

DATED

26th

June

2014

DAEJAN PROPERTIES LIMITED

- and -

M OFORI ESQ

LEASE

relating to premises known as

2 Regency Parade Finchley Road London NW3 5EG

TERM: FIFTEEN YEARS

COMMENCING: 25 December 2013

EXPIRING: 24 December 2028

RENT: £15,350 per annum
(subject to review)

KIDD RAPINET
Walsingham House
35 Seething Lane
London EC3N 4AH
DX: 155 London/City
Telephone: 020 925 0303
Fax: 020 925 0334

	LR9.3 Landlord's contractual rights to acquire this lease Clause N/A
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: N/A LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property First Schedule Second Part
LR12. Estate rentcharge burdening the Property	NONE
LR13. Application for standard form of restriction	The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number] N/A
LR14. Declaration of trust where there is more than one person comprising the Tenant	N/A

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FIRST SCHEDULE

First Part
Second Part

SECOND SCHEDULE

: Demised Premises
: Rights Reserved
: Authorised Guarantee Agreement

THIS LEASE made the 26th day of June Two thousand and fourteen **BETWEEN**
DAEJAN PROPERTIES LIMITED whose registered office is at 158/162 Shaftesbury Avenue
 London WC2H 8HR (hereinafter called "the Landlord" which expression shall where the context
 so admits include the person or persons for the time being entitled to the reversion immediately
 expectant on the determination of the term hereby created) of the one part and **MICHAEL**
OFORI of 148 Princess Park Manor Royal Drive London N11 3FQ (hereinafter called "the
 Tenant" which expression shall where the context so admits include his executors
 administrators and assigns) of the other part

WITNESSETH as follows:-

1. DEMISE

IN consideration of the rents hereinafter reserved and of the Tenant's covenants and
 conditions hereinafter contained the Landlord HEREBY DEMISES unto the Tenant
 ALL and SINGULAR the premises (hereinafter called "the demised premises") known as
 2 Regency Parade Finchley Road London NW3 and more particularly described in the
 First Part of the First Schedule hereto together with a right of way in common over the
 passageway in the basement as edged yellow on the plans annexed hereto but
 SUBJECT TO the exceptions reservations and other matters set out in the Second Part
 of the said Schedule TO HOLD the demised premises unto the Tenant for the term of
 FIFTEEN YEARS from the 25th day of December Two thousand and thirteen
 (hereinafter called "the term" and which period shall be deemed to be the perpetuity
 period for the purposes of this Deed) YIELDING AND PAYING therefor yearly and
 proportionately for any fraction of a year (subject as provided in Clause 5 hereof) the
 clear rent of FIFTEEN THOUSAND THREE HUNDRED AND FIFTY POUNDS
 (£15,350.00) without any deduction in advance by equal quarterly payments by
 bankers order on the usual quarter days in each year the first such payments or a
 proportionate part thereof to be made on the execution of these presents in respect of

the period up to the 23rd day of June Two thousand and fourteen AND ALSO YIELDING AND PAYING during the term by way of further rent:-

- (i) such sums as shall become payable by way of interest under Clause 2(1) hereof and
- (ii) a yearly sum equal to the amount (whether increased by any act or omission of the Tenant or not) which the Landlord shall from time to time expend in or for effecting or maintaining insurance of the demised premises in the full rebuilding value thereof for the time being including the loss of three years' rack rent of the demised premises and Architects' Surveyors' and other fees and incidental expenses consequent upon rebuilding and reinstating against loss or damage by fire and such other risks (if any) as the Landlord thinks fit the said additional rent to be payable on such one of the four usual quarter days in every year as shall next follow the expenditure of the said yearly sum by the Landlord and in default of payment to be recoverable as if the same were rent in arrear

2. TENANT'S COVENANTS

THE Tenant HEREBY COVENANTS with the Landlord as follows:-

- (1) Rents
To pay the rents hereby reserved at the times and in the manner in which the same are respectively hereinbefore reserved and made payable without any deduction and in the event that the rents hereby reserved shall remain unpaid for more than twenty-eight days after the dates with effect from which the said rents become due (whether formally demanded or not) to pay by way of further rent (but without prejudice to the obligation on the part of the

Tenant to pay the rents firstly hereinbefore reserved on the days hereinbefore appointed for the payment thereof) whether before or after judgment interest at the yearly rate of 4% above Lloyds Bank PLC base rate for the time being on the balance of the said outstanding rents from the date upon which the same became payable until the date of payment

(2) Value Added Tax

To pay to the Landlord if required by way of additional rent Value Added Tax at the rate for the time being in force chargeable in respect of any rent or other payment made or other consideration provided by the Tenant under the terms of or in connection with this Lease and in every case where the Tenant covenants to pay an amount of money under this Lease such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon

(3) Outgoings

To pay and discharge all rates including water rates taxes assessments impositions duties charges and outgoings whatsoever whether parliamentary local or otherwise which are now or may hereafter become payable in respect of the demised premises whether by the owner or occupier thereof

(4) Tenant's Own Insurance

To insure and keep insured the plate glass windows of the demised premises against damage or destruction in the full value thereof in the joint names of the Landlord and the Tenant in some insurance office of repute to be previously approved in writing by the Landlord and to pay all premiums necessary for the above purposes within seven days after the same shall become due and payable and to produce to the Landlord or its agent on demand the policy or policies of such insurance and the receipt for each such

payment and to cause all money received by virtue of any such insurance to be forthwith laid out in reinstating the said windows and to make up any deficiency out of the Tenant's own monies PROVIDED ALWAYS that if the Tenant shall at any time fail to effect renew or to keep such insurance on foot the Landlord may do all things necessary to effect and maintain such insurance and any monies expended by the Landlord for that purpose shall be recoverable from the Tenant on demand as if the same were rent in arrear

(5) Repair and Contribution to Common Parts

To support uphold cleanse maintain and well and substantially repair and keep in good and substantial repair and good decorative condition and working order and renew as often as may be necessary throughout the term the demised premises both externally and internally and all fixtures and fittings and appliances therein belonging to the Landlord including (but not so as to exclude anything not herein specified) shop-fronts ceilings heating installations and all glass in windows doors or elsewhere all floors and all parts of the gas electricity and water systems appertaining to the demised premises and to replace any worn out broken missing damaged or destroyed articles or things with others of similar kind and value AND to repair and maintain and keep in good repair all fences walls roofs gates pathways yards pavements gutters sewers drains and other things belonging or appertaining to the demised premises AND also to the intent that this present covenant shall be deemed to be entered into in favour of the Landlord and its successors in title the owners tenants and occupiers of the Landlord's adjoining or neighbouring property to pay and contribute a fair proportion of the expenses of making repairing securing and cleansing all or any party and other walls roofs hoists lifts ways (including escape routes) fences sewers ducts cisterns pipes tanks valves drains gutters service and other roads pavements stairways passageways and other things belonging to the Building

(as hereinafter defined) of which the demised premises form part or belonging to the demised premises in common with other premises or (except insofar as any such matters as aforesaid constitute items forming part of the Tenant's repairing liability under the preceding parts of this sub-clause (5)) solely appertaining to or exclusively serving the demised premises or the use or benefit of which is common to the demised premises and to other premises such fair proportions in case of dispute to be determined by the Surveyor for the time being of the Landlord or Superior Landlord whose decision shall be final

(6) Decoration

Without prejudice to the generality of the foregoing covenant once in every third year of the term as to the exterior of the demised premises and once in the seventh year of the term as to the interior thereof and both as to the exterior and interior in the last three months of the last year of the term (howsoever determined) well and sufficiently in a proper and workmanlike manner to prepare and to paint with at least two coats of good quality paint (and as to the exterior in a colour or colours to be previously approved by the Landlord) and paper grain varnish whitewash colour polish and generally decorate in a style appropriate to buildings of like character to the demised premises all the interior and exterior parts of the demised premises usually painted papered grained varnished whitewashed coloured polished and decorated and as often as may be necessary to clean and treat in a suitable manner for its maintenance in good condition all the inside and outside wood and metal work and polished stone required to be treated as aforesaid and all tiles glazed bricks and similar washable surfaces to the satisfaction of the Surveyor of the Landlord or Superior Landlord

(7) General Upkeep

To keep any drains sanitary fittings water-closets cisterns sinks basins and radiators and the pipes leading thereto or therefrom used in or in connection with the demised premises as are within the curtilage thereof properly cleansed and flushed out and free from obstructions and reasonably protected from frost and to make good any damage occasioned to the demised premises or to the Building through the bursting overflowing or stopping up of such drains sanitary fittings water closets cisterns sinks basins radiators or pipes

(8) Yield Up

Peaceably to yield up to the Landlord at the expiration or sooner determination of the term the demised premises together with all fixtures and fittings and appliances therein belonging to the Landlord in all respects well and substantially repaired upheld supported maintained cleansed painted papered varnished whitewashed coloured polished decorated treated and kept as herein covenanted to be done

(9) Entry by Landlord

To permit the Landlord the Superior Landlord and the present and future owners tenants and occupiers of the other parts of the Building and of adjoining and neighbouring premises and their surveyors or agents with or without workmen and others as often as may be necessary during the term and after reasonable notice (but without notice in case of emergency) to enter in and upon the demised premises for the purpose of:

- (a) cleaning repairing maintaining altering removing renewing laying installing or adding to any sewers drains channels pipes conduits cables and heating apparatus that now or hereafter shall run from

into through along over under or about the Building or adjoining or neighbouring premises affixing appliances for the purposes of the Building or of adjoining or neighbouring premises or any part thereof fixing in the demised premises a meter or meters for ascertaining the amount of electric current and gas supplied or repairing or reading the said meter or meters and cleansing repairing maintaining altering removing renewing or rebuilding the Building or any adjoining or neighbouring premises or any part thereof or repairing or restoring the support shelter and protection to which any part of the Building or of any adjoining or neighbouring premises is or shall hereafter be entitled

- (b) viewing the state and condition (as to repair cleanliness or otherwise) of the demised premises and taking inventories of the fixtures therein and of all defects and wants of reparation which upon any such view shall be found and for which the Tenant shall be liable to make good under the obligations on his part herein contained whereupon the Landlord may give to the Tenant or leave at the demised premises notice in writing to repair and make good the same within three calendar months thereafter within which time the Tenant shall well and sufficiently repair and make good the same accordingly PROVIDED THAT if the Tenant shall make default in complying with any such notice or in the performance of any of the obligations relating to the repair or decoration of the demised premises in this Lease contained it shall be lawful for the Landlord (without prejudice to the rights of re-entry hereinafter contained) with or without workmen or others to enter upon the demised premises and repair and decorate the same at the expense of the Tenant in accordance with the provisions herein contained and the expense of such repairs

and decoration including Surveyors' fees and charges reasonably incurred by the Landlord in respect of the work or the preparation of any schedule inventory or notice relating thereto shall be repaid by the Tenant to the Landlord on demand

(10) Alterations

Not to make or permit or suffer to be made any alterations or additions of any nature whatsoever to the demised premises or cause to be erected any building or structure thereon and in particular but without prejudice to the generality of the foregoing not to cut maim alter or injure any of the walls timbers ceilings or floors thereof or remove any partitions doors cupboards or other fixtures or to make any alterations or connections whatsoever to any pipe conduit or cable partly within the demised premises (and whether or not serving the same) nor to make alterations or additional or enlarged connections to any pipe conduit or cable serving the demised premises and other premises nor as regards the electrical installation exclusive to the demised premises to make any renewal or alteration thereto or add any further installation nor to set up or use any steam gas electric or other engine furnace dynamo or motor or machinery in any part of the demised premises nor bring in or permit to remain upon the demised premises any safe sample or other article which shall weigh more than 6 cwt nor to do or suffer anything to be done at any time during the term which may affect the stability of any part of the Building

(11) User

Not to use the demised premises or any part thereof for any purpose other than for the purpose of an estate agency (or with the prior written consent of the Landlord and subject to the Tenant obtaining planning permission any other use within Class A1 or A2 of the Town and Country Planning (Use

Classes) Order 1987 such consent not to be unreasonably withheld if in the reasonable opinion of the Landlord such other user would be in accordance with the principles of good estate management) such user to be conducted strictly in accordance with any requirements of the competent Licensing local or other authorities and so that neither the demised premises nor the Building shall become liable to any special tax or be subjected to requirements under any Public Health Act or similar Act by reason of the business conducted or class of employees engaged upon the demised premises

(12) Keep open

At all times during the term to ensure that the demised premises remain open for trading during the usual shopping hours in the district in which they are situate and that the shop and display windows are properly dressed and maintained as appropriate to a first class retail shop (save for so long as the demised premises shall be operated as an estate agency) and that such windows shall be sufficiently illuminated during such usual shopping hours

(13) Vitiation of Insurance

Not to do or permit or suffer to be done or brought into or allowed to remain in the demised premises anything which would or might cause the premium for the insurance on the Building against fire to be increased or whereby the policy of such insurance may become void or voidable or which might be prejudicial in any way to any claim that may fall to be made thereunder and to repay to the Landlord on demand all sums paid by way of increased premium or expenses incurred by the Landlord or Superior Landlord in or about any renewal of such policy rendered necessary by a breach of this sub-clause

(14) Not to obstruct windows

That neither the Tenant nor any person deriving title from him or having possession or occupation of the demised premises or any part thereof will permit to be made any passage through the demised premises or stop up obscure or obstruct any window or other opening in or belonging to the demised premises or to any other messuage tenement or building belonging to the Landlord or to the Landlord's tenants or permit or suffer any encroachment to be made in or upon the demised premises or any part thereof or enter into any agreement or give any acknowledgement in respect of the light or air enjoyed thereby AND in the event of there being made on or in respect of other premises after the date of this Lease:-

- (a) any obstruction to the light or air enjoyed by the demised premises or
- (b) any window light or other opening in other premises whereby light or air is received from or over the demised premises or
- (c) any use by any other person of any pipe gutter drain external wall or other part of the demised premises or
- (d) any passage through or encroachment upon the demised premises

the Tenant will give notice in writing thereof to the Landlord forthwith upon receiving knowledge of the same or of proposals therefor and allow the Landlord to take such steps including the execution of works upon the demised premises or action in the name of the Tenant as it may deem to be expedient for the protection of its interest

(15) Nuisance

Not to do or permit or suffer to be done in the demised premises any act or thing which may be or constitute a nuisance damage or annoyance to the Landlord or Superior Landlord or their tenants of the Building or to occupiers of any of the adjoining premises and without prejudice to the generality of the foregoing or of any other provisions contained in this Lease not to carry on in the demised premises any noisy noisome or offensive trade business or operation nor to cause vibration nor to conduct or permit any sale by auction nor to use nor permit to be used the demised premises for any illegal or immoral purpose nor to permit any act or thing which may induce people to assemble in large numbers or otherwise than for temporary periods in front of the demised premises nor to keep or suffer to be kept on the demised premises any dog cat or other animal and to indemnify the Landlord against all actions claims costs demands and losses incurred suffered or arising from any such act or thing

(16) Waste

Not to commit or permit or suffer to be committed any waste whether permissive voluntary or ameliorating in or upon the demised premises

(17) Keep clean

At all times during the term to keep the shop front and shop and other windows of the demised premises thoroughly cleansed and any chimneys and flues thoroughly swept and cleansed and in case of default by the Tenant in performance of this obligation the Landlord may have the shop front and shop and other windows and any chimneys and flues swept and cleansed by its own workmen all costs incurred by it in so doing being repayable by the Tenant to the Landlord on demand and recoverable from him as rent in arrear and in any event the Tenant shall clean the shop front and shop and other windows not less often than once in every month

(18) Exhibition of goods

Not to exhibit or cause to be exhibited in the demised premises or any part thereof any goods which (or the exhibition of which) shall be a detriment to the demised premises

(19) Signs and notices

Not without the prior written consent of the Landlord to erect affix place or display on any part of the exterior of the demised premises any sign notice announcement or advertisement or display in any window of the demised premises any sign notice announcement or advertisement with the exception of:-

(a) fascia lettering signifying the Tenant's name and business such lettering to be of a size material colour and style suitable to the character of the Building

(b) any sign or notice required to be displayed by or under any statute or

(c) any sign notice announcement or advertisement appropriate to the business of the Tenant lawfully carried on at the demised premises

(20) Regulations

To comply with all reasonable regulations and arrangements which may from time to time be made by the Landlord for the general security of the Building the avoidance of any nuisance annoyance inconvenience or danger to persons lawfully using the Building the prevention of damage to the Building or other premises and the general comfort and convenience and the prevention of any danger to the health of any other tenants or occupiers of the Building

(21) Comply with Statute

To execute all works on or in respect of the demised premises now or from time to time during the term lawfully required to be executed by any national local or other public authority and to comply forthwith at the Tenant's own expense with all requirements of or made under or deriving validity from any Act of Parliament which is now or may hereafter become operative (including without prejudice to the generality of the foregoing the Offices Shops and Railway Premises Act 1963 The Environmental Protection Act 1990 and The Environment Act 1995) whether as to the demised premises the user thereof the employment or residence therein of any person or in connection with any fixture machinery plant or chattel therein and whether enforceable against the owner or occupier thereof and not to do or omit to do or permit or suffer to be done or omitted to be done anything in or about the demised premises whereby the Landlord may become exposed to the liability to pay any penalty damages compensation costs charges or expenses and to keep the Landlord indemnified against all such liabilities

(22) Give Notices to Landlord

Within seven days of the receipt of notification of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order directed given or issued to the Tenant by any government department or local or public authority under or by virtue of any statutory powers and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord AND also without delay to take all reasonable and necessary steps to comply with any such notice or order AND also at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect

of any such permission notice order or proposal as aforesaid as the Landlord shall deem expedient

(23) Town and Country Planning Acts

In relation to the Town and Country Planning Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning Compensation Act 1991 or any statutory modification or re-enactment thereof for the time being in force and any rules regulations orders and directions made thereunder all of which are hereinafter referred to as the Planning Acts:-

- (a) not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the demised premises required to be omitted or done as the case may be by the Planning Acts or which shall contravene the provisions of the Planning Acts or any of them
- (b) not to implement any planning permission consent or approval until the same has been submitted to and approved in writing by the Landlord
- (c) to make or secure to the satisfaction of the Minister or other authority appointed for the purpose any payment that may be required for any planning permission or consent which may be granted and so to do for the full term of the permission or consent and similarly to make or secure any payment that may be required in respect of any development or the continuance or retention of any development being a permission implemented or development carried out or continued or retained at any time during the term

- (d) to produce to the Landlord or Superior Landlord or its and their agents upon demand all such drawings documents and other evidence as the Landlord or Superior Landlord may require in order to be satisfied that the provisions of this sub-clause have been complied with
- (e) not to serve any purchase notice under the Planning Acts requiring any local authority to purchase the Tenant's interest in the term without first offering to surrender the Lease to the Landlord at the price that might reasonably be expected to be obtained from the local authority pursuant to such purchase notice such price in the absence of agreement between the parties to be determined by a Surveyor to be appointed on the application of the Landlord or Superior Landlord by the President for the time being of the Royal Institution of Chartered Surveyors whose determination shall be made as an expert and not as an arbitrator and shall be final and binding upon the Landlord and the Tenant

(24) Alienation

- (a) Not to assign underlet or part with possession or occupation or share the occupation of the whole or any part of the demised premises for all or any part of the term or permit or suffer any person to do any such thing except in accordance with the following
- (b) Not to charge or underlet or part with possession or share occupation of the whole of the demised premises or suffer any persons deriving title from the Tenant or having possession of or occupation of the demised premises to do any such things without the prior consent in writing of the Landlord which consent shall not be unreasonably withheld

- (c) Not to assign the demised premises while any review of rent remains pending under Clause 5 of this Lease
- (d) Not to assign the whole of the demised premises except in circumstances where in the opinion of the Landlord (such opinion to be exercised reasonably):
 - (i) the assignee would be a respectable and responsible tenant
 - (ii) the assignment would not reduce the value of the Landlord's reversion
- (e) Upon a permitted assignment the Landlord shall be entitled to require compliance with all or any of the following conditions:
 - (i) that the assignee shall enter into a direct covenant with the Landlord to observe and perform the Tenants covenants (which expression means in this Lease each and every one of the covenants which the Tenant is liable to observe under this Lease in accordance with the definition of "Tenant Covenant" in Section 28 of the Landlord and Tenant (Covenants) Act 1995) and conditions of this Lease (including the payment of the rents hereby reserved) ("the Rents"); and
 - (ii) that the assignor and its guarantor (if any) shall enter into an Authorised Guarantee Agreement (which expression means in this Lease an authorised guarantee agreement within the meaning of Section 16 of the Landlord and Tenant (Covenants)

Act 1995 in the form set out in the Second Schedule hereto or in such other form as the Landlord may require) with the Landlord for the purpose of guaranteeing the covenants of the assignee; and

(iii) that where it is appropriate to do so the assignee provide an acceptable guarantor or guarantors which guarantor or guarantors shall enter a direct covenant with the Landlord in the form set out in clause 6 of this Lease: and

(iv) that where it is appropriate to do so the assignee lodge a rent deposit with the Landlord equivalent to one half of the Rent first hereby reserved and enter into a rent deposit deed in such form as the Landlord may require

(f) Notwithstanding all the other provisions in Clauses 2(24)(c) to 2(24)(e) (inclusive) above not to assign the whole of the demised premises without the Landlord's previous written consent such consent not to be withheld or delayed unless in all the circumstances it is reasonable to do so in the opinion of the Landlord (such opinion to be exercised reasonably)

(g) If in relation to clauses 2(24)(d) and (e) above there is any dispute as to whether the Landlord has determined any matter reasonably such dispute shall (in the absence of agreement) be referred by either party to an independent surveyor for determination in accordance with the provisions mutatis mutandis in Clause 5 (b) and (c) of this Lease

(h) All management charges and administrative fees chargeable by the Landlord and all costs (together with any Value Added Tax payable

thereon) and charges incurred by the Landlord of or incidental to or in connection with any intended assignment or charge and the grant of its licence therefor shall be paid by the Tenant

- (i) In the event of the assignment or yielding up by the Tenant of the demised premises without at the same time assigning or yielding up the Lease of the adjoining shop situate at and known as Number 1 Regency Parade then the Tenant shall on or before such assignment or yielding up takes place in a proper and workmanlike manner and to the satisfaction of the Landlord brick up render and make good any opening connecting the said shops

(25) Notice of Alienation

To give notice in writing with particulars thereof and produce to the Landlord's solicitors every assignment assent underlease charge order of the Court or grant of Probate or Letters of Administration relating to or affecting the title to the demised premises within thirty days after the date thereof and to pay to them respectively a registration fee (with any Value Added Tax payable thereon) of twenty five pounds in respect of each such assignment assent underlease charge order or grant of Probate or Letter of Administration

(26) Landlord's Costs

To pay to the Landlord and Superior Landlord all proper management charges and administrative fees chargeable by the Landlord and all costs charges and expenses (including Value Added Tax) and legal costs and surveyors' and agents' fees which may be incurred by the Landlord whether during or after the term

- (a) in or in contemplation of any proceedings under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- (b) in connection with the enforcement of any of the Tenant's covenants or conditions herein contained including (but without prejudice to the generality of the foregoing) the recovery of the arrears of rent
- (c) in connection with any application made by the Tenant hereunder whether or not the matter proceeds to completion and whether or not the licence or other document or matter the subject of the Tenant's application is granted or refused or granted subject to conditions or the Tenant's application withdrawn

all such costs charges expenses and fees to be recoverable in default of payment as if the same were rent in arrear

(27) Not to Insure

Not without the consent in writing of the Landlord to effect any insurance of the demised premises or any part thereof save:-

- (a) as provided by Clause 2(4) hereof
- (b) the normal trader's business insurance or
- (c) as to any peril not included in the Policy of Insurance maintained by the Landlord under this Lease

(28) Reletting

To permit the Landlord and Superior Landlord or its and their Agents during the last three months of the term to affix a bill or bills to the demised premises indicating that they are to be let or sold and during the like period to permit intending tenants or purchasers to view the demised premises on notice by the Landlord or its Agents

(29) Notice of Defects

To inform the Landlord upon the Tenant becoming aware in writing of any defect in the demised premises which might give rise to a duty imposed by common law or statute on the Landlord in favour of the Tenant or any other person

(30) Keys

To provide the Landlord with a set of keys to the demised premises so that the Landlord or its agents with or without workmen may enter the demised premises in case of emergency and for cleaning and security purposes

(31) Underleases to be excluded from Landlord and Tenant Act 1954

Not to grant or agree to grant any underlease which may hereby or hereafter be permitted by the Landlord whereby the sub-lessee's rights under Section 24 to 28 inclusive of the Landlord and Tenant Act 1954 (as amended by Section 5 of the Law of Property Act 1969) shall first have been excluded (the underlease to contain the agreement for such exclusion)

(32) Change of address

At all times to keep the Landlord notified of the Tenant's current registered office residential address and place of business or any other abode in the

United Kingdom and give the Landlord written notice of any change thereto within fourteen days of the change taking place

3. LANDLORD'S COVENANTS

THE Landlord HEREBY COVENANTS with the Tenant as follows:-

(1) Quiet Enjoyment

That the Tenant paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the term without any lawful interruption or disturbance from or by the Landlord or any person rightfully claiming under or in trust for the Landlord

(2) Insurance

That the Landlord will (unless such insurance shall be vitiated by any act or default of the Tenant) insure and keep insured the demised premises in its own name against loss or damage by fire and such other risks (if any) as the Landlord thinks fit in some insurance office of repute in the full rebuilding value thereof (including architect's surveyors' and other fees and incidental expenses consequent upon rebuilding and reinstating)

(3) Reinstatement

That the Landlord will in the event of the demised premises being damaged or destroyed by fire or any other insured risk as soon as reasonably practicable lay out any insurance monies received by the Landlord in the repair rebuilding or reinstatement thereof PROVIDED THAT in the event of the demised premises being so destroyed or damaged by fire or any other insured risk that the same are totally unfit for occupation the Landlord may in its

discretion decide not to reinstate the demised premises during the term whereupon:-

- (a) on written notice thereof given to the Tenant within the period of one year from the occurrence of such destruction or damage this demise shall absolutely determine but subject to the rights and remedies of either party for or in respect of any breach or non-observance or non-performance by the other of any of the terms of this Lease and
- (b) any insurance monies received as aforesaid shall be apportioned between the parties according to the value of their respective interests in the demised premises as at the date upon which the said written notice shall have been given (any dispute or difference concerning such apportionment to be referred to arbitration in the manner prescribed by Clause 5(b) and
- (c) of this Lease) PROVIDED FURTHER that the Landlord may nevertheless deduct from and retain out of the proportion of the insurance monies which would otherwise be payable to the Tenant hereunder such sum as equals the amount of any compensation to which he shall be entitled under Section 37 of the Landlord and Tenant Act 1954 or any Act or statutory provision amending or replacing the same

4. PROVISOS

PROVIDED ALWAYS and it is hereby agreed between the parties hereto:-

(1) Re-entry

If any rent or other sum due hereunder or any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether formally demanded or not) or if there shall be any breach or

non-observance of any of the Tenant's covenants or conditions herein contained or if the Tenant shall commit any act of bankruptcy or shall make any arrangement or composition with his creditors or being a Company shall go into liquidation either voluntary or compulsory otherwise than for the purpose of amalgamation or reconstruction or shall suffer execution to be levied on the demised premises or in case the demised premises shall be vacant and unoccupied for any continuous period of three calendar months then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter into and upon the demised premises or any part thereof in the name of the whole and the same to have again to repossess and enjoy as in its former estate but without prejudice to any rights or remedies of the Landlord in respect of any breach or non-observance or non-performance of any of the Tenant's covenants herein contained

(2) Cesser of Rent

In case the demised premises or any part thereof shall at any time during the term be destroyed or damaged by fire or any other insured risk so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall be again rendered fit for occupation and use and in case of difference touching this proviso the same shall be referred to a Surveyor to be appointed on the application of the Landlord by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be made as an expert and not as an arbitrator and shall be final and binding upon the Landlord and the Tenant

(3) No liability in damages

(Subject to any statutory provision to the contrary) the Landlord shall not be responsible to the Tenant his servants agents or callers for any acts neglects defaults or misfeasance of any servant or agent of the Landlord (employed or engaged in and about the Building) nor for any accidental loss or damage which may at any time during the term be caused to the demised premises or to any of the goods or property of the Tenant thereon by reason of the defective or negligent working accidental stoppage or breakage of any pipes lifts appliances apparatus or machinery in or connected with or used for the purpose of the demised premises or the Building or any part thereof

(4) Service of notices

(a) Any notice requiring to be served hereunder shall be sufficiently served on the Tenant or the Surety if any if posted or left addressed to the Tenant or Surety at the demised premises or left at the Tenant's or Surety's registered office or last known residential address place of business or abode and on the Landlord if delivered at its registered office for the time being and a notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent

(b) The Tenant's or Surety's last known address place of business or abode in the United Kingdom shall be deemed to be that appearing in this Lease or any subsequent address of which the Tenant or Surety serves written notice on the Landlord pursuant to Clause 2(32) or Clause 6(3)(b) hereof

(5) Interpretation

In this Lease:-

(a) the masculine gender includes the feminine gender and the singular includes the plural and vice versa and where the demise is to more than one person then the obligations of the Tenant shall be joint and several

(b) the index side headings and schedule headings are for convenience only and shall not affect the interpretation hereof

(6) Rights excluded

The Tenant shall not in respect of the demised premises have or acquire by user or otherwise any right of light or air over other land or other parts of the Building during the term

(7) Waiver

No acceptance of or receipt of or for rent by the Landlord after notice received by it of any breach of covenant by the Tenant as to the user of the demised premises or any part thereof shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of these presents be a continuing breach of covenant so long as any user contrary to the terms of these presents shall be subsisting and that no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or receipt for rent by the Landlord as a defence in any action or proceedings by the Landlord

(8) Distress

If any rent due hereunder shall be in arrear for more than fourteen days beyond the days appointed for payment (whether formally demanded or not) and shall be paid only after the Landlord or the Landlord's solicitors have instructed or caused distress to be levied therefor then the Tenant shall pay to the Landlord on demand and on a full indemnity basis the Landlord's costs incurred by reason of the matters aforesaid including (but without prejudice to the generality of the foregoing) commission payable to the Landlord's bailiff and agents' and legal fees (such costs in default of payment to be recoverable as if the same were rent in arrear)

(9) No Warranty as to use

The Landlord does not by the grant of this Lease warrant that the user prescribed by Clause 2(11) hereof is the permitted user of the demised premises or any part thereof under the Planning Acts and the Tenant shall comply in all respects with the provisions and requirements of the Planning Acts whether as to the permitted user hereunder or otherwise and shall at all times hereafter indemnify and keep the Landlord indemnified against all liability whatsoever arising thereunder or from the said prescribed user including costs and expenses in respect of any contravention thereof

(10) Exclusion of compensation

If the tenancy hereby granted is within Part II of the Landlord and Tenant Act 1954 then subject to the provisions of sub-section (2) of Section 38 of that Act neither the Tenant nor any assignee of the term shall be entitled on quitting the demised premises to any compensation under Section 37 of the said Act or under any corresponding provision in any Act amending or replacing the same

(11) Landlord's liability

Notwithstanding anything herein contained any liability of the Landlord under this Lease shall cease and absolutely determine upon its transferring its interest in the reversion to the demised premises

(12) Certificate

For the purposes of Section 240(2)(a) of the Finance Act 1994 the Landlord and the Tenant hereby confirm that there is no agreement for lease to which this Lease gives effect

5. RENT REVIEW

In this Clause "Review Date" means the 25th day of December in the years 2018^{and} 2023^{mb.} and the quarter day prior to the expiry of the term hereby granted (but excluding any statutory continuation thereof) "Revised Rent" shall mean such revised rent as is agreed or determined in accordance with Clause 5(d) and "Review Period" means the period starting with any Review Date up to the next Review Date or starting with the last Review Date up to the end of the term (as the case may be)

(a) The yearly rent shall be:

- (i) Until the first Review Date the rents reserved in Clause 1 hereof
- (ii) In each successive Review Period the Revised Rent shall be as agreed between the parties or ascertained as herein provided or the rent payable prior to the ascertainment of such Revised Rent whichever is the greater

(b) If by a date six months before a Review Date the Revised Rent from that Review Date has not been agreed the Landlord and the Tenant may agree upon a person to act as a Surveyor who shall determine the Revised Rent but

in default of such agreement then the Landlord or the Tenant may at any time whether before or after the Review Date make application to the President for the time being of the Royal Institution of Chartered Surveyors to appoint a surveyor ("the Surveyor") to determine the Revised Rent and such application shall request that the Surveyor to be appointed shall be a specialist in the letting of premises of a similar type in the area in which the demised premises are situate

- (c)
 - (i) Unless the Landlord and the Tenant otherwise agree (but subject to the next sub-clause) the Surveyor shall act as an arbitrator and the provisions of the Arbitration Acts for the time being in force shall apply
 - (ii) If in his application to the President the Landlord shall so require the Surveyor shall act as an expert (who shall nevertheless afford to the parties an opportunity of making written representations) and not as an arbitrator and in that event unless the Surveyor shall otherwise direct the Landlord and the Tenant shall be responsible for one half of his fees and if either shall pay the whole thereof he shall be entitled to recover one half thereof from the other
 - (iii) If the Surveyor whether appointed as arbitrator or expert refuses to act or is incapable of acting or dies the Landlord or the Tenant may apply to the said President for the further appointment of a Surveyor
- (d) The Revised Rent to be determined by the Surveyor shall be such as he shall decide as being the full market yearly rent which expression means the best yearly rent at the relevant Review Date for the demised premises on the following assumptions as at that date:

- (i) that the demised premises are fit for immediate occupation and use and that no work has been carried out thereon by the Tenant its sub-tenants of their predecessors in title during the term which has diminished the rental value of the demised premises and that in case the demised premises have been destroyed or damaged they have been fully restored
- (ii) that the demised premises are available to let by a willing landlord to a willing tenant as a whole without a premium but with vacant possession and subject to the provisions of this Lease (other than the amount of rent hereby reserved) for the permitted use under Clause 2(11) hereof for a term equal to ten years commencing on the relevant Review Date with a review at the end of the fifth year of the said term
- (iii) that the covenants herein contained on the part of the Tenant have been fully performed and observed

AND having regard to open market rental values current at the relevant Review Date there being disregarded

- (i) any effect on rent of the fact that the Tenant may be unable to recover or obtain any indemnity in respect of Value Added Tax payable by virtue of Clause 2(2) of this Lease
- (ii) any effect on rent of the fact that the Tenant has been in occupation of the demised premises or any part thereof

(iii) any goodwill attached to the demised premises or any part thereof by reason of the carrying on thereon of any business by the Tenant

(iv) any improvements carried out to the demised premises by the Tenant except in pursuance of any obligation to the Landlord (whether or not arising under this Lease)

(e) The Landlord and the Tenant hereby mutually covenant that if upon any review made hereunder it shall be agreed or determined that the yearly rent payable hereunder shall be increased then such increase shall be confirmed by a Deed prepared by the Landlord's solicitors

(f) If the rent payable under this Lease shall not have been agreed or determined (by way of review) by the relevant date from which the same is payable the Tenant shall continue to pay rent at the rate prevailing immediately before such date until such agreement or determination is reached (all necessary adjustments being made on the quarter day immediately following such agreement or determination) and if the rent payable hereunder shall be increased pursuant to such agreement or determination such increased rent shall for all purposes be deemed to be payable with effect from the commencement of the relevant Review Period and on the quarter day next after such agreement or determination the Tenant shall pay to the Landlord the difference for the period ending on that quarter day between the rent paid and the rent so agreed or determined and the several parts of such difference shall bear interest at the base rate of Lloyds Bank Plc for the period from the date when each such part would have been payable if the rent had been agreed or determined on or before the relevant review date up to such quarter date

- (g) It is hereby agreed and declared that for the purpose of any such review taking place whilst the Tenant remains tenant of the said adjoining premises at ^{MO.} ~~2~~ Regency Parade the Landlord shall be entitled in its absolute discretion to review the rent of the demised premises either as a single unit or as combined with ^{MO.} ~~2~~ Regency Parade

6. THE SURETY [SURETIES] COVENANTS

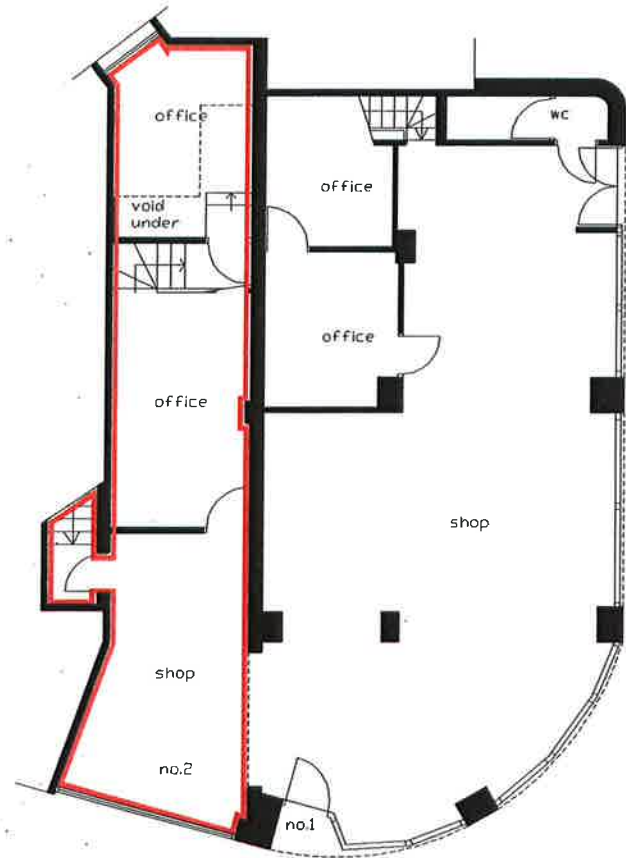
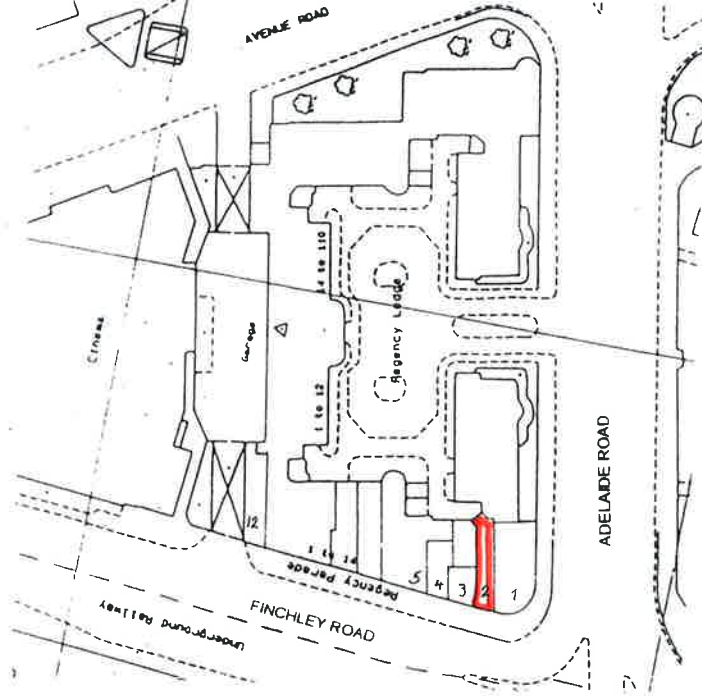
- (1) THE SURETY [SURETIES] in consideration of the demise hereinbefore contained having been made at his [their] request hereby covenants [jointly and severally covenant] with the Landlord that the Tenant will pay the rents hereby reserved on the days and in manner aforesaid and will perform and observe all the Tenant's covenants hereinbefore contained and that in case such rents be not paid or such covenants be not performed or observed the Surety [Sureties] will pay and make good to the Landlord on demand all losses damages costs and expenses thereby arising or incurred by the Landlord PROVIDED ALWAYS and it is hereby agreed that as between the Landlord and the Surety [Sureties] the Surety [Sureties] shall be deemed to be (a) principal debtor(s) and accordingly any neglect or forbearance of the Landlord in endeavouring to obtain payment of any of the rents hereby reserved when the same became payable or to enforce performance of the several stipulations herein on the Tenant's part contained or any time which may be given to the Tenant by the Landlord or any agreement between them as to a variation of this Lease or any arrangement or compromise made by the Tenant with the Tenant's creditors whether or not pursuant to the provisions of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force or the discharge of the Tenants from the Tenant's liabilities hereunder by the disclaimer of this Lease by any trustee in bankruptcy or liquidation of the Tenant or otherwise as a result of the insolvency or winding up either voluntary or compulsory or dissolution of the

Tenant shall not release or exonerate or in any way affect the liability of the Surety [Sureties] under this covenant PROVIDED NEVERTHELESS that in the event of any disclaimer as aforesaid the Surety [Sureties] hereby further covenants [jointly and severally covenant] with the Landlord that he [they] will on written demand made by the Landlord within three months after the date of such disclaimer accept from the Landlord a further Lease of the demised premises at the several rents hereinbefore reserved (with provision so far as applicable for a review of such rents) for a term equal in duration to the residue remaining unexpired of the term hereby granted at the date of such disclaimer (such term to commence from the date of the disclaimer) such Lease to contain the like lessee's and lessor's covenants respectively and the like provisos and conditions in all respects (including the proviso for re-entry) as are herein contained the Surety [Sureties] on the completion of such further Lease to execute and deliver to the Landlord a Counterpart thereof and to reimburse to the Landlord on a full indemnity basis the amount of the Landlord's proper legal agents surveyors and other professional costs and disbursements (together with any Value Added Tax payable thereon) relative to the disclaimer and the preparation and completion of the said Lease and Counterpart (such costs in default of payment to be recoverable as if the same were rent in arrear)

- (2) THE liability of the Surety [Sureties] shall not be discharged or in any way affected in the event of the tenancy hereby created continuing after the expiration of the term in accordance with the provisions of the Landlord and Tenant Act 1954 or any Act amending or replacing it and further the Surety [Sureties] liability shall continue in full force and effect and apply to the demised premises and to the rents payable in respect thereof notwithstanding that the rents may be increased pursuant to the foregoing provisions of this Lease

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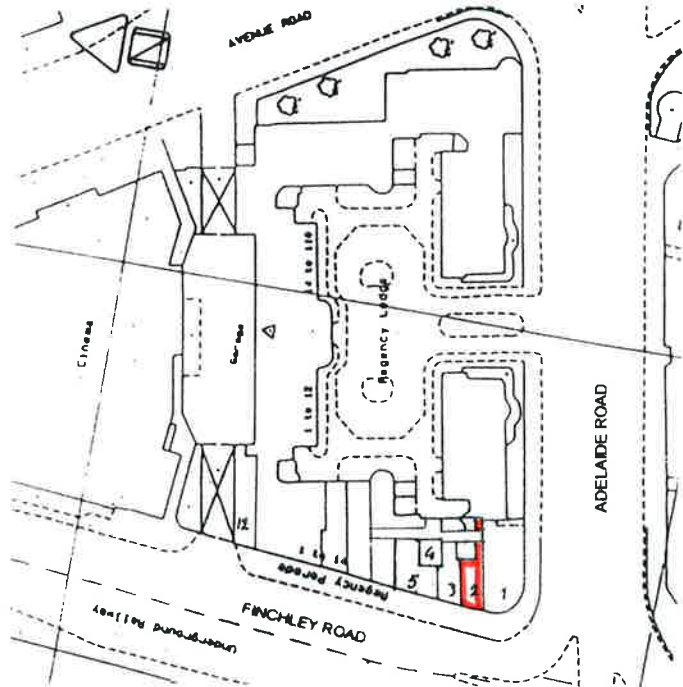


No.2 REGENCY PARADE
ADELAIDE ROAD
LONDON NW3
Shop Premises Scale 1:150 10.03

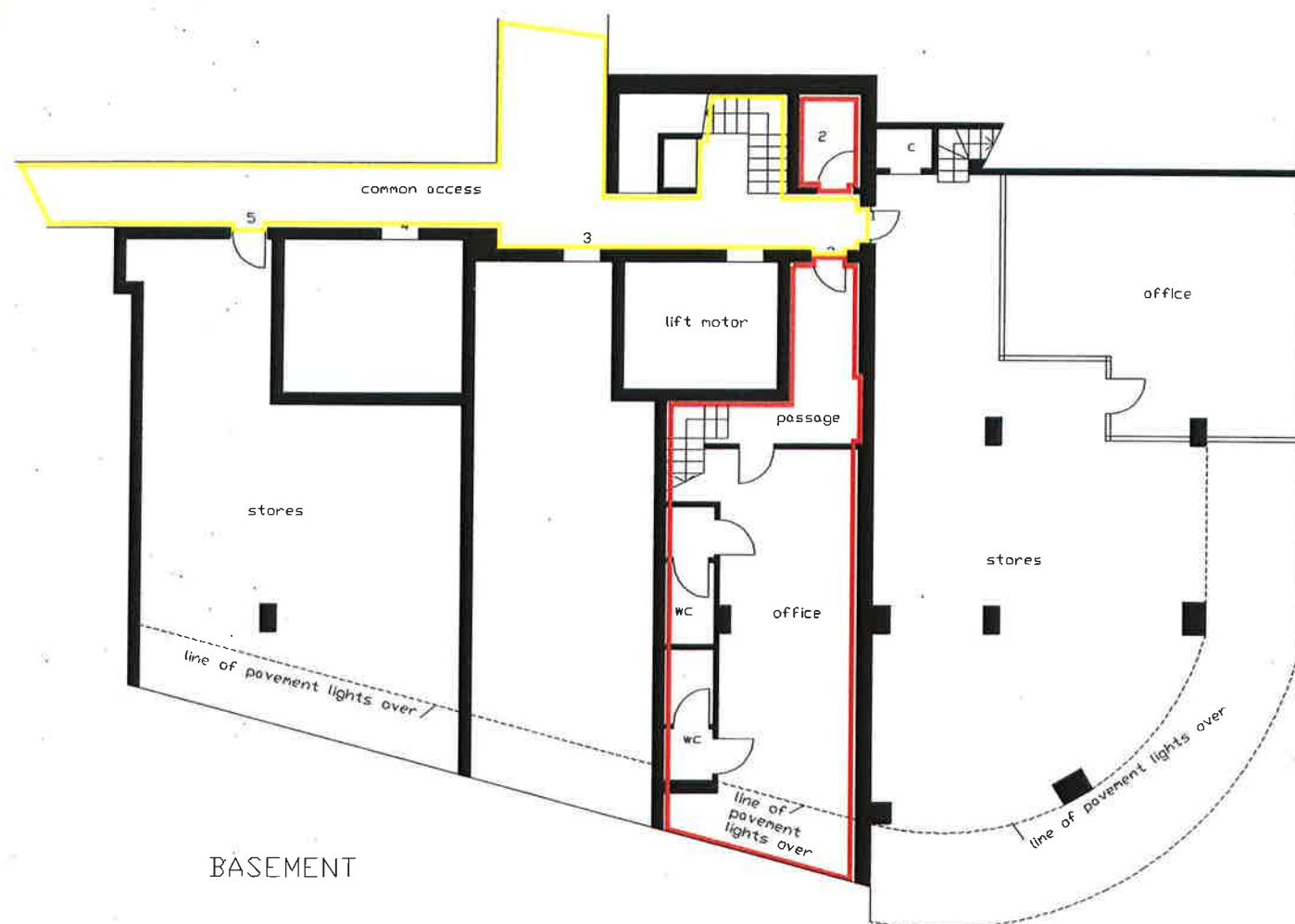
David Sugden Associates
Chartered Building Surveyors

Tel/fax: 01932 22 44 70
e.mail: survey@dsaplans.freemove.co.uk





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BASEMENT

No.2 REGENCY PARADE
ADELAIDE ROAD
LONDON NW3
Basement Stores Scale 1:150 10.03

David Sugden Associates
Chartered Building Surveyors

Tel/fax: 01932 22 44 70
e.mail: survey@dsaplans.freemove.co.uk



(3) The Surety further covenants with the Landlord

(a) that if upon lawfully assigning this Lease the Tenant is required to enter into an Authorised Guarantee Agreement the Surety will enter into the Authorised Guarantee Agreement in the manner set out therein for the purpose of guaranteeing the Tenant's obligations thereunder;

(b) to keep the Landlord notified at all times of its current registered office residential address and place of business or other abode in the United Kingdom and give the Landlord written notice of any change thereto within fourteen days of the change

IN WITNESS whereof the parties hereto have duly executed this document as a Deed but it shall not be deemed to have been effectively delivered until it has been dated

THE FIRST SCHEDULE BEFORE REFERRED TO

FIRST PART

(Description of demised premises)

ALL THAT ground floor lock-up shop known as Number 2 Regency Parade Finchley Road London NW3 5EG TOGETHER with the basement appurtenant thereto which premises are for the purpose of identification edged red on the plans annexed hereto and as the same form part of the Landlord's parade of shops known as 1 to 14 Regency Parade and the block of flats thereover known as Regency Lodge (herein referred to as "the Building")

SECOND PART

(Exceptions reservations and matters subject to which demise is made)

- (a) To the Landlord and the Superior Landlord and the present and future owners tenants and occupiers of the other parts of the Building and of adjoining and neighbouring premises the rights:-
 - (i) to enjoy such subjacent and lateral support shelter and protection from the demised premises for the benefit of those parts of the Building and of adjoining and neighbouring premises now or hereafter during the term enjoying such support shelter and protection
 - (ii) to the free and uninterrupted passage of water soil gas and electricity through and the free use of all sewers drains channels watercourses pipes conduits cables and heating apparatus which are or during the term shall be under or upon the demised premises
- (b) To the Landlord the Superior Landlord and any other person authorised by it the right to erect affix place or display in a suitable manner on the exterior of the demised premises fixtures signs directions placards or advertisements of any description and apparatus incidental thereto for illuminating the same and to repair maintain alter renew substitute or remove anything so erected affixed placed or displayed
- (c) To the Landlord at any time hereafter or from time to time full right and liberty to rebuild add to or alter other parts of the Building to erect any buildings or hoardings upon or to alter or rebuild any of the buildings erected on adjoining or neighbouring lands and to use the said adjoining and neighbouring lands and buildings in such manner as it or they may think fit

notwithstanding that the free access of light or air to the demised premises may thereby be impaired or injuriously affected or that nuisance inconvenience disturbance or annoyance may be caused to the Tenant

- (d) To the persons respectively entitled thereto all existing rights and easements (whether or not the Tenant shall have knowledge or notice thereof) belonging to or enjoyed by adjoining or neighbouring premises or the owners tenants or occupiers thereof
- (e) All such rights (including rights of light and air) over the Building for the benefit of other land (whether or not belonging to the Landlord) as would exist if the demised premises and such other land were in separate ownership

THE SECOND SCHEDULE

(Authorised Guarantee Agreement)

THIS AUTHORISED GUARANTEE AGREEMENT is made the day of

B E T W E E N

of

(hereinafter called "the Landlord") of the first part

(Company Number) whose registered office is at

and

(hereinafter called "the Assignor") of the second part

[and

of

(hereinafter [together] called “the Guarantor”) of the third part)

W H E R E A S :

- (1) This Authorised Guarantee Agreement is supplemental to a lease ("the Lease") made on the 26th day of June 2014 between the Landlord (1) and [the Assignor (2) WHEREBY the Landlord granted to [the Assignor] the Lease of premises known as 2 Regency Parade Finchley Road London NW3 ("the Demised Premises") for a term of FIFTEEN YEARS commencing on the 25th day of December 2013 ("the Term" which expression shall include the period of any holding over or of any extension or continuance thereof whether by statute or common law where the context so admits) at an initial yearly rent of FIFTEEN THOUSAND THREE HUNDRED AND FIFTY POUNDS (£15,350.00) exclusive subject to review as set out in the Lease
- (2) Clause 2 (24) of the Lease provides (inter alia) that an assignment cannot be effected without the consent of the Landlord and that such consent may be granted subject to the Landlord requiring the Assignor to enter into an Authorised Guarantee Agreement
- (3) The Assignor has applied to the Landlord for consent to assign the Lease to [] ("the Assignee")
- (4) The Guarantor has agreed with the Landlord to guarantee to the Landlord the covenants given in this Authorised Guarantee Agreement on the part of the Assignor]

N O W THIS DEED W I T N E S S E T H as follows:-

1. In consideration of the Landlord giving its consent for the Assignor to assign the Lease to the Assignee by a Licence to Assign of even date herewith ("the

Licence to Assign") the Assignor HEREBY COVENANTS with the Landlord that the Assignee will pay the Rents (as defined in the Lease) on the days and in manner aforesaid and will perform and observe all the Tenant Covenants (as defined in the Lease) and that in case the Rents shall not be paid or such covenants not performed or observed the Assignor will pay and make good to the Landlord on demand all losses damages costs and expenses thereby arising or incurred by the Landlord

2. IT IS HEREBY AGREED that as between the Landlord and the Assignor the Assignor shall be deemed to be principal debtor and accordingly:

- (a) any neglect or forbearance of the Landlord in endeavouring to obtain payment of any of the Rents when the same become payable or to enforce performance of the several stipulations in the Lease and the Licence to Assign on the Assignee's part contained; or
- (b) any time or indulgence which may be given to the Assignee by the Landlord; or
- (c) any agreement between the Landlord and the Assignee as to a variation of the Lease; or
- (d) any arrangement or compromise made by the Assignee with the Assignee's creditors whether or not pursuant to the provisions of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force; or
- (e) The discharge of the Assignee from the Assignee's liabilities under the Lease (and so far as applicable the Licence to Assign) by the

disclaimer of the Lease by any trustee in bankruptcy or liquidator of the Assignee or otherwise as a result of the insolvency or winding up either voluntary or compulsory or dissolution of the Assignee, or

- (f) any other act or thing which but for this provision would release the Assignor

shall not release or exonerate or any way affect the liability of the Assignor under this Agreement

3. In the event of any disclaimer of the Lease by a liquidator or trustee-in-bankruptcy of the Assignee the Assignor hereby further covenants with the Landlord that the Assignor will on written demand made by the Landlord within six months after the date of such disclaimer accept from the Landlord a further lease of the Demised Premises at the several rents therein reserved (with provision so far as applicable for a review of such rents) for a term equal in duration to the residue remaining unexpired of the Term at the time of the grant of such lease to the Assignor such lease to contain the like lessee's and lessor's covenants respectively and the like provisos and conditions in all respects (including the proviso for re-entry) as are contained in the Lease and the Assignor shall on the completion of such further lease execute and deliver to the Landlord a counterpart thereof and reimburse to the Landlord the amount of the Landlord's solicitors' proper legal costs and disbursements (together with any Value Added Tax payable thereon) relative to the preparation and completion of the said lease and counterpart

4. THE GUARANTOR HEREBY COVENANTS WITH THE LANDLORD that the Assignor will observe and perform its obligations in clauses 1 and 3 hereof and that if the Assignor shall default in so doing the Guarantor will make

good to the Landlord on demand all losses damages costs and expenses thereby arising or incurred by the Landlord (including without limitation accepting from the Landlord a new Lease of the Demised Premises in accordance with clause 3 if the Assignor defaults in complying with that clause) and clause 2 of this Agreement as between the Landlord and the Guarantor (both in relation to matters affecting the Assignor and matters affecting the Assignee) shall apply to the Guarantor's obligations hereunder mutatis mutandis)

5. The Assignor [and the Guarantor] further jointly and severally covenant[s] with the Landlord that if the Lease shall be disclaimed and for any reason the Landlord does not require the Assignor or the Guarantor to accept a new lease of the Demised Premises in accordance with clause 3 or clause 4 above the Assignor shall pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Demised Premises and the Rents in both cases for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:

- (a) the date 6 months after such disclaimer

- (b) the date (if any) upon which the Demised Premises are re-let

6. The Assignor [and the Guarantor each] hereby covenant[s] to keep the Landlord notified of the Tenant's (and the Guarantor's respective) current registered office residential address and place of business or any other abode in the United Kingdom and to give the Landlord written notice of any change thereto

7. (a) Any notices requiring to be served hereunder or under the Lease shall be deemed sufficiently served on the Assignor [or the Guarantor] if posted or left addressed to the Assignor [or the Guarantor] at the Demised Premises or left at the Assignor's [or the Guarantor's] registered office (if the Assignor [or the Guarantor] is a Company) or last known residential address place of business or abode (if the Assignor [or the Guarantor] is an individual including a partner in a partnership) in the United Kingdom and on the Landlord if delivered at its registered office for the time being and a notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it has been sent
- (b) The Assignor's [or the Guarantor's] registered office or last known residential address place or business or abode in the United Kingdom shall be deemed to be that referred to herein or any subsequent address of which the Assignor [or the Guarantor] serves written notice on the Landlord pursuant to clause 6 hereof

I N W I T N E S S whereof this Agreement has been duly executed as a deed by the parties hereto but it shall not be deemed to have been effectively delivered until it has been dated

THE COMMON SEAL of **DAEJAN**

PROPERTIES LIMITED was hereunto

affixed in the presence of:-

Director

Secretary

SIGNED AS A DEED by the said

MICHAEL OFORI in the presence of:-



Surette Norman, Solicitor

Walter Jennings & Son
10 Hendon Lane
London
N3 1TR
Solicitors