

- (f) every sale on credit terms or on an instalment basis shall be deemed to be a sale for the full cash price at the date when the same is made irrespective of the time or times at which you receive payment;
- (g) every hiring of goods to a customer with an option to purchase shall be deemed to be a sale of the goods for the full cash price at the date when the hiring is made (irrespective of the time or times at which you receives payment) and there shall be excluded from the Gross Turnover any hiring charges in respect of such hiring;
- (h) every deposit by a customer shall be included in the Gross Turnover at the time of receipt and shall only be deducted from the Gross Turnover if and when repaid;
- (i) in calculating the amount of the Gross Turnover no deduction shall be made for:
 - (i) bad or doubtful debts; or
 - (ii) (in the case of transactions paid by credit or debit card) discounts or commissions payable by you;
- (j) the following amounts shall not be included in the Gross Turnover or if included shall be deducted:
 - (i) Value Added Tax purchase tax and any similar sales or excise tax imposed directly on you in respect of the supply of goods or services but only to the extent that such tax is actually paid or accounted for by you to the taxing authority;
 - (ii) discounts reasonably and properly allowed to:
 - (A) employees of you in respect of goods or services supplied to them by you; and
 - (B) any customers using a loyalty or similar scheme operated by us;
 - (iii) the amount of any cash refund or credit given to a customer when goods are returned provided that such cash refund or credit does not exceed the sale price of the goods included in the Gross Turnover;
 - (iv) the sale price of goods returned by customers for exchange provided that:
 - (A) such sale price has been included in the Gross Turnover; and
 - (B) the sale price of the goods given in exchange is included in the Gross Turnover;
 - (v) allowances or refunds made in respect of defective or unsatisfactory goods or services provided that such allowances shall not exceed the sale price of the goods or the charge for the services included in the Gross Turnover;
 - (vi) the value of goods transferred whether by way of exchange or otherwise from the Premises to other premises of yours provided that such transfer is not made for the purpose of consummating a sale which has been made at in or from the Premises nor deprives us of the benefit of a sale which would otherwise have been made at in or from the Premises;

- (vii) the value of goods returned to shippers wholesalers or manufacturers;
 - (viii) receipts from the sale of fixtures and fittings which are not part of your stock nor in the usual course of business; and
 - (ix) the value of any gift voucher of yours purchased from the Premises at a time when they are redeemable save where it is redeemed at the Premises.
- (k) For the purposes of this definition "you" means you and any group company or concessionaire of you.

"Specified Percentage" has the meaning specified in the Particulars.

"Turnover Certificate" means a certificate signed by a director on your behalf certifying the amount of the Gross Turnover during a Turnover Period.

"Turnover Period" each of the following periods:

- (a) the period beginning on the Rent Commencement Date and ending on 24 March 2018;
- (b) the period beginning on 25 March 2018 and ending on 23 June 2018;
- (c) the period beginning on 24 June 2018 and ending on 28 September 2018;
- (d) the period beginning on 29 September 2018 and ending on 24 December 2018; and
- (e) the period beginning on 25 December 2018 and ending on 7 January 2019.

2. **Calculation of Turnover Rent**

The Turnover Rent shall be a sum equal to the amount (if any) by which the Specified Percentage of the Gross Turnover in each Turnover Period exceeds the Main Rent duly apportioned for that period.

3. **Turnover Certificate**

(a) ~~Within 7 days after the end of each Turnover Period you shall deliver to us a Turnover Certificate relating to the immediately preceding Turnover Period and you covenant that each Turnover Certificate will state accurately the amount of the Gross Turnover during the Turnover Period to which it relates.~~

(b) You shall pay the Turnover Rent based on the Turnover Certificate to us by the tenth working day following the end of each Turnover Period (each such date being a "Periodic Turnover Rent Payment Date"). If you fail to pay the Turnover Rent by the Periodic Turnover Rent Payment Date, you shall pay Interest on such sum for the period from but excluding the relevant Periodic Turnover Rent Payment Date up to and including the day payment is made.

(c) This Lease may require a calculation of or a reference to Turnover Rent for any specified period of less than a Turnover Period and, in each such case, the Turnover Rent shall be an amount equal to the amount (if any) by which the Specified Percentage of Gross Turnover for the relevant period exceeds the Main Rent duly apportioned to that period.

4. Account Records, inspection, audit etc.

- (a) You shall maintain the Account Records fully and accurately throughout the Term.
- (b) You shall keep safely on the Premises or in such other place reasonably accessible for inspection as we shall approve (such approval not to be unreasonably withheld or delayed) the Account Records from time to time relating to the then current and immediately preceding Turnover Period and shall make the Account Records relating to such Turnover Periods available for inspection at all reasonable times by an employee or accountant (duly authorised in writing by us to make such inspection) of us.
- (f) We may at our reasonable discretion cause an audit of the Account Records relating to the current Turnover Period or any preceding Turnover Period to be made by a chartered accountant appointed by us.
- (c) If you fail to produce a Turnover Certificate for any Turnover Period in accordance with paragraph 3(a) of this Appendix, you shall:
 - (i) on the Periodic Turnover Rent Payment Date, pay to us on account of the Turnover Rent in respect of the Turnover Period which should have been covered by such Turnover Certificate, an amount equal to the full Turnover Rent payable in respect of the last preceding full Turnover Period; and
 - (ii) pay to us Interest on the sum referred to in paragraph (c)(i) above for the period from the Periodic Turnover Rent Payment Date up to and including the day payment is made.
- (g) We shall not disclose any information obtained from inspection or audit of the Account Records except to such extent as may be necessary:
 - (iii) in order to comply with any lawful requirement of any interested authority; or
 - (iv) for the proper conduct of our business; or
 - (v) to comply with the provisions of this Appendix.
- (d) If it shall appear from any such inspection or audit or from any other circumstance that any further Turnover Rent is payable then such Turnover Rent shall be paid by you within seven days of demand.
- (e) If we so require and upon receipt of reasonable prior notice we shall install and be entitled to retain and maintain within the Premises a terminal and associated electronic equipment through which:
 - (i) you shall communicate details of Gross Turnover and related trading data and transactions for any day, week, month, quarter or year, together with any other information which we may reasonably request and which is transmissible to us by such means; and
 - (ii) we may communicate relevant information to you regarding operational issues.

- (f) The parties acknowledge that in relation to paragraph (e) above they owe each other a duty of good faith and each shall keep the information communicated confidential except in relation to disclosures to their professional advisors, funders, and/or mortgagees or in respect of us in relation to a sale of its reversionary interest in this agreement.

5. Determination of disputes

If any dispute shall arise between us and you as to the amount of the Gross Turnover or the Turnover Rent such dispute shall be determined by an arbitrator appointed by us and you or (in the absence of agreement at any time about his appointment) to be nominated by the President for the time being of The Institute of Chartered Accountants in England and Wales and the arbitration shall be conducted in accordance with the Arbitration Act 1996.

Executed as a deed by **TRIANGLE UPPER**)
LIMITED a company incorporated in the British)
Virgin Islands by)
and) being persons)
who, in accordance with the laws of that territory,)
are acting under the authority of the company:



Signature

Name (block capitals)

Authorised signatory

Signature

Name (block capitals)

Authorised signatory

Executed as a deed by [redacted])
[redacted] by a director in the presence of a)
witness:

Witness signature

Witness name
(block capitals)

Witness address

GENERAL TERMS
(New Edition)

Applicable only to lettāble units

These are the General Terms applicable to lettable units in the Market.

IT IS AGREED:

1. DEFINITIONS

In this Lease:

"Act" means any act of Parliament and any delegated law made under an act or any code of practice;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are usually open for business in England and Wales;

"Common Parts" means any part of the Market which does not form part of a lettable unit or any facility or feature in it, which is either available for use by you in common with others and/or used by us in connection with the Services or by customers of or visitors to the Market;

"Code of Practice" means the Code of Practice for Markets of Boot Fairs created under the Real Deal Campaign for fake free markets issued by us to you and other occupiers at the Market;

"Conducting Media" means any medium for the transmission of Supplies;

"End Date" means the last day of the Term (however this arises);

"Environmental Performance" means the efficiency of the:

- (a) consumption of energy;
- (b) consumption or use of water;
- (c) waste generation and management; and
- (d) consumption or other resources,

involved in the development, use and/or operation of the Premises, measured by the extent to which the climatic or environmental impacts of such development use and/or operation are minimised or ameliorated;

"EPB Regulations" means the Energy Performance of Buildings (Certificate and Inspections) (England and Wales) Regulations 2007;

"EPC" means an energy performance certificate and recommendation report (as defined in the EPB Regulations);

"Equipment" means the equipment provided to you under the commercial equipment agreement entered into between the Landlord (or another company within the Group) and the Tenant on or about the date of this Lease;

"Fair Proportion" means a proportion determined by us from time to time as fair and reasonable;

"Footfall Devices" means the two devices provided by us to you in order to count the number of people entering the Premises in order to produce analytical data;

"Group" means the Landlord together with its direct or indirect subsidiary and parent undertakings (including any parent's subsidiary undertakings) from time to time;

"Insurance Rent" means the sums payable by you under term 4.4;

"Insured Risks" means such of the risks of fire (including lightning), explosion, storm, flood, subsidence, landslip, heave, earthquake, burst pipes, impact and (in peacetime) aircraft and any articles dropped from aircraft, riot, civil commotion and malicious damage for which cover at the time the insurance is taken out is generally available on normal commercial terms, and any other risks against which we from time to time reasonably insure, except in all cases for limitations and exclusions imposed by the insurers;

"Interest" means interest at the Interest Rate (both before and after judgment) calculated on a daily basis from the date the payment was due until the date on which payment is made, such interest to be compounded monthly on the first day of each month;

"Interest Rate" means three per cent per annum above Lloyds Bank plc base rate for the time being in force;

"LABS Collect Agreement" means an agreement between LABS Worldwide Limited and you relating to an online food click and collect platform.

"this Lease" means this deed and any document supplemental to it;

"Licence Application" has the meaning given in General Term 4.6.3(b)

"Market" means market shown edged blue on Plan 3 subject to (except in relation to any rights granted by this Lease) the addition or reduction (as appropriate) of any land which we tell you forms part of the Market;

"Outgoings" means all existing and future rates, taxes, assessments, duties, charges, financial impositions and outgoings payable in respect of the Premises;

"Planning Acts" means every Act for the time being in force relating to the use, development and occupation of land and buildings;

"Planning Permission" means any permission, consent or approval given under the Planning Acts;

"Plans" means any of the plans contained in this Lease;

"Premises" means the premises described in the Particulars (and each and every part of them) shown edged red on the Plans 1(a), 1(b), 1(c) and 1(d) within the building known as the Triangle Building shown shaded red on Plan 2 forming part of the Market including:

- (a) all plaster and all internal surfacing materials and finishes on the structural walls, floors (but nothing below them) and ceilings (but nothing above them) of the Premises and on the other structural parts of the Market within or bounding the Premises;
- (b) the shop-front, fascia and all doors, windows and door and window frames of the Premises;
- (c) our plant, fixtures and fittings;
- (d) the plaster and the internal surfacing and finishes on any non-structural walls separating the Premises from any Common Parts;
- (e) one half severed vertically of any non-structural walls separating the Premises from any adjoining premises;
- (f) the entirety of any non-structural walls wholly within the Premises; and
- (g) all Conducting Media within and exclusively serving the Premises,

but excluding all load-bearing and exterior walls, the floors and ceilings of the Premises; all structural parts of the Market (other than any included above); and our fire alarm and sprinkler system (if any) up to the point of connection with your fire alarm and sprinkler installation;

"Premises Licence" means any licence issued or to be issued under the Licensing Act 2003 in relation to the Premises or any temporary events notice applicable to the Premises;

"Rents" means the Main Rent, the Service Charge Rent and the Insurance Rent;

"Retailers' Handbook" means the retailers' handbook issued by us to you and other occupiers at the Market and as updated by us from time to time;

"Risk Period" means one year;

"Services" means the matters listed in paragraph 8 of schedule 2;

"Service Charge Rent" means the sums payable by you under term 4.3 and schedule 2;

"Supplies" means water, gas, electricity and waste and drainage;

"Term" means the period of this Lease specified in the Particulars;

"VAT" means value added tax or any similar tax from time to time replacing it or performing a similar function; and

"VAT Supply" has the meaning which "supply" has for the purpose of the Value Added Tax Act 1994.

2. INTERPRETATION

In these General Terms:

- 2.1 "tell" means notify in writing and any notification from us to you to be given "in writing" may be given by email to the last email address notified to the Landlord by the Tenant for such purposes;
- 2.2 where appropriate the singular includes the plural and vice versa, and one gender includes each and all genders;
- 2.3 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.4 an obligation not to do or not to fail to do something includes an obligation not to allow or permit the doing of it or failure to do it; a reference to an act or failure to act by you or your Guarantor includes any act or failure to act by a person having your or your Guarantor's express or implied authority, any authorised occupier of the Premises and/or your, your Guarantor's or their respective employees, licensees and contractors;
- 2.5 our rights under this Lease may also be used by those authorised by us (with plant and equipment where appropriate and where appropriate includes the right to place scaffolding and ladders upon the exterior of the Premises) and only after giving you at least seven days' prior notice (except in an

	emergency where no notice shall be required); as little disturbance as reasonably practicable shall be caused, and all damage caused shall be remedied promptly on condition that you have taken all reasonable precautions to protect your property;		Premises together with any other property. Any such Outgoings which you pay for would then not be included in the Service Charge Rent.
2.6	words and expressions defined in the Particulars and in the Lease have the same meanings where used in these General Terms;	4.3	Service Charge Rent You must pay the Service Charge Rent in accordance with schedule 2.
2.7	references in these General Terms to a covenant agreement restriction obligation or stipulation contained or referred to in the Lease includes the covenants agreements restrictions obligations or stipulations contained in these General Terms (subject to any variations set forth in the Lease); and	4.4	Insurance Rent
2.8	any right to enter the Premises conferred upon us by these General Terms shall be exercisable also by our employees, agents and workpeople and any others authorised by us.	4.4.1	You must pay (within twenty Business Days of demand) a Fair Proportion of:
3.	TERM AND RENT	4.4.1.1	the sums we pay to comply with terms 5.2.1.1 and 5.2.1.2;
3.1	The Main Rent shall be payable by equal monthly payments in advance on the first day of each month in every year without deduction or any set-off. The first payment shall be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of month in which the Rent Commencement Date falls.	4.4.1.2	the sums we pay to insure all plant, machinery, apparatus and vehicles at the Market or used in providing the Services;
3.2	If required by us, you will pay the Main Rent and sums due under term 4.3 and term 4.4 by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which we notify in writing to you.	4.4.1.3	the proper cost of valuations of the Market and/or the Premises for insurance purposes not more than once in any two-year period; and
		4.4.1.4	any excess.
		4.4.2	You must pay (within twenty Business Days of demand):
		4.4.2.1	the whole of the sums we pay for insuring the Rents for the Risk Period; and
		4.4.2.2	an amount equal to the amount which the insurers refuse to pay, following damage or destruction by an Insured Risk to any part of the Market, because of your act or failure to act.
		4.4.3	You must not do or allow on the Premises anything which may cause our insurance to be vitiated or which causes any premium to be increased.
	YOUR OBLIGATIONS		
	You agree and promise to us during the Term:	4.5	Supplies
4.1	Main Rent You must pay the Main Rent (plus any VAT thereon, if applicable) immediately it is due.	4.5.1	You must pay for all Supplies which are payable in respect of the Premises in-arsens within ten Business Days of demand.
4.2	Outgoings	4.5.2	You must observe all regulations and requirements of the relevant supply authorities, including for the avoidance of doubt, paying any taxes chargeable in respect of such Supplies.
4.2.1	You must pay all Outgoings charged on the Premises except:	4.6	Comply with Acts
4.2.1.1	tax other than VAT on the Main Rent payable; and	4.6.1	You must at your own expense do everything required under any Act on or in respect of the Premises and their use.
4.2.1.2	any tax arising from our dealings with our own interests.	4.6.2	You must not do anything (or fail to do something) (including for the avoidance of doubt
4.2.2	You must pay a fair and reasonable proportion of any Outgoings which are payable in respect of the		

the provisions of the Licensing Act 2003) affecting the Premises or the business carried out from the Premises the effect of which could make us liable to pay any penalty, damages, compensation, costs or charges and you must promptly tell us about any defect in the Premises which may make us liable under any Act or under the Lease or these General Terms.

4.6.3 In relation to licensing, you shall:

- a) comply with all conditions and restrictions attached to or referred within any Premises Licence including any financial or monetary requirements imposed or deriving from the Premises Licence;
- b) not apply for any amendment, variation, surrender or in other way alter or add to the extent of any Premises Licence nor to apply for any further Premises Licence ("Licence Application") without the consent of us (such consent to be in our absolute discretion) and you acknowledge that as a condition of us giving consent we may determine whether the Licence Application be made by you or us. Where such application is not made by us, you shall keep us regularly updated and informed of progress of the Licence Application and such application shall be at the cost of you and you shall not agree any condition relating to the Licence Application without our approval (which shall be in our absolute discretion); and
- c) where the Licence Application is made by us, we shall keep you regularly updated and informed of progress of the Licence Application and shall not agree any condition to which any licence may be granted without first consulting you as to the suitability of such condition.

4.7 — Repair and decoration

- 4.7.1 You must keep the Premises in good and substantial repair and condition and good working order and replace where beyond economic repair any of our fixtures, fittings, plant, or equipment.
- 4.7.2 You must promptly replace at your own cost any damaged glazing at the Premises with glass of the same quality and thickness.
- 4.7.3 Damage by any Insured Risk is excluded from the obligations under term 4.7.1 except to the extent that payment of the insurance moneys is refused because of anything you do or fail to do.

4.7.4 As and when necessary to keep the Premises in good decorative order and condition you must decorate the Premises.

4.7.5 If at any time we decide it necessary to clean, maintain, decorate and/or repair the shop front then we may do so and you will reimburse us the cost for doing so (including any VAT on such costs).

4.8 Allow entry

You must allow us on reasonable notice to enter and inspect the Premises. If we tell you that we require you to take some action to ensure you comply with your obligations and you fail to do so within a reasonable time, we may enter the Premises and take that action ourselves. You must repay, as a debt on demand, all the costs (plus VAT thereon, if applicable) we incur in so doing. Our rights under term 6.2 will be unaffected.

4.9 Alterations

4.9.1 Not to make any alterations or additions to the Premises and not to affix any machinery or addition to the walls or roof thereof.

4.9.2 Not to alter the route of any Conducting Media at the Premises.

4.9.3 If a breach of terms 4.9.1 or 4.9.2 occurs we may (without obligation) at your expense remove unauthorised works.

4.10 Signs and advertisements

4.10.1 You must not display any signs (illuminated or not) or advertisements on the Premises or from within the Premises without our prior written consent to be given at our absolute discretion.

4.10.2 You must maintain either the visibility of the shop interior from the shop-front or a window display in keeping with best retailing practice and keep the Premises adequately lit during the Opening Hours.

4.11 Directory Board

On our request you must provide us with a trading notice, in keeping with the style of existing trading notices on appropriate Market directory boards, which we will place on the appropriate Market directory board on your behalf.

4.12 User

4.12.1 You must not use the Premises other than for the Permitted Use.

- 4.12.2 You must not use the Premises for any industrial or manufacturing process; any dangerous or noisy activity; the sale of pornographic material; any activity which, in our reasonable opinion, is obscene, immoral or indecent; any illegal activity; residential purposes; a betting office; an amusement arcade or in connection with gaming; the sale of alcohol for consumption on or off the Premises; public entertainment; or for any sale by auction.
- 4.12.3 You must not:
- 4.12.3.1 put in the Premises any machinery (except that normally used for the Permitted Use) or any petrol or other explosive or specially flammable substance;
- 4.12.3.2 cause any nuisance or damage to us or the other tenants or occupiers of the Market;
- 4.12.3.3 do anything which may invalidate any insurance or make any additional premium payable for the insurance of the Premises or the Market;
- 4.12.3.4 overload any structural parts of the Market or the Conducting Media; or
- 4.12.3.5 interfere with our wi-fi system at the Market.
- 4.12.4 You must comply with all regulations contained in the Retailers' Handbook and with the terms of the Code of Practice.
- 4.12.5 You must keep the Premises open during the Opening Hours for your trade or business at the Premises.
- 4.12.6 You must keep the Premises fully stocked and prepared for carrying on your trade or business.
- 4.12.7 For every day (or part of thereof) during which you are in breach of term 4.12.5 you must pay us a sum equal to one day's Rent (plus VAT thereon, if applicable), such sum to be paid within two Business Days of us requesting it to be paid.
- 4.12.8 You shall use the Footfall Devices and display them in such positions in the Premises as reasonably specified by us and we shall provide you with regular reports in respect of the data received from the Footfall Devices.
- 4.12.9 You shall use the Equipment and shall at all times accept debit and credit card, as well as cash, as methods of payment, without charge or penalty.
- 4.13 **Prohibition on all alienation**
- 4.13.1 You must not assign, underlet, charge, hold on trust, part with, or share the possession or occupation of the Premises in whole or in part.
- 4.13.2 No payment to us or receipt and banking by us of any sum due under the General Terms or the Lease by any party other than you shall be taken to imply any consent by us or waiver of our rights in relation to any alienation of the Lease by you.
- 4.14 **Display of notices for disposal**
- You must allow us during the two months before the End Date to place on the Premises (but not obstructing the shop window display) a notice for their disposal, and allow us at reasonable times in the day to view the Premises with or without third parties at our choice.
- 4.15 **Tell us of notices**
- You must tell us promptly of any notice or claim affecting the Premises.
- 4.16 **Reimburse fees we incur**
- You must reimburse (when asked for in writing) all costs (plus VAT thereon, if applicable) we incur in connection with:
- 4.16.1 any breach of your obligations or promises in this Lease, including the preparation and service of a notice under section 146 of the Law of Property Act 1925; and
- 4.16.2 the preparation and service of a schedule of dilapidations which is served at least six months before or at any time after the End Date. Our rights will not be waived or reduced in respect of any outstanding repairs or any of your other obligations under the General Terms occurring after service of the schedule but before the End Date.
- 4.17 **Planning Acts and Rates**
- 4.17.1 You must comply with the requirements of the Planning Acts and of all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.
- 4.17.2 You must not apply for or implement any Planning Permission except where any approval or consent to the development and/or change of use in question required under any other provisions in the General Terms has been given.
- 4.17.3 You must pay us an amount equal to the relief or exemption that we lose if, after the end of the term, we lose rating relief (or any similar relief or exemption) because it has been allowed to you.
- 4.17.4 You must not make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list.

- 4.18 Encroachment and easements**
- You must not allow any easement or encroachment to be made or acquired over or against the Premises. You must immediately let us know if you become aware of any easement or encroachment having been made or acquired over or against the Premises or of any attempt to do so.
- 4.19 Insure third party risks**
- You must keep insured in a sufficient sum with a reputable insurance office third party and property owners' liability risks of the Premises.
- 4.20 Indemnify**
- You must indemnify us from all losses, actions, claims, demands, costs, damages and expenses in respect of any personal injury or death or damage to any property or any infringement of any right or otherwise arising in respect of:
- 4.20.1 the Premises or their use;
- 4.20.2 the terms of this Lease and any breach of your obligations under this Lease;
- 4.20.3 the Equipment or its use; and
- 4.20.4 the Footfall Devices or its use.
- 4.21 Pay costs**
- You must pay our costs (including legal and surveyor's charges) and disbursements in connection with any application by you for consent under this Lease whether such application is withdrawn or consent is granted or lawfully refused.
- 4.22 Interest on overdue payments**
- 4.22.1 You must pay Interest on the Main Rent and on all other sums not paid.
- 4.22.2 If we do not demand or accept any rent or other money due or tendered under the Lease because we reasonably believe that you are in breach of any of your obligations in the General Terms, then, when that amount is accepted by us, you must pay Interest on that amount.
- 4.23 VAT**
- You must pay:
- 4.23.1 upon production of a valid VAT invoice addressed to you, VAT on any consideration in respect of a VAT Supply to you by us; and
- 4.23.2 a Fair Proportion of the VAT (together with interest penalties and costs where these are incurred because of anything you do or fail to do) charged in respect of any VAT Supply to us in respect of the Premises or the Market where such VAT is not recovered by us from HM Revenue & Customs.
- 4.24 Management: Common Parts**
- 4.24.1 You must not load or unload vehicles except on the service roads and service areas of the Market.
- 4.24.2 You must not park vehicles except in any areas expressly authorised and during the periods expressly authorised.
- 4.24.3 You must not obstruct the Common Parts in any way or place any goods or rubbish on them.
- 4.24.4 You must not use the Common Parts outside the Opening Hours and other than for the purposes designated under either part 1 of schedule 1 or paragraph 9.4 of part 2 of schedule 1.
- 4.25 Superior interest**
- You must not breach any of the tenant obligations (excluding payment of rents or other sums) relating to the Market in any superior lease or any obligations affecting the freehold interest in the Market.
- 4.26 Turnover information**
- You must supply to us on a monthly basis (or such other period as we determine) details of daily gross turnover by means of any link (whether email, computer, telephone or any otherwise provided by us) or by any other method reasonably required by us to enable us to monitor sales and other information at the Market. We must keep these details confidential but may disclose them to our professional team, potential investors and potential purchasers from time to time.
- 4.27 EPC information**
- You must permit us to have access to all documentation, data and information in your possession or control that is reasonably required for us to:
- 4.27.1 prepare an EPC for the Market; and
- 4.27.2 comply with any duty imposed upon us under the EPB Regulations.
- 4.28 Returning the Premises at the End Date**
- 4.28.1 At the End Date you must give back the Premises (having removed all your trade fixtures and fixtures

and any alterations carried out by you to the Premises and made good all damage caused in that removal) in the required state of repair, condition and working order.

4.28.2 At the End Date you must remove from the Premises all chattels belonging to or used by it.

4.28.3 You irrevocably appoint us to be your agent to store or dispose of any chattels or items you have fixed to the Premises and which have been left by you on the Premises for more than 10 working days after the End Date. We shall not be liable to you by reason of that storage or disposal. You shall indemnify us in respect of any claim made by a third party in relation to that storage or disposal.

4.29 Method of Payment

You shall at all times use the Equipment and shall at all times accept debit and credit cards (without charge or penalty) as well as cash as methods of payment for the sale of goods at the Premises.

4.30 Confidentiality

You will not, directly or indirectly, disclose details of this Lease to any third party or otherwise make any comment (in any form) to the press, the media or any social networking site regarding any member of the Group, any property or site in which the Group has an interest and/or any of the Group's or its affiliate's respective employees, consultants, advisers, agents, directors, tenants, former tenants or partners. For the avoidance of doubt, the provisions of this clause will not prevent you from advertising/promoting yourself as a trader at the Premises for so long as this Lease is in effect.

4.31 Marketing and Communications

4.31.1 You will interact and engage to our reasonable satisfaction with the Camden Market brand.

4.31.2 You will engage with to our reasonable satisfaction with our social media platforms using "@camdenmarketidn" and/or any other Camden Market campaign handle.

4.31.3 You will participate to our reasonable satisfaction in any Market wide marketing event.

4.31.4 You must inform us and keep us up to date with any marketing initiatives you are undertaking.

4.32 LABS Collect

If the Permitted Use permits the sale of food and/or beverages from the Premises and if required by us, you will enter into a LABS Collect Agreement in such form as is standard in the Market and as we (acting reasonably) require you to enter into by

signing and delivering to us a duly executed copy of such LABS Collect Agreement.

5. OUR OBLIGATIONS

We agree and promise to you during the Term:

5.1 Quiet enjoyment

You shall peaceably hold and enjoy the Premises during the Term without any interruption by us or any person lawfully claiming under or in trust for us except as permitted by this Lease.

5.2 Insurance

5.2.1 We must insure (with a reputable insurance company):

5.2.1.1 the Market against the Insured Risks in its full reinstatement value (including all professional fees and incidental expenses);

5.2.1.2 against property owner's and employer's liabilities relating to the Market; and

5.2.1.3 the Main Rent for the Risk Period,

subject to all excesses, limitations and exclusions the insurers impose and otherwise on the insurance company's usual terms.

5.2.2 We must in relation to such insurance:

5.2.2.1 tell you promptly of all material variations;

5.2.2.2 procure that your interest in the Premises is noted either specifically or generally on the policy; and

5.2.2.3 upon your written request provide you with a summary of its main terms.

5.2.3 When lawful, we must use any insurance monies received (other than for loss of the Main Rent) for reinstating so far as practicable the Market (excluding your fixtures and fittings) following destruction or damage by an Insured Risk. If those monies are insufficient we will make good the shortfall except:

5.2.3.1 insurance excesses; and

5.2.3.2 to the extent the shortfall occurs or the payment of any policy monies is refused because of your act or failure to act.

5.2.4 We must use reasonable endeavours to obtain any consents necessary for the reinstatement of the Market ("Consents") following destruction or damage by an Insured Risk. If we are unable to obtain any or all of the Consents, our obligation to reinstate under term 5.2.3 shall not apply.

5.3 Services

We shall provide shall provide the Services in a manner which we reasonably consider appropriate.

appointed over or in relation to your or your Guarantor's property or you or your Guarantor are the subject of a bankruptcy petition, or become bankrupt, or have an interim order made against you or your Guarantor under part VIII of the 1986 Act; and

6. AGREEMENTS

It is agreed that:

6.2.2.6 any event comparable to any listed in term 6.2.2.3, 6.2.2.4 or 6.2.2.5 in any jurisdiction (whether it be England and Wales, or elsewhere).

6.1 In term 6.2 the reference to "company" shall include any UK registered company (as defined in section 1158 of the Companies Act 2006), and to the extent applicable any overseas company as defined in section 1044 of the Companies Act 2006, and any unregistered company (to include any association) and any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to article 3 of the EC Regulation on Insolvency Proceedings 2000.

6.2.3 Neither the existence nor the exercise of our right under term 6.2.1 will affect any other right or remedy available to us against you or your Guarantor.

6.3 Cesser of rent

6.2 Proviso for re entry

6.3.1 If the Market or any part of it is destroyed or damaged by any Insured Risk so that the Premises are unfit for occupation and use or inaccessible then except to the extent that our insurance has been vitiated or payment of any policy monies refused because of anything you do or fail to do the Main Rent and the Service Charge Rent or a Fair Proportion of either of them will cease to be payable until the earliest of:

6.2.1 If any event listed in term 6.2.2 occurs we may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately terminate. In term 6.2.2 reference to the "1986 Act" means the Insolvency Act 1986, and to "you", where you are more than one person or company, shall be any one of you.

6.3.1.1 the date that the Premises are again fit for occupation and use and accessible and ready to receive your fitting out works;

6.2.2 The events referred to in term 6.2.1 are as follows:

6.3.1.2 the expiry of the Risk Period; or

6.2.2.1 any of the Rents are unpaid for 21 days after becoming due (in the case of the Main Rent whether formally demanded or not);

6.3.1.3 the End Date.

6.2.2.2 you or your Guarantor do not comply with any obligation under this Lease;

6.3.2 If term 6.3.1 applies before the Rent Commencement Date, the Rent Commencement Date shall be postponed for the same number of days between the date of damage or destruction and the date the rent cesser ends.

6.2.2.3 any Law of Property Act 1925, administrative, court appointed or other receiver or similar officer is appointed over the whole or any part of your or your Guarantor's assets, or you or your Guarantor enter into any arrangement of any nature with your or your Guarantor's (as applicable) creditors;

6.3.3 If term 6.3.1 applies a due proportion of any Main Rent paid in advance shall be refunded to you.

6.2.2.4 you or your Guarantor (if a company) enter into liquidation within the meaning of section 247 of the 1986 Act or a petition for winding-up is presented against you or your Guarantor which is not dismissed or withdrawn or a meeting of your Guarantor's creditors or any of them under part I of the 1986 Act is summoned or a moratorium in respect of you or your Guarantor comes into force under section 1(A) and schedule A1 of the 1986 Act or an administrator is appointed to you or your Guarantor;

6.3.4 Our obligation under term 5.2.3 will not apply unless and until you have paid the amount referred to in term 4.4.2.2.

6.2.2.5 you or your Guarantor (if an individual) have a receiving order made against you or your Guarantor (as applicable) or an interim receiver is

6.3.5 If the Premises are damaged by an Insured Risk such that they are unfit for occupation and use or if the Premises are inaccessible in either case as a result of damage by an Insured Risk and for a period of more than one month then either of us may immediately end this Lease by telling the other. Term 6.3.6 will apply.

6.3.6 Ending of this Lease under term 6.3.5 will not affect either of our rights for any prior breach of an obligation. Vacant possession of the Premises must be given and we shall be entitled to retain all insurance monies.

- 6.4 **No acquisition of easements**
- Section 62 of the Law of Property Act 1925 will not apply to this Lease. Also:
- 6.4.1 you have no rights (except those we give you in this Lease) which would restrict us from building or carrying out works to the Market or any adjoining or neighbouring land whether or not owned by us; and
- 6.4.2 the flow of light and air to the Premises is and shall be enjoyed with our consent.
- 6.5 **Service of notices**
- Notices are validly served if served in accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or:
- 6.5.1 in your case, if left addressed to you on the Premises, or sent to you by post, or left at your last known address in Great Britain, or sent by email to the last email address notified to us by you for such purposes; and
- 6.5.2 in your Guarantor's case, if hand delivered or sent by first class post or recorded post to your Guarantor at their last known address in Great Britain (or such other address as your Guarantor may have notified to us in writing).
- 6.6 **Superior landlord's and mortgagees consent**
- Any consent we give is conditional on the consent (where required) of any superior landlords or mortgagees being obtained. We will apply for such consent at your cost.
- 6.7 **Guarantor to enter into supplemental documents**
- You will procure that your Guarantor (if any) enters into, executes and delivers to us any deed or document which is supplemental to this Lease and which is entered into before your Guarantor is released by virtue of the Landlord and Tenant (Covenants) Act 1995.
- 6.8 **Replacement Guarantor**
- 6.8.1 In this term a "Guarantor Replacement Event" is the death of your Guarantor (if any) or the occurrence of any of the events in term 6.2.2 in relation to your Guarantor (if any).
- 6.8.2 If at any time during the Term a Guarantor Replacement Event occurs, you must immediately notify us of this.
- 6.8.3 At any time after a Guarantor Replacement Event has occurred (whether or not you have notified us under term 6.8.2), we may serve written notice on you requiring you to procure a replacement guarantor and within one month of the date of such notice you will procure that a person of acceptable standing to us enters into, executes and delivers to us a replacement guarantee and indemnity in the same form as the guarantee and indemnity given by your Guarantor (if any).
7. **GUARANTEE**
- 7.1 **Guarantee**
- 7.1.1 In consideration of the grant of this Lease to you, your Guarantor (if any) irrevocably and unconditionally guarantees to us that you shall, until the end of the Term or, if earlier, until you are released pursuant to the Landlord and Tenant (Covenants) Act 1995, duly and punctually pay the Rents and other sums due under this Lease and shall observe and perform the tenant covenants of this Lease.
- 7.1.2 Your Guarantor (if any) covenants with us that in any case of default by you, your Guarantor (if any) will pay the Rents and comply with the obligations referred to in term 7.1.1.
- 7.1.3 Your Guarantor's (if any) liability under this Lease is as principal debtor and not merely as surety.
- 7.2 **Your Guarantor to take a new lease**
- 7.2.1 In this term a "Relevant Event" is:
- 7.2.1.1 the surrender of this Lease by you acting by a liquidator, trustee in bankruptcy, administrator, receiver or receiver and manager or any other similar officer appointed to you or over you or in relation to any of your assets or undertaking;
- 7.2.1.2 the disclaimer of this Lease or of your liabilities under it;
- 7.2.1.3 the forfeiture of this Lease; or
- 7.2.1.4 you (being a company) ceasing to exist (whether or not capable of being reconstituted or reinstated).
- 7.2.2 Your Guarantor (if any) agrees that if a Relevant Event occurs, it shall, if required by us within 12 months of us receiving notice of the Relevant Event, take a new lease of the Premises from us.
- 7.2.3 The new lease shall:
- 7.2.3.1 be for a term expiring on the date when this Lease would have expired by effluxion of time had there been no Relevant Event;

- 7.2.3.2 be at the same Rents in this Lease payable (or which would be payable but for any suspension of rent pursuant to this Lease) from and including the date of the Relevant Event;
- 7.2.3.3 provide for the first instalment of the Main Rent (and any VAT payable on it) to be paid to us on the date that the new lease completes and to be a proportionate amount for the period from and including the date of the Relevant Event until the last day of the month in which the new lease completes;
- 7.2.3.4 be excluded from sections 24–28 of the Landlord and Tenant Act 1954;
- 7.2.3.5 otherwise be on the same covenants and conditions as this Lease; and
- 7.2.3.6 take effect from the date of the Relevant Event.
- 7.2.4 The new lease will take effect subject to this Lease, if and to the extent that it is still subsisting, and subject to any underlease or other interest created, permitted or suffered by you under this Lease at the time of the Relevant Event.
- 7.2.5 Your Guarantor (if any) shall pay our costs and expenses (on an indemnity basis) and a sum equal to all VAT on them which may be payable by us in connection with the grant of the new lease.
- 7.2.6 Your Guarantor (if any) shall execute and deliver a counterpart of the new lease to us within one month of us having required your Guarantor (if any) under term 7.2.2 to take the new lease.
- 7.3 **No discharge of Guarantor**

Without prejudice to section 18 of the Landlord and Tenant (Covenants) Act 1995, your Guarantor's (if any) liability will remain in full force and effect and will not be avoided, released, discharged or reduced nor will our rights be prejudiced or affected in any circumstances.

7.4 Supplemental documents

As and when called upon to do so by either us or you, your Guarantor (if any) shall enter into any document which is supplemental to this Lease (by deed if required) for the purpose of consenting to you entering into such supplemental document and confirming that, subject only to section 18 of the Landlord and Tenant (Covenants) Act 1995, all the obligations of your Guarantor (if any) will remain in full force and effect in respect of this Lease and will extend and apply to the Lease as varied by that supplemental document.

7.5 Scope of this guarantee

- 7.5.1 Each of the provisions of this term 7 is separate and severable from the others, and if at any time one or more such provisions is or becomes illegal, invalid or unenforceable (either wholly or to any extent), the legality, validity or enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired.
- 7.5.2 Our rights under any provision of this term 7 are without prejudice to our rights under any other provision of it and the obligations of your Guarantor (if any) under any provision of this term 7 are without prejudice to its obligations under any other provision of it or under any other security.
- 7.5.3 The provisions of this term 7 will enure for our benefit and the benefit of our successors in title without any need for express assignment.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

9. WORKS TO ADJOINING PROPERTY

Nothing in or resulting from this Lease shall prevent us or others we may authorise from being able to deal as we decide with the Market and/or any neighbouring or nearby land, whether or not owned by us, including constructing and/or demolishing, altering or redeveloping any building on it notwithstanding any interference to the Premises including (without limitation) to the flow of light and air to them. We must give you details of the works to be carried out by us and will take such steps as we think reasonable, having regard to your suggestions in relation to limiting such interference to reduce any interference to the Premises by noise, dust, vibration or otherwise and all actual damage to the Premises is to be made good. You agree not to object to any such works that are carried out in accordance with this term 9 and to allow them to continue without interference.

10. BREAK OPTIONS

10.1 Your option to break

If the pre-conditions listed below in term 10.1.1 are satisfied you may determine this Lease any time after Your Earliest Termination Date provided that you have given us not less than one month's written notice. This Lease will then determine on expiry of that written notice (which we shall call "Your Termination Date") but without prejudice to any rights which either you or we may have for any antecedent breach of the

- obligations under this Lease or any failure by you to return the Premises to us on Your Termination Date with vacant possession.
- 10.1.1 The pre-conditions referred to in term 10.1 are that:
 - 10.1.1.1 you have fully paid the Main Rent and any VAT which may be payable on it, the Service Charge Rent and the Insurance Rent; and
 - 10.1.1.2 you have fully complied with your repair obligations under term 4.7 of this Lease.
- 10.1.2 By serving written notice on you, we may at any time before Your Termination Date waive any of the pre-conditions listed in term 10.1.1.
- 10.2 **Our option to break**
 - 10.2.1 Notwithstanding and in addition to the provisions of General Term 10.2.2, where you are in breach of any of your obligations relating to Premises Licence or any Licence Application we may in our absolute discretion give notice to you of any breach and giving you five working days to remedy the breach. Where such breach is not remedied (in the opinion of us) you shall pay to us the costs of remedying such breach and/or we may terminate this Lease by giving no less than two weeks prior written notice and on such termination date, you shall give us vacant possession of the whole of the Premises.
 - 10.2.2 Without prejudice to our right of termination pursuant to General Term 10.2.1, we may determine this Lease any time after Our Earliest Termination Date provided that we have given you not less than one months' written notice. This Lease will then determine on expiry of that written notice (which we shall call "Our Termination Date") but without prejudice to any rights which either you or we may have for any antecedent breach of the obligations under this Lease.

- 2. **Support**
Support for the Premises from the Market.
- 3. **Escape**
Emergency escape through any fire escape routes from time to time within the Market.
- 4. **Servicing**
During the usual servicing hours for the Market and subject to term 4.24 and any regulations contained in the Retailers' Handbook to use those parts of the Common Parts designated by us from time to time for you, your customers and other visitors to the Premises:
 - 4.1 to obtain access with or without vehicles and go to and from the Premises (through Camden Lock Place, Middle Yard and West Yard only) and to use that part of the service area next to the service entrance of the Premises for loading and unloading and otherwise servicing the Premises; and
 - 4.2 to pass with or without trolleys only over the service corridors and between the service area specified in paragraph 4.1 above and the Premises.
- 5. **Common Parts**
Subject to term 4.24, to use those parts of the Common Parts designated by us from time to time during the Opening Hours for access to and egress from the Premises.
- 6. **Directory board**
Subject to term 4.11, to exhibit your trading name on any appropriate Market directory board.

Part 2: Reservations

10.2.3 On Our Termination Date, you will give us vacant possession of the whole of the Premises. The following rights are reserved to us and all those authorised by us:

SCHEDULE 1:

Part 1: Rights granted

The following rights are granted to you in common with other occupiers of the Market but subject to our rights:

- 1. **Running of Services**
The passage of Supplies from and to the Premises through Conducting Media currently serving the Premises.
- 2. **Running of Services**
The passage and running of Supplies (which, for the purposes of this schedule only includes steam, air, soil, telephone, heating, telecommunications, data communications and similar) from and to the remainder of the Market through all Conducting Media (if any and whether existing now or not) within the Premises.

3. Entry in respect of Services etc
To inspect, clean, maintain, replace, renew or repair any existing or to install new Conducting Media within the Premises but serving the Market, and to enter the Premises for those purposes where replacement or repair cannot otherwise be achieved or for the purposes of reviewing or measuring the Environmental Performance of the Premises including the installation of metering equipment within or relating to the Premises.

4. Entry to build
To enter the Premises (avoiding your peak trading periods unless in an emergency) to build on or into any boundary or party walls on the Premises.

5. Entry for management purposes
If the relevant work cannot be reasonably carried out without such entry, to enter on the Premises to inspect, repair, alter, decorate, rebuild or carry out other works upon the Market, or to carry out any Services or for any other reasonable management purpose.

6. Entry to the Premises
To enter the Premises for the purposes set out in this Lease.

7. Roofs
To use all roofs and external walls (other than shop-fronts below the upper level of the shop fascia) of the Premises to install, maintain and renew any illumination, signs or other forms of display, or other fixtures or fittings.

~~**8. Superior interests**
All rights out of the freehold and any superior leasehold interest in the Market.~~

9. Common Parts
9.1 In emergency or when works are being carried out to them, to close off or divert any of the Common Parts subject to alternative facilities no less convenient being provided.
9.2 To stop up, vary, reduce the extent of or divert any Common Parts subject to a no less convenient alternative being available.
9.3 To build upon, alter, add to or redevelop the Market and any neighbouring or nearby land as specified in term 9 as we consider fit and the right in connection with such works to undermine, underpin and shore up the Premises.

9.4 From time to time to designate areas within the Common Parts for particular purposes such as (without limitation) service areas, car parks, service roads and footpaths.

10. Scaffolding
Any scaffolding erected on the exterior of the Premises in exercise of our rights under this Lease:

10.1 will be removed as soon as reasonably possible with any damage caused to the exterior of the Premises being made good by us at our cost as soon as reasonably practicable;

10.2 will cause as little obstruction as is reasonably practicable to the entrance to the Premises.

11. Canal
The right for the waters of the Regents Canal to erode seep through flow over and flood the Premises with water from the Canal without liability to pay any compensation whatsoever for any nuisance damage loss inconvenience or annoyance thereby caused whether directly or indirectly.

SCHEDULE 2: SERVICE CHARGE

1. In this schedule 2:
"Fair and Reasonable Proportion" means a proportion calculated primarily by reference to the proportion of the floor area of the Premises when compared with the total lettable floor area of the Market as a whole subject to such variation as we think is reasonable taking into account the nature of the expenditure and the value to you as compared to other occupiers.

"Service Charge" means the costs and expenses incurred by us in the provision of the Services as listed in paragraph 8 of this schedule 2.

"Service Charge Year" means the year commencing on 1 May each year and expiring on 30 April the following year (or such other yearly period as we shall decide).

2. You must pay a Fair and Reasonable Proportion of the Service Charge such proportion to be determined by us. Our decision shall be final and binding (save as to manifest error).

3. The Service Charge for each Service Charge Year shall be estimated by us (as to which our decision shall be final) prior to or as soon as practicable after the start of each Service Charge Year and you must pay Fair and Reasonable Proportion of the estimated Service Charge by equal instalments

- paid in advance each month on the first day of the month.
4. As soon as practicable after the end of the Service Charge Year we will give you a final account of the Service Charge payable by you for that year together with a calculation of all estimated payments made by you during that Service Charge Year. You will then be liable to pay the amount (if any) by which the actual Service Charge payable by you exceeds the estimated Service Charge paid by you. If the estimated Service Charge paid by you exceeds the actual Service Charge payable by you, the excess will be credited by us against your liability for future Service Charge.
 5. For the Service Charge Year current at the date of this Lease, your obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, calculated on a daily basis for the period from the date of this Lease to the end of the Service Charge Year. The estimated Service Charge for which you are liable shall be paid in equal instalments in advance on the first day of each month during the period from the date of this Lease until the end of the Service Charge Year. You will also pay an apportioned amount (calculated on a daily basis) for the remainder of the month during which this Lease is completed.
 6. If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, we will be entitled to include it in the estimate and final account of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.
 7. The certificate of our auditor as to any amount due to us or to be credited to you shall be binding on us both save in the case of manifest error.
 8. You shall contribute to the following costs, expenses, outgoings and matters incurred by us:
 - 8.1 expenses incurred in keeping all buildings, erections, roadways, yards and wharves on the Market in good repair (except internal non-structural repairs to other lettable units) and the expenses incurred in keeping such part of the bed and banks of the canal basin as form part of the Market watertight and including keeping in good repair the basin walls and coping;
 - 8.2 any rates (including water rates) taxes and outgoings (if any) payable in respect of any part of the Market other than the Premises and other lettable units;
 - 8.3 all other expenses (if any) in relation to the Market reasonably incurred by us in and about:
 - 8.3.1 the maintenance and cleaning of buildings yards and service installations;
 - 8.3.2 the maintenance and care of gardens;
 - 8.3.3 the removal and/or recycling of refuse;
 - 8.3.4 the promotion and advertising (including Market signage) of the Market;
 - 8.3.5 the erection of trading notices on any appropriate Market directory board and the maintenance, care and cleaning of any and all appropriate Market directory boards; and
 - 8.3.6 all other reasonable expenses incurred by us in and about the proper and convenient management and running of the Market;
 - 8.4 such annual amount as we reasonably consider should be made for the depreciation and future replacement of any of the boilers, pumps, plant, air conditioning and heating systems lifts, fire alarms, intruder alarms, CCTV and other security systems, Information Communication systems, customer flow and monitoring systems and any management software and any of our other fixtures and fittings in any buildings erections roadways yards and wharves on the Market;
 - 8.5 such sums as we reasonably consider desirable to set aside from time to time for the purpose of providing for recurring items of repair maintenance and decoration under any of the previous paragraphs;
 - 8.6 the fees and disbursements paid to any auditor of the Service Charge and our administrative and office costs incurred in relation to the Service Charge;
 - 8.7 complying with the recommendations and requirements of the insurers of the Market insofar as those recommendations and requirements relate to the Common Parts;
 - 8.8 complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all service installations machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts;
 - 8.9 expenses incurred in complying with all rights covenants and restrictions affecting the Premises including the matters referred to in the registers of the title numbers under which the Market is registered and the performance of our obligations or otherwise providing services under any

- documents referred to in such title numbers and any superior lease;
- 8.10 the proper costs, fees and disbursements of:
- 8.10.1 managing agents employed by us for the carrying out and provision of the Services or, where or to the extent managing agents are not employed, a management fee for the same;
- 8.10.2 accountants employed by us to prepare and audit the service charge accounts;
- 8.10.3 contractors including (without limitation) those appointed/employed to provide security and/or cleaning services; and
- 8.10.4 any bank charges including the interest payable on any loan taken out by us in order to provide these Services;
- 8.10.5 any VAT payable by us on the Service Charge except to the extent that we are able to recover such VAT; and
- 8.10.6 the cost of providing such other services and providing such other works acts and amenities as we may from time to time consider appropriate or desirable for the general benefit of occupiers of the Market.
9. We shall not be liable for:
- 9.1 any interruption in, or disruption to, the provision of any of the Services:
- 9.1.1 for any reason that is outside our reasonable control;
- 9.1.2 while you are in arrears with payment of the Main Rent or other sums due under this Lease;
- 9.1.3 during the proper inspection, maintenance, repair or replacement of any relevant service media or equipment;
- 9.1.4 resulting from a shortage of fuel, water, materials or labour;
- 9.1.5 resulting from a breakdown of any equipment used in connection with the provision of the Services; or
- 9.1.6 resulting from any act or omission of any of our employees, contractors or agents.
- 9.2 We shall not be liable for any injury, loss or damage suffered by you as a result of any absence or insufficiency of any of the Services or of any breakdown or defect in any service media, except where due to our negligence.
10. We will keep proper books of account showing the Service Charge and the contributions received from other occupiers on the Market.
11. Any monies paid to us under this schedule 2 shall be kept as a separate fund in a separate account. Any interest on, or income of, the said fund shall (after deduction of tax) be added to the fund. The fund shall be held by us in trust for the occupiers from time to time of the Market and shall only be applied in accordance with this schedule 2.
12. We are entitled to employ contractors to carry out any of our obligations under this Lease.

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

DATED

18th April 2019

2019

(1) TRIANGLE UPPER LIMITED

- and -

(2) [REDACTED]

LEASE

of

premises known as Parts of the Ground, Lower
ground, Sub Basement and Mezzanine floors of
The Triangle Building at Stables Market,
London NW1

PARTICULARS

Landlord : **TRIANGLE UPPER LIMITED** (incorporated in the British Virgin Islands with company number: 458428) whose registered office is at Craigmuir Chambers, PO Box 71, Road Town, Tortola, VG 1110, British Virgin Islands c/o First Floor, 7 Esplanade, St Helier, Jersey, JE2 3QA ("we")

Tenant : [REDACTED] (company number: [REDACTED]) whose registered office is at [REDACTED] ("you")

Premises : Parts of the Ground, Lower ground, Sub Basement and Mezzanine floors of The Triangle Building of the Market, as more particularly described in the General Terms

Rights : The rights set out in part 1 of schedule 1 to the General Terms

Reservations : The reservations set out in part 2 of schedule 1 to the General Terms

Term : A term of commencing on ^{31 January 2019} the date of this Lease and expiring on 31 January 2022 CB

Permitted Use : Restaurant with ancillary bar and dancing or such other use within Classes A1, A3, D1 or D2 of the Town and Country Planning (Use Classes) Order 1987 under the trading name of [REDACTED]

Opening Hours : Such hours as are stated within the Premises Licence

Main Rent : [REDACTED] per annum exclusive of VAT

Turnover Rent : The rent ascertained in accordance with Appendix 1

Specified Percentage : [REDACTED]

Uninsured Risk : any of the risks expressly specified in the definition of the Insured Risks which:

(a) is not insured because insurance is not available or is not available in the London Insurance Market at reasonable commercial rates and/or on reasonable commercial conditions; or

(b) is not insured or fully insured by reason of some special limitation excess or exclusion which may be imposed by the Landlord's insurer;

such that the full cost of reinstatement and rebuilding (save for any normal excess) is not recoverable by the Landlord under its insurance policy(ies) Provided That a risk shall not be an

Uninsured Risk by reason only of:

(i) normal policy exclusion provisions in relation to a level of policy excess; or

(ii) rejection by the insurer of liability or some part of it due to vitiation by the Tenant, or

(iii) infringement by the Landlord of policy conditions for the maintenance of cover.

Rent Commencement Date

: ~~The date of this Lease~~

8th January 2019

02

General Terms

: The General Terms (New Edition) appended to this Lease

Previous Leases

: the leases:

a) dated 2 March 2018 of the Premises between (1) Triangle Upper Limited and (2) Gilgamesh Limited;

b) dated 27 October 2010 of the Premises within Stables Market, Chalk Farm Road, London, NW1 8AH between (1) the Landlord and (2) [REDACTED] Limited and any documents ancillary to it; and

any other rights of occupation of the Premises granted between (1) the Landlord and/or a group company of the Landlord and (2) the Tenant, [REDACTED] and/or a group company of the Tenant or [REDACTED]

Superior Lease

: the lease dated 14 August 2008 and made between (1) Camden Market Estate Holdings Limited and (2) Triangle Upper Limited

Your Earliest Termination Date

: 31 January 2020

Our Earliest Termination Date

: 31 January 2020

1. OPERATIVE PROVISIONS

We lease to you the Premises with full title guarantee together with the Rights, subject to the Reservations, for the Term, subject to the General Terms and to you paying the Rents.

2. INCORPORATION OF THE PARTICULARS

2.1 This Lease incorporates the Particulars set out at the front of this Lease.

2.2 Words and expressions which appear in the first column of the Particulars shall in this Lease have the meaning shown opposite them in the second column of the Particulars.

3. **INCORPORATION OF TERMS**

- 3.1 This Lease incorporates the General Terms and the Appendices except where they are inconsistent with the specific terms set out in this Lease.
- 3.2 Words and expressions defined in the General Terms and the Appendices have the same meanings where used in this Lease.
- 3.3 Each of the Landlord and the Tenant covenant with the other to perform and observe their respective obligations under the General Terms (including their respective obligations in the schedules to the General Terms) and the Appendices.

4. **EXCLUSION OF SECURITY OF TENURE**

- 4.1 We both confirm that before the date of this Lease:
- 4.1.1 a notice complying with schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by us on you; and
- 4.1.2 a statutory declaration complying with paragraph 8 of schedule 2 to that Order was made by you or a person duly authorised by you to make the statutory declaration on your behalf.
- 4.2 We both agree and declare that the provisions of sections 24–28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to the tenancy created by this deed.
- 4.3 We both confirm that there is no agreement for lease which gives effect to this Lease.

5. **OPTION TO BREAK**

- 5.1 You shall be entitled to break this Lease in accordance with term 10.1 (*Your option to break*) of the General Terms provided that the reference to "one months' written notice" shall be deleted and replaced with the words "three months' written notice".
- 5.2 In addition to our right to break this Lease in accordance with term 10.2.1 we shall be entitled to break this Lease in accordance with term 10.2.2 (*Our option to break*) of the General Terms provided that the reference to "one months' written notice" shall be deleted and replaced with the words "three months' written notice".

6. **VARIATIONS TO THE GENERAL TERMS**

The General Terms are varied as follows:

- 6.1 **Rents:**
- 6.1.1 In addition to the Main Rent, Service Charge Rent and Insurance Rent you covenant to pay the Turnover Rent in accordance with Appendix 1 and you shall comply with the terms of Appendix 1.
- 6.1.2 General Term 3.1 shall be deleted.
- 6.1.3 The Main Rent shall be payable by the following monthly payments in advance on the first day of each month in every year without deduction or any set off:

- 6.1.3.1 on 1 January: [REDACTED];
- 6.1.3.2 on 1 February: [REDACTED]
- 6.1.3.3 on 1 March: [REDACTED]
- 6.1.3.4 on 1 April: [REDACTED]
- 6.1.3.5 on 1 May: [REDACTED]
- 6.1.3.6 on 1 June: [REDACTED]
- 6.1.3.7 on 1 July; [REDACTED]
- 6.1.3.8 on 1 August; [REDACTED]
- 6.1.3.9 on 1 September: [REDACTED]
- 6.1.3.10 on 1 October: [REDACTED]
- 6.1.3.11 on 1 November: [REDACTED] and
- 6.1.3.12 on 1 December: [REDACTED]

(all exclusive of VAT). The first payment shall be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of month in which the Rent Commencement Date falls.

6.2 Outgoings:

You will pay all existing and future rates, taxes, charges, assessments and outgoings in respect of the Premises which for the avoidance of doubt includes business rates for the premises (whether assessed or imposed on the owner or the occupier), but which excludes any tax (other than VAT) arising as a result of the receipt by us of the rents reserved by this Lease and any tax arising on any dealing by us with our reversion to this Lease. In the event that the Premises are separately rated then you must pay all business rates directly to the relevant authority.

6.3 Security Arrangements:

6.3.1 In this clause the following words shall have the following meanings:

6.3.1.1 "DPS" means the Designated Premises Supervisor under the terms of the Premises Licence;

6.3.1.2 "SIA" means the Security Industry Authority; and

6.3.1.3 "SLA" means a service level agreement to be entered into between you and us (or a member of the Group) pursuant to clause 6.3.4 below.

6.3.2 You agree and promise to us during the Term that the Landlord (or a member of the Group) may (at the Landlord's discretion and your cost) provide all of your security needs at the Premises in addition to those security services we provide to

the Market in accordance with Schedule 2 of the General Terms provided that we must notify you of our intention to do so in the first instance within 3 months of the start of the Term and thereafter not less than 1 month before the expiry of any SLA agreed in accordance with clause 6.3.4 below.

6.3.3 Any security contractor provided by us in accordance with clause 6.3.2 shall be:

6.3.3.1 an approved SIA registered security contractor for the provision of the security required to operate the Premises Licence;

6.3.3.2 under the control of the Premises management team, the Premises Licence holder and the DPS; and

6.3.3.3 provided at the discretion of the Landlord.

6.3.4 Either the Landlord, a member of the Group or a security contractor of the Landlord or the Group shall agree a SLA in respect of any services to be provided in accordance with clause 6.3.2 containing the following terms:

6.3.4.1 invoices for the security services will be rendered monthly (or as agreed between the parties);

6.3.4.2 a competitive rate for guards on a per hour basis (as agreed between the parties); and

6.3.4.3 the minimum shift requirement of the contractor.

6.4 **Repair and decoration:**

In General Term 4.7.3 the words "or an Uninsured Risk" shall be inserted after the words "Insured Risk".

6.5 **Cesser of Rent:**

In General Term 6.3.5 the words "or an Uninsured Risk" shall be inserted after the words "Insured Risk" wherever those words appear.

6.6 **Returning the Premises at the End Date**

In term 4.28.1 of the General Terms the words "*during the term or any alterations carried out by the Tenant or any other group company of the Tenant whether during or prior to the term of the Previous Leases*" shall be inserted after "*any alterations carried out by you*".

6.7 **Licensing**

The following additional clauses shall be added to term 4.6.3 of the General Terms:

"(d) At your cost to apply for and use all your reasonable endeavours to obtain a renewal of all necessary licences for the Premises;

(e) Not to allow the Premises Licence to lapse, or to be revoked or suspended nor without our previous consent in writing to transfer surrender or attempt to surrender it;

(f) To procure that at all times there is a Designated Premises Supervisor (for the purposes of the Licensing Act 2003) appointed in relation to the Premises who has a current Personal Licence (for the purposes of the Licensing Act 2003) which is not subject to any condition or undertaking or other matter which would be detrimental to the management of the Premises in accordance with this Lease;

(g) To conduct the Premises in an orderly manner so that the Premises Licence is not revoked nor its renewal refused nor its transfer imperilled nor its Premises Licence reviewed whether by application by statutory authorities or local residents or local associations or bodies;

(h) To fulfil and perform any existing undertakings given to or regulations made or conditions imposed by the local licensing authority in respect of the Premises, its Premises Licence or any personal licence of a designated premises supervisor;

(i) Not to give any undertaking relating to the Premises or the Premises Licence which would have any effect on the Market without our written consent and if asked to give any such undertaking to give us immediate notice of the request by registered post provided that you can give any such undertaking relating only to the premises without our consent further provided that you will give us immediate written notice of such undertaking by registered post;

(j) To obtain the prior consent of the local licensing authority for any alterations authorised by us;

(k) To give us notice within five working days by registered post of any written complaint or warning given by the police or office of excise or by or on behalf of the local licensing authority, committee or officer thereof in respect of the conduct of any licensed business at the Premises;

(l) On the termination of the Term whether prematurely or not:

(i) If so requested by us to arrange for the transfer of the residue of all licences held by you or any group company of the Tenant to us or our nominee it being agreed that the Premises Licence, club premises certificate or other premises licence if not so transferred shall be considered as lost or unlawfully withheld by its holder so that the local licensing authority, committee or officer thereof may receive a copy of it under the Licensing Act 2003,

(ii) At your cost to attend when required by us before the local licensing authority, committee or officer thereof and sign or secure the signing of all necessary notices and do all other acts and things which may be requisite at the end of the Term to transfer all licences relating to the demised premises to us or our nominee or which may be necessary to obtain for any succeeding tenant of the Premises a transfer of the Premises Licences or change in the personal licences at the Premises, or other existing licences under the Licensing Act 2003;

(iii) If we reasonably require during the Term, to use all reasonable endeavours to assist us in any license application or appeal relating to the Premises or the Market it requires."

Term 4.12.2 of the General Terms shall be amended by the addition of the word "unreasonably" immediately before "noisy activity" and the deletion of the words "the sale of alcohol for consumption on or off the Premises; public entertainment,"

6.9 Opening Hours

6.9.1 The following additional clauses shall be added to term 4.12.5 of the General Terms:

"4.12.5.1 where prevented from doing so by damage to or the destruction of the Premises and/or required accesses to the Premises; or

4.12.5.2 where closure is required to carry out repairs or alterations; such works are to be carried out expeditiously and such closure to be approved by us in advance (such approval not to be unreasonably withheld or delayed); or

4.12.5.3 where complying with this term 4.12.5 would be a breach of any Act; or

4.12.5.4 where closure is required on a temporary basis (not more than two days in a calendar year) for stock-taking or staff training, such closure to be approved by us in advance (such approval not to be unreasonably withheld or delayed)."

6.9.2 Term 4.24.4 of the General Terms shall be amended by the deletion of the words "outside the Opening Hours and".

6.9.3 Term 5 of Part 1 of Part 1 of Schedule 1 of the General Terms shall be amended to delete the words "during the Opening Hours" after the words "from time to time" and by adding the words "at any time" at the end of the clause.

6.10 Compliance with the Superior Lease

The following additional clause shall be added to Term 5 of the General Terms:

"5.4 We shall promptly pay the rent due under the Superior Lease and perform our duties under the Superior Lease."

6.11 Guarantor

Any reference to Guarantor in the General Terms shall be disregarded.

6.12 Alterations

Term 4.9.1 and 4.9.2 of the General Terms shall be deleted and replaced with the following:

"4.9.1 Not to make any alterations or additions which:

4.9.1.1 affect the structure of the Market (including without limitation the roof and foundation and the principal or load-bearing walls, floors, beams and columns);

4.9.1.2 divide the Premises or merge the Premises with any adjoining premises;

4.9.1.3 affect the external appearance of the Premises;

4.9.1.4 affect the heating, air conditioning or ventilation systems at the Market; or

4.9.1.5 would diminish the lettable floor area of the Premises;

4.9.1.6 would alter the route of any Conducting Media at the Premises.

4.9.2 Not to make any other alterations or additions to the Premises without our written consent (not to be unreasonably withheld or delayed) and provided that you shall provide us with 3 copies of the drawings and specification showing the proposed works as soon as possible."

6.13 Interest on overdue payments

Term 4.22.1 of the General Terms shall be deleted and replaced with the following:

"4.22.1 You must pay:

4.22.1.1 if the Main Rent is not paid on the date it is due, Interest on the Main Rent for the period from the date on which the Main Rent was due to and including the date payment is made.

4.22.1.2 Interest on all other sums not paid for the period from the date on which that sum was due to and including the date payment is made."

6.14 Service of notices

Term 6.5.1 of the General Terms shall be deleted and replaced with the following wording *"in your case, if sent to you at your registered office or sent by email to the last email address notified to us by you for such purposes; and"*

6.15 Service charge

Term 4 of Schedule 2 of the General Terms shall be amended by including the words *"or after the expiry of the Term refunded to you"* at the end of that Term.

APPENDIX 1: TURNOVER RENT

1. Definitions

In this Appendix 1, the following expressions shall have the meanings specified:

"Account Records" means all books memory devices computer tapes computer discs and other documents or records which are or ought in our reasonable opinion be kept by you for the purpose of ascertaining and verifying the Gross Turnover or which are or may in our reasonable opinion be relevant for such purpose including without limitation:

- (a) all cash register tapes including tapes from temporary registers;
- (a) serial numbered sales slips;
- (b) the originals of all mail orders;
- (c) the original records of all telephone orders;
- (d) the original records showing that goods returned by customers were purchased at the Premises by such customers;
- (e) receipts or other records of goods taken out on approval;
- (f) bank statements; and
- (g) all internet order records and records verifying orders made through or received by electronic devices.

"Gross Turnover" means the aggregate of all sums of money or other consideration received or receivable for all goods sold leased hired or otherwise disposed of and for all services sold or performed and from all business of any nature whatever conducted at in from or upon the Premises or any part of the Premises or elsewhere but fulfilled at the Premises by you and without prejudice to the generality of the foregoing shall include all amounts received or receivable:

- (a) from orders which originated or are received or accepted at in or from the Premises notwithstanding that delivery or performance is made at or from any place other than the Premises and notwithstanding that payment is made to a person other than you;
- (b) from orders solicited off the Premises by persons operating from or reporting to the Premises;
- (c) from sales and services which you in the normal and customary course of your operations would or should credit or attribute to your business at in or from the Premises including the value of redeemed gift vouchers;
- (d) by way of delivery postal and insurance charges relating to any transaction; and
- (e) or by way of clearance sales conducted by you online;

PROVIDED THAT:

- (f) every sale on credit terms or on an instalment basis shall be deemed to be a sale for the full cash price at the date when the same is made irrespective of the time or times at which you receive payment;
- (g) every hiring of goods to a customer with an option to purchase shall be deemed to be a sale of the goods for the full cash price at the date when the hiring is made (irrespective of the time or times at which you receives payment) and there shall be excluded from the Gross Turnover any hiring charges in respect of such hiring;
- (h) every deposit by a customer shall be included in the Gross Turnover at the time of receipt and shall only be deducted from the Gross Turnover if and when repaid;
- (i) in calculating the amount of the Gross Turnover no deduction shall be made for:
 - (i) bad or doubtful debts; or
 - (ii) (in the case of transactions paid by credit or debit card) discounts or commissions payable by you;
- (j) the following amounts shall not be included in the Gross Turnover or if included shall be deducted:
 - (i) Value Added Tax purchase tax and any similar sales or excise tax imposed directly on you in respect of the supply of goods or services but only to the extent that such tax is actually paid or accounted for by you to the taxing authority;
 - (ii) discounts reasonably and properly allowed to:
 - (A) employees of you in respect of goods or services supplied to them by you; and
 - (B) any customers using a loyalty or similar scheme operated by us;
 - (iii) the amount of any cash refund or credit given to a customer when goods are returned provided that such cash refund or credit does not exceed the sale price of the goods included in the Gross Turnover;
 - (iv) the sale price of goods returned by customers for exchange provided that:
 - (A) such sale price has been included in the Gross Turnover; and
 - (B) the sale price of the goods given in exchange is included in the Gross Turnover;
 - (v) allowances or refunds made in respect of defective or unsatisfactory goods or services provided that such allowances shall not exceed the sale price of the goods or the charge for the services included in the Gross Turnover;
 - (vi) the value of goods transferred whether by way of exchange or otherwise from the Premises to other premises of yours provided that such transfer is not made for the purpose of consummating a sale which has been made at in or from the Premises nor deprives us of the benefit of a sale which would otherwise have been made at in or from the Premises;

- (vii) the value of goods returned to shippers wholesalers or manufacturers;
 - (viii) receipts from the sale of fixtures and fittings which are not part of your stock nor in the usual course of business; and
 - (ix) the value of any gift voucher of yours purchased from the Premises at a time when they are redeemable save where it is redeemed at the Premises.
- (k) For the purposes of this definition "you" means you and any group company or concessionaire of you.

"Specified Percentage" has the meaning specified in the Particulars.

"Turnover Certificate" means a certificate signed by a director on your behalf certifying the amount of the Gross Turnover during a Turnover Period.

"Turnover Period" means each year from 1 January to 31 December (inclusive) in each year of the Term provided that the first Turnover Period shall be the period from and including the Rent Commencement Date up to and including the last day of the same calendar year and the last Turnover Period shall be the period from and including the first day of the last calendar year of the Term to and including the last day of the Term.

2. Calculation of Turnover Rent

The Turnover Rent shall be a sum equal to the amount (if any) by which the Specified Percentage of the Gross Turnover in each Turnover Period exceeds the Main Rent duly apportioned for that period.

3. Turnover Certificate

(a) Within 30 days after the end of each Turnover Period you shall deliver to us a Turnover Certificate relating to the immediately preceding Turnover Period and you covenant that each Turnover Certificate will state accurately the amount of the Gross Turnover during the Turnover Period to which it relates.

(b) ~~You shall pay the Turnover Rent based on the Turnover Certificate to us by the tenth working day following the date on which the Turnover Certificate is due in accordance with paragraph (a) (each such date being a "Periodic Turnover Rent Payment Date"). If you fail to pay the Turnover Rent by the Periodic Turnover Rent Payment Date, you shall pay Interest on such sum for the period from but excluding the relevant Periodic Turnover Rent Payment Date up to and including the day payment is made.~~

(c) This Lease may require a calculation of or a reference to Turnover Rent for any specified period of less than a Turnover Period and, in each such case, the Turnover Rent shall be an amount equal to the amount (if any) by which the Specified Percentage of Gross Turnover for the relevant period exceeds the Main Rent duly apportioned to that period.

4. Account Records, inspection, audit etc.

(a) You shall maintain the Account Records fully and accurately throughout the Term.

- (b) You shall keep safely on the Premises or in such other place reasonably accessible for inspection as we shall approve (such approval not to be unreasonably withheld or delayed) the Account Records from time to time relating to the then current and immediately preceding Turnover Period and shall make the Account Records relating to such Turnover Periods available for inspection at all reasonable times by an employee or accountant (duly authorised in writing by us to make such inspection) of us.
- (c) We may at our reasonable discretion cause an audit of the Account Records relating to the current Turnover Period or any preceding Turnover Period to be made by a chartered accountant appointed by us.
- (d) If you fail to produce a Turnover Certificate for any Turnover Period in accordance with paragraph 3(a) of this Appendix, you shall:
 - (i) on the Periodic Turnover Rent Payment Date, pay to us on account of the Turnover Rent in respect of the Turnover Period which should have been covered by such Turnover Certificate, an amount equal to the full Turnover Rent payable in respect of the last preceding full Turnover Period; and
 - (ii) pay to us Interest on the sum referred to in paragraph (d)(i) above for the period from the Periodic Turnover Rent Payment Date up to and including the day payment is made.
- (e) We shall not disclose any information obtained from inspection or audit of the Account Records except to such extent as may be necessary:
 - (i) in order to comply with any lawful requirement of any interested authority; or
 - (ii) for the proper conduct of our business; or
 - (iii) to comply with the provisions of this Appendix.
- (f) If it shall appear from any such inspection or audit or from any other circumstance that any further Turnover Rent is payable then such Turnover Rent shall be paid by you within seven days of demand.
- (g) If we so require and upon receipt of reasonable prior notice we shall install and be entitled to retain and maintain within the Premises a terminal and associated electronic equipment through which:
 - (i) you shall communicate details of Gross Turnover and related trading data and transactions for any day, week, month, quarter or year, together with any other information which we may reasonably request and which is transmissible to us by such means; and
 - (ii) we may communicate relevant information to you regarding operational issues.
- (h) The parties acknowledge that in relation to paragraph (g) above they owe each other a duty of good faith and each shall keep the information communicated confidential except in relation to disclosures to their professional advisors, funders, and/or mortgagees or in respect of us in relation to a sale of its reversionary interest in this agreement.

5. Determination of disputes

If any dispute shall arise between us and you as to the amount of the Gross Turnover or the Turnover Rent such dispute shall be determined by an arbitrator appointed by us and you or (in the absence of agreement at any time about his appointment) to be nominated by the President for the time being of The Institute of Chartered Accountants in England and Wales and the arbitration shall be conducted in accordance with the Arbitration Act 1996.

Executed as a deed by **TRIANGLE UPPER**)
LIMITED a company incorporated in the British)
Virgin Islands by)
and) being persons)
who, in accordance with the laws of that territory,)
are acting under the authority of the company:

Authorised signatory

Signature in the name of the *Triangle Upper*
company *Limited*

Authorised signatory

Signature in the name of the *Triangle Upper*
company *Limited*

Executed as a deed by [REDACTED])
[REDACTED] by a director in the presence of a)
witness:



Witness signature

Witness name
(block capitals)

Witness address



GENERAL TERMS
(New Edition)

Applicable only to lettable units

These are the General Terms applicable to lettable units in the Market.

IT IS AGREED:

1. DEFINITIONS

In this Lease:

"Act" means any act of Parliament and any delegated law made under an act or any code of practice;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are usually open for business in England and Wales;

"Common Parts" means any part of the Market which does not form part of a lettable unit or any facility or feature in it, which is either available for use by you in common with others and/or used by us in connection with the Services or by customers of or visitors to the Market;

"Code of Practice" means the Code of Practice for Markets of Boot Fairs created under the Real Deal Campaign for fake free markets issued by us to you and other occupiers at the Market;

"Conducting Media" means any medium for the transmission of Supplies;

"End Date" means the last day of the Term (however this arises);

"Environmental Performance" means the efficiency of the:

- (a) consumption of energy;
- (b) consumption or use of water;
- (c) waste generation and management; and
- (d) consumption or other resources.

involved in the development, use and/or operation of the Premises, measured by the extent to which the climatic or environmental impacts of such development use and/or operation are minimised or ameliorated;

"EPB Regulations" means the Energy Performance of Buildings (Certificate and Inspections) (England and Wales) Regulations 2007;

"EPC" means an energy performance certificate and recommendation report (as defined in the EPB Regulations);

"Equipment" means the equipment provided to you under the commercial equipment agreement entered into between the Landlord (or another company within the Group) and the Tenant on or about the date of this Lease;

"Fair Proportion" means a proportion determined by us from time to time as fair and reasonable;

"Footfall Devices" means the two devices provided by us to you in order to count the number of people entering the Premises in order to produce analytical data;

"Group" means the Landlord together with its direct or indirect subsidiary and parent undertakings (including any parent's subsidiary undertakings) from time to time;

"Insurance Rent" means the sums payable by you under term 4.4;

"Insured Risks" means such of the risks of fire (including lightning), explosion, storm, flood, subsidence, landslip, heave, earthquake, burst pipes, impact and (in peacetime) aircraft and any articles dropped from aircraft, riot, civil commotion and malicious damage for which cover at the time the insurance is taken out is generally available on normal commercial terms, and any other risks against which we from time to time reasonably insure, except in all cases for limitations and exclusions imposed by the insurers;

"Interest" means interest at the Interest Rate (both before and after judgment) calculated on a daily basis from the date the payment was due until the date on which payment is made, such interest to be compounded monthly on the first day of each month;

"Interest Rate" means three per cent per annum above Lloyds Bank plc base rate for the time being in force;

"LABS Collect Agreement" means an agreement between LABS Worldwide Limited and you relating to an online food click and collect platform.

"this Lease" means this deed and any document supplemental to it;

"Licence Application" has the meaning given in General Term 4.6.3(b))

"Market" means market shown edged blue on Plan 3 subject to (except in relation to any rights granted by this Lease) the addition or reduction (as appropriate) of any land which we tell you forms part of the Market;

"Outgoings" means all existing and future rates, taxes, assessments, duties, charges, financial impositions and outgoings payable in respect of the Premises;

"Planning Acts" means every Act for the time being in force relating to the use, development and occupation of land and buildings;

"Planning Permission" means any permission, consent or approval given under the Planning Acts;

"Plans" means any of the plans contained in this Lease;

"Premises" means the premises described in the Particulars (and each and every part of them) shown edged red on the Plans 1(a), 1(b), 1(c) and 1(d) within the building known as the Triangle Building shown shaded red on Plan 2 forming part of the Market including:

- (a) all plaster and all internal surfacing materials and finishes on the structural walls, floors (but nothing below them) and ceilings (but nothing above them) of the Premises and on the other structural parts of the Market within or bounding the Premises;
- (b) the shop-front, fascia and all doors, windows and door and window frames of the Premises;
- (c) our plant, fixtures and fittings;
- (d) the plaster and the internal surfacing and finishes on any non-structural walls separating the Premises from any Common Parts;
- (e) ~~one half covered vertically of any non-structural walls separating the Premises from any adjoining premises;~~
- (f) ~~the entirety of any non-structural walls wholly within the Premises; and~~
- (g) all Conducting Media within and exclusively serving the Premises,

but excluding all load-bearing and exterior walls, the floors and ceilings of the Premises; all structural parts of the Market (other than any included above); and our fire alarm and sprinkler system (if any) up to the point of connection with your fire alarm and sprinkler installation;

"Premises Licence" means any licence issued or to be issued under the Licensing Act 2003 in relation to the Premises or any temporary events notice applicable to the Premises;

"Rents" means the Main Rent, the Service Charge Rent and the Insurance Rent;

"Retailers' Handbook" means the retailers' handbook issued by us to you and other occupiers at the Market and as updated by us from time to time;

"Risk Period" means one year;

"Services" means the matters listed in paragraph 8 of schedule 2;

"Service Charge Rent" means the sums payable by you under term 4.3 and schedule 2;

"Supplies" means water, gas, electricity and waste and drainage;

"Term" means the period of this Lease specified in the Particulars;

"VAT" means value added tax or any similar tax from time to time replacing it or performing a similar function; and

"VAT Supply" has the meaning which "supply" has for the purpose of the Value Added Tax Act 1994.

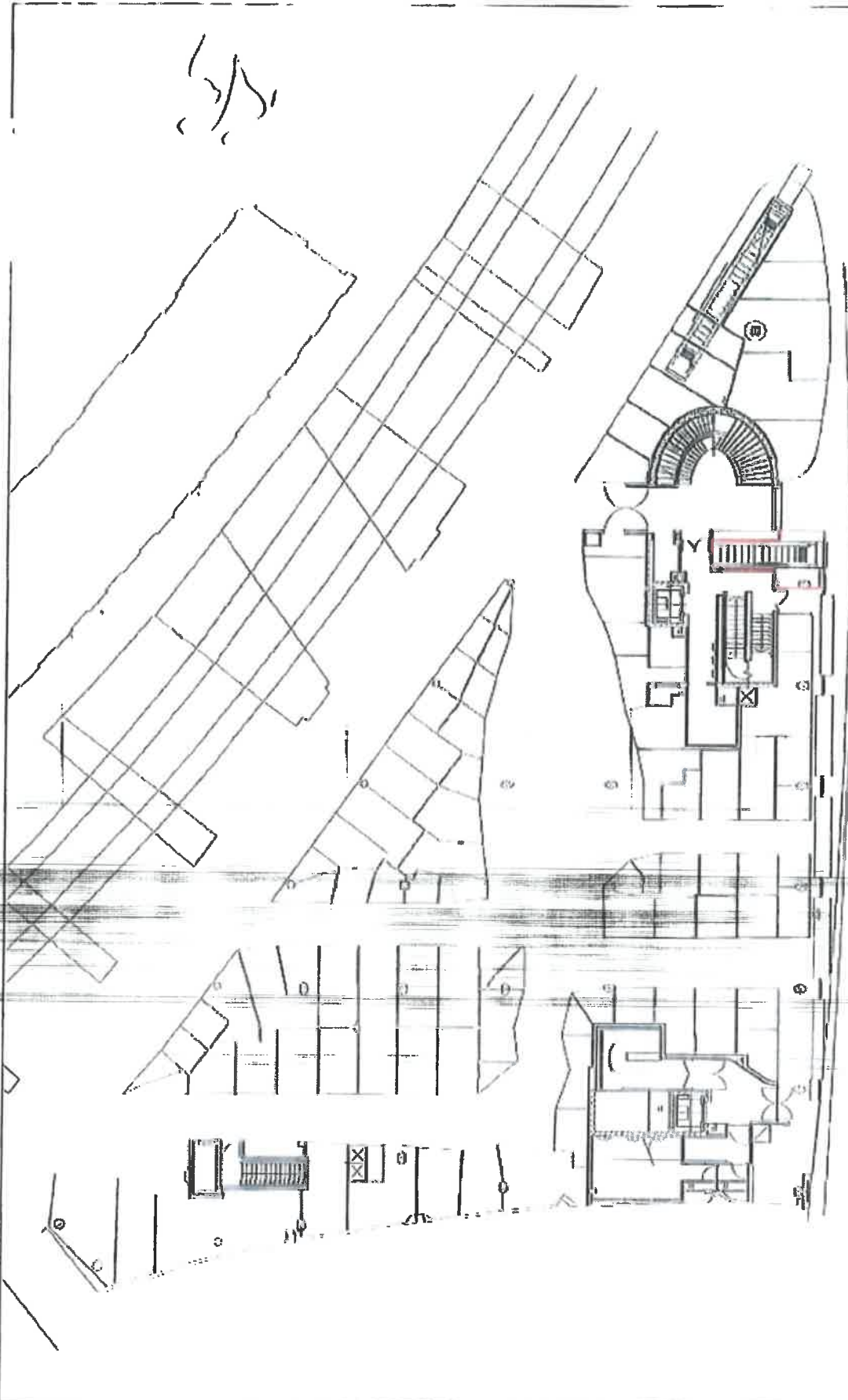
2. INTERPRETATION

In these General Terms:

- 2.1 "tell" means notify in writing and any notification from us to you to be given "in writing" may be given by email to the last email address notified to the Landlord by the Tenant for such purposes;
- 2.2 where appropriate, the singular includes the plural and vice versa, and one gender includes each and all genders;
- 2.3 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.4 an obligation not to do or not to fail to do something includes an obligation not to allow or permit the doing of it or failure to do it; a reference to an act or failure to act by you or your Guarantor includes any act or failure to act by a person having your or your Guarantor's express or implied authority, any authorised occupier of the Premises and/or your, your Guarantor's or their respective employees, licensees and contractors;
- 2.5 our rights under this Lease may also be used by those authorised by us (with plant and equipment where appropriate and where appropriate includes the right to place scaffolding and ladders upon the exterior of the Premises) and only after giving you at least seven days' prior notice (except in an

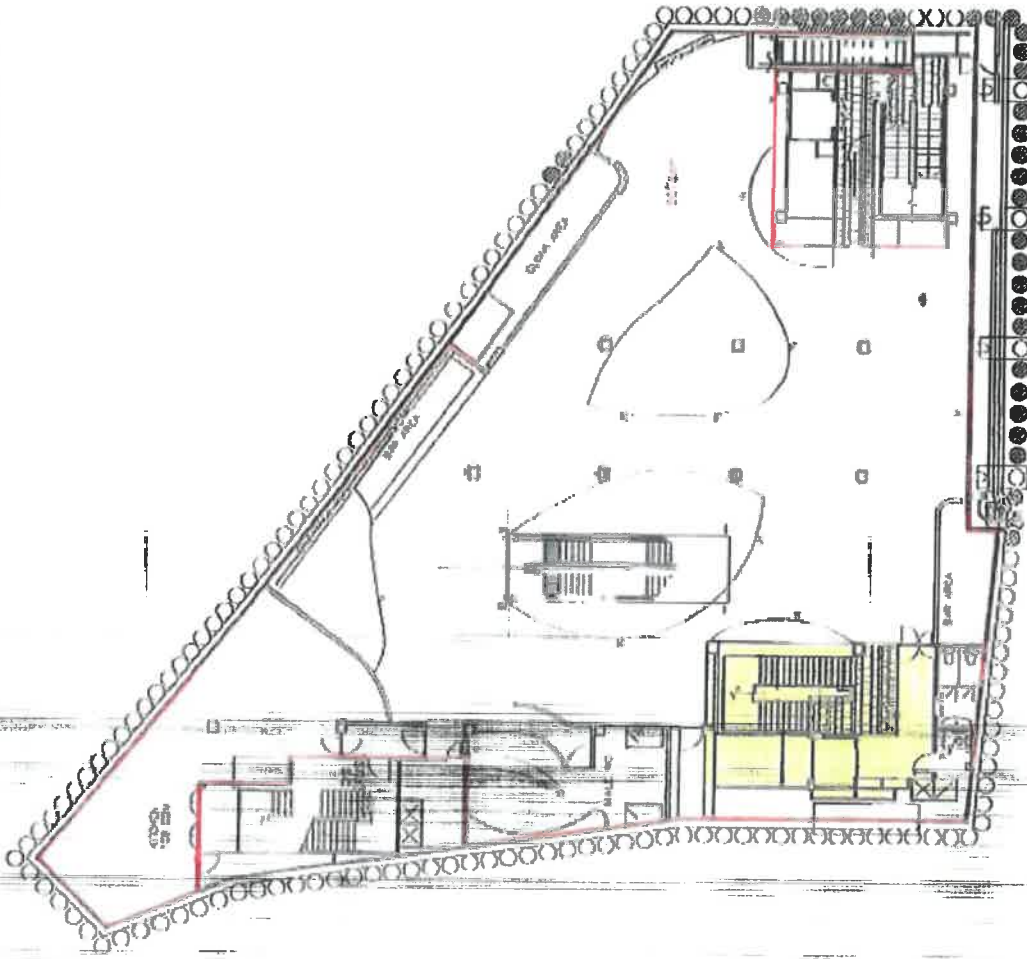
PLAN 1A

GROUND LEVEL
Shaka Zulu Plan
Scale @ A4 - 1:300



PLAN 1B

Handwritten initials or signature in the top right corner of the drawing area.

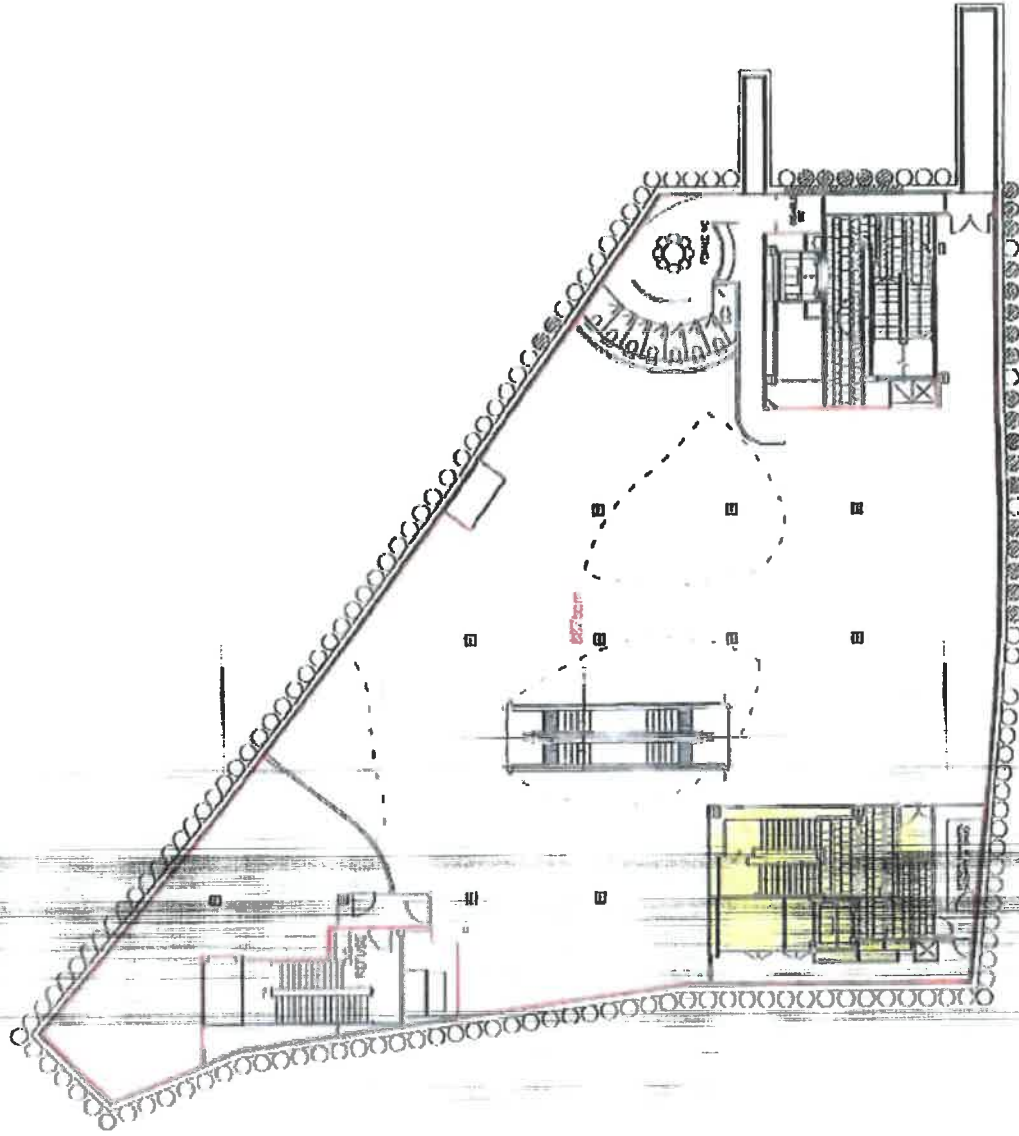


-1 LEVEL
Shaka Zulu Plan
Scale @ A4 - 1:300



PLAN 1C

4/3



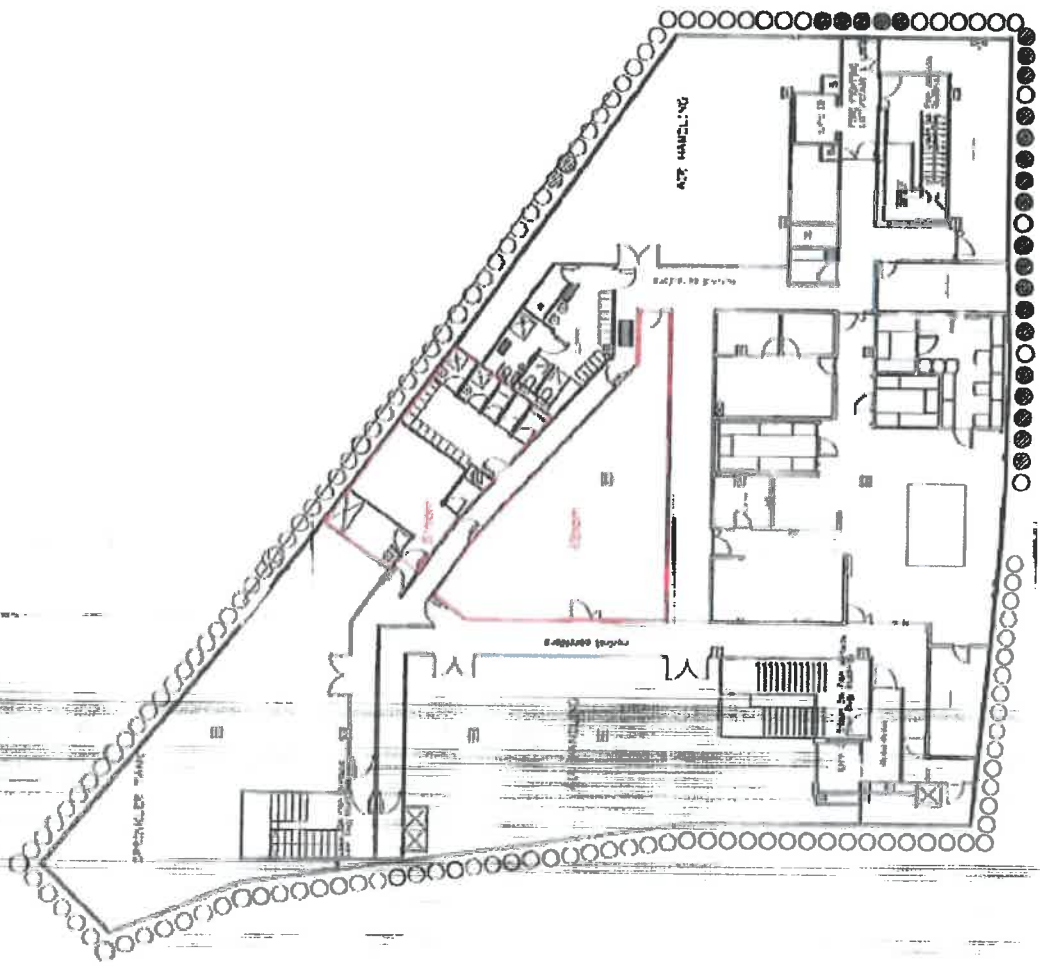
-2 LEVEL
Shaka Zulu Plan
Scale @ A4 - 1:300



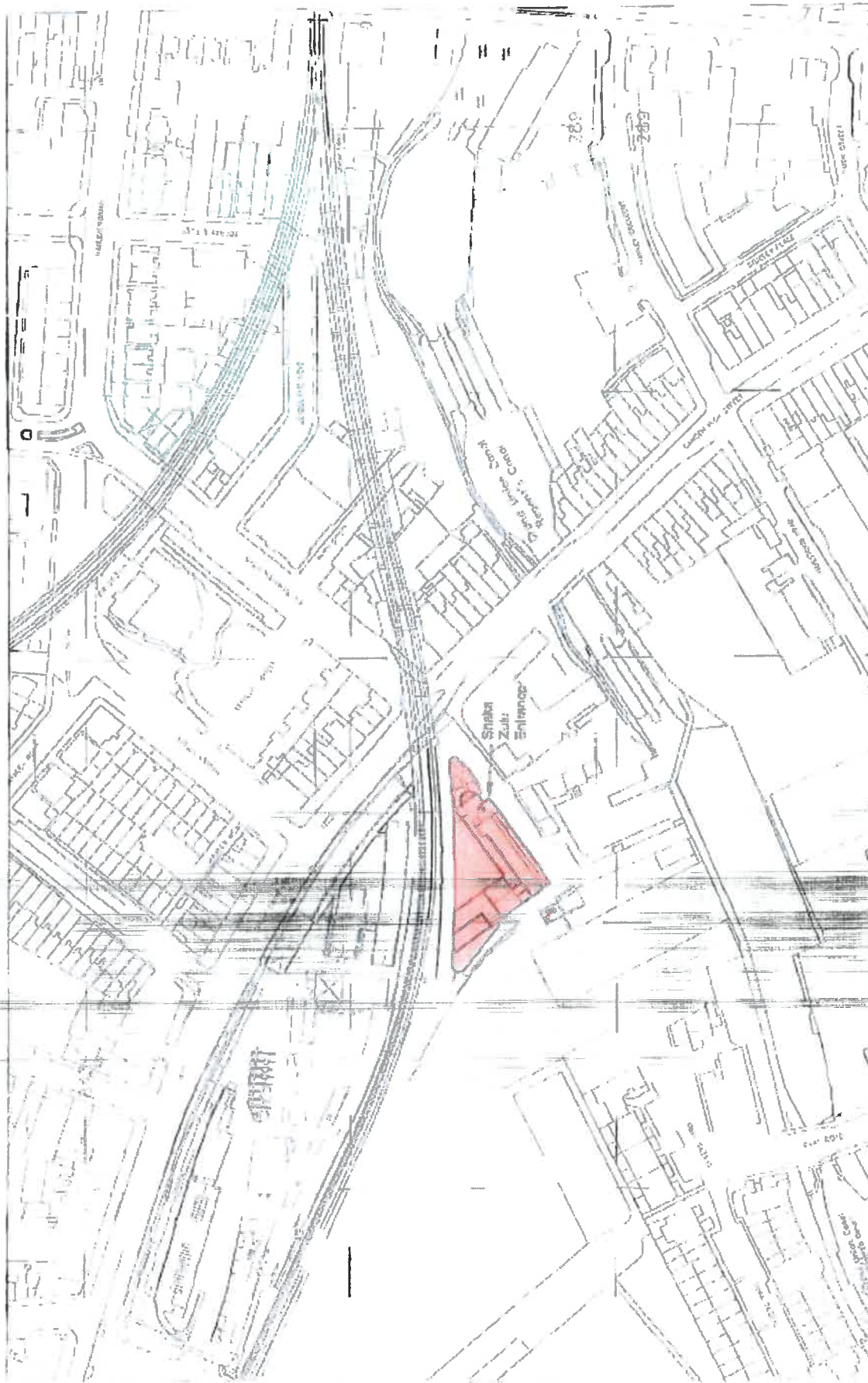
PLAN 1D

Handwritten scribbles in the top left corner of the drawing area.

-3 LEVEL
Shaka Zulu Plan
Scale @ A4 - 1:300



PLAN 2



OS Map
Shaka Zulu Location Plan
Scale @ A3 - 1:1250



A handwritten signature or initials, possibly 'R.H.', located in the bottom right corner of the page.

PLAN 3

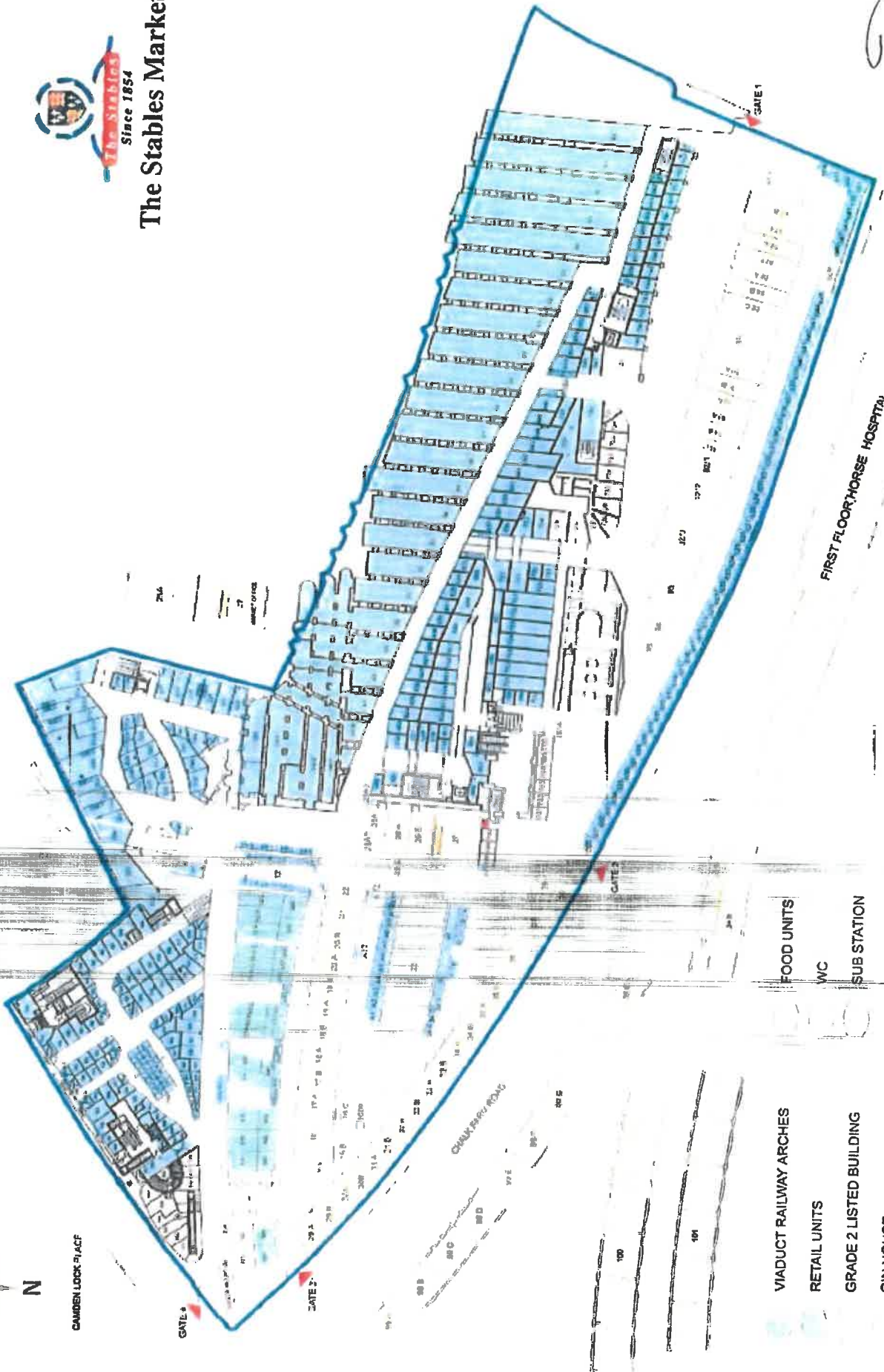


The Stables Market

Handwritten initials



CARDEN LOCK FACT



- VIADUCT RAILWAY ARCHES
- RETAIL UNITS
- GRADE 2 LISTED BUILDING
- GIN HOUSE
- FOOD UNITS
- WC
- SUB STATION

FIRST FLOOR HORSE HOSPITAL

- emergency where no notice shall be required); as little disturbance as reasonably practicable shall be caused, and all damage caused shall be remedied promptly on condition that you have taken all reasonable precautions to protect your property;
- 2.6 words and expressions defined in the Particulars and in the Lease have the same meanings where used in these General Terms;
- 2.7 references in these General Terms to a covenant agreement restriction obligation or stipulation contained or referred to in the Lease includes the covenants agreements restrictions obligations or stipulations contained in these General Terms (subject to any variations set forth in the Lease); and
- 2.8 any right to enter the Premises conferred upon us by these General Terms shall be exercisable also by our employees, agents and workpeople and any others authorised by us.
- 3. TERM AND RENT**
- 3.1 The Main Rent shall be payable by equal monthly payments in advance on the first day of each month in every year without deduction or any set-off. The first payment shall be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of month in which the Rent Commencement Date falls.
- 3.2 If required by us, you will pay the Main Rent and sums due under term 4.3 and term 4.4 by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which we notify in writing to you.
- 4. YOUR OBLIGATIONS**
- You agree and promise to us during the Term:
- 4.1 **Main Rent**
- You must pay the Main Rent (plus any VAT thereon, if applicable) immediately it is due.
- 4.2 **Outgoings**
- 4.2.1 You must pay all Outgoings charged on the Premises except:
- 4.2.1.1 tax other than VAT on the Main Rent payable; and
- 4.2.1.2 any tax arising from our dealings with our own interests.
- 4.2.2 You must pay a fair and reasonable proportion of any Outgoings which are payable in respect of the Premises together with any other property. Any such Outgoings which you pay for would then not be included in the Service Charge Rent.
- 4.3 **Service Charge Rent**
- You must pay the Service Charge Rent in accordance with schedule 2.
- 4.4 **Insurance Rent**
- 4.4.1 You must pay (within twenty Business Days of demand) a Fair Proportion of:
- 4.4.1.1 the sums we pay to comply with terms 5.2.1.1 and 5.2.1.2;
- 4.4.1.2 the sums we pay to insure all plant, machinery, apparatus and vehicles at the Market or used in providing the Services;
- 4.4.1.3 the proper cost of valuations of the Market and/or the Premises for insurance purposes not more than once in any two-year period; and
- 4.4.1.4 any excess.
- 4.4.2 You must pay (within twenty Business Days of demand):
- 4.4.2.1 the whole of the sums we pay for insuring the Rents for the Risk Period; and
- 4.4.2.2 an amount equal to the amount which the insurers refuse to pay, following damage or destruction by an Insured Risk to any part of the Market, because of your act or failure to act.
- 4.4.3 You must not do or allow on the Premises anything which may cause our insurance to be vitiated or which causes any premium to be increased.
- 4.5 **Supplies**
- 4.5.1 You must pay for all Supplies which are payable in respect of the Premises in arrears within ten Business Days of demand.
- 4.5.2 You must observe all regulations and requirements of the relevant supply authorities, including for the avoidance of doubt, paying any taxes chargeable in respect of such Supplies.
- 4.6 **Comply with Acts**
- 4.6.1 You must at your own expense do everything required under any Act on or in respect of the Premises and their use.
- 4.6.2 You must not do anything (or fail to do something) (including for the avoidance of doubt

the provisions of the Licensing Act 2003) affecting the Premises or the business carried out from the Premises the effect of which could make us liable to pay any penalty, damages, compensation, costs or charges and you must promptly tell us about any defect in the Premises which may make us liable under any Act or under the Lease or these General Terms.

4.6.3 In relation to licensing, you shall:

- a) comply with all conditions and restrictions attached to or referred within any Premises Licence including any financial or monetary requirements imposed or deriving from the Premises Licence;
- b) not apply for any amendment, variation, surrender or in other way alter or add to the extent of any Premises Licence nor to apply for any further Premises Licence ("Licence Application") without the consent of us (such consent to be in our absolute discretion) and you acknowledge that as a condition of us giving consent we may determine whether the Licence Application be made by you or us. Where such application is not made by us, you shall keep us regularly updated and informed of progress of the Licence Application and such application shall be at the cost of you and you shall not agree any condition relating to the Licence Application without our approval (which shall be in our absolute discretion); and
- c) where the Licence Application is made by us, we shall keep you regularly updated and informed of progress of the Licence Application and shall not agree any condition to which any licence may be granted without first consulting you as to the suitability of such condition.

4.7 ~~Repair and decoration~~

- 4.7.1 You must keep the Premises in good and substantial repair and condition and good working order and replace where beyond economic repair any of our fixtures, fittings, plant, or equipment.
- 4.7.2 You must promptly replace at your own cost any damaged glazing at the Premises with glass of the same quality and thickness.
- 4.7.3 Damage by any Insured Risk is excluded from the obligations under term 4.7.1 except to the extent that payment of the insurance moneys is refused because of anything you do or fail to do.

4.7.4 As and when necessary to keep the Premises in good decorative order and condition you must decorate the Premises.

4.7.5 If at any time we decide it necessary to clean, maintain, decorate and/or repair the shop front then we may do so and you will reimburse us the cost for doing so (including any VAT on such costs).

4.8 Allow entry

You must allow us on reasonable notice to enter and inspect the Premises. If we tell you that we require you to take some action to ensure you comply with your obligations and you fail to do so within a reasonable time, we may enter the Premises and take that action ourselves. You must repay, as a debt on demand, all the costs (plus VAT thereon, if applicable) we incur in so doing. Our rights under term 6.2 will be unaffected.

4.9 Alterations

4.9.1 Not to make any alterations or additions to the Premises and not to affix any machinery or addition to the walls or roof thereof.

4.9.2 Not to alter the route of any Conducting Media at the Premises.

4.9.3 If a breach of terms 4.9.1 or 4.9.2 occurs we may (without obligation) at your expense remove unauthorised works.

4.10 Signs and advertisements

4.10.1 You must not display any signs (illuminated or not) or advertisements on the Premises or from within the Premises without our prior written consent to be given at our absolute discretion.

4.10.2 You must maintain either the visibility of the shop interior from the shop-front or a window display in keeping with best retailing practice and keep the Premises adequately lit during the Opening Hours.

4.11 Directory Board

On our request you must provide us with a trading notice, in keeping with the style of existing trading notices on appropriate Market directory boards, which we will place on the appropriate Market directory board on your behalf.

4.12 User

4.12.1 You must not use the Premises other than for the Permitted Use.

- 4.12.2 You must not use the Premises for any industrial or manufacturing process; any dangerous or noisy activity; the sale of pornographic material; any activity which, in our reasonable opinion, is obscene, immoral or indecent; any illegal activity; residential purposes; a betting office; an amusement arcade or in connection with gaming; the sale of alcohol for consumption on or off the Premises; public entertainment; or for any sale by auction.
- 4.12.3 You must not:
- 4.12.3.1 put in the Premises any machinery (except that normally used for the Permitted Use) or any petrol or other explosive or specially flammable substance;
- 4.12.3.2 cause any nuisance or damage to us or the other tenants or occupiers of the Market;
- 4.12.3.3 do anything which may invalidate any insurance or make any additional premium payable for the insurance of the Premises or the Market;
- 4.12.3.4 overload any structural parts of the Market or the Conducting Media; or
- 4.12.3.5 interfere with our wi-fi system at the Market.
- 4.12.4 You must comply with all regulations contained in the Retailers' Handbook and with the terms of the Code of Practice.
- 4.12.5 You must keep the Premises open during the Opening Hours for your trade or business at the Premises.
- 4.12.6 You must keep the Premises fully stocked and prepared for carrying on your trade or business.
- 4.12.7 For every day (or part of thereof) during which you are in breach of term 4.12.5 you must pay us a sum equal to one day's Rent (plus VAT thereon, if applicable), such sum to be paid within two Business Days of us requesting it to be paid.
- 4.12.8 You shall use the Footfall Devices and display them in such positions in the Premises as reasonably specified by us and we shall provide you with regular reports in respect of the data received from the Footfall Devices.
- 4.12.9 You shall use the Equipment and shall at all times accept debit and credit card, as well as cash, as methods of payment, without charge or penalty.
- 4.13 **Prohibition on all alienation**
- 4.13.1 You must not assign, underlet, charge, hold on trust, part with, or share the possession or occupation of the Premises in whole or in part.
- 4.13.2 No payment to us or receipt and banking by us of any sum due under the General Terms or the Lease by any party other than you shall be taken to imply any consent by us or waiver of our rights in relation to any alienation of the Lease by you.
- 4.14 **Display of notices for disposal**
- You must allow us during the two months before the End Date to place on the Premises (but not obstructing the shop window display) a notice for their disposal, and allow us at reasonable times in the day to view the Premises with or without third parties at our choice.
- 4.15 **Tell us of notices**
- You must tell us promptly of any notice or claim affecting the Premises.
- 4.16 **Reimburse fees we incur**
- You must reimburse (when asked for in writing) all costs (plus VAT thereon, if applicable) we incur in connection with:
- 4.16.1 any breach of your obligations or promises in this Lease, including the preparation and service of a notice under section 146 of the Law of Property Act 1925; and
- 4.16.2 the preparation and service of a schedule of dilapidations which is served at least six months before or at any time after the End Date. Our rights will not be waived or reduced in respect of any outstanding repairs or any of your other obligations under the General Terms occurring after service of the schedule but before the End Date.
- ~~4.17 **Planning Acts and Rates**~~
- ~~4.17.1 You must comply with the requirements of the Planning Acts and of all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.~~
- 4.17.2 You must not apply for or implement any Planning Permission except where any approval or consent to the development and/or change of use in question required under any other provisions in the General Terms has been given.
- 4.17.3 You must pay us an amount equal to the relief or exemption that we lose if, after the end of the term, we lose rating relief (or any similar relief or exemption) because it has been allowed to you.
- 4.17.4 You must not make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list.

- 4.18 **Encroachment and easements**
- You must not allow any easement or encroachment to be made or acquired over or against the Premises. You must immediately let us know if you become aware of any easement or encroachment having been made or acquired over or against the Premises or of any attempt to do so.
- 4.19 **Insure third party risks**
- You must keep insured in a sufficient sum with a reputable insurance office third party and property owners' liability risks of the Premises.
- 4.20 **Indemnify**
- You must indemnify us from all losses, actions, claims, demands, costs, damages and expenses in respect of any personal injury or death or damage to any property or any infringement of any right or otherwise arising in respect of:
- 4.20.1 the Premises or their use;
- 4.20.2 the terms of this Lease and any breach of your obligations under this Lease;
- 4.20.3 the Equipment or its use; and
- 4.20.4 the Footfall Devices or its use.
- 4.21 **Pay costs**
- You must pay our costs (including legal and surveyor's charges) and disbursements in connection with any application by you for consent under this Lease whether such application is withdrawn or consent is granted or lawfully refused.
- 4.22 **Interest on overdue payments**
- 4.22.1 You must pay interest on the Main Rent and on all other sums not paid.
- 4.22.2 If we do not demand or accept any rent or other money due or tendered under the Lease because we reasonably believe that you are in breach of any of your obligations in the General Terms, then, when that amount is accepted by us, you must pay interest on that amount.
- 4.23 **VAT**
- You must pay:
- 4.23.1 upon production of a valid VAT invoice addressed to you, VAT on any consideration in respect of a VAT Supply to you by us; and
- 4.23.2 a Fair Proportion of the VAT (together with interest penalties and costs where these are incurred because of anything you do or fail to do) charged in respect of any VAT Supply to us in respect of the Premises or the Market where such VAT is not recovered by us from HM Revenue & Customs.
- 4.24 **Management: Common Parts**
- 4.24.1 You must not load or unload vehicles except on the service roads and service areas of the Market.
- 4.24.2 You must not park vehicles except in any areas expressly authorised and during the periods expressly authorised.
- 4.24.3 You must not obstruct the Common Parts in any way or place any goods or rubbish on them.
- 4.24.4 You must not use the Common Parts outside the Opening Hours and other than for the purposes designated under either part 1 of schedule 1 or paragraph 9.4 of part 2 of schedule 1.
- 4.25 **Superior interest**
- You must not breach any of the tenant obligations (excluding payment of rents or other sums) relating to the Market in any superior lease or any obligations affecting the freehold interest in the Market.
- 4.26 **Turnover information**
- You must supply to us on a monthly basis (or such other period as we determine) details of daily gross turnover by means of any link (whether email, computer, telephone or any otherwise provided by us) or by any other method reasonably required by us to enable us to monitor sales and other information at the Market. We must keep these details confidential but may disclose them to our professional team, potential investors and potential purchasers from time to time.
- 4.27 **EPC information**
- You must permit us to have access to all documentation, data and information in your possession or control that is reasonably required for us to:
- 4.27.1 prepare an EPC for the Market; and
- 4.27.2 comply with any duty imposed upon us under the EPB Regulations.
- 4.28 **Returning the Premises at the End Date**
- 4.28.1 At the End Date you must give back the Premises (having removed all your trade fixtures and fixtures

and any alterations carried out by you to the Premises and made good all damage caused in that removal) in the required state of repair, condition and working order.

4.28.2 At the End Date you must remove from the Premises all chattels belonging to or used by it.

4.28.3 You irrevocably appoint us to be your agent to store or dispose of any chattels or items you have fixed to the Premises and which have been left by you on the Premises for more than 10 working days after the End Date. We shall not be liable to you by reason of that storage or disposal. You shall indemnify us in respect of any claim made by a third party in relation to that storage or disposal.

4.29 Method of Payment

You shall at all times use the Equipment and shall at all times accept debit and credit cards (without charge or penalty) as well as cash as methods of payment for the sale of goods at the Premises.

4.30 Confidentiality

You will not, directly or indirectly, disclose details of this Lease to any third party or otherwise make any comment (in any form) to the press, the media or any social networking site regarding any member of the Group, any property or site in which the Group has an interest and/or any of the Group's or its affiliate's respective employees, consultants, advisers, agents, directors, tenants, former tenants or partners. For the avoidance of doubt, the provisions of this clause will not prevent you from advertising/promoting yourself as a trader at the Premises for so long as this Lease is in effect.

4.31 Marketing and Communications

4.31.1 You will interact and engage to our reasonable satisfaction with the Camden Market brand.

4.31.2 You will engage with to our reasonable satisfaction with our social media platforms using "@camdenmarketldn" and/or any other Camden Market campaign handle.

4.31.3 You will participate to our reasonable satisfaction in any Market wide marketing event.

4.31.4 You must inform us and keep us up to date with any marketing initiatives you are undertaking.

4.32 LABS Collect

If the Permitted Use permits the sale of food and/or beverages from the Premises and if required by us, you will enter into a LABS Collect Agreement in such form as is standard in the Market and as we (acting reasonably) require you to enter into by

signing and delivering to us a duly executed copy of such LABS Collect Agreement.

5. OUR OBLIGATIONS

We agree and promise to you during the Term:

5.1 Quiet enjoyment

You shall peaceably hold and enjoy the Premises during the Term without any interruption by us or any person lawfully claiming under or in trust for us except as permitted by this Lease.

5.2 Insurance

5.2.1 We must insure (with a reputable insurance company):

5.2.1.1 the Market against the Insured Risks in its full reinstatement value (including all professional fees and incidental expenses);

5.2.1.2 against property owner's and employer's liabilities relating to the Market; and

5.2.1.3 the Main Rent for the Risk Period,

subject to all excesses, limitations and exclusions the insurers impose and otherwise on the insurance company's usual terms.

5.2.2 We must in relation to such insurance:

5.2.2.1 tell you promptly of all material variations;

5.2.2.2 procure that your interest in the Premises is noted either specifically or generally on the policy; and

5.2.2.3 upon your written request provide you with a summary of its main terms.

5.2.3 When lawful, we must use any insurance monies received (other than for loss of the Main Rent) for reinstating so far as practicable the Market (excluding your fixtures and fittings) following destruction or damage by an Insured Risk. If those monies are insufficient we will make good the shortfall except:

5.2.3.1 insurance excesses; and

5.2.3.2 to the extent the shortfall occurs or the payment of any policy monies is refused because of your act or failure to act.

5.2.4 We must use reasonable endeavours to obtain any consents necessary for the reinstatement of the Market ("Consents") following destruction or damage by an Insured Risk. If we are unable to obtain any or all of the Consents, our obligation to reinstate under term 5.2.3 shall not apply.

- 5.3 **Services**
- We shall provide shall provide the Services in a manner which we reasonably consider appropriate.
6. **AGREEMENTS**
- It is agreed that:
- 6.1 In term 6.2 the reference to "company" shall include any UK registered company (as defined in section 1158 of the Companies Act 2006), and to the extent applicable any overseas company as defined in section 1044 of the Companies Act 2006, and any unregistered company (to include any association) and any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to article 3 of the EC Regulation on Insolvency Proceedings 2000.
- 6.2 **Proviso for re entry**
- 6.2.1 If any event listed in term 6.2.2 occurs we may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately terminate. In term 6.2.2 reference to the "1986 Act" means the Insolvency Act 1986, and to "you", where you are more than one person or company, shall be any one of you.
- 6.2.2 The events referred to in term 6.2.1 are as follows:
- 6.2.2.1 any of the Rents are unpaid for 21 days after becoming due (in the case of the Main Rent whether formally demanded or not);
- 6.2.2.2 you or your Guarantor do not comply with any obligation under this Lease;
- 6.2.2.3 any Law of Property Act 1925, administrative, court appointed or other receiver or similar office is appointed over the whole or any part of your or your Guarantor's assets, or you or your Guarantor enter into any arrangement of any nature with your or your Guarantor's (as applicable) creditors;
- 6.2.2.4 you or your Guarantor (if a company) enter into liquidation within the meaning of section 247 of the 1986 Act or a petition for winding-up is presented against you or your Guarantor which is not dismissed or withdrawn or a meeting of your Guarantor's creditors or any of them under part I of the 1986 Act is summoned or a moratorium in respect of you or your Guarantor comes into force under section 1(A) and schedule A1 of the 1986 Act or an administrator is appointed to you or your Guarantor;
- 6.2.2.5 you or your Guarantor (if an individual) have a receiving order made against you or your Guarantor (as applicable) or an interim receiver is appointed over or in relation to your or your Guarantor's property or you or your Guarantor are the subject of a bankruptcy petition, or become bankrupt, or have an interim order made against you or your Guarantor under part VIII of the 1986 Act; and
- 6.2.2.6 any event comparable to any listed in term 6.2.2.3, 6.2.2.4 or 6.2.2.5 in any jurisdiction (whether it be England and Wales, or elsewhere).
- 6.2.3 Neither the existence nor the exercise of our right under term 6.2.1 will affect any other right or remedy available to us against you or your Guarantor.
- 6.3 **Cesser of rent**
- 6.3.1 If the Market or any part of it is destroyed or damaged by any Insured Risk so that the Premises are unfit for occupation and use or inaccessible then except to the extent that our insurance has been vitiated or payment of any policy monies refused because of anything you do or fail to do the Main Rent and the Service Charge Rent or a Fair Proportion of either of them will cease to be payable until the earliest of:
- 6.3.1.1 the date that the Premises are again fit for occupation and use and accessible and ready to receive your fitting out works;
- 6.3.1.2 the expiry of the Risk Period; or
- 6.3.1.3 the End Date.
- 6.3.2 If term 6.3.1 applies before the Rent Commencement Date, the Rent Commencement Date shall be postponed for the same number of days between the date of damage or destruction and the date the rent cesser ends.
- 6.3.3 If term 6.3.1 applies a due proportion of any Main Rent paid in advance shall be refunded to you.
- 6.3.4 Our obligation under term 5.2.3 will not apply unless and until you have paid the amount referred to in term 4.4.2.2.
- 6.3.5 If the Premises are damaged by an Insured Risk such that they are unfit for occupation and use or if the Premises are inaccessible in either case as a result of damage by an Insured Risk and for a period of more than one month then either of us may immediately end this Lease by telling the other. Term 6.3.6 will apply.
- 6.3.6 Ending of this Lease under term 6.3.5 will not affect either of our rights for any prior breach of an obligation. Vacant possession of the Premises must be given and we shall be entitled to retain all insurance monies.