

DATED

15 December 2023

LEASE

relating to

Basement and Ground Floor, 61 Neal Street, London WC2H 9PJ

between

**STEPHEN CHARLES HARDING, CAROLINE ANNE DENT AND RUTH ELLEN JOHNS as
executors of the estate of the late ROBERT IAN HARDING**

and

ZEGERMAN LTD



LR1. Date of lease

15 December 2023

LR2. Title number(s)

LR2.1 Landlord's title number(s)

411567

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Stephen Charles Harding of 41 Egerton Road, Bristol, BS7 8HN, Caroline Anne Dent of The Coach House, North Street, Blofield, Norwich NR13 4RQ and Ruth Ellen Johns of 2 Rugosa Road, West End, Woking GU24 9PA as executors of the estate of the late ROBERT IAN HARDING

Tenant

ZEGERMAN LTD

First Floor, Healthaid House, Marlborough Hill, Harrow, Middlesex HA1 1UD

13897176

Other parties

None

LR4. Property

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

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

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

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

Not applicable.

This lease is dated 15 December 2023

PARTIES

- (1) **Stephen Charles Harding** of 41 Egerton Road, Bristol, BS7 8HN, **Caroline Anne Dent** of The Coach House, North Street, Blofield, Norwich NR13 4RQ and **Ruth Ellen Johns** of 2 Rugosa Road, West End, Woking GU24 9PA as executors of the estate of the late **Robert Ian Harding (Landlord)**
- (2) ZEGERMAN LTD incorporated and registered in England and Wales with company number 13897176 whose registered office is at First Floor, Healthaid House, Marlborough Hill, Harrow, Middlesex HA1 1UD (**Tenant**)

BACKGROUND

- (A) The Property forms part of the Building.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at a rate of £70,000 per annum

Authorised Person: any:

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

Break Date: 1 January ~~2025~~ 2026

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 43.

Building: is the land and buildings known as 61 Neal Street, London WC2H 9PJ registered under title number 411567 and shown edged red on the Building Plan.

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 B and marked "Building Plan".

Cap: the cap calculated in accordance with Schedule 6

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

Contractual Term: a term of five years from and including 1 January 2024 to and including 31 December 2028.

Current Service Charge Year: the Service Charge Year current at 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, any undertenant or occupier of any Lettable Unit and that form part of the Building.

Insolvency Event: subject to clause 1.15, 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;
- b) the making of an administration order in relation to the Tenant;
- c) 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;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- e) the commencement of a voluntary winding-up in respect of the Tenant, 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) a winding-up order in respect of the Tenant;

- g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off;
- h) the Tenant ceasing to exist (but excluding where the Tenant dies);
- i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant;
- 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
- 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 Retained 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 two 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 not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or 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) fire, explosion, lightning, earthquake, tempest, terrorism, 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, 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 retail shop for the sale of men's and women's fashion or such other use within Use Class E(a) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) to which the Landlord has given consent (such consent not to be unreasonably withheld).

Previous Lease: a lease of the Property dated 23 December 2023 and made between (1) Robert Ian Harding and (2) Zegerman & Lusky Limited including any deed, licence, consent, approval or other instrument supplemental or collateral to it.

Previous Lease Alterations: any alterations undertaken by or for any tenant, undertenant or occupier during or in anticipation of the Previous Lease.

Property: the property described in Schedule 1.

Property Plan: the plans annexed to this lease at ANNEX A 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: 1 January 2024.

Rent Payment Dates: 25 March, 24 June, 29 September and 21 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; and
- b) the Service Media;

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's Proportion: 40%.

Term: the Contractual Term.

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

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

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] 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** is a reference to any 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 45.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 45.3; 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**, a **Lettable Unit**, the **Property** and the **Retained Parts** are to the whole and any part of them or it.
- 1.14 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.
- 1.15 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.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 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 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) all interest payable under this lease;
 - (d) all other sums payable under this lease; and

- (e) 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

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

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 two 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

The Tenant must pay on demand the properly incurred costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or 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 (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or 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).

13. Charging

The Tenant may charge the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

14. Notification and registration of dealings

14.1 Within one month of any charge pursuant to clause 13, the Tenant must:

- (a) give the Landlord notice of the charge;
- (b) deliver two certified copies of any document effecting or evidencing the charge to the Landlord; and
- (c) pay the Landlord a registration fee of at least £50 (plus VAT).

15. Tenant's covenant to repair

15.1 The Tenant must:

- (a) subject to clause 15.2, keep the Property in good and substantial repair and condition which shall include having regard to the nature and condition of the Property at the date on which the Previous Lease was granted;
- (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 an Insured Risk unless and to the extent that:

- (a) 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 5); or
- (b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5.

16. Landlord's covenant for repair

16.1 Subject to the Tenant's obligation set out in clause 16.2 the Landlord shall use its reasonable endeavours to keep the structural and exterior parts of the Building (other than any parts of the Building that are part of the Property or have been let to another tenant) and those Service Media over which the Tenant is granted rights by this lease in a reasonable state of repair and so as to provide support and protection for the Property. Without prejudice to its obligations under clause 7, the Landlord shall not be obliged to carry out any repair where the need for any repair has arisen by reason of the occurrence of an Insured Risk.

16.2 The Tenant shall pay the Landlord within 7 days of written demand the Tenant's Proportion of the costs incurred or properly estimated by the Landlord to be incurred by the Landlord:

- (a) in keeping the structure and exterior of the Building, the Service Media belonging to the Landlord at it (other than any parts of the Building or Service Media that are part of the Property or have been let to another tenant) in good repair and condition;
- (b) in keeping any boundary walls and features at the Building in good repair and condition;
- (c) in taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Retained Parts or to prevent the acquisition of any right over the Retained Parts (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Retained Parts (or the Building as a whole);
- (d) in employing managing agents for the management of the Building, where managing agents are not employed, a management fee for the same;
- (e) in employing accountants to prepare and audit accounts concerning the management of the Building;
- (f) any other person reasonably and properly retained by the Landlord to act on behalf of the Landlord in connection with the Building and the management of the Building; and

- (g) Insuring the Building in accordance with Schedule 5

Provided always that any sum payable pursuant to this clause 16.2 shall not in any 12 month period of the Contractual Term exceed the Cap

- 16.3 The Tenant shall also pay the Landlord within 7 days of written demand any VAT payable by the Landlord in respect of any of the items mentioned in clause 17.2 except to the extent that the Landlord is able to recover such VAT.

17. Decoration

- 17.1 The Tenant must:

- (a) decorate the Property as often as is reasonably necessary and also 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).

18. Alterations

- 18.1 Except as permitted by this clause 18, the Tenant must not make any:

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

- 18.2 Any alterations permitted by this clause are subject to clause 18.6.

- 18.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

- 18.4 The Tenant may:

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

with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

- 18.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

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

18.7 Not to puncture the ceiling of the Property.

19. Signs

19.1 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 18.4(b), attach any Signs to the exterior of the Property.

19.2 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.

19.3 The Tenant must allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

20. Window displays and window cleaning

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 the internal and external surfaces of the glass in the shopfront of the Property and any windows and other glass at the Property (whether or not such windows and other glass form part of the Property)

21. Returning the Property to the Landlord

21.1 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.

21.2 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 Previous 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.
- 21.3 If the Landlord gives notice to the Tenant specifying which of the tenant's fixtures, alterations and other matters set out in clause and clause 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.
- 21.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 21.5 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.

22. Use

- 22.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 22.2 The Tenant must keep the Property open for trading during the Trading Hours. Except that the Tenant shall not be required to be open for trading in any period during which:
 - (a) the Tenant (or any authorised undertenant or 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; or
 - (d) occupation or trading would result in a breach of any other provision of this lease.
- 22.3 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 neighbours 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) place or keep any items on any external part of the Property (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.

23. Regulations

23.1 The Tenant must observe all 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.

24. Exercise of the Rights

24.1 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.

24.2 In exercising any right of entry on to any of the Retained Parts or any Lettable Unit pursuant to paragraph 1.3 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 Retained 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.

25. Allow entry

25.1 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.

25.2 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.

26. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least one person who :

- (a) holds a full set of keys for the Property;
- (b) holds 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.

27. Compliance with laws

27.1 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.

- 27.2 Within five 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.
- 27.3 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).
- 27.4 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.
- 27.5 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.
- 27.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 27.7 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.
- 27.8 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.

28. Energy Performance Certificates

28.1 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.

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

28.3 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.

28.4 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.

29. Third Party Rights

29.1 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.

29.2 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.

30. 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 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 30.1 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 at the cost of the Landlord 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

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. Exercise of right of entry

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.

36. Scaffolding

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).

37. Re-entry and forfeiture

37.1 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 21 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.

37.2 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.

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

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.

39. Exclusion of sections 24 to 28 of the LTA 1954

The parties:

- (a) confirm that:
 - (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
 - (ii) Dotan Zegerman who was duly authorised by the Tenant to do so made a statutory declaration dated 15 November 2023]in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect.
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

40. 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).

41. 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.

42. 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.

43. Landlord's Option to Break

43.1 The Landlord may terminate this lease by serving a Break Notice on the Tenant at least 4 months before the Break Date.

43.2 Following service of a Break Notice this lease shall terminate on the Break Date.

43.3 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

43.4 If this lease terminates in accordance with clause 43.3, then, within 20 working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Rent Payment Date.

43.5 Time is of the essence for the purposes of this clause 43.

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 43.1, 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 43.2 (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 43 shall be without prejudice to the Landlord's other rights (including those under clause 37).

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 44.1, 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 45.1, 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. VAT

- 47.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 47.2 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.

47.3 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).

47.4 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.

48. 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.

49. Entire agreement

49.1 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.

49.2 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).

49.3 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.

50. 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.

51. 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.

52. 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 basement and ground floor of the Building shown edged red on the Property Plan:

1.1 Including:

- (a) the internal plaster, plasterboard and surface finishes of all walls;
- (b) the whole of any internal, non-load bearing walls that are entirely within the Property;
- (c) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other Parts of the Building;
- (d) the floorboards/floor screed or other floor surfaces above the joists or other structural floor supports supporting them;
- (e) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
- (f) the doors and windows and their frames, fittings and glass;
- (g) all Service Media exclusively serving the Property;
- (h) the shop front and fascia;
- (i) any alterations and improvements;
- (j) the air conditioning / comfort cooling system serving the Property; and
- (k) all Landlord's fixtures and fittings in the Property.

1.2 Excluding any Service Media in, on, under or over that land (whether in existence at the date of this lease or installed during the perpetuity period) that are used by that land in common with any other part of the Building and excluding the structure and exterior other than the shop front and fascia.

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 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.

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 35, 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 or 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 (whether or not such Service Media also serve the Property); 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 (other than the Property) or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 The right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations.
 - 1.6 The right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations.
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 loss of amenity for the Property.

- 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 as at the date of this lease.

Schedule 5 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 55 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 5, 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.

3. Tenant's obligations

- 3.1 Subject to clause 16.2 the Tenant must pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes.

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;
- (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
 - (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 date on which the

Building has been reinstated so as to make the Property fit for occupation and use and accessible.

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

- (a) 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
- (b) the Tenant has not complied with paragraph 3.2(f) of this Schedule.

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 5.

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.

- 6.2 Following Building Damage by an Insured Risk if the Property has not been reinstated so as to make it fit for occupation and use and accessible within 12 months of the date on which the Building Damage occurred the Tenant may at any time thereafter serve notice on the Landlord terminating this lease.

7. Consequences of termination

- 7.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5:
- (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.

8. Landlord not obliged to reinstate other Lettable Units

- 8.1 Nothing in this Schedule 5 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

Schedule 6 Cap

1.INTERPRETATION

The following definitions apply in this Part of this Schedule.

1.1 Definitions:

Base Index Value: the value of the Index for one month before date of this lease.

Base Cap: £3,573.33 plus VAT.

Current Index Value: the value of the Index for the month which is one month before the first anniversary of the Contractual Term .

Index: the All Items index of the RPI.

Indexed Cap: a sum calculated in accordance with the following formula:

$$(A/B) \times C$$

Where:

A = the Current Index Value;

B = the Base Index Value; and

C = the Base Cap.

RPI: the Retail Prices Index or any official index replacing it.

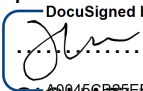
Cap: is:

- a. for the first year of the Contractual Term, the Base Cap; and
- b. for the second year of the Contractual Term, the higher of (i) the Indexed Cap; and (ii) the Base Cap

2.CHANGES TO THE INDEX

3.1 If there is any change to the methods used to compile the RPI, including any change to the items from which the Index is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Cap shall be made taking into account the effect of this change.

Signed as a deed by Stephen Charles Harding as
executor of the estate of the late Robert Ian Harding in the
presence of:

DocuSigned by:


SIGNATURE OF WITNESS

Julian Charles Mason-Flucke
.....

Name of Witness

42 quarrington road.....
Bristol
BS7 9pl.....

Address of Witness

Aerospace engineer...

Occupation of Witness

DocuSigned by:

.....EC6C7BA126C944D...

SIGNATURE OF Landlord

Signed as a deed by Caroline Anne Dent as executor of
the estate of the late Robert Ian Harding in the presence
of:

DocuSigned by:


SIGNATURE OF WITNESS

Janet Chase.....

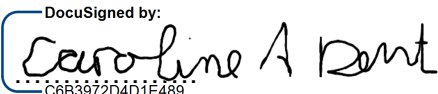
Name of Witness

57.The.Green.....
Upton, Norwich
Norfolk.....
NR13 6AY.....

Address of Witness

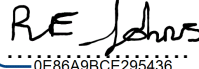
Student.....

Occupation of Witness

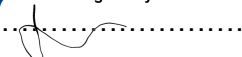
DocuSigned by:

.....C6B3972D4D1E489...

SIGNATURE OF Landlord

Signed as a deed by Ruth Ellen Johns as executor of the estate of the late Robert Ian Harding in the presence of:

DocuSigned by:

0E86A9BCE295436...

SIGNATURE OF **Landlord**

DocuSigned by:

11D6F1E708E4...

SIGNATURE OF WITNESS

Joshua Storey.....

Name of Witness

9.Roxholme.Grove....

LS74JJ

.....

.....


Address of Witness

UX/UI Designer.....

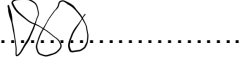
Occupation of Witness

Executed as deed by ZEGERMAN LTD acting by Dotan

Zegerman a director, in the presence of:

DocuSigned by:

712EB1F0E52545F..

Director

DocuSigned by:

F42B911CE7C5482...

SIGNATURE OF WITNESS

Lee Hennessey

.....

Name of Witness

42.merritt.Road.....

New romney

Tn 288sz.....

.....

Address of Witness

Address occupation retail

.....

Occupation of Witness

ANNEX A Property Plan

DocuSigned by:

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DocuSigned by:

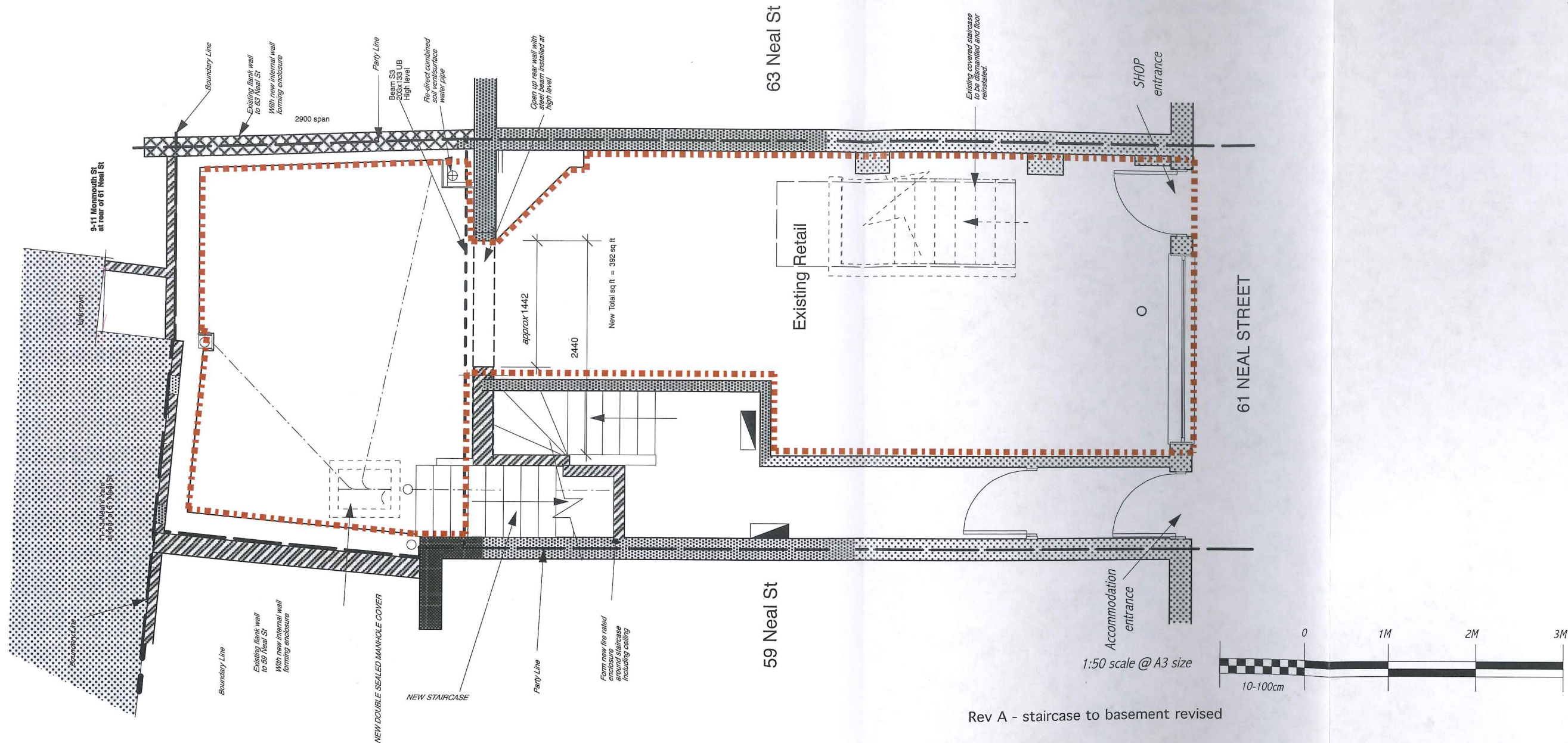
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DocuSigned by:

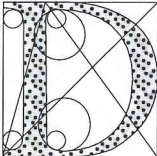
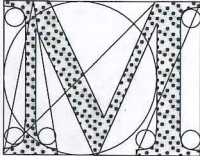
DocuSigned by:
Caroline A Dent
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PROPOSED GROUND FLOOR

Rev A - staircase to basement revised

Drawn By	MBD	Client	MR & MRS HARDING	
Date	JUNE 2016	Job Title	61 Neal St REFURBISHMENT	
Scale	1:50	Drawing Title	PROPOSED GROUND FLOOR PLAN	
Plot Date	April 2017	Dwg. No.	20014/201295/20	Issue B
File Name				
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Note: All dimensions must be checked on site and not scaled from this drawing.				



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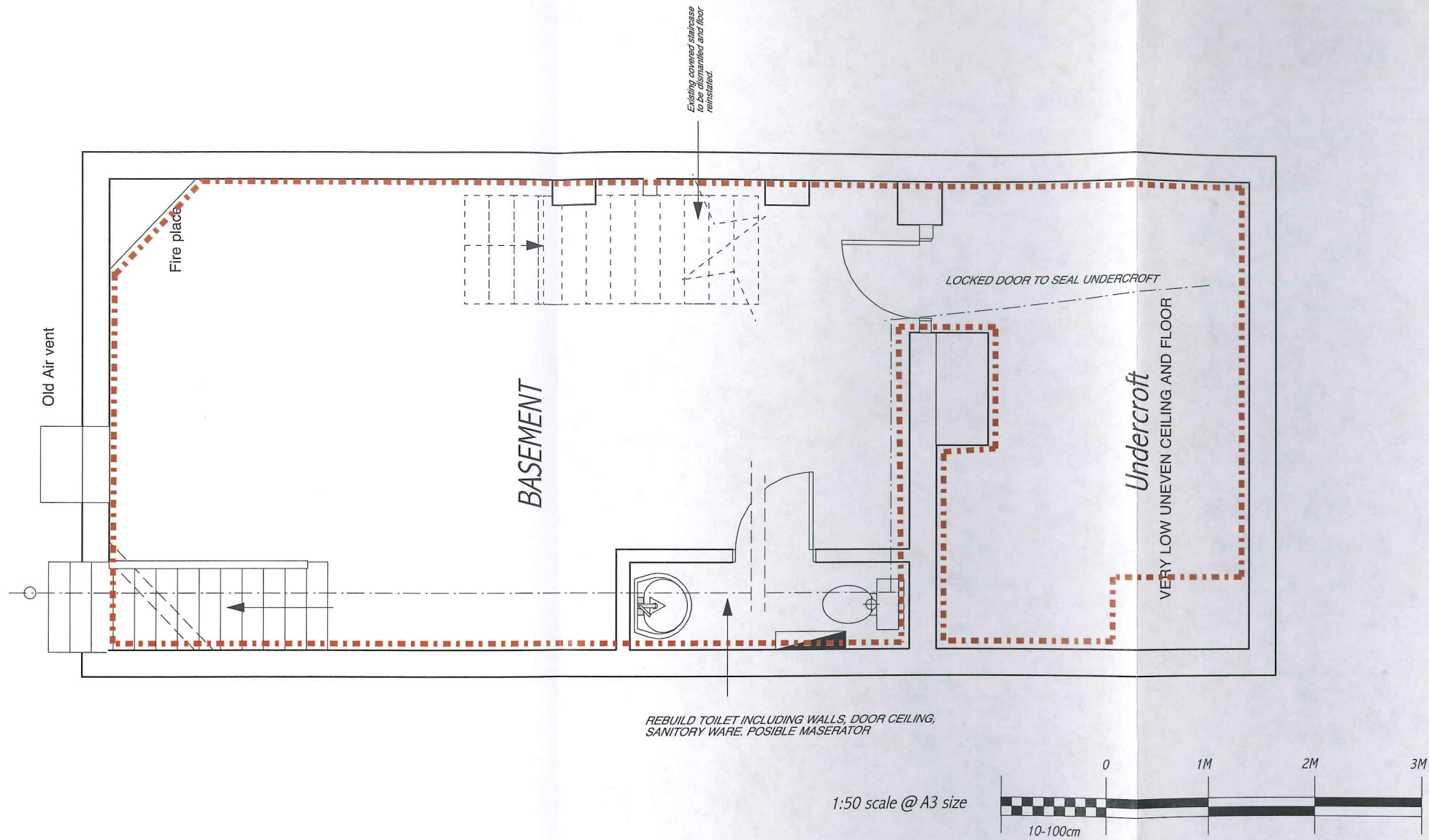
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Tadley, Hants
RG 26 4NF
01189819631

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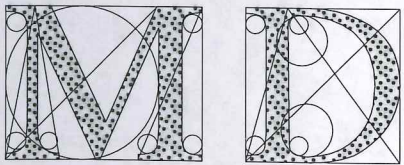
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RE Johns
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PROPOSED BASEMENT

Drawn By	MBD	Client	MR & MRS HARDING
Date	JUNE 2016	Job Title	61 Neal St REFURBISHMENT
Scale	1:50	Drawing Title	PROPOSED BASEMENT PLAN
Plot Date	JUNE 2016	Dwg. No.	20014/201295/21
File Name		Issue	A
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15 Swains Close
Tadley, Hants
RG 26 4NF
01189819631

ANNEX B Building Plan

DocuSigned by:
501AN
712EB1F0E52545F...

DocuSigned by:
Stephen Harding
FC6C7BA126C944D...

DocuSigned by:
RE Johns
0E86A9BCE295436...

DocuSigned by:
Caroline A Dent
C6B3972D4D1E489...

H.M. Land Registry.

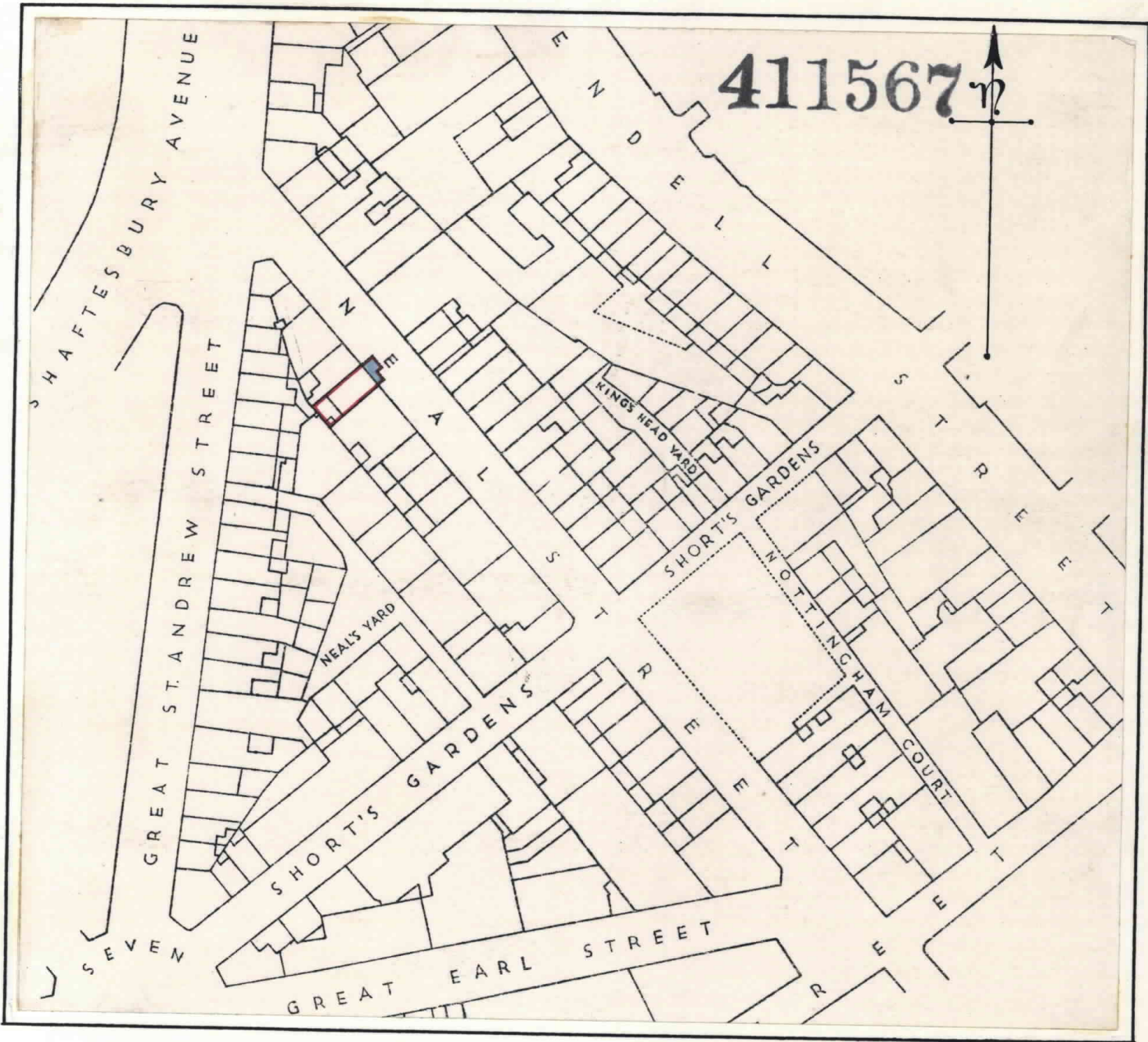
GREATER LONDON

~~Certificate Copy~~
~~of the~~

BOROUGH OF CAMDEN

Filed Plan of Title N^o **411567**

Scale **88** Feet to One Inch



Ordnance Survey Sheet LONDON VII. 63

Parish HOLBORN