

Dated _____ **2023**

WATCHSTAR LIMITED

and

STADIUM LOUNGE RESTAURANT & WINE BAR LTD

LEASE

Relating To

GROUND FLOOR SHOP, 783 HIGH ROAD, TOTTENHAM, LONDON, N17 8AH

Table Of Contents

1.	Interpretation	3
2.	Grant	10
3.	Tenant covenants.....	10
4.	Payment of Annual Rent.....	10
5.	Payment method.....	11
6.	No set-off.....	11
7.	Interest.....	11
8.	Rates and Taxes	11
9.	Utilities.....	11
10.	Common items.....	12
11.	Costs	12
12.	Prohibition of dealings.....	12
13.	Assignments	12
14.	Notification and registration of dealings.....	13
15.	Repair	14
16.	Decoration.....	15
17.	Alterations.....	15
18.	Signs	16
19.	Window displays and window cleaning	16
20.	Returning the Property to the Landlord	16
21.	Use.....	17
22.	Regulations	18
23.	Exercise of the Rights.....	18
24.	Allow entry	19
25.	Keyholders and emergency contact details.....	19
26.	Compliance with laws.....	20
27.	Energy Performance Certificates.....	21
28.	Third Party Rights.....	21
29.	Registration of this Lease	22
30.	Closure of registered title and removal of entries in relation to this Lease and easements granted by this Lease	22
31.	Encroachments and preservation of rights.....	22
32.	Replacement guarantor	23
33.	Procure guarantor consent.....	23
34.	Indemnity	23
35.	Landlord covenants	24

36.	Quiet enjoyment.....	24
37.	Designation of alternative areas, routes and facilities.....	24
38.	Exercise of right of entry	24
39.	Scaffolding	25
40.	Guarantor covenants	25
41.	Re-entry and forfeiture.....	25
42.	Section 62 of the LPA 1925, implied rights and existing appurtenant rights	25
43.	Compensation on vacating.....	25
44.	No restriction on Landlord's use	26
45.	Limitation of liability	26
46.	Breach of repair and maintenance obligation	26
47.	Notices.....	26
48.	Consents and approvals.....	27
49.	Expert determination	28
50.	VAT	29
51.	Joint and several liability	29
52.	Entire agreement.....	29
53.	Contracts (Rights of Third Parties) Act 1999.....	29
54.	Governing Law	29
55.	Jurisdiction	30
	Schedule 1 Property	31
	Schedule 2 Rights.....	33
	Schedule 3 Reservations	34
	Schedule 4 Third Party Rights	36
	Schedule 5 Rent review	37
	Part 1 - Definitions.....	37
	Part 2 - Assumptions.....	37
	Part 3 - Disregards.....	38
	Part 4 - Hypothetical Lease	38
	Part 5 - Review of the Annual Rent	38
	Schedule 6 Insurance	41
	Schedule 7 Service Charge	46
	Schedule 8 Guarantee and indemnity	47
	Annex 1 Property Plan.....	52
	Annex 2 Building Plan	53

LR1. Date of lease

2023

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MX306039

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

WATCHSTAR LIMITED incorporated and registered in England and Wales with company number 02953936 of Solar House, 282 Chase Road, London, N14 6NZ

Tenant

STADIUM LOUNGE RESTAURANT & WINE BAR LTD Registered office address incorporated and registered in England and Wales with company number 14594915 of 783 High Road, London, England, N17 8AH

As per the initial heads of terms there is no requirement of a guarantorLR4. Property

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this Lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this Lease.

LR7. Premium

£ 48,000.00 (Fourty EightThousand Pounds).

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None.

LR9.3 Landlord's contractual rights to acquire this Lease

None.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The easements set out in paragraph 1 of Schedule 2 to this Lease are granted by this Lease for the benefit of the Property.

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

The easements set out in paragraph 1 of Schedule 3 to this Lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None.

This Lease is dated

2023

PARTIES

- (1) **WATCHSTAR LIMITED** incorporated and registered in England and Wales with company number 02956936 whose registered office is at of Solar House, 282 Chase Road, London, N14 6NZ (The **Landlord**);
- (2) **STADIUM LOUNGE RESTAURANT & WINE BAR LTD** Registered office address incorporated and registered in England and Wales with company number 14594915 of 783 High Road, London, England, N17 8AH (The **Tenant**);

BACKGROUND

- (A) The Landlord is the freehold owner of the Building.
- (B) The Property forms part of the Building.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this Lease.
- (D) The Guarantor has agreed to guarantee the Tenant's obligations under this Lease.

AGREED TERMS

1. Interpretation

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

1.1. Definitions:

Annual Rent: rent at an initial rate of £30,000.00 per annum and then as revised under and any interim rent determined under the LTA 1954

Authorised Person: any:

- (a) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- (b) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (b) of this definition.

Building: shall be the land and buildings known as 783 High Road, Tottenham, London, N17 8AH registered under title number MX306039 and shown edged red on the Building Plan 1.

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.

Building Plan: the plan annexed to this Lease at Annex 2 and marked "Building Plan".

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

Common Parts: subject to paragraph 1.6 of Schedule 3, the parts of the Building (excluding the Lettable Units) that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Building and their employees, agents, licensees and visitors.

Contractual Term: a term of 15 years beginning on and including the date of this lease.

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

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any:

- (a) glass in the shopfronts of the Lettable Units; and
- (b) tenant's fixtures that are installed by or for the tenant, occupier of any Lettable Unit and that form part of the Building.

Expert: an independent surveyor:

- (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- (b) with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- (c) appointed in accordance with clause 51.

Insolvency Event: subject to clause 1.16, any one or more of the following:

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

a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;
- (j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or
- (k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: the aggregate in each year of:

- (a) the Tenant's Proportion of the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Building (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this Lease;
- (b) the Tenant's Proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Common Parts in accordance with this Lease (before any discount or commission is allowed or paid to the Landlord);
- (c) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
- (d) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) to (c) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, [terrorism,] subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Lettable Unit: any part of the Building which from time to time is, or is intended to be, let or occupied.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Permitted Use: use as a restaurant and takeaway shop within Use Class E(b) of the Town and Country Planning (Use Classes) Order 1987 for sale of food and drink for consumption (mostly) on the premise.

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the property described in Schedule 1.

Property Plan: the plan annexed to this Lease at 2 and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or
- (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this Lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Building (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: Two months from the date of this lease

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

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Retained Parts: all parts of the Building including (but not limited to) all of:

- (a) the structural parts of the Building;
- (b) the Service Media; and
- (c) the Common Parts;

but excluding the Lettable Units.

Rights: the rights granted in paragraph 1 of Schedule 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenant Damage: damage or destruction caused (with the intention of causing damage) by an act or omission of the Tenant or any Authorised Person.

Tenant's Proportion: fifty percentage (50 %).

Term: the Contractual Term and any statutory continuation of this Lease.

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: the matters set out in Schedule 4.

Transaction: is:

- (a) any dealing with this Lease or the devolution or transmission of or parting with possession of any interest in it;
- (b) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- (a) of an exclusion imposed by the insurers; or
- (b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and Uninsured Risk means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2. A reference to this Lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3. The Schedules form part of this Lease and shall have effect as if set out in full in the body of this Lease. Any reference to this Lease includes the Schedules.
- 1.4. Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5. Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.6. A reference to:
 - (a) the Landlord includes a reference to the person entitled to the immediate reversion to this Lease;
 - (b) the Tenant includes a reference to its successors in title and assigns; and
 - (c) a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7. In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10. The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11. Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12. References to:
 - (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 50.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 50.3; and
 - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord;

where such consent or approval is required under the terms of the mortgage. Except that nothing in this Lease shall be construed as imposing on any mortgagee any

obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

1.13. Unless the context otherwise requires, references to the Building, the Common Parts, a Lettable Unit, the Property and the **Retained Parts** are to the whole and any part of them or it.

1.14. For the purposes of each of the following:

- (a) the easements set out in paragraph 1 of Schedule 2 that burden the Building (excluding the Property);
- (b) the easements set out in paragraph 1 of Schedule 3 that benefit the Building (excluding the Property);
- (c) the registration of the easements referred to in clause 1.14(a) and clause 1.14(b) at HM Land Registry;
- (d) LR4; and
- (e) Clause 44.2;

the Building shall only include the land and buildings specified at paragraph (a) of the definition of the Building and no other land or buildings.

1.15. Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.16. For the purposes of the definition of **Insolvency Event**:

- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
- (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

1.17. A reference to writing or written excludes fax and email.

1.18. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.19. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.20.** A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.21.** Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.22.** If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

2. Grant

- 2.1.** At the request of the Guarantor, the Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.
- 2.2.** The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- (a) the Annual Rent
 - (b) the Insurance Rent;
 - (c) the sums payable by way of service charge pursuant to Schedule 7;
 - (d) all interest payable under this lease; and
 - (e) all other sums payable under this lease; and
 - (f) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this Lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this Lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

- 4.1.** The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:
- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

5.1. The Tenant must pay the Annual Rent and all other sums payable under this Lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this Lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1.** If any of the Annual Rent or any other sum payable by the Tenant under this Lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2.** If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1.** The Tenant must pay all Rates and Taxes.
- 8.2.** The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.
- 8.3.** If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. Utilities

- 9.1.** The Tenant must pay all Utility Costs.
- 9.2.** The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Building but used or capable of being used by the Building in common with other land.

11. Costs

11.1. The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this Lease;
- (b) serving any notice or taking any proceedings in connection with this Lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this Lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this Lease; or
- (e) any consent or approval applied for under this Lease, whether or not it is granted.

12. Prohibition of dealings

12.1. Except as expressly permitted by clause 13, the Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of this Lease or the whole or part of the Property;
- (b) assign, part with or share any of the benefits or burdens of this Lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this Lease at HM Land Registry or by reason only of joint legal ownership).
- (d) Underlet part or whole of the Property for the duration of this Lease.

13. Assignments

13.1. The Tenant may assign the whole of this Lease with the consent of the Landlord (such consent not to be unreasonably withheld).

13.2. The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

(i) is in respect of all the tenant covenants of this Lease;

is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;

(ii) imposes principal debtor liability on the assignor;

(iii) requires (in the event of a disclaimer of this Lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

(iv) is otherwise in a form reasonably required by the Landlord;

(b) a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;

(c) a condition that a person or persons of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this Lease in the form set out in Schedule 8 (but with such amendments and additions as the Landlord may reasonably require); and

(d) a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.

13.3. The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

(a) the Annual Rent or any other sum due under this Lease [(where that other sum is not the subject of a genuine dispute with the Landlord)] is outstanding;

(b) there is a material breach of covenant by the Tenant that has not been remedied; or

(c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this Lease.

13.4. Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

13.5. Charging

(a) The Tenant shall not charge or agree to charge any part or whole of the Property.

13.6 Underletting

(a) Tenant must not Underlet part or whole of the Property for the duration of this Lease.

14. Notification and registration of dealings

14.1. Within one month of any Transaction, the Tenant must:

- (a)** give the Landlord notice of the Transaction;
- (b)** deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and
- (c)** pay the Landlord a registration fee of £50 (plus VAT).

14.2. In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

- (a)** promptly following completion of the Transaction apply to register it (or procure that the relevant person applies to register it);
- (b)** (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
- (c)** within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).

14.3. If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

15. Repair

15.1. The Tenant must:

- (a)** subject to clause 16.2, keep the Property in good and substantial repair and condition;
- (b)** ensure that any Service Media forming part of the Property is kept in good working order;
- (c)** keep the Property clean, tidy and clear of rubbish; and
- (d)** replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

15.2. The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by:

- (a)** an Insured Risk unless and to the extent that:
 - (i)** the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2(f) of Schedule 6);
 - (ii)** the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 6; or

(b) Building Damage by an Uninsured Risk unless that damage is Tenant Damage.

16. Decoration

16.1. The Tenant must:

- (a) decorate the external parts of the Property every five years, the internal parts of the Property every three years and also both the external and internal parts of the Property in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out the decoration required in the last three months before the Termination Date to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).
- (d) Accept responsibility for their own internal decorating during their tenancy and must obtain written approval of the Landlord.

17. Alterations

17.1. Except as permitted by clause 18.3 and clause 18.4, the Tenant must not make any:

- (a) external or structural alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

17.2. Subject to clause 18.6, the Tenant must not make any internal non-structural alteration to the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.3. The Tenant must not:

- (a) make any alterations to the shopfront of the Property; or
- (b) attach a shop fascia to the Property;

without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.4. Subject to clause 18.6, the Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Building that are at the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 18;
- (b) those alterations do not adversely impact on the structural integrity of the Building; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.5. Subject to clause 18.6, the Tenant must not install any Service Media at the Property nor

alter the route of any Service Media at the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to have, an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Building.

18. Signs

18.1. The Tenant must not:

- (a)** except as permitted by clause 19.2, display any Signs inside the Property that are visible from outside the Property; or
- (b)** except as permitted by clause 18.3(b), attach any Signs to the exterior of the Property.

18.2. The Tenant may display such trade posters and advertisements at the Property of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

18.3. The Tenant must allow the Landlord to fix to and keep at the Property:

- (a)** during the twelve month period before the Termination Date, any re-letting board as the Landlord reasonably requires [except where there is a genuine prospect of the Tenant renewing this Lease and the Tenant is genuinely and actively pursuing that renewal]; and
- (b)** at any time during the Term, any sale board as the Landlord reasonably requires.

19. Window displays and window cleaning

19.1. The Tenant must:

- (a)** keep the shopfront of the Property and any windows at the Property (whether or not those windows form part of the Property) appropriately lit and dressed during the hours that the Property is open for trade; and
- (b)** as often as reasonably necessary, clean:
 - (i)** the internal and external surfaces of the glass in the shopfront of the Property; and
 - (ii)** the internal surfaces of any windows and other glass at the Property (whether or not such windows and other glass form part of the Property).

20. Returning the Property to the Landlord

20.1. The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this Lease.

20.2. Subject to clause 21.3, the Tenant must by the Termination Date:

- (a)** remove:
 - (i)** any tenant's fixtures from the Property;
 - (ii)** any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this Lease and any Lease Alterations; and

(iii) any Signs erected by the Tenant at the Building; and

(b) make good any damage caused to the Building by the removal of those items and alterations.

20.3. If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 21.2(a)(i) and clause 21.2(a)(ii) shall not be removed pursuant to clause 21.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

20.4. On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

20.5. The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

21. Use

21.1. The Tenant must not use the Property for any purpose other than the Permitted Use.

21.2. Trading hours are between 9am till 12 am (Monday and Tuesday), 9am till 1am (Wednesday and Thursday), 9am till 9am to 3am (Friday, Saturday and Sunday).

21.3. The Tenant must keep the Property open for trading during normal trading hours for the locality except that the Tenant shall not be required to be open for trading in any period during which:

(a) the Tenant (or any authorised occupier) is carrying out any alterations to the Property that are permitted or required by this Lease;

(b) the Tenant has vacated the Property in anticipation of an authorised assignment of this Lease or underletting;

(c) it is not possible to occupy or access the Property following damage to or destruction of the Building by an Insured Risk;

(d) occupation or trading would result in a breach of any other provision of this Lease or law;

(e) the tenant cannot keep his business open due to a family emergency.

21.4. The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any property that neighbors the Building;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) (except as permitted by the Rights) place or keep any items on any external part of the Property or on the Common Parts (whether or not such items are for sale);
- (h) (except as permitted by the Rights and clause 18.5) interfere with any Service Media at the Building;
- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (j) allow any person to sleep at or reside on the Property.

22. Regulations

22.1. The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Building and any other neighbouring or adjoining property provided that:

- (a) such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
- (b) if there is any conflict between such regulations and the terms of this Lease, the terms of this Lease shall prevail.

23. Exercise of the Rights

23.1. The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use;
- (b) in accordance with any regulations made by the Landlord under clause 23; and
- (c) in compliance with all laws relating to the Tenant's use of the Building and any other neighbouring or adjoining property pursuant to the Rights.

23.2. In exercising any right of entry on to any of the Common Parts or any Lettable Unit pursuant to paragraph 1.6 of Schedule 2, the Tenant must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Landlord and any occupiers of the relevant Lettable Unit;
- (b) where reasonably required by the Landlord or the occupier of the relevant Lettable Unit, exercise that right only if accompanied by a representative of the Landlord, the tenant or the occupier of the relevant Lettable Unit;
- (c) cause as little damage as possible to the Common Parts and any other Lettable Unit and to any property belonging to or used by the Landlord or the tenants or occupiers of any other Lettable Unit;
- (d) cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the other Lettable Units; and
- (e) promptly make good any damage caused by reason of the Tenant exercising that right.

24. Allow entry

24.1. Subject to clause 25.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

24.2. The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

25. Keyholders and emergency contact details

25.1. The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and

- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

26. Compliance with laws

26.1. The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

26.2. Within Seven working days of receipt of any notice or other communication affecting the Property or Building (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and
- (b) to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

26.3. The Tenant must not:

- (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this Lease); or
- (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

26.4. Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

26.5. The Tenant must:

- (a) comply with its obligations under the CDM Regulations;
- (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
- (c) give that health and safety file to the Landlord at the Termination Date;
- (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Building. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
- (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

26.6. As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

26.7. The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.

26.8. The Tenant must keep:

- (a)** the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
- (b)** that machinery, equipment and alarms properly maintained and available for inspection.

27. Energy Performance Certificates

27.1. The Tenant must:

- (a)** co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- (b)** allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.

27.2. The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

27.3. Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a)** commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b)** pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

27.4. The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

28. Third Party Rights

28.1. The Tenant must:

- (a)** comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b)** not do anything that may interfere with any Third Party Right.

28.2. The Rights are granted subject to the Third Party Rights to the extent that the Third Party

Rights affect the parts of the Building over which the Rights are granted.

29. Registration of this Lease

29.1. The Tenant must:

- (a) apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

29.2. The Tenant must not:

- (a) apply to HM Land Registry to designate this Lease as an exempt information document for the purposes of the Land Registration Rules 2003;
- (b) object to an application by the Landlord to HM Land Registry to designate this Lease as such an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this Lease.

30. Closure of registered title and removal of entries in relation to this Lease and easements granted by this Lease

30.1. The Tenant must make an application to HM Land Registry to [close the registered title of this Lease and remove all entries on the Landlord's title relating to this Lease and the easements granted by this Lease promptly (and in any event within one month) following the Termination Date.

30.2. The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 32.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

31. Encroachments and preservation of rights

31.1. The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

31.2. If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

31.3. The Tenant must preserve all rights of light and other easements enjoyed by the Property.

- 31.4.** The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 31.5.** If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- (a)** immediately inform the Landlord and give the Landlord notice of that action; and
 - (b)** at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

32. Indemnity

- 32.1.** The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:
- (a)** Any breach of any tenant covenants in this Lease;
 - (b)** any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this Lease; or
 - (c)** any act or omission of the Tenant or any Authorised Person.

33. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this Lease during the Term.

34. Quiet enjoyment

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

35. Designation of alternative areas, routes and facilities

- 35.1.** The Landlord must:
- (a)** when exercising any right under paragraph 1.6 of Schedule 3, give the Tenant reasonable notice (except in case of emergency when no notice shall be required);
 - (b)** when exercising its right under paragraph 1.6(a) of Schedule 3, use reasonable endeavours to designate alternative routes, areas or facilities that are not materially less convenient for the Tenant; and
 - (c)** (except in case of emergency) when exercising its right under paragraph 1.6(b) of Schedule 3:

- (i) use reasonable endeavours to provide alternative routes, areas or facilities that are not materially less convenient for the Tenant; and
- (ii) ensure that access to the relevant Common Parts is prevented or restricted for as short a period as is reasonably practicable.

35.2. When exercising the right under paragraph 1.7 of Schedule 3, the Landlord must act reasonably and in the interests of good estate management.

36. Exercise of right of entry

36.1. In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

37. Scaffolding

37.1. In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

- (a) ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
- (b) remove the scaffolding as soon as reasonably practicable;
- (c) following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
- (d) allow the Tenant to display on the exterior of the scaffolding one sign of a size and design and in a location approved by the Landlord (such approval not to be unreasonably withheld or delayed).

38. Guarantor covenants

The Guarantor covenants with the Landlord on the terms set out in Schedule 8.

39. Re-entry and forfeiture

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

- (a) the whole or any part of the Rents is unpaid 7 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this Lease; or

(c) an Insolvency Event.

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

40. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

40.1. The grant of this Lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

40.2. The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

41. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

42. No restriction on Landlord's use

Nothing in this Lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Building (excluding the Property) or any other neighbouring or adjoining property.

43. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

44. Breach of repair and maintenance obligation

44.1. The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.

44.2. Following the service of a notice pursuant to clause 48.1, the Landlord may enter the Property and carry out the required works if the Tenant:

(a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

(b) is not carrying out the required works with all due speed.

44.3. The costs incurred by the Landlord in carrying out any works pursuant to clause 48.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

44.4. Any action taken by the Landlord pursuant to this clause 48 shall be without prejudice to the Landlord's other rights (including those under clause 43).

45. Notices

45.1. Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be in writing and given:

(a) by hand:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or

(b) by pre-paid first-class post or other next working day delivery service:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

45.2. If a notice complies with the criteria in clause 49.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received if:

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

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

46. Consents and approvals

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

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

46.2. If a waiver is given pursuant to clause 50.1, it shall not affect the requirement for a deed for any other consent.

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

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

- 46.4.** If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not:
- (a) imply that any consent or approval required from a third party has been obtained; or
 - (b) obviate the need to obtain any consent or approval from a third party.
- 46.5.** Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this Lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.
- 46.6.** Where:
- (a) the consent of a mortgagee is required under this Lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
 - (b) the approval of a mortgagee is required under this Lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.
- 47. Expert determination**
- 47.1.** This clause 51 applies in relation to any matter that is to be referred to an Expert for determination pursuant to paragraph 2.1 of Part 5 of Schedule 5 and paragraph 2 of Schedule 7.
- 47.2.** The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 47.3.** If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 14 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 47.4.** The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 21 working days of the matter being referred to the Expert.
- 47.5.** If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause 51 shall apply to the new Expert as if they were the first Expert appointed.
- 47.6.** The parties are entitled to make submissions to the Expert [including oral submissions] and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 47.7.** To the extent not provided for by this clause 51, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate.
- 47.8.** The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

- 47.9.** The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 47.10.** The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 47.11.** If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- (a) the other party may pay instead; and
 - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 51.11(a).
- 47.12.** The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

48. VAT

- 48.1.** All sums payable by either party under or in connection with this Lease are exclusive of any VAT that may be chargeable.
- 48.2.** A party to this Lease must pay VAT in respect of all taxable supplies made to that party in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 48.3.** Every obligation on either party, under or in connection with this Lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
- 48.4.** The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

49. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

50. Entire agreement

- 50.1.** This Lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 50.2.** Each party acknowledges that in entering into this Lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

50.3. Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

51. Contracts (Rights of Third Parties) Act 1999

This Lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

52. Governing Law

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

53. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Lease or its subject matter or formation.

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

Schedule 1

Property

1 The premises known as land and building at 783 High Road, Tottenham, London, N17 8AH situated on the ground floor of the Building and shown edged red on the Property Plan:

1.1 Including:

- (a)** the shopfront, shopfront glass, canopy and fascia of those premises;
- (b)** the whole of any non-structural walls and columns wholly within those premises;
- (c)** one-half severed vertically of any interior non-structural walls and columns separating those premises from any adjoining Lettable Unit;
- (d)** the interior plaster and other interior surface finishes on the:
 - (i)** exterior non-structural walls and columns bounding those premises;
 - (ii)** interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii)** structural walls and columns within or bounding those premises;
- (e)** the interior plaster and other interior surface finishes on the ceilings within those premises;
- (f)** the floor screed and other interior surface finishes on the floors within those premises;
- (g)** the doors, door frames and fittings within all the walls within and bounding those premises;
- (h)** the windows, window frames and fittings within all the walls within and bounding those premises (except the exterior walls);
- (i)** all Service Media and any other media, plant, machinery and equipment within and exclusively serving those premises;
- (j)** all landlord's fixtures and fittings within those premises;
- (k)** all additions and improvements to those premises;
- (l)** the flat roof covering the part of the Property marked "Shed (store)" on the Property Plan; and

1.2 Excluding:

- (a)** subject to paragraph 1.1(d), paragraph 1.1(g) and paragraph 1.1(h) of this Schedule, the whole of the:
 - (i)** exterior non-structural walls and columns bounding those premises;

- (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
- (iii) structural walls and columns within or bounding those premises;
- (b) the windows, window frames and fittings within the exterior walls bounding those premises;
- (c) subject to paragraph 1.1(e) and paragraph 1.1(f) of this Schedule, the floors and ceilings within those premises;
- (d) all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
- (e) all structural parts of the Building (except any set out in paragraph 1.1 of this Schedule).

Schedule 2

Rights

- 1** In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1** The right to support and protection for the Property from the other parts of the Building to the extent that those parts of the Building provide support and protection to the Property at the date of this Lease.
 - 1.2** The right to use the Common Parts or such other areas designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3 for the purposes of pedestrian (in accordance with any Landlord's designation under paragraph 1.7 of Schedule 3) access to and egress from the Property and the other parts of the Building over which the Tenant is granted rights in this Schedule.
 - 1.3** The right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this Lease or are installed or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Building pursuant to paragraph 1.3(c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
 - 1.4** Subject to the Tenant complying with clause 24.2, the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this Lease.

Schedule 3

Reservations

- 1** Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this Lease the following easements (for the benefit of the Building (excluding the Property) and the following other rights:
- 1.1** Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
- 1.2** Subject to the Landlord complying with clause 40, the right to enter the Property:
- (a)** to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - (b)** to carry out any works to any other part of the Building; and
 - (c)** for any other purpose mentioned in or connected with:
 - (i)** this Lease;
 - (ii)** the Reservations; or
 - (iii)** the Landlord's interest in the Building and any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 1.3** The right to:
- (a)** use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the Term;
 - (b)** install and construct Service Media at the Property to serve any other part of the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - (c)** re-route and replace any Service Media referred to in this paragraph.
- 1.4** At any time during the Term, the full and free right to build, rebuild, alter or develop the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
- 1.5** Subject to the Landlord complying with clause 41, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
- 1.6** Subject to the Landlord complying with clause 39.1, the right from time to time to:
- (a)** designate alternative areas, routes or facilities over which the Rights may be exercised; or
 - (b)** prevent or restrict access to any of the Common Parts if reasonably required to enable works to be carried out to any part of the Building or in case of emergency.
- 1.7** Subject to the Landlord complying with clause 39.2, the right from time to time to designate which of the Common Parts may be used by the Tenant on foot only, by vehicles only or both on foot and by vehicles and this shall include the right to specify which type, size and

weight of vehicles are permitted to use any of those Common Parts designated by the Landlord for use by vehicles.

2 The Reservations:

2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.

2.2 May be exercised by:

(a) the Landlord;

(b) anyone else who is or becomes entitled to exercise them; and

(c) anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

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

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4

Third Party Rights

- 1** All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted including those set out or referred to in the register entries of MX306039 as at the date of this Lease.

Schedule 5

Rent review

Part 1 - Definitions

1 Definitions

The following definitions apply in this Schedule 5.

Assumptions: the assumptions set out in Part 2 of this Schedule 5.

Disregards: the disregards set out in Part 3 of this Schedule 5.

Hypothetical Lease: the lease described in Part 4 of this Schedule 5.

Open Market Rent: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:

- (a) in the open market;
- (b) at the relevant Review Date; and
- (c) applying the Assumptions and Disregards.

Review Date: every 5 years of the term.

Shortfall Payment Date: the date which is ten working days from and including the date that the revised Annual Rent is agreed or determined.

Part 2 - Assumptions

1 The matters to be assumed are:

1.1 The Property is available to let in the open market:

- (a) on the terms of the Hypothetical Lease;
- (b) by a willing landlord to a willing tenant;
- (c) with vacant possession; and
- (d) without a fine or a premium.

1.2 The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting-out works at the Property.

1.3 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this Lease.

1.4 The Tenant and the Landlord have fully complied with their obligations in this Lease.

1.5 If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.

- 1.6 No work has been carried out on the Property (including any previous lease alterations) that has diminished its rental value other than work carried out in compliance with clause 28.
- 1.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.
- 1.8 The willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.

Part 3- Disregards

- 1 The matters to be disregarded are:
 - 1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.
 - 1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.
 - 1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this Lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
 - 1.4 Any effect on the rent attributable to any previous lease alterations.
 - 1.5 Any effect on rent of any obligation on the Tenant to fit-out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.
 - 1.6 Any statutory restriction on rents or the right to recover them.

Part 4- Hypothetical Lease

- 1 A lease:
 - 1.1 Of the whole of the Property.
 - 1.2 For a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 15 years commencing on the relevant Review Date, if longer.
 - 1.3 With rent review dates every 5 years from the relevant Review Date.
 - 1.4 Otherwise on the terms of this Lease (other than the amount of the Annual Rent).

Part 5 - Review of the Annual Rent

- 1 **Review**
 - 1.1 The Annual Rent shall be reviewed on each Review Date to equal:

- (a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
- (b) in the absence of such agreement, the greater of:
 - (i) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
 - (ii) the Open Market Rent agreed or determined pursuant to this Schedule 5.

1.2 The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.

1.3 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2 Determination by the Expert

2.1 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the relevant Review Date, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with clause 51. The Expert can be appointed in accordance with the terms of this Lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.

3 Late review of Annual Rent

3.1 If the revised Annual Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:

- (a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
- (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

4 Time not of the essence

4.1 Time is not of the essence for the purposes of this Schedule 5.

5 Guarantor

- 5.1** If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

Schedule 6

Insurance

1 Landlord's obligation to insure

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured against loss or damage by the Insured Risks for the Reinstatement Cost.

1.2 The Landlord shall not be obliged to insure:

- (a)** the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Building in this Schedule 6 shall exclude the Excluded Insurance Items;
- (b)** any alterations to the Property that form part of the Property unless:
 - (i)** those alterations are permitted or required under this Lease;
 - (ii)** those alterations have been completed in accordance with this Lease and (where applicable) in accordance with the terms of any consent or approval given under this Lease; and
 - (iii)** the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
- (c)** the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2 Landlord to provide insurance details

2.1 In relation to any insurance effected by the Landlord under this Schedule 6, the Landlord must:

- (a)** at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - (i)** full details of the insurance policy;
 - (ii)** evidence of payment of the current year's premiums; and
 - (iii)** details of any commission paid to the Landlord by the Landlord's insurer;
- (b)** procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change; and
- (c)** use reasonable endeavours to procure that the Landlord's insurer:
 - (i)** waives its rights of subrogation against the Tenant and any lawful undertenants or occupiers of the Property;

- (ii) includes in the insurance policy a non-invalidating provision in respect of any act or default of the Tenant; and
- (iii) permits the interest of the Tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

3 Tenant's obligations

3.1 The Tenant must pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) the Tenant's Proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) the Tenant's Proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years.

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Building [where written details of those requirements or recommendations have first been given to the Tenant];
- (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items forming part of the Property, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and

- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay in relation to the Building by reason of any act or omission of the Tenant or any Authorised Person.

4 Rent suspension

4.1 Subject to paragraph 4.2 of this Schedule, if any Building Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:

- (a) the date on which the Building has been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) the date which is three years from and including the date on which that Building Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Building Damage is caused by:

- (a) an Insured Risk and:
 - (i) the policy of insurance in relation to the Building has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
 - (ii) the Tenant has not complied with paragraph 3.2(f) of this Schedule; or
- (b) an Uninsured Risk and the Building Damage was Tenant Damage.

5 Landlord's obligation to reinstate following damage or destruction by an Insured Risk

5.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
- (b) reinstate the relevant parts of the Building except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;
 - (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (iv) reinstate after a notice to terminate has been served pursuant to this Schedule 6.

5.2 If the Landlord is obliged to reinstate the relevant parts of the Building pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

- (a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

6 Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

- 6.1** Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building, the Landlord may terminate this Lease by giving notice to the Tenant within six months from and including the date on which that Building Damage occurred.

7 Building Damage by an Uninsured Risk

- 7.1** If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Building Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Building Damage occurred, the Landlord must either:

- (a) terminate this Lease by giving notice to the Tenant; or
- (b) notify the Tenant that it intends to reinstate the relevant parts of the Building at its own cost.

- 7.2** If the Landlord notifies the Tenant under paragraph 7.1(b) that it intends to reinstate the relevant parts of the Building, then the Landlord must use:

- (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
- (b) its own monies to reinstate the relevant parts of the Building but the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (iii) reinstate after a notice to terminate has been served pursuant to this Schedule 6.

- 7.3** If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1(a) or paragraph 7.1(b) by the date which is 12 months from and including the date on which the relevant Building Damage occurred, the Tenant may at any time thereafter terminate this Lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.

8 Termination if reinstatement not complete by expiry of rent suspension

- 8.1** If Building Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1(b) of this Schedule) occurs and the relevant parts of the Building have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is [three] years after the date on which that Building Damage

occurred, either party may at any time thereafter terminate this Lease by giving notice to the other provided that:

- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 15 or this Schedule 6.

9 Consequences of termination

9.1 If either party gives a notice to terminate this Lease in accordance with this Schedule 6:

- (a) this Lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this Lease except for the rights of any party in respect of any earlier breach of this Lease; and
- (c) any proceeds of the insurance for the Building shall belong to the Landlord.

10 Landlord not obliged to reinstate other Lettable Units

10.1 Nothing in this Schedule 6 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

11 Tenant Damage

11.1 If any damage to or destruction of the Building by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the relevant parts of the Building but if the Landlord chooses to do so, the Tenant must pay on demand all costs incurred by the Landlord in reinstating.

Schedule 7

Service Charge

1 Service Charge

- 1.1** To pay to the Landlord from time to time on demand, such payment to be recoverable as if it were rent, 50% (fifty per cent) of the total cost or expenditure in respect of the Building (including management charges and reasonable provision for anticipated expenses) incurred or to be incurred by the Landlord (fifty per cent of the estimated cost of the proposed works to be paid in advance, prior to the commencement of the works, if so required by the Landlord, such cost to be based on an estimate prepared by the Landlord's surveyor whose determination shall be final and binding on the Tenant) in repairing, cleaning, lighting, heating, decorating, maintaining, providing, improving, securing, insuring and renewing (and also in complying with any statutory requirement relating to the same) any area, road, path, passage, Common Parts or building or part of a building, wall, fence, gate, door, main roof, the patio roof (which provides shelter to the areas marked "Store" and "Shop (Rear)" on the Property Plan, foundations, structure, load bearing walls of the Building and any plant, equipment, conduits, easement, facility, service or supply used or enjoyed by the Tenant or other occupier of the Property in common with the occupiers of the neighbouring property.

2 Disputes

- 2.1** Any dispute between the Landlord and the Tenant that arises in connection with the provisions of this Schedule 7 shall, in the absence of agreement, be referred for determination by an Expert under clause 51.

Schedule 8

Guarantee and indemnity

1 Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the Rents and observe and perform the tenant covenants of this Lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this Lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

- (a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this Lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the AGA.

2 Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this Lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this Lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
- (c) any refusal by the Landlord to accept any rent or other payment due under this Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this Lease (or the Tenant's obligations under the AGA);
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
- (i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this Lease or the forfeiture of this Lease;
- (j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- (k) any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

3 Variations and supplemental documents

3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this Lease (or the AGA).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the AGA) whether or not:

- (a) the variation is material or prejudicial to the Guarantor;
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this Lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4 Guarantor to take a new lease or make payment

4.1 If this Lease is forfeited or the liability of the Tenant under this Lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.

4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have this Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- (b) be for a term that expires on the same date as the end of the Contractual Term of this Lease had there been no forfeiture or disclaimer;
- (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this Lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this Lease;
- (d) be excluded from sections 24 to 28 of the LTA 1954; and
- (e) otherwise be on the same terms as this Lease (as varied if there has been any variation).

4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this Lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to twelve months' Annual Rent and the Guarantor must pay that amount on demand.

5 Rent at the date of forfeiture or disclaimer

5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this Lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this Lease, such review date to be included in the new lease.

5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2(c) of this Schedule.

6 Payments in gross and restrictions on the Guarantor

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in

such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

- 6.3** The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7 Other securities

- 7.1** The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2** This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this Lease. It shall not merge in or be affected by any other security.
- 7.3** The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this Lease.

EXECUTED as a deed by the Landlord **WATCHSTAR LIMITED** acting by [] a director, in the presence of:

.....

SIGNATURE OF **Landlord**

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS

EXECUTED as a deed by the Tenant

STADIUM LOUNGE RESTAURANT & WINE BAR LTD
acting by [] a director, in the presence of:

.....

SIGNATURE of **Tenant**

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS

Director

Annex 1
Property Plan

Annex 2
Building Plan