

Dated 12 JUNE 2019

Underlease

relating to

GROUND FLOOR SHOP, 92 KINGSGATE ROAD, LONDON, NW6 4LA

between

ALAN WILLIAM HOVELL

and

DIAMANT KADIU

JPC Law
Omni House
252 Belsize Road
London NW6 4BT
DX 37702 KILBURN
Tel: 020 7625 4424
Fax: 020 7328 5840
Ref: HOV003/003

LR1. Date of lease

[DATE] 12 June 2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NGL462202

LR2.2 Other title numbers

126607 and NGL841957

LR3. Parties to this lease

Landlord

ALAN WILLIAM HOVELL of 90 Kingsgate Road, London, NW6 4LA

Tenant

DIAMANT KADIU of 41B Princess Road, London, NW6 5QT

Other parties

None

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.

See the definition of "Property" in clause 1.1 of this lease.

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:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

THIS LEASE is dated 12 June 2019

PARTIES

- (1) ALAN WILLIAM HOVELL of 90 Kingsgate Road, London, NW6 4LA
(Landlord).
- (2) DIAMANT KADIU of 41B Princess Road, London, NW6 5QT (Tenant).

Agreed terms

1 Interpretation

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

1.1 Definitions:

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an initial rate of £13,000 per annum and then as revised pursuant to this lease.

Building: 92 Kingsgate Road, London, NW6 4LA shown edged in red on Plan 2.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of FIFTEEN years beginning on, and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Insurance Rent: such sum or sums equal to the amounts paid from time to time by the Landlord to the Superior Landlord pursuant to clause 1 of the Superior Lease

Insured Risks: means such risks as the Superior Landlord covenants to insure against in the Superior Lease and any other risks against which the Superior Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord or the Superior Landlord has an interest from time to time during the Lease.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: any use being within Class A3 (with ancillary Class A5 use) of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: the ground floor shop at 92 Kingsgate Road, London, NW6 4LA bounded by and including (to the extent that the same are demised to the Landlord pursuant to the Superior Lease):

- i. any shopfront, shopfront glass, canopy, fascia, external wood and other external surfaces, external décor and external doorways and frames of those premises

- ii. the whole of any non-structural walls and columns wholly within those premises
- iii. the inner surface, plaster, paint, paper and other decorative finishes applied to the interior of the exterior walls of the Property
- iv. the floor boards (including the joists supporting the same) so that the lower limit of the Property includes such boards but does not extend to anything below them
- v. the ceiling and the plaster, paint, paper including other decorative finishes applied to the underside of the ceiling so that the upper limit of the Property shall not extend to the joists supporting the first floor of the Building
- vi. the inner half severed medially of the internal non load bearing walls dividing the Property from other parts of the Building
- vii. the doors and window glass and the frames thereof and the doors
- viii. all additions and improvements to the Property
- ix. all the Landlords fixtures and fittings of every kind which will from time to time be in or upon the Property whether originally affixed or fastened to or upon the same or otherwise except any such fixture installed by the Tenant and that can be removed from the Property without defacing the same
- x. all Service Media that exclusively serve the Property
- xi. the boundary walls and fences fronting Kingsgate Road and Messina Avenue

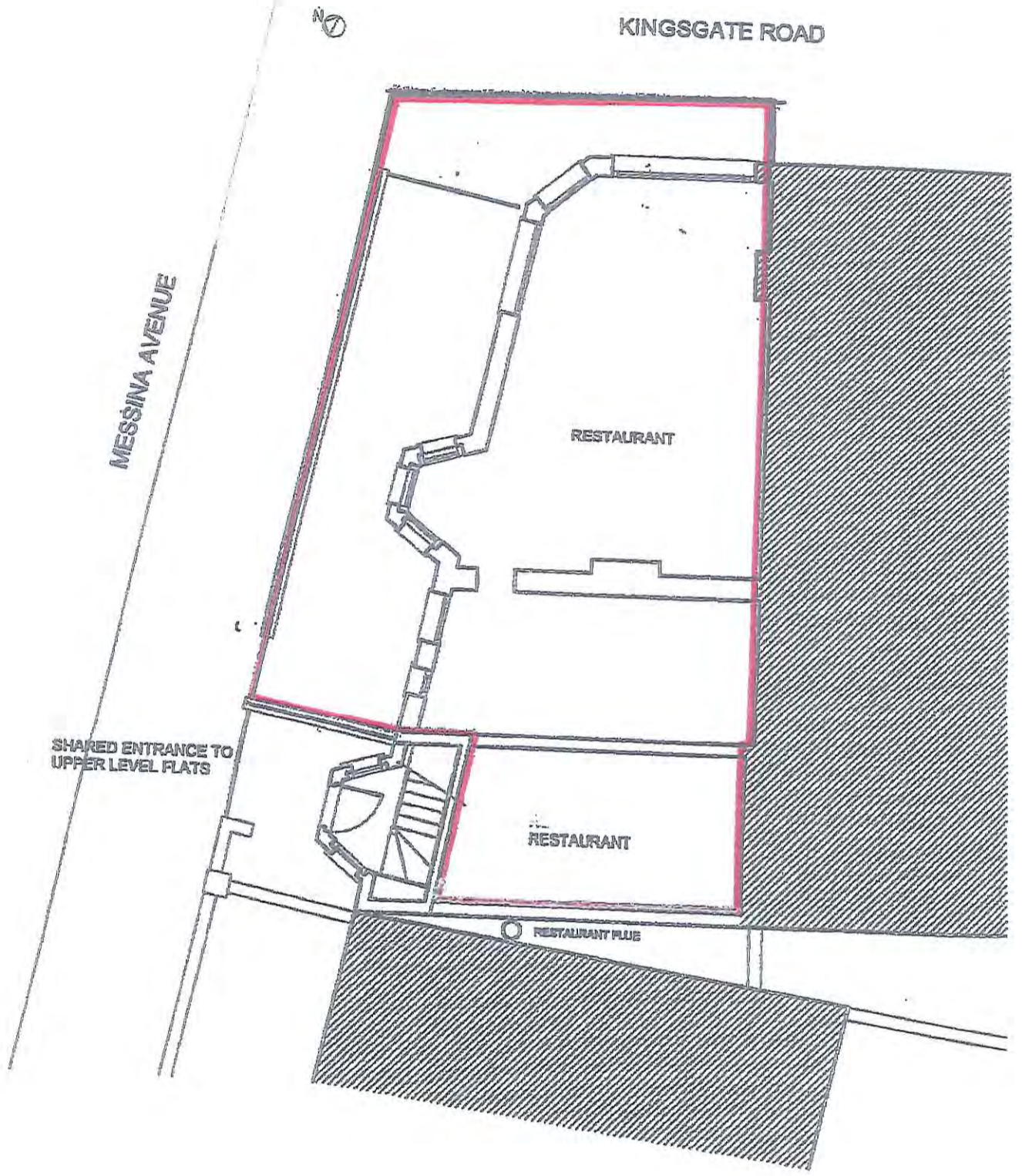
(the floor plan of which is shown edged red on Plan 1) but excluding any Service Media in, on, under or over that land (whether in existence at the date of this lease or installed during the perpetuity period) that are used by that land in common with any other part of the Building.

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date: the date two months after the date of this lease.

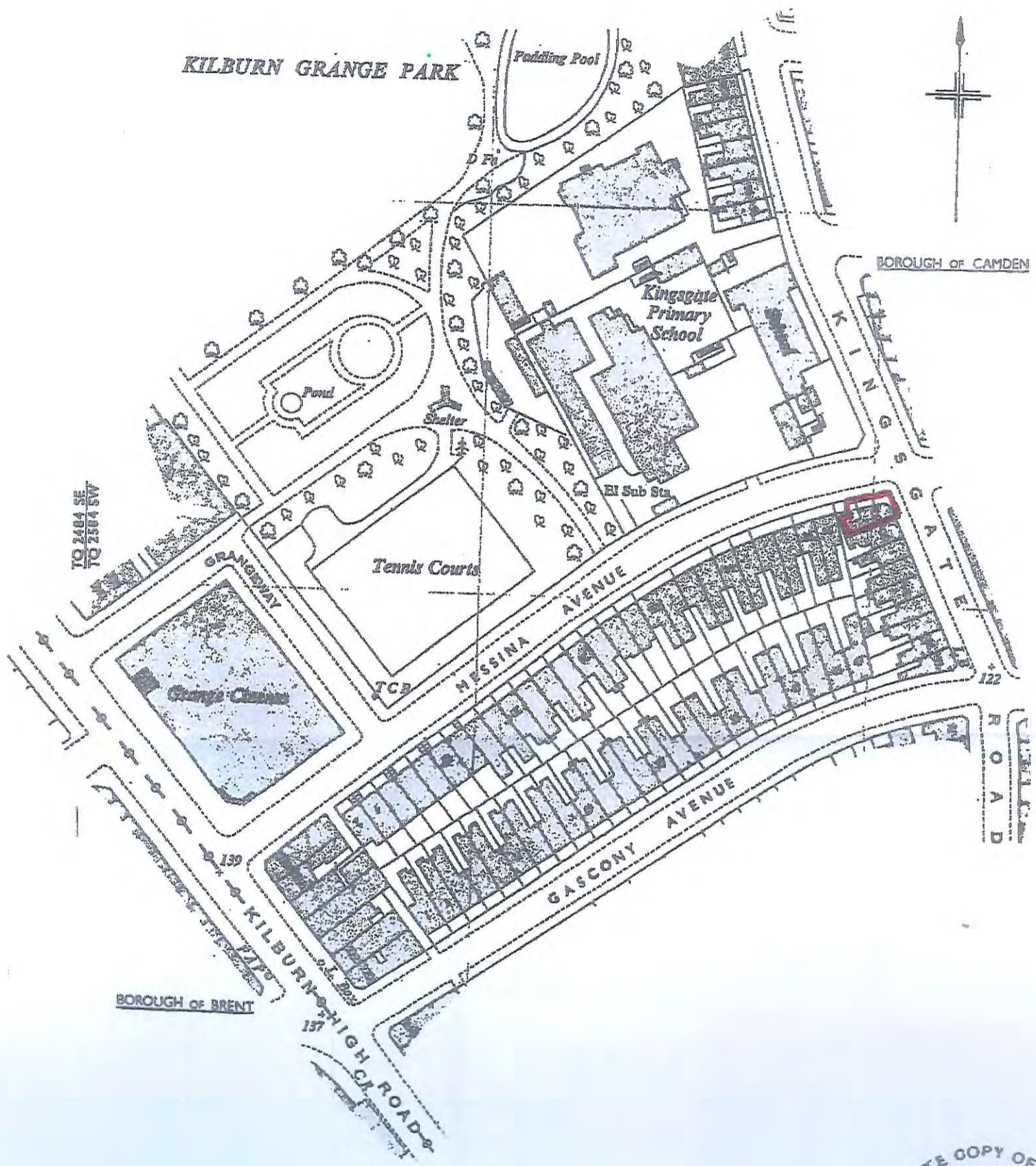
1se.
19Y
(SI
at
ate
ny
1a

Handwritten signature



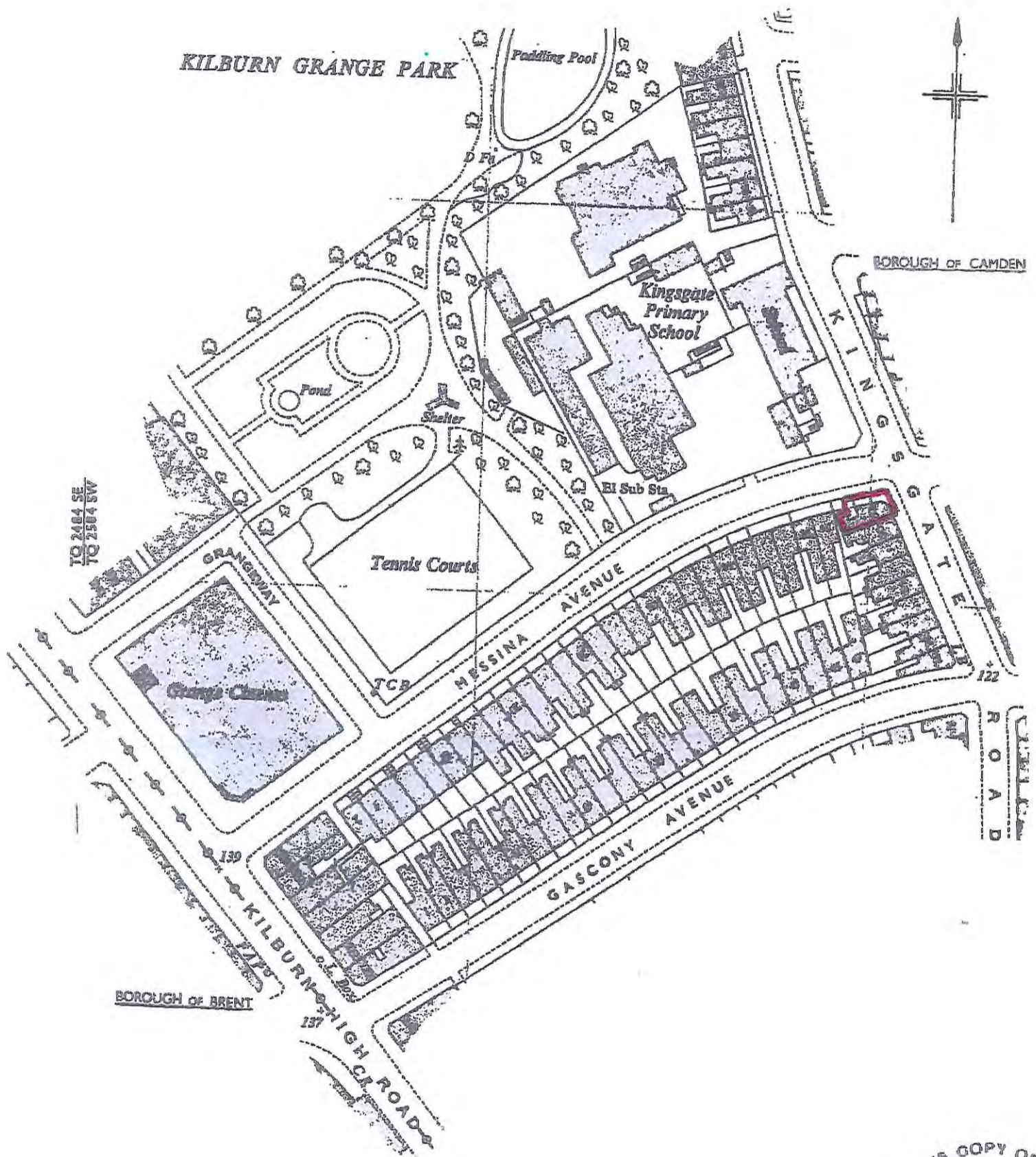
1 GROUND FLOOR PLAN
1:100
73 02 Kingsgate Road PL08

PLAN 1



Don W Lovell.

PLAN 2



Alan W. Howell

Rent Payment Dates: 25 March, 24 June, 29 September and 24 December.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: the fourth, eighth and twelfth anniversaries of the date of this Lease.

Service Charge: such sum or sums equal to the amounts paid from time to time by the Landlord to the Superior Landlord pursuant to clause 2(28) of the Superior Lease

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

Superior Landlord: the landlord for the time being under the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Lease: the lease dated 6 January 1983 and made between (1) Neil John Hovell and (2) John Brian Hovell for a term of 99 years from 25 December 1982 as varied by a deed of variation dated 2 April 1992 and a deed of rectification and variation dated 3 April 1995 both made between (1) Neil John Hovell and (2) John Brian Hovell.

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and entries of the charges register of title number NGL462202

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.1 A reference to the **Superior Lease** is a reference to the superior lease and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

- 1.3 A reference to the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease.
- 1.4 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.5 A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.6 A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.9 Unless the context otherwise requires, references to the **Building** or the **Property** are to the whole and any part of the Building or the Property (as applicable).
- 1.10 The expression **neighbouring property** does not include the Building.
- 1.11 A reference to the **term** is to the Contractual Term.
- 1.12 A reference to the **end of the term** is to the end of the term however it ends.
- 1.13 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 42.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 42.6.
- 1.14 References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Superior Landlord, where such consent or approval is required under the terms of the Superior Lease except that nothing in this lease shall be construed as imposing on the Superior Landlord any obligation (or indicating that such an obligation is imposed on the Superior Landlord by the terms of the Superior Lease) not unreasonably to refuse any such consent

- 1.15 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.16 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.17 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.18 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.19 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.20 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.21 A reference to **writing** or **written** includes fax but not email.
- 1.22 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.23 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.24 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.25 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2 Grant

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent;
 - (c) the Service Charge; and
 - (d) all interest payable under this lease; and
 - (e) all other sums due under this lease.

3 Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease;
 - (b) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
 - (c) the right to enter any part of the Building that adjoins the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord and the Superior Landlord and any other person authorised by any of them.

- 3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.
- 3.5 The Tenant shall comply with all laws relating to its use of any part of the Building pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 1.1(b), the Landlord or the Superior Landlord may, at its discretion, re-route or replace within the Building any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.7 In relation to the Right mentioned in clause 1.1(c), the Tenant shall:
- (a) except in case of emergency, give reasonable notice to the Landlord, the Superior Landlord, and the occupier of that part of the Building, of its intention to exercise that Right;
 - (b) where reasonably required by the Landlord or the occupier of the relevant part of the Building, exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant part of the Building;
 - (c) cause as little damage as possible to the Building and to any property belonging to or used by the Landlord, the Superior Landlord or the tenants or occupiers of the other part of the Building;
 - (d) cause as little inconvenience as possible to the Landlord, the Superior Landlord and the tenants and occupiers of the relevant part of the Building as is reasonably practicable; and
 - (e) promptly make good (to the satisfaction of the Landlord) any damage caused to the Building (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.
- 3.8 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Building or any neighbouring property nor is to be taken to show that the Tenant may have any right over any such part of the Building or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4 Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord and the Superior Landlord for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;
- (b) rights of light, air, support and protection and all other easements and rights over the Property now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings and interests wherein possession or reversion at any time during the term vests in the Landlord or the Superior Landlord;
- (c) at any time during the term, the full and free right to develop any part of the Building (other than the Property) and the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord or the Superior Landlord acquires an interest during the term as the Landlord or the Superior Landlord may think fit;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations; and
- (f) the right to re-route and replace any Service Media over which the Rights mentioned in clause 1.1(b) are exercised,

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect access to and egress from and the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations;
- (b) to carry out any works to any other part of the Building; or
- (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Superior Lease;
 - (iii) the Reservations; and
 - (iv) the interests of the Landlord and the Superior Landlord in the Property, the Building or the Landlord's Neighbouring Property.

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

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5 **Third Party Rights**

5.1 The Tenant shall comply with all obligations on the Landlord and the Superior Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord, the Superior Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6 The Annual Rent

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date and ending on 28 September 2019.

7 Review of the Annual Rent

7.1 In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to Clause 7.7.

7.2 The Annual Rent shall be reviewed on each Review Date to equal:

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
- (b) the open market rent agreed or determined pursuant to this clause.

7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

- (a) in the open market;
- (b) at the relevant Review Date;
- (c) on the assumptions listed in Clause 7.5; and

(d) disregarding the matters listed in Clause 7.6.

7.5 The assumptions are:

(a) the Property is available to let in the open market:

(i) by a willing lessor to a willing lessee;

(ii) as a whole;

(iii) with vacant possession;

(iv) without a fine or a premium;

(v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 10 years commencing on the relevant Review Date, if longer; and

(vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent, and other than the provision in this lease for a rent-free period;

(b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;

(c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;

(d) the Landlord and the Tenant have fully complied with their obligations in this lease;

(e) if the Property or any other part of the Building or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;

(f) no work has been carried out on the Property or any other part of the Building that has diminished the rental value of the Property;