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BY COURIER

23 August 2021

SL Enterprises (Holborn) Limited
1a Vaughan Road
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HA1 4DP

Dear SL Enterprises (Holborn) Limited

OUR CLIENT: KINGSWAY LIF HOLDINGS LIMITED
RESTAURANT: PART GROUND FLOOR AND -1 LEVEL OF 36-38 KINGSWAY AND 61 LINCOLN'S INN FIELDS, LONDON WC2
SERVICES AGREEMENT: DATED 1 JULY 2014 BETWEEN (1) KINGSWAY LIF HOLDINGS LIMITED & (2) ROCKET RESTAURANTS LIMITED & (3) 3SIXTY RESTAURANTS LIMITED - RELATING TO THE PROVISION OF SERVICES AT CLUB QUARTERS, 36-38 KINGSWAY AND 61 LINCOLN'S INN FIELDS, LONDON WC2
LEASE: DATED 1 JULY 2014 BETWEEN (1) KINGSWAY LIF HOLDINGS LIMITED & (2) ROCKET RESTAURANTS LIMITED & (3) 3SIXTY RESTAURANTS LIMITED

We have been instructed by Our Client and are writing to you regarding your failure to provide the Services (as defined in the Services Agreement) to Our Client in accordance with the terms of the Services Agreement a copy of which is enclosed.

The Freehold reversion of the Restaurant remains vested in Our Client and the term of years granted by the Lease is now vested in you.

The Services Agreement was assigned to you and you are now the Service Provider.

Under clause 2 of the Services Agreement you agreed as follows:

"2. THE SERVICES

With effect from the date on which the Service Provider first opens the Restaurant, the Service Provider will provide the Services to the Beneficiary in accordance with the terms set out in this agreement."

We are further instructed that Our Client has made numerous requests requiring you to open the Restaurant (as defined in the Services Agreement) in accordance with the terms of the Services Agreement and the Lease in order that you can provide the Services and otherwise comply with the terms of the Services Agreement. However, to date you have failed to do so and the Restaurant remains closed and you continue to fail to provide the Services and otherwise comply with the terms of the Services Agreement.

There is no lawful reason why the Restaurant should not be open in order that you can provide the Services and otherwise comply with the terms of the Services Agreement. Accordingly, your failure to do so means that you have committed a material breach (“**Material Breach**”) of the Services Agreement.

As you are no doubt aware, clause 9 of the Services Agreement provides as follows:

9. DURATION, TERMINATION AND EFFECT OF VACATION OF PREMISES

(a) *Without prejudice to any rights that have accrued under this Agreement or to any of its other rights and remedies, and subject always to clause 11, the Beneficiary may at any time terminate this agreement with immediate effect by giving written notice to the Service Provider if the Service Provider:*

(i) ...

(ii) *commits a material breach of any term of this agreement and fails to remedy that material breach within a period of 30 days after being notified in writing to do so or such longer period as may be reasonable having regard to the material breach; or*

...”

As solicitors and agents for Our Client, please treat this letter as written notice under clause 9(a)(ii) above of the Services Agreement, that Our Client requires you to remedy the Material Breach and open the Restaurant and provide the Services and otherwise comply with the terms of the Services Agreement within 30 days of the date of receipt of this letter.

If you fail to comply with the above notice and remedy the Material Breach and otherwise comply with the terms of the Services Agreement, Our Client will have no alternative but to proceed and serve a further written notice terminating the Services Agreement with immediate effect.

Yours faithfully



Mills & Reeve LLP

Enc.