

10/09

2013

LEASE

relating to

9A DELANCEY STREET LONDON NW1 7NL

between

GRAS PROPERTIES LIMITED

and

YOKOYA LIMITED

CONTENTS

CLAUSE

1.	Interpretation	4
2.	Grant	7
3.	The Annual Rent	8
4.	Review of the Annual Rent	8
5.	Insurance	8
6.	Rates and taxes	10
7.	Utilities	10
8.	VAT	11
9.	Default interest and interest	11
10.	Costs	11
11.	No deduction, counterclaim or set-off	12
12.	Registration of this lease	12
13.	Assignments	12
14.	Underlettings	12
15.	Sharing occupation	12
16.	Charging	12
17.	Prohibition of other dealings	13
18.	Registration and notification of dealings and occupation	13
19.	Closure of the registered title of this lease	13
20.	Tenant's covenants for repair	14
21.	Landlord's covenant for repair	14
22.	Decoration	14
23.	Alterations	14
24.	Signs	15
25.	Returning the Property to the Landlord	15
26.	Use	15
27.	Landlord's covenant for quiet enjoyment	16
28.	Re-entry and forfeiture	16
29.	Liability	16
30.	Entire agreement	16
31.	Notices, consents and approvals	16
32.	Governing law and jurisdiction	18
33.	Contracts (Rights of Third Parties) Act 1999	18

PRESCRIBED CLAUSES

LR1. Date of lease

2013

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NGL669384

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

GRAS PROPERTIES LIMITED

35 Grafton Way London W1T 5DB

07994664

Tenant

YOKOYA LIMITED

18 Queens Court Queens Road Slough SL1 3QR

08635911

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

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

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**

THIS LEASE is dated 2013

PARTIES

- (1) GRAS PROPERTIES LIMITED, incorporated and registered in England and Wales with company number 07994664 whose registered office is at 35 Grafton Way London W1T 5DB (**Landlord**).
- (2) YOKOYA LIMITED, incorporated and registered in England and Wales with company number 08635911 whose registered office is at 18 Queens Court Queens Road Slough SL1 3QR (**Tenant**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

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; or
- (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; or
- (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; or
- (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; or
- (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; or

- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (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; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

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 £24,000 per annum inclusive of any VAT and then as revised pursuant to this lease.

Contractual Term: a term of 12 years beginning on, and including 10 September 2013.

CDM Regulations: the Construction (Design and Management) Regulations 2007 (*SI 2007/320*).

Default Interest Rate: four percentage points above the Interest Rate.

Insurance Rent: the aggregate in each year of:

- (j) the gross cost of the premium before any discount or commission for insurance of the Property for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of those costs, fees and expenses; and
- (k) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and

any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

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

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: as a restaurant.

Plan: the plan attached to this lease.

Property: 9a Delancey Street London NW1 7NL edged red on the Plan.

Rent Commencement Date: date of this lease.

Rent Deposit: £6,000 (Six Thousand Pounds)

Rent Payment Dates: first day of each month.

Review Date: every fourth anniversary of the Rent Commencement Date.

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.

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

VATA 1994: Value Added Tax Act 1994.

- 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 **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 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.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.7 The expression **neighbouring property** does not include the Building.

- 1.8 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 31.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 31.6.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 A **person** includes a corporate or unincorporated body.
- 1.15 References to **writing** or **written** do not include faxes or email.
- 1.16 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.17 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.
- 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 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; and
- (c) all interest payable under this lease.

3. THE ANNUAL RENT

3.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve 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 reasonably requires at any time by giving notice to the Tenant.

3.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

4. REVIEW OF THE ANNUAL RENT

4.1 The amount of Annual Rent shall be increased by 8% on each Review Date.

5. INSURANCE

5.1 Subject to clause 5.2, the Landlord shall keep the Building (other than any plate glass) insured against loss or damage by the Insured Risks for its full reinstatement cost (taking inflation of building costs into account).

5.2 The Landlord's obligation to insure is subject to
insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

5.3 The Tenant shall pay to the Landlord on demand the Insurance Rent;

5.4 The Tenant shall:

- (a) not do or omit anything as a result of which any policy of insurance of the Building or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously

notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

- (b) comply at all times with the requirements of the insurers relating to the Property and the exercise of the Rights by the Tenant;
- (c) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (d) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and

5.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Building to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property (as the case may be). The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Building after a notice has been served pursuant to clause 5.7 or clause 5.8.

5.6 If the Building is damaged or destroyed by an Insured Risk so as to make the Property unfit for occupation and use, then, unless the policy of insurance in relation to the Building has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Building with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use or until the end of three years from the date of damage or destruction, if sooner.

5.7 If, following damage to or destruction of the Building, the Landlord considers that it is impossible or impractical to reinstate the Building, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of

the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

- 5.8 The Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Building by an Insured Risk, the Building has not been reinstated so as to make the Property fit for occupation and use within three years after the date of damage or destruction or immediately if damage is caused by a risk against which the Landlord has not insured against. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

6. RATES AND TAXES

- 6.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 6.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

7. UTILITIES AND THE VODAPHONE CONTRACT

- 7.1 The Tenant shall pay the business rates and all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property, including the licence to sell alcohol and to play music and the Tenant shall ensure that the licence to sell alcohol and to play music from the Property shall be maintained each year (at the sole cost of the Tenant) so that those licences remain in place at the expiry of the Lease.

7.2 The contract that the Landlord has entered into with Vodafone Limited with reference 82652AIR/34316 (the "Vodafone Contract") shall, at all times, remain with the Landlord. Under no circumstances shall the Vodafone Contract be assigned to the Tenant, unless specifically agreed in writing by the Landlord.

8. VAT

8.1 All sums payable by the Tenant (except for the Annual Rent) are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes subject to the Landlord providing the Tenant with a valid VAT invoice.

9. DEFAULT INTEREST AND INTEREST

9.1 If any Annual Rent or any other money payable under this lease has not been paid by the date 14 days after it is due the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

10. COSTS

10.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord incurred during the term in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

11. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

12. REGISTRATION OF THIS LEASE

12.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

13. ASSIGNMENTS

13.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

13.2 The Tenant shall not assign part only of this lease.

14. UNDERLETTINGS

14.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

14.2 The Tenant shall not underlet part only of the Property.

15. SHARING OCCUPATION

15.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

16. CHARGING

16.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

16.2 The Tenant shall not charge part only of this lease.

17. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

18. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

18.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

18.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

18.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) pay the Landlord's solicitors a registration fee of £50 (plus VAT).

19. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

20. TENANT'S COVENANTS FOR REPAIR

- 20.1 The Tenant shall keep the internal non structural parts of the Property clean and tidy and in good repair and condition Provided That the Tenant shall not be obliged to hand back the Property in any better repair or condition than it stands at the date of this lease.
- 20.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or a risk against which the Landlord has not insured against.
- 20.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.

21. LANDLORD'S COVENANT FOR REPAIR

- 21.1 The Landlord shall keep the structural and exterior parts of the Property in good repair and condition. Without prejudice to its obligations under clause 5., the Landlord shall not be obliged to carry out any repair where the need for any repair has arisen by reason of the occurrence of an Insured Risk.

22. DECORATION

- 22.1 The Tenant shall decorate the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 22.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

23. ALTERATIONS

- 23.1 The Tenant shall make no alterations to the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 23.2 If the Landlord wishes to make an extension above the Property, the Tenant shall not object subject to the Landlord being sensitive to the reasonable requirements of the Tenant's business and respecting the Tenant's right to quiet enjoyment of the Property as far as reasonably practicable.

24. SIGNS

- 24.1 Subject to clause 24.2, the Tenant shall not attach any signs, fascia, awnings, placards, boards, posters and advertisements (**Signs**) to the exterior of the Property or display any inside the Property so as to be seen from the outside.
- 24.2 The Tenant may attach a shop fascia and an awning of a size and design appropriate to the nature and location of the Property and the Permitted Use and may display such trade posters and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 24.3 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

25. RETURNING THE PROPERTY TO THE LANDLORD

- 25.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 25.2 The Tenant shall not be required to remove any items, including any Signs, it has fixed to the Property, remove any alterations it has made to the Property.

26. USE

- 26.1 The Tenant shall not use the Property for any purpose other than the Permitted Use without the consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 26.2 The Tenant shall be entitled to place or keep any items on any external part of the Property (whether or not such items are for sale) including outside seating.
- 26.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.
- 26.4 The Tenant is responsible for any fees in respect of the Premises Licence for the Property.

27. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that it shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

28. RE-ENTRY AND FORFEITURE

28.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any material breach of any condition, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

28.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

29. LIABILITY

29.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

29.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

30. ENTIRE AGREEMENT

This lease constitutes the whole agreement between the parties.

31. NOTICES, CONSENTS AND APPROVALS

31.1 A notice given under or in connection with this lease shall be:

- (a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

- (b) given:
 - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
 - (ii) by fax to the party's main fax number.

31.2 If a notice is given in accordance with clause 31.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

31.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

31.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by a person duly authorised on behalf or the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

31.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

31.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required

from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

32. GOVERNING LAW AND JURISDICTION

32.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

34. RENT DEPOSIT

34.1 The Tenant has paid the Landlord the Rent Deposit on or before the date of this lease and the Landlord acknowledges receipt

34.2 The Landlord will hold the Rent Deposit on trust for the Tenant in a separate designated interest bearing deposit account

34.3 Any interest earned on the Rent Deposit will be paid to the Tenant.

34.4 The Landlord will be entitled to deduct from the Rent Deposit any reasonable sums properly required to make good any breach of the tenant covenants in this lease. The Landlord will give the Tenant written notice of any deductions and the reason for the withdrawal.

34.5 The Landlord will promptly repay the Rent Deposit to the Tenant following the end of the term howsoever it ends.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a Deed by
GRAS PROPRTIES LIMITED
Acting by

Director

In the presence of:



Signed as a Deed by
YOKOYA LIMITED
Acting by

Director

In the presence of:

