.

4.5.3 The independent surveyor shall be appointed (in the event of the Landlord and the Tenant failing to agree on the appointee within fourteen days of notice having been given under clause 4.5.1) by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors ("RICS") on the application of either party;

4.5.4 If the independent surveyor does not determine the Open Market Rent within a reasonable time (not exceeding six months) after his appointment, either the Landlord or the Tenant may require a substitute to be appointed following the same procedure.

4.5.5 If the Principal Rent payable from any Rent Review Date has not been ascertained by that date, the Tenant shall continue to pay the Principal Rent on account at the rate payable immediately before that Rent Review Date until the Rent Day immediately following the ascertainment of the new Principal Rent. On that Rent Day the Tenant shall pay (as rent in arrear) the amount of the excess of the new

rent for the period from the relevant Rent Review Date to that Rent Day over the amount paid on account, together with interest at Base Rate calculated instalment by instalment.

- 4.5.6 Immediately after the ascertainment of the new Principal Rent at each Rent Review Date, a memorandum of the new Principal Rent shall be prepared by the Landlord or its solicitors and signed by or on behalf of the parties in duplicate and attached to this Lease and to the counterpart.

5. **TENANT'S OBLIGATIONS**

The Tenant covenants as follows:

5.1 **Rents**

The Tenant shall:

- 5.1.1 pay the Principal Rent and other reserved rents on their due dates in accordance with clause 4 in each case without any deduction, counter-claim or set-off (other than any deduction required by Legislation);
- 5.1.2 if required by the Landlord, pay the Principal Rent by bank standing order or credit transfer to a bank account nominated by the Landlord.

5.2 **Interest on late payments**

The Tenant shall pay interest, both before and after any judgment, on any rent or other sum payable to the Landlord under this Lease which the Tenant fails to pay within fourteen days of the due date. The interest is to be paid on demand and will be calculated at the Specified Rate from the due date until actual payment, unpaid interest being compounded on each of the Rent Days.

5.3 **Outgoings**

- 5.3.1 The Tenant shall promptly pay all Outgoings relating to the Property or its occupiers but not tax (other than VAT) on the Landlord's rental income or tax on the Landlord's dealings with its reversion. If any sums payable by the Tenant relate to both the Property and other property, the Tenant shall pay a Fair Proportion of these sums.
- 5.3.2 If the Tenant obtains empty property relief in respect of any of those Outgoings during the Term, the Tenant shall indemnify the Landlord to the extent to which, as a consequence, the Landlord is denied such relief after the end of the Term.
- 5.3.3 The Tenant shall within fourteen days of written demand pay a Fair Proportion of any costs (so far as they are not included in the Service Charge) of repairing maintaining renewing and (where applicable) lighting and cleaning any Service Media used in common with other property and any party walls and structures and any private roadways, yards or other areas or amenities used in common by the Property and any other property.

5.4 Payment for services and supplies

The Tenant shall promptly pay for all gas, water, and electricity consumed and all telephone and similar services used on the Property.

5.5 Repairs and other works

The Tenant shall:-

- 5.5.1 keep the Property in good and substantial repair and condition and clean and tidy throughout the Term;
- 5.5.2 carry out any works to the Property required or recommended by the insurers of the Property or a statutory authority;
- 5.5.3 decorate, using good quality materials, the interior of the Property in every fifth year of the Term and the exterior of the Property in every third year of the Term and in each case also in the last two months of the Term (however it may end), the final decoration being with colours and types of finish previously approved by the Landlord and the Landlord shall not withhold that approval unreasonably;
- 5.5.4 replace (with replacements of at least the same quality) any Landlord's fixtures and fittings which become damaged beyond economic repair;
- 5.5.5 replace any glass which becomes cracked or broken and insure any plate glass with reputable insurers in its full replacement cost in the joint names of the Tenant and the Landlord and produce the policy and the premium receipts to the Landlord on demand;
- 5.5.6 immediately on becoming aware of it, give notice to the Landlord of any damage or destruction by Insured Risks or anything else which the Landlord is liable to remedy under the Landlord's covenants in this Lease;
- 5.5.7 indemnify the Landlord in respect of all liabilities, costs, claims, proceedings, actions and expenses arising directly or indirectly out of the condition of the Property or its use by or any other act or omission of the Tenant or a subtenant or any other person under the Tenant's control;

but the obligations under 5.5.1 to 5.5.4 above do not require the Tenant to repair or remedy any damage caused by any Insured Risks unless the insurers refuse to pay all or any part of the policy moneys because of any act or omission of the Tenant or its employees agents or subtenants.

5.6 Legislation and Statutory Consents

The Tenant shall:

- 5.6.1 comply with all existing and future Legislation and any planning permissions and other statutory consents applicable to the Property and its use;
- 5.6.2 immediately give to the Landlord a copy of, and take all necessary steps to comply with, every notice order or proposal relating to the Property or its use received by the Tenant from any government department or local or public authority under any Legislation;

5.6.3 if the Landlord reasonably requires, join with the Landlord in making objections or representations against any notice order or proposal relating to the Property or its use;

5.6.4 indemnify the Landlord against all liabilities in respect of any breach of the above obligations.

5.7 **Alterations and Signs**

5.7.1 The Tenant shall not alter or add to the Property so as to:

- (a) affect the outside appearance of the Property,
- (b) reduce the lettable floor area of the Property,
- (c) unite the Property with any other property,
- (d) block up or obstruct any outside doors or windows,
- (e) stop off or affect the working of any Service Media, or
- (f) affect any part of the Structure.

5.7.2 The Tenant shall not make any other alterations or additions to the Property without the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. If approval is given for any such works, the Tenant shall carry them out in a good and workmanlike manner in compliance with all relevant Legislation, and shall reinstate the Property at the end of the Term if the Landlord requires, and shall make good any damage caused to the Property.

5.7.3 The Tenant shall not erect or display any signs, notices or advertisements which are visible outside the Property without the Landlord's prior written approval, which the Landlord shall not unreasonably withhold in the case of normal business signs to be displayed on the fascia of the shop front. The Landlord's consent shall not be required in respect of any signed notices or advertisements which are required by any Legislation or which are temporary in nature but appropriate to the nature and location of the Property and the Permitted Use and which the Tenant shall remove if requested to do so by the Landlord.

5.8 **Installations and Overloading**

The Tenant shall not:

- 5.8.1 install any Installations outside the Property;
- 5.8.2 install any Installations inside the Property other than those appropriate to the Permitted Use;
- 5.8.3 overload any part of the floors, walls, ceilings or other structures of the Property;
- 5.8.4 overload the Service Media in or serving the Property or the Building;
- 5.8.5 install any heavy, noisy or vibrating Installations without the Landlord's prior written approval.

5.9 Notice to carry out works

If the Landlord serves on the Tenant a written notice specifying any works required to comply with any of the Tenant's obligations under this Lease:

- 5.9.1 the Tenant shall start those works within two months (or immediately in emergency) and then diligently proceed with them and shall complete them to the Landlord's satisfaction;
- 5.9.2 if the Tenant fails to comply with any part of 5.9.1 above, the Landlord may enter the Property and carry out or complete the works, in which case the Tenant shall pay to the Landlord, as a debt due on demand, the costs so incurred by the Landlord including (but not limited to) legal costs, surveyors' and architects' and other professional fees, insurance premiums and other expenses and any irrecoverable VAT.

5.10 Use of the Property

The Tenant shall use the Property only for the Permitted Use, but the Tenant shall not:

- 5.10.1 do or bring anything in or on the Property which is or becomes a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property;
- 5.10.2 use the Property for any illegal or immoral purpose;
- 5.10.3 hold any auction sale or public exhibition or public or political meeting on the Property;
- 5.10.4 use the Property for gaming or for playing amusement machines or for sleeping or for residential purposes;
- 5.10.5 stand anything outside the Property;
- 5.10.6 cause or permit any toxic, contaminative, hazardous or dangerous substances to be on, or to escape or be discharged from, the Property;
- 5.10.7 use any of the Common Parts in any unreasonable or improper manner or contrary to any regulations reasonably imposed by the Landlord and notified to the Tenant in writing;
- 5.10.8 do or bring anything in or on the Property or the Building which may invalidate any insurance policy relating to the Property or the Building or which may increase the premium payable for that insurance

5.11 Assignment and Underletting

- 5.11.1 The Tenant shall not assign, sublet, charge or part with possession of or share occupation of the whole or any part of the Property, except by an assignment of the whole complying with clause 5.11.2 or a sublease complying with clause 5.11.4 or a sharing complying with clause 5.11.5.
- 5.11.2 The Tenant shall not assign the whole of the Property unless:

- (a) the assigning Tenant obtains the Landlord's prior written approval, which the Landlord shall not (subject to clause 5.11.3) unreasonably withhold, and
- (b) the assigning Tenant enters into an authorised guarantee agreement in a form reasonably required by the Landlord in accordance with s.16 of the Landlord and Tenant (Covenants) Act 1995, and
- (c) any guarantor of the liabilities of the assigning Tenant under this Lease gives the Landlord a guarantee of the liabilities of the assigning Tenant under that authorised guarantee agreement either in the form of clause 8 or (at the Landlord's absolute discretion) in a form reasonably required by the Landlord.
- (d) the assignee and any guarantor or guarantors reasonably required by the Landlord give the Landlord a direct covenant in a form reasonably required by the Landlord in which they covenant to pay the rents and observe and perform the Tenant's obligations under this Lease for the residue of the term or until earlier release of the assignee by operation of that Act.

5.11.3 The Landlord may refuse to approve a proposed assignment in (but not limited to) any of the following circumstances :

- (a) there are subsisting breaches of the Tenant's obligations under this Lease;
- (b) the Landlord reasonably considers that the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's obligations under this Lease;
- (c) the Landlord reasonably considers that the proposed assignment would reduce the value of the interest of the Landlord in the Property or in any adjoining or neighbouring property (when valued as if it were to be sold on the day after the assignment would take place);
- (d) the Landlord reasonably considers that the ability of the proposed assignee to meet the obligations imposed by this Lease is less than that of the proposed assignor together with any existing guarantor of the assignor's liabilities under this lease (other than any guarantor under an existing authorised guarantee agreement;

and any dispute under this clause 5.11.3 shall be determined by arbitration under clause 7.2.

5.11.4 The Tenant shall not sublet the whole of the Property unless:

- (a) the Tenant obtains the Landlord's prior written approval, which the Landlord shall not unreasonably withhold, and
- (b) the rent payable under the sublease is:
 - (i) not less than the best rent reasonably obtainable on the open market (without payment of a premium or other inducement) and

- (ii) payable not more than one quarter in advance, and
 - (iii) (if the term of the sublease extends beyond a Rent Review Date under this Lease) subject to review on the same dates and on the same basis as under this Lease, and
 - (c) the terms of the sublease are similar to, and not less onerous than, the terms of this Lease but do not permit the subtenant to sublet, and
 - (d) the subtenant gives the Landlord a direct covenant in a form reasonably required by the Landlord in which the subtenant covenants:
 - (i) to observe and perform the Tenant's obligations under this Lease (other than the obligation to pay rent) throughout the term of the sublease or until earlier release of the subtenant by operation of the Landlord and Tenant (Covenants) Act 1995;
 - (ii) not to assign part only of the sublet property or sublet the whole or part of the sublet property;
 - (iii) not to assign the whole of the sublet property without the Landlord's prior written approval (which shall not be unreasonably withheld); and
 - (iv) to procure that any permitted assignee of the sub-tenant give the Landlord a direct covenant on the same terms as 5.11.4(d)
 - (e) the tenancy created by the sublease is validly excluded from sections 24 to 28 of the Landlord and Tenant Act 1954
- 5.11.5 If the Tenant sublets the Property the Tenant shall use its best endeavours to compel the subtenant to comply with the terms of the sublease and shall not agree to or acquiesce in any reduction of any of the obligations of the subtenant.
- 5.11.6 A Tenant or subtenant which is a limited company, may (by way of licence but not subletting) share occupation of the Property with a Group Company of itself.
- 5.11.7 The Tenant shall give the Landlord's solicitors, within four weeks, written notice of any assignment, mortgage, devolution on death or bankruptcy, or subletting of the whole of the Property and a copy of every relevant document, and pay a registration fee of Thirty Pounds (exclusive of VAT) per document.

5.12 Rights of entry

The Tenant shall allow the Landlord and others authorised by the Landlord:

- 5.12.1 at reasonable times after giving the Tenant reasonable prior notice (or at any time without notice in emergency) to enter the Property for the following purposes:
- (a) to inspect its state and condition,
 - (b) to comply with its obligations under any Legislation,

- (c) to show it to prospective purchasers or (during the last six months of the Term) to prospective tenants,
- (d) to value it for insurance or rent reviews,
- (e) to inspect, repair, maintain, renew or alter any adjacent property or any Service Media serving it but causing as little disturbance to the Tenant or a subtenant as possible and making good all damage caused to the Property;
- (f) to carry out works which the Landlord is obliged or permitted to carry out under other provisions of this Lease;
- (g) for any other reasonable and proper purposes;

5.12.2 during the last six months of the Term, to display a notice for re-letting the Property in a reasonably suitable place on the outside of the Property.

5.13 End of Term

At the end of the Term (however it may end) the Tenant shall:

- 5.13.1 give vacant possession of the Property to the Landlord in the condition required of the Tenant by this Lease;
- 5.13.2 hand over to the Landlord a complete copy of the records of prescribed information and the fire safety arrangements in respect of the Property compiled and updated in compliance with the Regulatory Reform (Fire Safety) Order 2005;
- 5.13.3 hand over to the Landlord a complete copy of any Health and Safety File required to be compiled and updated in accordance with the Construction (Design and Management) Regulations 2007;
- 5.13.4 remove from the Property the Tenant's and any subtenant's fixtures and fittings and anything else belonging to the Tenant or a subtenant including any signs and advertisements and make good all damage caused to the Property by their removal;
- 5.13.5 without affecting its obligations under sub-clauses 5.13.1 and 5.13.4, be deemed to authorise the Landlord to sell, as agent for the Tenant, and to account to the Tenant for the net sale proceeds of, anything which the Tenant fails to remove under those obligations, and the Tenant shall indemnify the Landlord against the costs of removal storage and sale and against any liability arising out of the sale.
- 5.13.6 procure the cancellation of the registration of this Lease if the Lease has been registered at the Land Registry or has been noted against the Landlord's registered title and the Tenant shall keep the Landlord indemnified against the costs incurred by the Landlord in cancelling any registration of this Lease if the Tenant shall have failed to do so.

5.14 Reimbursement of Costs

The Tenant shall pay, on a full indemnity basis, all costs, charges and expenses (including proper legal costs, surveyors' fees and other professional charges and any irrecoverable VAT) which may be incurred by the Landlord in connection with any of the following:

- 5.14.1 any application by the Tenant to the Landlord for an approval or consent, whether or not it is given (except where it is unlawfully withheld);
- 5.14.2 any application by the Tenant to the Landlord for the preparation of any deed or document which under the provisions of this Lease is to be in a form required (or reasonably required) by the Landlord;
- 5.14.3 the preparation, service and enforcement of any notice of a breach of the Tenant's obligations under this Lease including any notice under section 146 or 147 of the Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, even if forfeiture (if applicable) is avoided otherwise than by relief granted by the Court;
- 5.14.4 the preparation, service and enforcement of any schedule of dilapidations relating to the condition of the Property during the Term or at the date on which it ends (however it may end);
- 5.14.5 the preparation and service of any notice under the Landlord and Tenant (Covenants) Act 1995 relating to liabilities arising under or in relation to this Lease;
- 5.14.6 the recovery or attempted recovery of arrears of rent and other sums due under this Lease or the enforcement or attempted enforcement of remedies for breach of the Tenant's covenants in this Lease.

5.15 Damage or destruction

If the whole or any part of the Building is damaged or destroyed, the Tenant shall pay to the Landlord within seven days of demand:

- 5.15.1 a sum equal to a Fair Proportion of any uninsured excess under the terms of the insurance maintained under clause 6.2.1,
- 5.15.2 a sum equal to the whole of any insurance monies which are irrecoverable due to a breach of clause 5.10.8 or some other act or default by the Tenant, any subtenant, or any visitor to the Property.

5.16 Incumbrances

The Tenant shall comply with the Incumbrances and shall indemnify the Landlord against any non-compliance.

6. LANDLORD'S OBLIGATIONS

The Landlord covenants with the Tenant as follows (but no person shall be liable as Landlord in relation to any time after its interest in the Property has been transferred):

6.1 Quiet Enjoyment

If and as long as the Tenant pays the rents reserved by this Lease and complies with the Tenant's obligations under this Lease, the Landlord shall give the Tenant exclusive possession of the Property during the Term without any lawful interference by the Landlord or any person deriving title under or in trust for the Landlord.

6.2 Insurance

6.2.1

- (a) The Landlord shall insure the Building (excluding tenant's and trade fixtures and fittings and excluding any plate glass other than in the Common Parts) with reputable insurers or underwriters through an agency selected by the Landlord from loss or damage by the Insured Risks in the full cost (including VAT) of clearance and reinstatement and including professional services and three years' loss of the Principal Rent under this Lease and third party liability;
- (b) The Landlord shall produce evidence of the insurance to the Tenant on reasonable request but not more than once in any period of twelve months;
- (c) In the event of damage to or destruction of the Property due to any Insured Risks then, subject to receiving the insurance monies and payment by the Tenant of any uninsured excess, and subject to obtaining all necessary statutory and other consents (which the Landlord shall endeavour to obtain as soon as practicable), the Landlord shall use the insurance monies (other than those payable in respect of loss of rent which shall belong to the Landlord) to rebuild and reinstate the Property and the means of access to it, provided that the Property as rebuilt or reinstated need not be identical but shall not be materially smaller or less suitable for the Permitted Use than before the damage or destruction.

6.2.2 The Tenant shall not be liable for any damage or destruction by Insured Risks except under clause 5.15.

6.2.3 The Landlord's obligations under clause 6.2.1 shall not apply if the Tenant is in breach of clause 5.10.8.

6.3 Landlord's Services

6.3.1 The Landlord shall keep in good and substantial repair the Structure of the Building and the Common Parts;

6.3.2 The Landlord shall keep the Common Parts clean and (in the case of internal Common Parts) suitably furnished, in good decorative condition and suitably lighted;

6.3.3 The Landlord shall keep any toilets, washing facilities and baby changing rooms comprised in the Common Parts suitably serviced, and provided with hot and cold water

6.4 **No Implied Obligations**

This Lease does not impose any obligations on the Landlord except those expressly set out in this Lease.

7. **MISCELLANEOUS**

7.1 **Damage or destruction**

If the Building is damaged or destroyed by any of the Insured Risks so as to render the whole or any part of the Property inaccessible or incapable of beneficial use and occupation then (unless the insurers refuse to pay the insurance monies because of a breach of clause 5.10.8):

7.1.1 the Principal Rent reserved by this Lease, or a fair proportion of it according to the nature and extent of the destruction or damage, shall immediately **cease** to be payable by the Tenant until the damaged or destroyed parts are fully rebuilt or reinstated in accordance with clause 6.2.1(c) or (if earlier) until the expiration of three years from the occurrence of such destruction or damage;

7.1.2 if the Property has not been rebuilt or reinstated in accordance with clause 6.2.1(c) so as to render it fully accessible and capable of beneficial use and occupation by the end of those three years, or if rebuilding or reinstatement is impossible or unlawful, either the Landlord or the Tenant (but not a party which is in default of its own obligations relating to the rebuilding or reinstatement or the payment of its cost) may end the Term of this Lease by giving immediate written notice to the other, in which event the Term shall absolutely determine (but without prejudice to the accrued rights or remedies of either party) and the insurance monies shall wholly belong to the Landlord (except that where the sum insured has been increased, at the Tenant's request and cost, to include the rebuilding cost of any improvements to the Property made by the Tenant at the Tenant's own cost and not under an obligation to the Landlord, the increased part of the insurance monies shall be paid to the Tenant);

and any dispute under this clause shall be referred to arbitration under clause 7.2.

7.2 **Arbitration**

Any dispute arising under clauses 4.3.1, 5.11.3 or 7.1 shall be referred to an independent chartered surveyor to be appointed jointly by the Landlord and the Tenant or (in the absence of a joint appointment) at the request of either the Landlord or the Tenant by the President for the time being of the Royal Institution of Chartered Surveyors and the independent surveyor shall act as an arbitrator in accordance with Part I of the Arbitration Act 1996.

7.3 **Interruption of Services**

The Landlord is not liable for loss, damage or inconvenience arising out of any interruption in the use of Service Media or Common Parts or in the provision of any service by the Landlord due to the need for maintenance, repair, renewal or alteration or anything beyond the Landlord's control.

7.4 Forfeiture

7.4.1 The Landlord may re-enter upon the Property (or any part of it as if re-entering the whole) if:

- (a) any of the reserved rents are at any time unpaid for fourteen days or more after becoming payable (whether lawfully demanded or not), or
- (b) any of the Tenant's obligations under this Lease are not performed or observed, or
- (c) any Tenant or any Guarantor (being an individual) becomes bankrupt or (being a company) materially reduces its share capital or its net tangible assets or enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation not involving a material reduction of its share capital or its net tangible assets) or is struck off the Register of Companies or has a receiver or administrative receiver appointed over any of its assets or an administrator or (in either case) makes any assignment for the benefit of creditors or enters into an agreement or proposes or makes any arrangement with creditors for the liquidation of debts by composition or otherwise or suffers any distress or process of execution.

7.4.2 If the Landlord enters the Property under this power, the Term will absolutely determine but the Landlord will retain any right of action against the Tenant for breaches of the Tenant's obligations under this Lease prior to the determination.

7.5 Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to notices served under this Lease and (so far as the law permits) to notices in respect of the Property served under the Law of Property Act 1925, the Landlord and Tenant Act 1954, the Leasehold Property (Repairs) Act 1938 and the Landlord and Tenant (Covenants) Act 1995.

7.6 Landlord and Tenant Act 1954

7.6.1 The parties to this lease agree that the provisions of Section 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

7.6.2 The parties confirm that:

- (a) The Landlord served a notice on the Tenant as required by Section 38(A)(3)(a) of the Landlord & Tenant Act 1954 ("the 1954 Act") and which applies to the tenancy created by this Lease before this Lease was entered into; and
- (b) The Tenant made a statutory declaration dated 29 January 2013 in accordance with the requirements of Section 38(A)(3)(b) of the 1954 Act.

7.6.3 The parties to this Lease agree that the provisions of Sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

7.7 Landlord's Break Clause

If the Landlord wishes to determine this Lease at any time and the Landlord serves on the Tenant not less than six months prior notice in writing to that effect (as to which time shall be of the essence) then this Lease shall determine and the Term shall end on the Landlord's Break Date but without prejudice to the rights and remedies of the Landlord in respect of any antecedent breach non-observance or non-performance of any of the Tenant's covenants or the conditions contained in this Lease

7.8 Law and Jurisdiction

This Lease shall be construed in accordance with English Law and the Tenant irrevocably submits to the non-exclusive jurisdiction of the Courts of England to settle any disputes which may arise out of or in connection with this Lease and waives any objection to any legal action or proceedings in any such court on the grounds of venue or on the grounds that the action or proceedings have been brought in an inconvenient or inappropriate forum.

8. GUARANTOR'S COVENANT

8.1 Principal Debtor

The Guarantor covenants with the Landlord, as principal debtor, that if the Tenant fails to pay any of the reserved rents on their due dates or fails to perform and observe any of the Tenant's obligations under this Lease it will indemnify the Landlord against all claims, demands, losses, damages, liability, costs and expenses incurred by the Landlord by reason of any default.

8.2 Guarantee of Authorised Guarantee Agreement

So far as the law permits, the Guarantor also covenants with the Landlord, as principal debtor, that:

- 8.2.1 the Tenant will comply with its obligations under any authorised guarantee agreement to be entered into by the Tenant and will indemnify the Landlord against any losses, damages, costs and expenses incurred by the Landlord if the Tenant fails to do so;
- 8.2.2 if requested to do so by the Landlord, it will enter into a separate guarantee of the Tenant's obligations under any authorised guarantee agreement (such guarantee to be in the terms set out in this clause subject to such amendments as the Landlord may reasonably require); and
- 8.2.3 it will guarantee the obligations of the Tenant in any new lease that the Tenant may be required to enter into under the terms of the authorised guarantee agreement such guarantee to be in the terms set out in this clause subject to such amendments as the Tenant may reasonably require.

8.3 Guarantor's liability

None of the following or any combination of them shall affect the liability of the Guarantor:

- 8.3.1 any neglect, delay or forbearance of the Landlord in enforcing the Tenant's obligations;

- 8.3.2 any refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord is entitled (or would, after the service of a notice under section 146 of the Law of Property Act 1925, be entitled) to re-enter the Property;
- 8.3.3 any extension of time given by the Landlord to the Tenant;
- 8.3.4 any variation of the terms of the Lease or the authorised guarantee agreement entered into by the Tenant (subject to section 18 of the 1995 Act);
- 8.3.5 any surrender of part (as distinct from the whole) of the Property;
- 8.3.6 any change in the constitution, structure or powers of either the Tenant, the Guarantor or the Landlord;
- 8.3.7 any legal limitation or any immunity, disability or incapacity of the Tenant (whether or not known to the Landlord) or the fact that any dealings with the Landlord by the Tenant may be outside or in excess of the powers of the Tenant;
- 8.3.8 any other act, omission, matter or thing whatsoever which, but for this provision, would release the Guarantor either wholly or in part (other than a release by deed given by the Landlord).

8.4 **Grant of new lease**

The Guarantor further covenants with the Landlord that if a Relevant Event occurs prior to the release of the Tenant pursuant to the 1995 Act, the Guarantor shall, if required in writing by the Landlord within six months of becoming aware of the Relevant Event, enter into a new lease of the Property on the terms set out in clause 8.5 and pay the costs of the new lease.

8.5 **Terms of new lease**

The new lease referred to in clause 8.4 is to take effect from the date of the Relevant Event and is to be on the following terms:

- 8.5.1 for a term equal to the residue of the Term which would have remained had the Relevant Event not occurred;
- 8.5.2 at the rent reserved by the Lease on the date of the Relevant Event (subject to clause 8.6) and subject to review on the same terms and dates as provided by the Lease;
- 8.5.3 including, where appropriate, provisions reflecting clause 8.6;
- 8.5.4 otherwise subject to the same terms, conditions and provisions contained in the Lease and subject to the Lease if the Lease is still subsisting or the right of any person to have the Lease vested in it.

8.6 **Rent review in new lease**

If at the date of the Relevant Event there is a rent review pending under the Lease, then:

8.6.1 the relevant review date in the Lease shall also be a rent review date in the new lease;

8.6.2 the rent reserved by the new lease shall be the rent at the relevant review date as agreed or determined in accordance with the new lease ("**New Principal Rent**");

8.6.3 until the rent is agreed or determined the rent reserved by the new lease shall be payable at the rate that was payable (ignoring any suspension or abatement of rent) under the Lease immediately before the Relevant Event ("**New Initial Rent**");

8.6.4 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 New Initial Rent and the New Principal Rent of the new lease in respect of the period after the date of the Relevant Event.

8.7 Liability for rent

If:

8.7.1 a Relevant Event occurs; and

8.7.2 the Guarantor's obligations under clause 8.1 are ended by virtue of the Relevant Event; and

8.7.3 the Landlord does not require the Guarantor to take a new lease in accordance with clause 8.4

the Guarantor will nevertheless, on demand, pay to the Landlord a sum equal to the rents and all other sums that would have been payable under the Lease but for the Relevant Event in respect of the period commencing on the date of the Relevant Event and ending on the earlier of:

8.7.4 the date twelve months after the Relevant Event

8.7.5 the date (if any) on which the Property is relet and any initial period of the reletting free of rent or at a concessionary rent expires.

8.8 Joint guarantors

Where two or more persons have guaranteed the obligations of the Tenant the release of one or more of them shall not release the others.

8.9 Insolvency of Tenant

The Guarantor will not claim in any insolvency proceedings or arrangement of the Tenant in competition with the Landlord. If it nevertheless does so it will pay to the Landlord the proceeds of all judgments and all distributions it may receive from such proceedings or arrangement to the extent of its liability to the Landlord.

8.10 Warranty

The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

8.11 **Waiver of Rights**

The Guarantor waives any rights to require the Landlord to proceed against the Tenant or to pursue any other remedy that may be available to the Landlord before proceeding against the Guarantor.

8.12 **No participation in security**

The Guarantor will not participate in any security held by the Landlord in respect of the Tenant's obligations under this lease and will not stand in the place of the Landlord in respect of any such security until all the obligations of the Tenant or the Guarantor to the Landlord under this lease have been performed or discharged.

8.13 **Severance of clause**

The invalidity of any provision of this clause 8 by virtue of the Landlord and Tenant (Covenants) Act 1995 shall not affect the validity of any other provision of this clause.

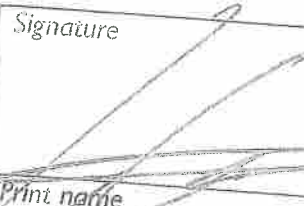
9. **EXECUTION**

The parties have executed and delivered this Lease as a deed on the date stated at the beginning of it.

SCHEDULE I - INCUMBRANCES

All matters (other than mortgages) referred to in the Property and Charges Registers of title no. NGL648333.

EXECUTED as a deed by
CONSOLIDATED DEVELOPMENTS
LIMITED
acting by a director, in the presence of:

Signature	
	
Print name	Director
L. KIRSCHER	

Witness signature

Name (in BLOCK CAPITALS)

Address



R. METCALFE

26 SOHO SQUARE

LONDON W1D 4NU

Mishcon de Reya

Summit House
12 Red Lion Square
London WC1R 4QD

T: +44 (0)20 7440 7000

F: +44 (0)20 7404 5982

www.mishcon.com

H.M. LAND REGISTRY

FILE NUMBER

NGL 648333

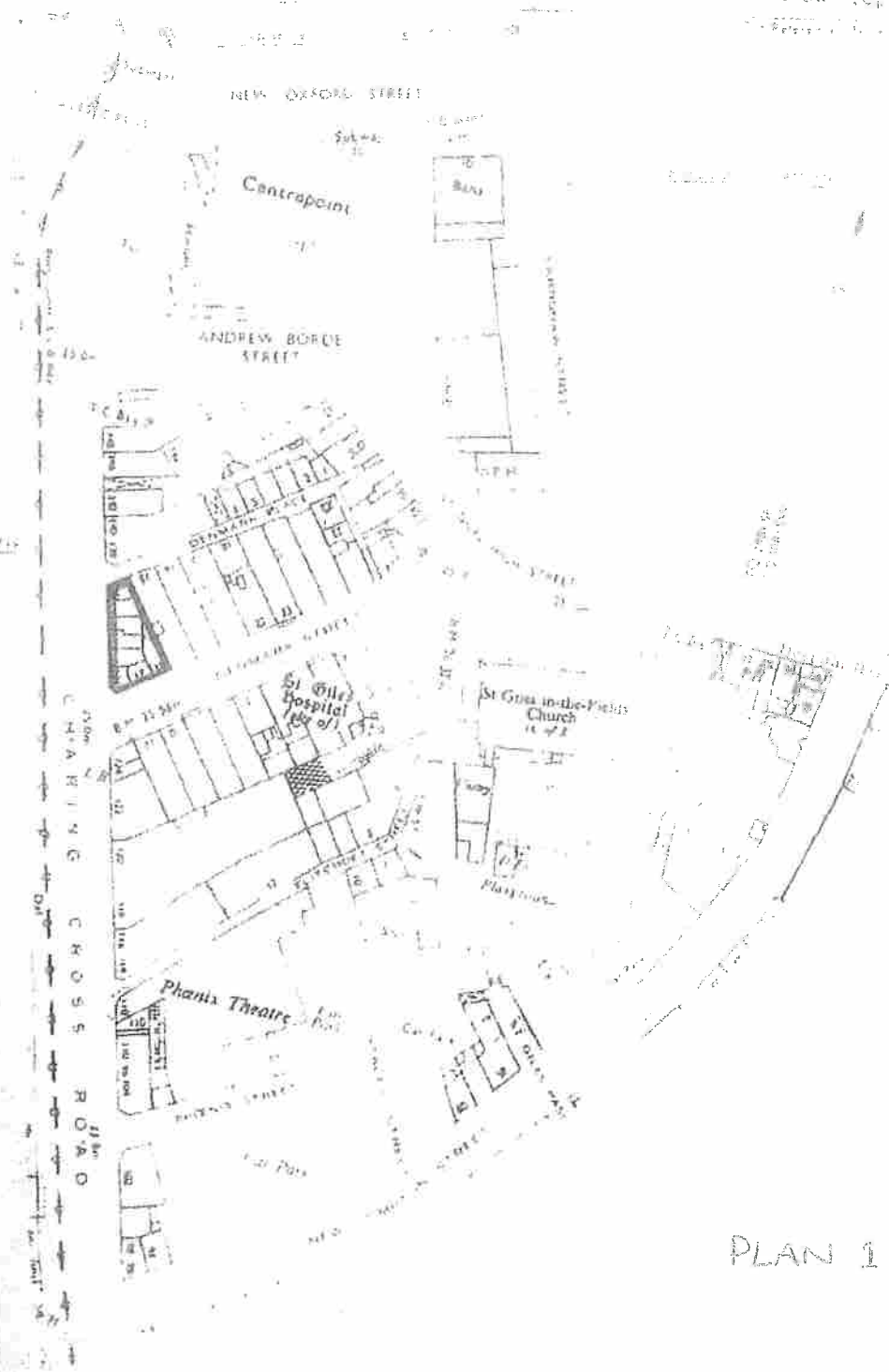
DRAWING SURVEY COUNTY SHEET
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PLAN 1

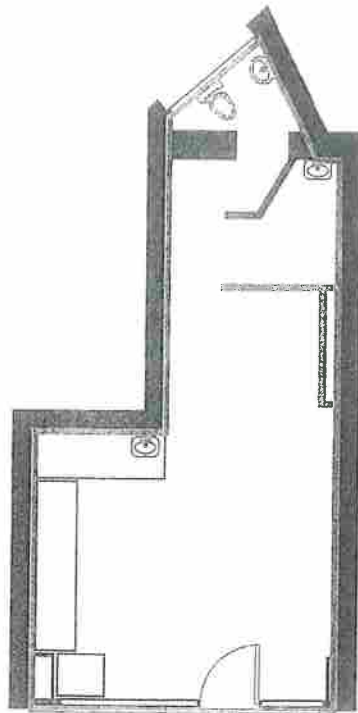




Shop Premises
130 Charing Cross Road
London
WC2H 0LA

Scale 1:100

Ground Floor



PAVEMENT OF CHARING CROSS ROAD

PLAN 2

REV			AMENDMENT			DATE		
<p>Magnolia Square Limited 20 Broadwick Street Soho London W1F 8HT 020 7479 4855</p>								
PRINT AT A4								
<p>PROJECT 130 Charing Cross Rd London WC2H 0LA</p>								
MEASURED SURVEY								
DRAWING TITLE LEASEPLAN								
SCALE 1:100			DRAWN BY 0			DATE Dec 12		
DRAWING NUMBER 0			7671					

Dated

24 July

2008

(1) CONSOLIDATED DEVELOPMENTS LIMITED

- and -

**(2) MR AHMED ABULLAHI &
MR ESLAM GHOUNEIN**

**LEASE
IN RESPECT OF
GROUND FLOOR PREMISES
AT 130 CHARING CROSS ROAD
LONDON WC2H 0LA**

Mishcon de Reya
Summit House
12 Red Lion Square
London WC1R 4QD
Tel: 020 7440 7183
Fax: 020 7404 2371
Ref: 54/DKH/13043.292
E-mail: davina.hay@mishcon.com

LR1. Date of lease : 24 July 2008

LR2. Title number(s) : LR2.1 Landlord's title number(s)
NGL648333

: LR2.2 Other title numbers
N/A

LR3. Parties to this lease : Landlord
CONSOLIDATED DEVELOPMENTS
LIMITED (company reg. no. 2904116)
whose registered office is at 17
Devonshire Street, London, W1N 1FS

: Tenant
MR AHMED ABULLAHI and MR
ESLAM GHOUNEIN of 130 Charing
Cross Road London WC2H 0LA

LR4. Property : In the case of a conflict between this
clause and the remainder of this lease
then, for the purposes of registration,
this clause shall prevail.

Ground floor premises at 130 Charing
Cross Road, London WC2 as further
described in Schedule 1

LR5. Prescribed statements etc LR5.1 Statements prescribed under
rules 179 (dispositions in favour of a
charity), 180 (dispositions by a
charity) or 196 (leases under the
Leasehold Reform, Housing and
Urban Development Act 1993) of the
Land Registration Rules 2003

None

- : **LR5.2** This lease is made under, or by reference to, provisions of:
- Leasehold Reform Act 1967
Housing Act 1985
Housing Act 1988
Housing Act 1996
- None
- LR6. Term for which the Property is leased** : From and including 2008
to and including 2013
- LR7. Premium** : None
- LR8. Prohibitions or restrictions on disposing of this lease** : This lease contains a provision that prohibits or restricts dispositions.
- LR9. Rights of acquisition etc.** : **LR9.1** Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land
- None
- : **LR9.2** Tenant's covenant to (or offer to) surrender this lease
- None
- : **LR9.3** Landlord's contractual rights to acquire this lease
- None
- LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property** : None
- LR11. Easements** : **LR11.1** Easements granted by this lease for the benefit of the Property
- See clause 3.2

: **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

See clauses 3.4 and 3.5

LR12. Estate rent charge : None
burdening the Property

A. Principal Rent : £30,000 per year (exclusive of Value Added Tax)

B. Rent Commencement Date : The date hereof

C. Permitted Use : Use as a café within Class A3 of the Town and Country Planning (Use Classes) Order 1987

D. Building : the land and building known as 130 Charing Cross Road London WC2H 0LA being part of the land shown for identification edged red on the attached plan and registered under title number NGL648333.

1. DEFINITIONS

1.1 The expressions **Landlord, Tenant, Property** and **Term** have the meanings given to them in clauses LR3, LR4 and LR6.

1.2 The expressions **Principal Rent, Rent Commencement Date, Permitted Use** and **Building** have the meanings given to them in clauses A to D.

1.3 These further definitions apply:

1.3.1 **Base Rate** means the base lending rate for the time being of a London clearing bank selected by the Landlord;

1.3.2 **Common Parts** means any entrances hallways passages staircases toilets lifts and other parts of the Building intended to be available

H.M. LAND REGISTRY

TITLE NUMBER

NGL 648333

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY
GREATER LONDON

SHEET

NATIONAL GRID

TQ 2981

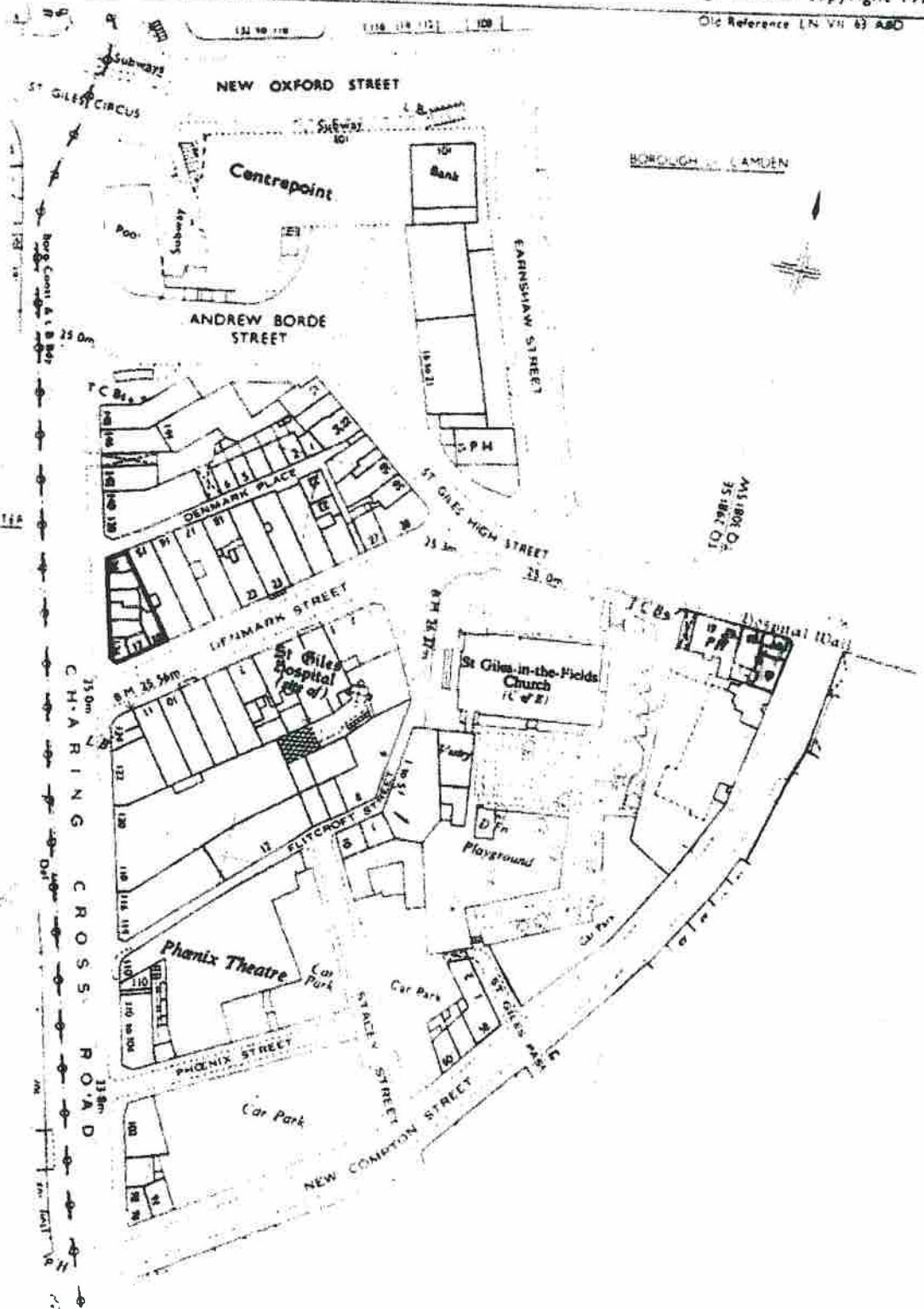
SECTION

A D

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Old Reference LN VII 63 ASD



for use by the Tenant in common with other occupiers of the Building and (where appropriate) any private roads footpaths forecourts and yards belonging with the Building;

1.3.3 **Fair Proportion** means a fair proportion appropriate to the Property or its use to be conclusively decided from time to time by the Landlord's surveyor acting reasonably and in good faith as an expert;

1.3.4 **Incumbrances** means the matters affecting the Property referred to in Schedule 2;

1.3.5 **Installations** means plant, machinery or equipment of any kind, including aerials, satellite dishes or other communications apparatus;

1.3.6 **Insured Risks** means loss or damage by fire explosion storm tempest aircraft and articles dropped from them in peacetime riot civil commotion terrorist activities malicious damage burst pipes overflows from water tanks subsidence, heave and such other risks as the Landlord may in good faith decide (but excluding any risks which are not insurable on reasonably commercial terms and subject to any excesses, exclusions or limitations imposed by the insurers in accordance with normal practice);

1.3.7 **Landlord** includes the person for the time being entitled to the immediate reversion to the Term;

1.3.8 **Legislation** means Acts of Parliament and the laws, regulations and directives of the European Union and in each case any subordinate legislation, and (except in respect of use classes) references to any specific Legislation include its existing or future amendments replacements and re-enactments;

- 1.3.9 **Outgoings** means existing and future rates, taxes, assessments and outgoings, statutory or otherwise, national or local, recurring or non-recurring, and even if novel;
- 1.3.10 **Rent Days** means 25 March, 24 June, 29 September and 25 December in each year;
- 1.3.11 **Service Charge** means the sums payable by the Tenant pursuant to the provisions of Clause 4.3;
- 1.3.12 **Service Media** means ducts flues gutters pipes drains sewers cables conduits wires and other media for conducting water soil gas electricity telephone telex and other electrical impulses air smoke and fumes and other similar things;
- 1.3.13 **Specified Rate** means three per cent per year above Base Rate;
- 1.3.14 **Structure** means (as applicable to the Building) foundations, roof, steel frame, concrete floor slabs, load-bearing columns, floor joists, roof supports, and load-bearing walls and external walls (whether or not load-bearing) and the external surfaces of the window frames in the external walls;
- 1.3.15 **Tenant** includes the Tenant's successors in title including personal representatives;
- 1.3.16 **VAT** means value added tax charged pursuant to the Value Added Tax Act 1994.

2 INTERPRETATION

- 2.1 Any non-load bearing walls separating the Property from another part of the Building shall be party and repairable as such;
- 2.2 When any party comprises two or more persons, they are liable under their obligations jointly and individually;

- 2.3 Each covenant by the Tenant not to do any act or thing includes a covenant that the Tenant shall not knowingly allow it to be done by any of the Tenant's subtenants, visitors, employees, independent contractors, or any other person under the Tenant's control;
- 2.4 The headings are only for convenience and are not to affect the interpretation of this Lease.
- 2.5 Words given by way of example or inclusion do not imply any limitation.
- 2.6 The parties to this agreement do not intend any of its terms to be enforceable by a third party (as defined in s.1 of the Contracts (Rights of Third Parties) Act 1999 other than the Landlord's and the Tenant's respective successors in title

3. GRANT OF LEASE

- 3.1 The Landlord demises the Property to the Tenant for the Term at the Principal Rent.
- 3.2 The Tenant is granted the shared use of the Common Parts and the shared use of any Service Media which the Landlord owns or is entitled to use and which serve the Property, and the right to such shelter and support from other parts of the Building as the Property enjoys at the date of this Lease.
- 3.3 Apart from the rights granted by clause 3.2, the Tenant is not granted, and shall not become entitled to, any right of any kind over or from any other part of the Building or any adjacent Property.
- 3.4 The Property is demised subject to the Incumbrances, so far as they affect the Property, and all rights of the owners and occupiers of any adjoining or neighbouring property.
- 3.5 The Landlord reserves :
- 3.5.1 for the benefit of other parts of the Building and any adjoining or neighbouring property, the right to use any Service Media in the Property which are capable of serving them, and

3.5.2 the right where necessary to erect scaffolding on the outside of the Building for the purpose of exercising or carrying out the Landlord's rights and obligations under this Lease, but so that access to the Property shall not be prevented without causing any unreasonable inconvenience to the Tenant, and

3.5.3 the right to alter parts of the Building other than the Property including the right to alter the Common Parts but without permanently making the access to the Property materially less commodious and

3.5.4 the rights of entry mentioned in other provisions of this Lease.

4 RENTS

4.1 Principal Rent

The Tenant shall pay the Principal Rent, by equal payments in advance on the Rent Days, and proportionately for any part of a year. The Principal Rent is payable as from the Rent Commencement Date and the first payment is to be made on that date.

4.2 Insurance contribution

The Tenant shall pay to the Landlord, as additional rent, within fourteen days of demand, an amount equal to (1) a Fair Proportion of the costs properly incurred by the Landlord in insuring (other than for loss of rent) under clause 6.2, including the cost of insurance valuations, other than for loss of rent and (2) the whole of the costs properly incurred by the Landlord in insuring under that clause for loss of rent payable under this Lease.

4.3 Service charge

4.3.1 The Tenant shall pay to the Landlord, as additional rent, a Service Charge which shall be calculated and payable as set out in this clause;

- 4.3.2 The Service Charge is the Tenant's Fair Proportion of every amount (including professional fees, finance costs and any irrecoverable input VAT) from time to time incurred by the Landlord in performing its obligations under clause 6.3 of this Lease and in paying any Outgoings relating to the Common Parts and in providing any other services which, on principles of good estate management, the Landlord considers appropriate for the common benefit of the occupiers of the Building and including managing agents' fees (or, if the Landlord does not employ managing agents, a reasonable sum by way of a management charge);
- 4.3.3 The Tenant shall pay to the Landlord at such times as the Landlord may in good faith determine, as additional rent, within fourteen days of demand, such sums on account of the Service Charge as the Landlord or the Landlord's surveyor may estimate in good faith (and whether before or after the Landlord incurs the relevant costs);
- 4.3.4 The Landlord shall from time to time (but not less frequently than once every twelve months) give the Tenant a detailed statement showing the computation of the Service Charge since the start of the Term or the date at which the last statement was prepared, and within 21 days from receiving that statement the Tenant shall pay any shortfall between the Service Charge shown on the statement and any sums paid on account;
- 4.3.5 The Landlord shall keep proper records of the costs included in the Service Charge and in respect of each statement the Landlord (at its choice) shall either give the Tenant a reasonable opportunity to inspect the relevant records, invoices and receipts or give the Tenant a certificate signed by a chartered accountant stating that the sums set out in the statement are supported by records, invoices and receipts produced to him (and any such certificate shall be conclusive as to the matters it certifies);

4.3.6 Any dispute concerning the Service Charge shall be referred to arbitration in accordance with clause 7.2;

4.4 VAT

4.4.1 The Tenant shall pay any VAT payable on the above rents, as additional rent, at the same time as the payment to which it relates;

4.4.2 If the Landlord is not entitled to recover its input VAT on any expenditure which the Tenant is liable to reimburse under the terms of this Lease, the Tenant shall also reimburse the irrecoverable VAT.

5. TENANT'S OBLIGATIONS

The Tenant covenants as follows:

5.1 Rents

The Tenant shall:

5.1.1 pay the Principal Rent and other reserved rents on their due dates in accordance with clause 4 in each case without any deduction, counter-claim or set-off (other than any deduction required by Legislation);

5.1.2 if required by the Landlord, pay the Principal Rent by bank standing order or credit transfer to a bank account nominated by the Landlord.

5.2 Interest on late payments

The Tenant shall pay interest, both before and after any judgment, on any rent or other sum payable to the Landlord under this Lease which the Tenant fails to pay within fourteen days of the due date. The interest is to be paid on demand and will be calculated at the Specified Rate from the due date until actual payment, unpaid interest being compounded on the usual Rent Days.

5.3 Outgoings

5.3.1 The Tenant shall promptly pay all Outgoings relating to the Property or its occupiers but not tax (other than VAT on the rents paid pursuant to the provisions of this Lease) on the Landlord's rental income or tax on the Landlord's dealings with its reversion. If any sums payable by the Tenant relate to both the Property and other property, the Tenant shall pay a Fair Proportion.

5.3.2 If the Tenant obtains empty property relief in respect of any of those Outgoings during the Term, the Tenant shall indemnify the Landlord to the extent to which, as a consequence, the Landlord is denied such relief after the end of the Term Provided That this indemnity shall not apply to any such relief which the Tenant obtains before it goes into occupation of the Property.

5.4 Payment for services and supplies

The Tenant shall promptly pay for all gas, water and electricity consumed and all telephone, and similar services used on the Property.

5.5 Repairs and other works

The Tenant shall :

5.5.1 keep the Property in no better repair and condition than is evidenced by the attached Schedule of Condition and clean and tidy throughout the Term;

5.5.2 carry out any works to the Property required or recommended by the insurers of the Property or a statutory authority for protection against fire and other risks;

5.5.3 replace (with replacements of at least the same quality) any Landlord's fixtures and fittings which become damaged beyond economic repair;

- 5.5.4 replace any glass which becomes damaged and insure any plate glass with reputable insurers in its full replacement cost in the joint names of the Tenant and the Landlord and produce the policy and the premium receipts to the Landlord on demand;
- 5.5.5 immediately on becoming aware of it, give notice to the Landlord of any damage or destruction by Insured Risks or anything else which the Landlord is liable to remedy under the Landlord's covenants in this Lease;
- 5.5.6 indemnify the Landlord in respect of all liabilities, costs, claims, proceedings, actions and expenses arising directly or indirectly out of the condition of the Property or its use by or any other act or omission of the Tenant or a subtenant or any other person under the Tenant's control;

but the obligations under 5.5.1 to 5.5.3 above do not require the Tenant to repair or remedy any damage caused by any Insured Risks unless the insurers refuse to pay all or any part of the policy moneys because of any act or omission of the Tenant or its employees agents or subtenants or carry out any works the result of which would be to put the Property in a better state of repair or condition than is evidence by the attached schedule of condition.

5.6 Legislation and Statutory Consents

The Tenant shall :

- 5.6.1 comply with all existing and future Legislation and any planning permissions and other statutory consents applicable to the Property and its use;
- 5.6.2 immediately give to the Landlord a copy of, and take all necessary steps to comply with, every notice order or proposal relating to the Property or its use received by the Tenant from any government department or local or public authority under any Legislation;

5.6.3 if the Landlord reasonably requires, join with the Landlord in making objections or representations against any notice order or proposal relating to the Property or its use;

5.6.4 indemnify the Landlord against all liabilities in respect of any breach of the above obligations.

5.7 Alterations and Signs

5.7.1 The Tenant shall not alter or add to the Property so as to:

- (a) affect the outside appearance of the Property,
- (b) reduce the lettable floor area of the Property,
- (c) unite the Property with any other property,
- (d) block up or obstruct any outside doors or windows,
- (e) stop off or affect the working of any Service Media, or
- (f) affect any part of the Structure.

5.7.2 The Tenant shall not make any other alterations or additions to the Property without the Landlord's written approval, which the Landlord shall not unreasonably withhold. If approval is given for any such works, the Tenant shall carry them out in a good and workmanlike manner in compliance with all relevant Legislation, and shall reinstate the Property at the end of the Term if the Landlord requires, and shall make good any damage caused to the Property.

5.7.3 The Tenant shall not erect or display any signs, notices or advertisements which are visible outside the Property without the Landlord's written approval which the Landlord shall not unreasonably withhold in the case of normal business signs to be displayed at the entrance to the Property.

- 5.10.1 do or bring anything in or on the Property which is or becomes a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property;
- 5.10.2 use the Property for any illegal or immoral purpose;
- 5.10.3 hold any auction sale or public exhibition or public or political meeting on the Property;
- 5.10.4 use the Property for gaming or for playing amusement machines or for sleeping or for residential purposes;
- 5.10.5 stand anything outside the Property;
- 5.10.6 cause or permit any toxic, contaminative, hazardous or dangerous substances to be on, or to escape or be discharged from, the Property;
- 5.10.7 use any of the Common Parts in any unreasonable or improper manner or contrary to any regulations reasonably imposed by the Landlord and notified to the Tenant in writing;
- 5.10.8 do or bring anything in or on the Property or the Building which may invalidate any insurance policy relating to the Property or which may increase the premium payable for that insurance.

5.11 Assignment and Underletting

- 5.11.1 The Tenant shall not assign, sublet, charge or part with possession of or share occupation of the whole or any part of the Property, except by an assignment complying with clause 5.11.2 or a sublease complying with clause 5.11.4 or a sharing complying with clause 5.11.5
- 5.11.2 The Tenant shall not assign the whole of the Property unless:

- (a) the assigning Tenant obtains the Landlord's written approval, which the Landlord shall not (subject to clause 5.11.3) unreasonably withhold or delay, and
- (b) the assigning Tenant gives the Landlord an authorised guarantee agreement in a form reasonably required by the Landlord in accordance with s.16 of the Landlord and Tenant (Covenants) Act 1995, and
- (c) any guarantor of the liabilities of the assigning Tenant under this Lease gives the Landlord a guarantee of the liabilities of the assigning Tenant under that authorised guarantee agreement in a form reasonably required by the Landlord, and
- (d) The assignee gives the Landlord a direct covenant in a form reasonably required by the Landlord in which the assignee covenants to pay the rents and observe and perform the Tenant's obligations under this Lease for the residue of the term or until earlier release of the assignee by operation of that Act.

5.11.3 The Landlord may refuse to approve a proposed assignment in (but not limited to) any of the following circumstances :

- (a) there are material subsisting breaches of the Tenant's obligations under this Lease;
- (b) the Landlord reasonably considers that the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's obligations under this Lease;

and any dispute under this clause 5.11.3 shall be determined by arbitration under clause 7.2

5.11.4 The Tenant shall not sublet the whole of the Property unless:

5.8 Installations and Overloading

The Tenant shall not:

- 5.8.1 install any Installations outside the Property;
- 5.8.2 install any Installations inside the Property other than those appropriate to the Permitted Use;
- 5.8.3 overload any part of the floors, walls, ceilings or other structures of the Property;
- 5.8.4 overload the Service Media in or serving the Property or the Building;
- 5.8.5 install any heavy, noisy or vibrating Installations without the Landlord's written approval.

5.9 Notice to carry out works

If the Landlord serves on the Tenant a written notice specifying any works required to comply with any of the Tenant's obligations under this Lease:

- 5.9.1 the Tenant shall start those works within two months (or immediately in emergency) and then diligently proceed with them and shall complete them to the Landlord's reasonable satisfaction;
- 5.9.2 if the Tenant fails to comply with any part of 5.9.1 above, the Landlord may enter the Property and carry out or complete the works, in which case the Tenant shall pay to the Landlord, as a debt due on demand, the costs so incurred by the Landlord including (but not limited to) legal costs, surveyors' and architects' and other professional fees, insurance premiums and other expenses and any irrecoverable VAT.

5.10 Use of the Property

The Tenant shall use the Property only for the Permitted Use, but the Tenant shall not:

- (a) the Tenant obtains the Landlord's written approval, which the Landlord shall not unreasonably withhold or delay, and
- (b) the rent payable under the sublease is :
 - (i) not less than the open market rent (without payment of a premium or other inducement) and
 - (ii) payable not more than one quarter in advance, and
 - (iii) (if the term of the sublease extends beyond a Rent Review Date under this Lease) subject to review on the same dates and on the same basis as under this Lease, and
- (c) the terms of the sublease are similar to, and not less onerous than, the terms of this Lease but do not permit the subtenant to sublet, and
- (d) the subtenant gives the Landlord a direct covenant in a form reasonably required by the Landlord in which the subtenant covenants :
 - (i) to observe and perform the Tenant's obligations under the sub-lease (other than the obligation to pay rent) throughout the term of the sublease or until earlier release of the subtenant by operation of the Landlord and Tenant (Covenants) Act 1995;
 - (ii) not to assign part only of the sublet Property or sublet the whole or part of the sublet Property;
 - (iii) not to assign the whole of the sublet Property without the Landlord's written approval (which shall not be unreasonably withheld); and

(iv) to procure that any permitted assignee of the sub-tenant give the Landlord a direct covenant on the same terms as clause 5.11.4(d)(i)

(e) the sub-tenancy is validly excluded from sections 24 to 28 of the Landlord and Tenant Act 1954

5.11.5 A Tenant or subtenant which is a limited company may (by way of licence but not subletting) share occupation of the Property with another company in the same group as itself, "group" having the same meaning as in s.42(1) of the Landlord and Tenant Act 1954.

5.11.6 The Tenant shall give the Landlord's solicitors, within four weeks, written notice of any assignment, mortgage, devolution on death or bankruptcy, or subletting of the Property and a copy of every relevant document, and pay a registration fee of Thirty Pounds (exclusive of VAT) per document.

5.11.7 If the Tenant sublets the Property, the Tenant shall use best endeavours to compel the subtenant to comply with the terms of the sublease and shall not agree to or acquiesce in any reduction of any of the obligations of the subtenant.

5.12 Rights of entry

The Tenant shall allow the Landlord and others authorised by the Landlord:

5.12.1 at reasonable times after giving the Tenant reasonable prior notice (or at any time without notice in emergency) to enter the Property for the following purposes:

- (a) to inspect its state and condition,
- (b) to show it to prospective purchasers or (during the last six months of the Term) to prospective tenants,
- (c) to value it for insurance or rent reviews,

enforcement of remedies for breach of the Tenant's covenants in this Lease.

5.15 Damage or destruction

If the whole or any part of the Building is damaged or destroyed, the Tenant shall pay to the Landlord within seven days of demand :

5.15.1 a sum equal to a Fair Proportion of any uninsured excess under the terms of the insurance maintained under clause 6.2.1,

5.15.2 a sum equal to the whole of any insurance monies which are irrecoverable due to a breach of clause 5.10.8.

5.16 Incumbrances

The Tenant shall comply with the Incumbrances so far as they affect the Property and shall indemnify the Landlord against any non-compliance.

6. LANDLORD'S OBLIGATIONS

The Landlord covenants with the Tenant as follows (but no person shall be liable as Landlord in relation to any time after he transfers his interest in the Property):

6.1 Quiet Enjoyment

If and as long as the Tenant pays the rents reserved by this Lease and complies with the Tenant's obligations under this Lease, the Landlord shall give the Tenant exclusive possession of the Property during the Term without any lawful interference by the Landlord or any person deriving title under or in trust for the Landlord.

6.2 Insurance

6.2.1

- (a) The Landlord shall insure the Building (excluding tenant's and trade fixtures and fittings and excluding any plate glass

Landlord indemnified against the costs incurred by the Landlord in cancelling such registrations if the Tenant shall have failed to do so.

5.14 Reimbursement of Costs

The Tenant shall pay, on a full indemnity basis, all costs, charges and expenses (including proper legal costs, surveyors' fees and other professional charges and any irrecoverable VAT) which may be incurred by the Landlord in connection with any of the following:

- 5.14.1 any application by the Tenant to the Landlord for an approval or consent, whether or not it is given (except where it is unlawfully withheld);
- 5.14.2 any application by the Tenant to the Landlord for the preparation of any deed or document which under the provisions of this Lease is to be in a form required (or reasonably required) by the Landlord;
- 5.14.3 the preparation, service and enforcement of any notice of a breach of the Tenant's obligations under this Lease including any notice under section 146 or 147 of the Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, even if forfeiture (if applicable) is avoided otherwise than by relief granted by the Court;
- 5.14.4 the preparation, service and enforcement of any schedule of dilapidations relating to the condition of the Property during the Term or at the date on which it ends (however it may end);
- 5.14.5 the preparation and service of any notice under the Landlord and Tenant (Covenants) Act 1995 relating to liabilities arising under or in relation to this Lease;
- 5.14.6 the recovery or attempted recovery of arrears of rent and other sums due under this Lease or the enforcement or attempted

- (d) to inspect, repair, maintain, renew or alter any adjacent property or any Service Media serving it but causing as little disturbance to the Tenant or a subtenant as possible and making good all damage caused to the Property;
- (e) to carry out works which the Landlord is obliged or permitted to carry out under other provisions of this Lease;
- (f) for any other reasonable and proper purposes;

5.12.2 during the last six months of the Term, to display a notice for re-letting the Property in a reasonably suitable place on the outside of the Property.

5.13 End of Term

At the end of the Term (however it may end) the Tenant shall:

- 5.13.1 give vacant possession of the Property to the Landlord in the condition required of the Tenant by this Lease;
- 5.13.2 remove from the Property the Tenant's and any subtenant's fixtures and fittings and anything else belonging to the Tenant or a subtenant including any signs and advertisements and make good all damage caused to the Property by their removal.
- 5.13.3 without affecting its obligations under sub-clauses 5.13.1 and 5.13.2, be deemed to authorise the Landlord to sell, as agent for the Tenant, and to account to the Tenant for the net sale proceeds of, anything which the Tenant fails to remove under those obligations, and the Tenant shall indemnify the Landlord against the costs of removal storage and sale and against any liability arising out of the sale
- 5.13.4 procure the cancellation of any registration of this Lease if the Lease has been registered at HM Land Registry or has been noted against the Landlord's registered title and the Tenant shall keep the

other than in the Common Parts) with reputable insurers or underwriters through an agency selected by the Landlord from loss or damage by the Insured Risks in the full cost (including VAT) of clearance and reinstatement and including professional services and three years' loss of the Principal Rent under this Lease and third party liability;

- (b) The Landlord shall produce evidence of the insurance to the Tenant on reasonable request;
- (c) In the event of damage or destruction due to any Insured Risks then, subject to receiving the insurance monies and payment by the Tenant of any uninsured excess, and subject to obtaining all necessary statutory and other consents (which the Landlord shall endeavour to obtain as soon as practicable), the Landlord shall rebuild and reinstate the Property, provided that the Property as rebuilt or reinstated shall not be materially smaller or less suitable for the Permitted Use than before the damage or destruction but need not be identical.

6.2.2 The Tenant shall not be liable for any damage by Insured Risks except under clause 5.15.

6.2.3 The Landlord's obligations under clause 6.2.1 shall not apply if the Tenant is in breach of clause 5.10.8.

6.3 Landlord's Services

6.3.1 The Landlord shall keep in good and substantial repair the Structure of the Building and the Common Parts;

6.3.2 The Landlord shall keep the Common Parts clean and (in the case of internal Common Parts) suitably furnished, in good decorative condition and suitably lighted;

6.3.3 The Landlord shall keep any toilets comprised in the Common Parts suitably serviced and provided with hot and cold water

6.4 No Implied Obligations

This Lease does not impose any obligations on the Landlord except those expressly set out in this Lease.

7. MISCELLANEOUS

7.1 Damage or destruction

If the Building is damaged or destroyed by any of the Insured Risks so as to render the whole or any part of the Property inaccessible or incapable of beneficial use and occupation then (unless the insurers refuse to pay the insurance monies because of a breach of clause 5.10.8) :

7.1.1 the Principal Rent reserved by this Lease, or a Fair Proportion of it according to the nature and extent of the destruction or damage, shall immediately cease to be payable by the Tenant until the damaged or destroyed parts are fully rebuilt or reinstated in accordance with clause 6.2.1(c) or (if earlier) until the expiration of three years from the occurrence of such destruction or damage;

7.1.2 if the Property has not been rebuilt or reinstated in accordance with clause 6.2.1(c) so as to render it fully accessible and capable of beneficial use and occupation by the end of those three years, or if rebuilding or reinstatement is impossible or unlawful, either the Landlord or the Tenant (but not a party which is in default of its own obligations relating to the rebuilding or reinstatement or the payment of its cost) may end the Term of this Lease by giving immediate written notice to the other, in which event the Term shall absolutely determine (but without prejudice to the accrued rights or remedies of either party) and the insurance monies shall wholly belong to the Landlord (except that where the sum insured has been increased, at the Tenant's request and cost, to include the

rebuilding cost of any improvements to the Property made by the Tenant at the Tenant's own cost and not under an obligation to the Landlord, the increased part of the insurance monies shall be paid to the Tenant);

and any dispute under this clause shall be referred to arbitration under clause 7.2.

7.2 Arbitration

Any dispute arising under clauses 4.3.6 or 5.11.3 shall be referred to an independent chartered surveyor to be appointed jointly by the Landlord and the Tenant or (in the absence of a joint appointment) at the request of either the Landlord or the Tenant by the President for the time being of the Royal Institution of Chartered Surveyors and the independent surveyor shall act as an arbitrator in accordance with Part I of the Arbitration Act 1996.

7.3 Interruption of Services

The Landlord is not liable for loss, damage or inconvenience arising out of any interruption in the use of Service Media or Common Parts or in the provision of any service by the Landlord due to maintenance, repair, renewal or alteration or anything beyond the Landlord's control.

7.4 Forfeiture

7.4.1 The Landlord may re-enter upon the Property (or any part of it as if re-entering the whole) if :

- (a) any of the reserved rents are at any time unpaid for twenty-one days or more after becoming payable (whether lawfully demanded or not), or
- (b) any of the Tenant's obligations under this Lease are not performed or observed, or
- (c) any Tenant or any Guarantor (being an individual) becomes bankrupt or (being a company) materially reduces its share

38(A)(3)(a) of the Landlord & Tenant Act 1954 ("the 1954 Act") and which applies to the tenancy created by this Lease before this Lease was entered into ; and

- (a) *The Tenant* ~~who was duly authorised by the Tenant to do so~~ made a statutory declaration dated *18 July* 2008 in accordance with the requirements of Section 38(A)(3)(b) of the 1954 Act.
- (b) The parties to this Lease agree that the provisions of Section 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

7.7 Landlord's Break Clause

If the Landlord wishes to determine this Lease at any time during the Term and the Landlord gives to the Tenant not less than six months prior notice in writing to that effect (as to which time shall be of the essence) then this Lease shall determine and the Term shall end upon the expiry of such notice but without prejudice to the rights and remedies of the Landlord in respect of any antecedent breach non-observance or non-performance of any of the Tenant's covenants or the conditions contained in this Lease

SCHEDULE 1

(the Property)

The ground floor premises of the Building including each and every part of it and all additions made in or to it at any time during the Term and all landlord's fixtures and fittings but does not include any part (other than internal finishes and doors and shop front and windows) of the Structure of the Building or any Service Media which serve other parts of the Building.

capital or its net tangible assets or enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation not involving a material reduction of its share capital or its net tangible assets) or is struck off the Register of Companies or has a receiver or administrative receiver appointed over any of its assets or an administration application shall be made or an administrator appointed or (in either case) makes any assignment for the benefit of creditors or enters into an agreement or makes any arrangement with creditors for the liquidation of debts by composition or otherwise or suffers any distress or process of execution.

7.4.2 If the Landlord enters the Property under this power, the Term will absolutely determine but the Landlord will retain any right of action against the Tenant for breaches of the Tenant's obligations under this Lease prior to the determination.

7.5 Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to notices served under this Lease and (so far as the law permits) to notices in respect of the Property served under the Law of Property Act 1925, the Landlord and Tenant Act 1954, the Leasehold Property (Repairs) Act 1938 and the Landlord and Tenant (Covenants) Act 1995.

7.6 Landlord and Tenant Act 1954

The provisions for compensation contained in Section 37 of the Landlord and Tenant Act 1954 are excluded so far as that Act permits.

7.6.1 The parties to this Lease confirm that:

(a) The Landlord served a notice on the Tenant on
[17 July 2008] as required by Section

SCHEDULE 2

(Incumbrances)

All matters (other than mortgages) referred to in the Property and Charges Registers
of title no. NGL 648333

EXECUTED AS A DEED by)
CONSOLIDATED DEVELOPMENTS)
LIMITED and signed by two duly)
authorised officers on its behalf:)

Director

Director/Secretary

Bridan