

DATED 28th December **2016**

Tenant.

NIGEL JOHN STUART HAIGH

-and-

THE TRUSTEES OF THE CADRONES PENSION SCHEME

LEASE

-relating to-

69 High Street, Westerham, Kent TN16 1RE

LR1. Date of lease	2016																			
<table border="0"> <tr> <td data-bbox="186 371 343 689">LR2.</td> <td data-bbox="343 371 518 689">Title</td> <td data-bbox="518 371 711 689">number(s)</td> </tr> </table>	LR2.	Title	number(s)	<table border="0"> <tr> <td data-bbox="711 371 917 689">LR2.1</td> <td colspan="3" data-bbox="917 371 1434 421">Landlord's title number(s)</td> </tr> <tr> <td></td> <td colspan="3" data-bbox="917 421 1434 571">K159650</td> </tr> <tr> <td data-bbox="711 571 917 689">LR2.2</td> <td data-bbox="917 571 1109 689">Other</td> <td data-bbox="1109 571 1284 689">title</td> <td data-bbox="1284 571 1434 689">numbers</td> </tr> <tr> <td></td> <td colspan="3" data-bbox="917 571 1434 689">none</td> </tr> </table>	LR2.1	Landlord's title number(s)				K159650			LR2.2	Other	title	numbers		none		
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<p>LR4. Property</p> <p><i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>The premises (referred to in this Lease as "the Premises") known as</p> <p>1 69 High Street Westerham Kent TN16 1RE</p> <p>and as specified in paragraph 4 of the Lease Particulars</p>
<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>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.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Not applicable</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>65 years from the date of this lease</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>£90,000 (NINETY THOUSAND POUNDS)</p>

<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>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</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property as set out in Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property As set out in Schedule 3</p>
<p>LR12. Estate rent charge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease, which sets out the rent charge.</i></p>	<p>None</p>

<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</p> <p>None</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenants are Trustees and hold the property as Tenants in Common</p>

LEASE PARTICULARS

1. **Date** :
2. **The Landlord** : **NIGEL JOHN STUART HAIGH** of Chart House
33 High Street Westerham Kent TN16 1RE and
includes his successors in title
3. **The Tenant** : **NIGEL JOHN STUART HAIGH** and **HELEN
CLAIRE HAIGH** (as Trustees of the Cadrones
Pension Trust) both of 2 Montague Avenue
Sanderstead Surrey CR2 9NH and includes their
successors in title
4. **Premises** : The premises known as 69 High Street
Westerham Kent TN16 1RE a self-contained lock
up shop on the ground floor of the Building
shown for the purposes of identification only
edged red on the plan annexed hereto
5. **Premium** : NINETY THOUSAND POUNDS (£90,000)
6. **Term** : Sixty-Five years commencing on and including
the Term Commencement Date
7. **Term Commencement Date** : The date of this Lease
8. **Rent** : A peppercorn per annum (if demanded)
9. **Approved Use** : Schedule 4
10. **Building** : All those premises known as 67, 67a, 69 and 69a
High Street Westerham, Kent TN16

THIS LEASE is made on the Date stated in the Particulars

BETWEEN the Parties specified in the Particulars

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Lease the following words and expressions shall have the following meanings:-

"Common Parts" means all parts of the Building (excluding Lettable Units) which are from time to time provided by the Landlord for the general use in common by the tenants or occupiers of the Building including without limitation forecourts entrances accessways reception area entrance halls corridors lobbies stairways lifts (if any) passages toilets bin stores or refuse facilities and fire escapes

"Insolvent" means in relation to the Tenant that one of the events referred to in **clause 5.1** occurs or has occurred

"Insured Risks" means the risks of fire and any other risks which the Landlord from time to time reasonably considers appropriate and which are insured against in accordance with **clause 4.2** (subject in all cases to such normal commercial excesses exclusions and limitations imposed by or agreed with the insurers)

"Interest" means interest at the Prescribed Rate calculated on a daily basis during the period from the first date on which the relevant Payment is due to the date of payment both before and after any judgment

"this Lease" means this deed and any licence or consent granted pursuant to it and any variation of it and any deed or document supplemental to it

"Legislation" means any Act of Parliament or any European community legislation or decree or other supranational legislation or a decree having effect as law in the United Kingdom and any other instrument order plan regulation permission or directive made or issued pursuant to any such enactment or deriving validity from it

"Lettable Units" means the Premises and other accommodation within the Building from time to time occupied by the Landlord for the purposes of his own

business and/or let to a tenant or tenants or occupied or intended for separate occupation

"Losses" means includes all liabilities incurred by the Landlord all damage and loss suffered by it and all damages awarded against it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it

"Particulars" means the words and expressions which appear under the heading "Lease Particulars" at the beginning of this Lease

"Payments" means the rents fees and any other payments payable by the Tenant under this Lease (and "Payment" shall be construed in the same way)

"Planning Legislation" means "the Consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990 and any other Legislation from time to time in force relating to town and country planning

"Premises" means the property briefly described in the Particulars and more fully described in **Schedule 1** and/or each and every part of it together with all additions alterations and improvements made to it at any time

"Prescribed Rate" means four per centum (4%) per annum above the base lending rate from time to time of Lloyds TSB Bank Plc (or such other bank being a member of the committee of London clearing banks as the Landlord from time to time shall nominate) calculated on a daily basis

"Retained Property" means the Building excluding the Lettable Units

"Quarter Day" means each of 25 March, 24 June, 29 September and 25 December

"Service Media" means pipes ducts wires channels cisterns tanks radiators cables meters sewers drains watercourses mains gutters flues sprinkler systems telecommunications fibres or media and other media and all ancillary apparatus which provide or remove any Utilities from to or through the Building at any time during the Term

"Term" means the term stated in the Particulars

"Utilities" means water soil surface water electricity gas oil telephone power fire alarm systems burglar alarm systems telecommunications or other services

"VAT" means Value Added Tax or any similar tax whether in substitution for it or in addition to it

"1954 Act" means the Landlord and Tenant Act 1954 (as amended)

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995

1.2 Any right exercisable by the Landlord is also exercisable by any superior landlord or mortgagee and anyone authorised by the Landlord or anyone else who has the same right and any right exercisable by the Tenant is exercisable by the Tenant in common with the Landlord and anyone else authorised by the Landlord or who has the same right

1.3 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the 1995 Act

1.4 Any covenant by the Tenant not to do or omit an act or thing shall in either case be deemed to include an obligation not to permit or suffer such act or thing to be done or omitted

1.5 Any reference to the end of the Term means the expiry or earlier termination of the Term (howsoever occurring) and any reference to the last year of the Term means the period of twelve (12) months immediately preceding such expiry or earlier termination

1.6 References to any legislation statute rule or order shall be deemed to include every statutory modification re-enactment or replacement of it for the time being in force and every bye-law statutory instrument rule order notice direction and regulation from time to time made or in force under it

1.7 The Particulars form part of this Lease and unless the words and expressions referred to in the Particulars are defined in **clause 1.1** they have the meanings given to those words and expressions in the Particulars (but if there is any inconsistency between the Particulars and the other provisions of this Lease such other provisions prevail)

1.8 Whenever and to the extent any provision of this Lease would be void under the 1995 Act then such provision is to take effect only insofar as it may do so without

contravening the 1995 Act but where such provision is incapable of having effect without contravening the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted and the validity of any of the remaining provisions of this Lease are not in any way to be affected as a result

- 1.9 The expression "the Landlord" shall include all or any superior landlords and where the consent of the Landlord is required under any covenant or condition herein contained the covenant or condition shall be construed as requiring the consent of any superior landlord or mortgagee to the intent that the Landlord shall have the right to require that the consent of any superior landlord or mortgagee shall be a condition precedent to the grant by the Landlord of any consent and that the Landlord may require the Tenant to discharge on any indemnity basis the costs fees charges and expenses of any superior landlord and mortgagee in respect of any such consent

2. **GRANT AND RENT**

In consideration of the Premium (receipt whereof is hereby acknowledged) and of the covenants by the Tenant contained in this Lease the Landlord **LETS** to the Tenant the Premises **TOGETHER WITH** so far as the Landlord is able to grant the same the rights set out in **Schedule 2 EXCEPTING AND RESERVING** to the Landlord (and all other persons authorised by the Landlord or entitled thereto) the rights set out in **Schedule 3** and subject to and with the benefit of the lease dated 13th June 2016 made between the Landlord (1) White House Framing Limited (2) and Daniel Turner (3) for the Term **YIELDING** and **PAYING** the following rents throughout the Term:-

- 2.1 from and including the Term Commencement Date the Rent
- 2.2 on demand all VAT properly payable on any of the Payments which are chargeable to VAT and all Interest payable by the Tenant under this Lease
- 2.3 any other sums which may become due from the Tenant to the Landlord under the provisions and at the times and in the manner provided for in this Lease

3. **TENANT'S COVENANTS**

The Tenant covenants with the Landlord throughout the Term:-

3.1 **Rent and Interest**

3.1.1 To pay the rents reserved by this Lease on the days and in the manner set out in this Lease and without any deduction or set off which are to be paid by banker's standing order if required by the Landlord

3.1.2 Without prejudice to the provisions of **clause 5.1** or any other remedy of the Landlord if any of the Payments are not made to the Landlord on the due date to pay the Landlord Interest on demand on such Payments (whether or not lawfully demanded)

3.2 **Value Added Tax**

3.2.1 To pay and indemnify the Landlord against any VAT that may be chargeable on any Payments such VAT to be paid in addition to such Payments

3.2.2 Whenever the Tenant has agreed in this Lease to reimburse the Landlord in respect of a payment made by the Landlord to reimburse the Landlord in addition in respect of any VAT paid by the Landlord on that payment unless the VAT is recovered by the Landlord

3.3 **Outgoings**

To pay and indemnify the Landlord against all charges (including any taxes thereon including Business Rates, Water Rates and Refuse Collection) for Utilities used at or in relation to the Premises and/or any charges relating to any apparatus belonging to such suppliers including meter and/or telephone rents or similar charges

3.4 **Repair**

3.4.1 To repair and keep the Premises including Landlord's fixtures and fittings in good and substantial repair and condition (but the Tenant need not do so where the disrepair is caused by an Insured Risk unless any of the insurance monies are withheld as a result of any act or default of the Tenant or any servant employee agent undertenant licensee or visitor of the Tenant)

3.4.2 To replace with similar articles or equipment any Landlord's fixtures fittings or plant in the Premises which may be or become beyond repair

3.4.3 To clean all the windows and window frames (inside and out) of the Premises as often as reasonably necessary

3.5 **Decoration**

To paint decorate and treat all internal parts, external windows, shop facia, doors and frames of the Premises previously or usually painted decorated or treated in the last three (3) months of the last year of the Term in a good and workmanlike way and with appropriate materials of good quality to the reasonable satisfaction of the Landlord

3.6 **Right of inspection and entry and notice to remedy breaches**

3.6.1 To permit the Landlord to enter the Premises at reasonable times after reasonable notice (or at any time in an emergency):-

3.6.1.1 for any reasonable purpose connected with the interest of the Landlord in the Building or any adjoining or adjacent premises of the Landlord

3.6.1.2 to exercise without interruption or interference any of the rights excepted and reserved by this Lease

3.6.1.3 to give to the Tenant or leave on the Premises a notice ("**the Notice**") specifying:-

(i) any breaches of covenant or condition by the Tenant

(ii) specifying any work carried out in breach of this Lease; and

(iii) requiring the Tenant immediately to remedy the breach and/or to reinstate the Premises

3.6.2 Immediately to repair clean and decorate the Premises or to carry out other work as required by a Notice

3.6.3 To allow the Landlord and all persons authorised by the Landlord to enter the Premises to carry out the work that is needed to comply with the Notice if:-

3.6.3.1 within thirty (30) days of service of the Notice the Tenant has not both begun and then diligently continued with the work referred to in the Notice; or

3.6.3.2 the Tenant fails to complete the work within sixty (60) days of service of the Notice; or

3.6.3.3 in the Landlord's reasonable opinion the Tenant is unlikely to complete the work within sixty (60) days of the service of the Notice

and to pay as rent in arrears to the Landlord the cost of doing so within fourteen (14) days of a written demand

3.7 **Obstruction of services**

Not to allow to pass into the Service Media or apparatus servicing the Premises or the Building any oil or grease or noxious or deleterious effluent or any other substance which might impair or adversely affect the Service Media or be harmful or a source of damage or obstruction or be likely to pollute or contaminate and not to obstruct the free passage of Utilities through the Service Media and not to damage or overload the Service Media in any way

3.8 **Yield Up**

At the end or sooner determination of the Term:-

3.8.1 to yield up the Premises with full vacant possession and all fixtures in it decorated and repaired in accordance with and in the condition required by the provisions of this Lease

3.8.2 to give up all keys of the Premises to the Landlord

3.8.3 to remove all signs, lighting, equipment and fixtures erected by the Tenant on the Premises and make good any damage caused by such removal

3.9 **Alterations**

3.9.1 Not to remove any parts of the Premises or construct any new buildings or make any alteration addition or improvement to the Premises of a structural nature

3.9.2 Not to carry out any internal non-structural alterations to the Premises without first obtaining the Landlord's consent (such consent not to be unreasonably withheld or delayed)

3.9.3 Not without such consent as aforesaid to connect with any Service Media intended for common use which serve the Premises or Building

3.10 **Advertisements and signs**

Not to place affix or display any sign advertisement notice poster pole mast aerial dish or other notification whatsoever on the Premises without the permission of the Landlord (such permission to not to be unreasonably withheld) and the consent of the local authority, such licence if required to be given to the Landlord prior to commencement of the works and any such permission or failure to comply or enforcement notice to be at the Tenants cost.

3.11 **Insurance**

Not to do anything which causes the policy or policies of insurance on the Building to become void or voidable or which may increase the premiums on the Building and to comply with all the requirements and recommendations of the Landlord's insurers the fire officers and the local authority in respect of the Premises

3.12 **Pay monies withheld**

If the Building or any part of them are destroyed or damaged and the insurance money under any policy or policies of insurance is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant or any person under its control immediately to pay the Landlord on demand the whole or (as appropriate) a fair proportion of the cost of completely rebuilding and reinstating the Building (including professional fees and all incidental costs and expenses) with Interest thereon payable from the date of demand until the date of payment by the Tenant

3.13 **Use**

3.13.1 Not to use or permit to be used the Premises other than for the Approved Use

3.13.2 Not to permit or to sell alcohol from the Premises.

3.13.3 Not to burn any rubbish or refuse on the Premises but to place all waste matter in properly covered dustbins and to comply with all reasonable requirements of the Landlord and Local Authority relating to such matters and not to keep or store on any part of the Premises not built upon any materials equipment plant crates pallets boxes or any skip or other receptacle except those for the disposal of usual commercial waste

3.14 **Assignments**

- 3.14.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed
- 3.14.2 The Tenant shall not assign part only of this lease.
- 3.14.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- 3.14.3.1 a condition that the assignor enters into an authorised guarantee agreement in similar form to the terms set out in Schedule 5 which:
- 3.14.3.2 is in respect of all the tenant covenants of this lease;
- 3.14.3.3 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 Landlord and Tenant (Covenants) Act 1995;
- 3.14.3.4 imposes principal debtor liability on the assignor;
- 3.14.3.5 requires (in the event of a disclaimer of liability under this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- 3.14.3.6 is otherwise in a form reasonably required by the Landlord,
- 3.14.3.7 a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 5 (but with such amendments and additions as the Landlord may reasonably require).
- 3.14.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:
- 3.14.4.1 the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied within a reasonable time after written notice

- 3.14.4.2 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; or
- 3.14.4.3 the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.
- 3.14.5 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.

3.15 **Underlettings**

- 3.15.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 3.15.2 The Tenant shall not underlet part only of the Property.
- 3.15.3 The Tenant shall not underlet the Property:
 - 3.15.3.1 together with any property or any right over property that is not included within this lease;
 - 3.15.3.2 at a fine or premium or reverse premium; nor
 - 3.15.3.3 allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.
- 3.15.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:
 - 3.15.4.1 a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
 - 3.15.4.2 a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 3.15.5 Any underletting by the Tenant shall be by deed and shall include:

- 3.15.5.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- 3.15.5.2 the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease
- 3.15.5.3 provisions for the review of rent at intervals of no longer than five years starting from the commencement of any such underlease and on terms no less onerous than those current in the market at the time of any such underletting unless the term of the underlease does not extend beyond the next Review Date;
- 3.15.5.4 a covenant by the undertenant not to underlet the whole or part of the Property;
- 3.15.5.5 a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- 3.15.5.6 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,
- 3.15.5.7 and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld
- 3.15.6 In relation to any underlease granted by the Tenant, the Tenant shall:
 - 3.15.6.1 not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
 - 3.15.6.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
 - 3.15.6.3 ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

3.16 Sharing occupation

- 3.16.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.
- 3.16.2 The Tenant may share occupation with one other person if and for so long as the following conditions are satisfied:
- 3.16.2.1 the identity of the other occupier and the terms of the arrangement are first approved by the Landlord;
- 3.16.2.2 the other occupier occupies part of the Property in order to trade from it for the purposes of a trade that is separate from that of the Tenant;
- 3.16.2.3 the other occupier uses the relevant part of the Property only for the Permitted Use or such other use for which the Landlord has first granted its consent;
- 3.16.2.4 the other occupier occupies no more than 50% of the internal floor area of the Property and the Tenant remains in occupation of the remainder of the Property;
- 3.16.2.5 the arrangement is by way of licence, is personal to the parties and does not create any relationship of landlord and tenant; and
- 3.16.2.6 the arrangement is consistent with the terms of this lease and is documented in writing.

3.17 **Charging**

- 3.17.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 3.17.2 The Tenant shall not charge part only of this lease.

3.18 **Prohibition of other dealings**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending

registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

3.19 Registration and notification of dealings and occupation

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

3.19.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

3.19.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

3.19.1.3 the making of any other arrangement for the occupation of the Property.

3.19.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies).

3.19.3 The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly.

3.19.4 Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

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

3.19.5.1 give the Landlord's solicitors notice of the Transaction; and deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors[and

3.19.5.2 pay the Landlord's solicitors a registration fee of £50 (plus VAT).

3.19.5.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

3.20 **Nuisance**

3.20.1 Not to do anything which is or may become a nuisance annoyance inconvenience or disturbance to the Landlord or any owner or occupier of any part of the Building or of neighbouring or adjoining property or which may cause injury or damage to any neighbouring or adjoining property or to the value amenity or character of the Building

3.20.2 Not to keep on the Premises any dangerous or hazardous or specially combustible goods nor to erect nor install on the Premises any machinery which causes noise fumes or vibrations which can be heard smelled or felt outside the Premises

3.21 **Encroachments**

3.21.1 To preserve all easements and rights currently enjoyed by the Premises and without limiting the foregoing not to obstruct or permit to be obstructed any windows lights or other apertures of the Premises or any adjoining property

3.21.2 Not to permit any new window light opening doorway path passage or drain or other trespass encroachment or easement to be made or enjoyed upon over under or against the Premises and if any such trespass encroachment or easement is made or is attempted to be made to give immediate written notice to the Landlord and at the Landlord's reasonable request but at the Tenant's cost to adopt such means and take such steps as the Landlord may reasonably require for preventing any such trespass or encroachment or the acquisition of any such easement

3.22 **Legislation**

3.22.1 To comply in relation to the Premises and the use of them in all respects with the provisions of all Legislation (including without limitation the Planning Legislation) and to keep the Landlord indemnified against all Losses arising out of any failure of the Tenant so to comply

3.22.2 To give to the Landlord as soon as possible:-

- (i) a copy of any notice of any order or proposal under any Legislation received by the Tenant

- (ii) notice of any defect in the Building which might give rise to an obligation on the Landlord

and if so reasonably required by the Landlord but at the Tenant's cost to make or join with the Landlord in making such reasonable objections or representations in respect of any order or proposal as the Landlord may reasonably require

- 3.22.3 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any Legislation incur Losses

3.23 **Town Planning**

- 3.23.1 Not to apply for planning consent under the Planning Legislation except in relation to the Shop Front, Advertising or Ariel's, and then only with the Landlord's agreement (such approval not to be unreasonably withheld or delayed).

- 3.23.2 Not to carry out any Development (as defined in the Planning Legislation)

3.24 **To give Notice**

Within seven (7) days of receiving any notice order or proposal for a notice or order relating to the Premises made given or issued by any government department statutory public local or other authority or any court of law to send a copy to the Landlord and to make or join in making such objections representations or appeals in respect of it as the Landlord may reasonably require

3.25 **Fees**

To pay the Landlord on demand on an indemnity basis all proper fees costs charges and expenses (including legal costs and disbursements and charges payable to any architect or surveyor or bailiff or other agent) which may be incurred by the Landlord in or in reasonable contemplation of:-

- 3.25.1 any application for any consent under the covenants in this Lease whether or not such consent is granted or the application is refused or withdrawn
- 3.25.2 any action taken by the Landlord in abating a nuisance caused by the Tenant its servants agents undertenants or invitees on the Building

- 3.25.3 the preparation and service of any notices and the conduct of any proceedings relating to the Premises under section 146 and/or section 147 of the Law of Property Act 1925 (whether or not any right of re-entry has been waived by the Landlord or the re-entry is avoided by relief granted by the court)
- 3.25.4 any inspection and/or approval by the Landlord of any alterations improvements or reinstatement carried out under **clause 3.9**
- 3.25.5 the preparation and service of any Notice pursuant to **clause 3.6.1** or of a schedule of dilapidations whether or not before the end of the Term or within six (6) months after the end of the Term (but relating in all cases only to dilapidations which arise before the end of the Term)
- 3.25.6 enforcing or requiring the Tenant to remedy any breach of the provisions of this Lease or the recovery or attempted recovery of any Payments

And to keep the Landlord fully and effectually indemnified against all such proper costs claims expenses and demands whatsoever in respect of the same

3.26 **Title Matters and Regulations**

- 3.26.1 To observe and perform the matters contained or referred to in **Schedule 4** in so far as the same relate to the Premises and fully to indemnify the Landlord against all Losses arising out of any breach or alleged breach of them
- 3.26.2 To observe and perform the rules and regulations from time to time made by the Landlord for the proper use and occupation of the Premises and the Building and the exercise of the rights granted by this Lease

3.27 **Indemnities**

To be responsible for and indemnify the Landlord against all Losses resulting from the death or personal injury of any person or damage to third party property and caused directly or indirectly from any default or breach of the Tenant's covenants or the conditions contained in this Lease

4. **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant that:-

4.1 **For Quiet Enjoyment**

The Tenant paying the rents reserved by and performing and observing the covenants on the Tenant's part and the conditions contained in this Lease may quietly enjoy the Premises during the Term without any interruption by the Landlord or any person or persons lawfully claiming under or in trust for the Landlord

4.2 **To Insure**

It will keep the Building insured against the Insured Risks in the full reinstatement value of the Building as determined by the Landlord

5. **PROVISOS**

It is agreed and declared that:-

5.1 **Re-entry**

If any of the following events occurs:-

5.1.1 the whole or any part of the rents reserved by this Lease are in arrear for twenty-one (21) days (whether legally demanded or not); or

5.1.2 the Tenant is in breach of or neglects to perform or observe any of its covenants or the conditions contained in this Lease;

then notwithstanding the waiver of any previous right of re-entry the Landlord or any person or persons duly authorised by it may at any time thereafter re-enter the Premises or any part of them in the name of the whole and hold and enjoy the Premises from that moment as if this Lease had not been made but without prejudice to any right of action or remedy of the Landlord in respect of an earlier breach of any of the Tenant's covenants in this Lease

5.2 **Suspension of Rent**

Whenever Insured Damage occurs and the Premises or any part of them is unfit for use the yearly rent (or a fair proportion of it according to the nature and extent of the damage) will not be payable until the Premises are (or the affected parts are) again fit for use or until two (2) years from the damage whichever is the shorter period and the proportion and the period will be finally and

conclusively determined (in the absence of agreement) by the Landlord's surveyor

5.3 **Termination**

5.3.1 Whenever Insured Damage occurs and the Premises or any part of them remain unfit for use three (3) years after the date upon which it first became unfit either party may at any time within the next three (3) months but not thereafter while the Premises or part of them remain so unfit serve on the other a notice referring to this clause whereupon this Lease will immediately come to an end

5.3.2 Termination under the preceding clause will not affect any rights that either party may have against the other and all insurance money received in respect of the Property will belong to the Landlord

5.4 **No implied easements**

This Lease does not (by implication or otherwise) confer upon the Tenant any rights or privileges not expressly set out in **Schedule 2** to this Lease

5.5 **Tenant's goods left in Premises**

If the Tenant fails to remove any of its property from the Premises within seven (7) days after the end of the Term the Landlord may sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any Losses incurred by it to any third party whose property is sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary is proved) that such property belonged to the Tenant the Landlord will pay or account to the Tenant within fourteen (14) days of written demand for the sale proceeds (but not any interest on them) less any costs of storage and sale properly incurred by the Landlord if the Tenant claims the sale proceeds within six (6) months after the end of the Term but otherwise the Landlord may retain the sale proceeds absolutely;

5.6 **Notices**

Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice or document to be served or given hereunder as if the same were a notice authorised by that Act

5.7 **Compensation**

The Tenant acknowledges that so far as permitted by law neither the Tenant nor any undertenant shall be entitled to claim compensation from the Landlord on quitting the Premises whether under the Landlord and Tenant Act 1954 or otherwise

5.8 **Value Added Tax**

All sums payable by the Tenant under this Lease which may be subject to Value Added Tax are tax exclusive sums and the Value Added Tax is payable by the Tenant as additional rent in addition to such sums

5.9 **Entire understanding**

This Lease embodies the entire understanding of the parties relating to the Premises and to all matters dealt with by any of the provisions of this Lease

5.10 **No warranties**

Nothing in this Lease or in any consent constitutes any warranty by the Landlord that the Premises are authorised under the Planning Legislation or otherwise for use or fit for any specific purpose

5.11 **Right to alter adjoining property**

The Landlord may alter and deal with as it thinks fit any adjoining or neighbouring or nearby property from time to time owned by the Landlord and may erect or permit to be erected on such property any buildings or alter or permit to be altered any existing buildings notwithstanding that such works may affect or obstruct the access of light and/or air enjoyed by the Premises

5.12 **Contracts (Rights of Third Parties) Act 1999**

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

6. **GUARANTEE AND INDEMNITY**

6.1 The provisions of the Schedule apply.

- 6.2 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, within thirty days of that request, enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.
- 6.3 Clause 6.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.
- 6.4 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.
- 6.5 During such time as the Guarantor is Daniel Turner the liability of the Guarantor shall be limited to an amount equal to one year's rent payable from time to time under this Lease (with interest and costs in addition)

THIS LEASE has been executed as a Deed and unconditionally delivered on the date stated in the Particulars

SCHEDULE 1
(The Premises)

ALL THOSE premises known as 69 High Street Westerham Kent TN16 1RE and shown **edged red** for identification only on the plan annexed and which:

1. include:-
 - 1.1 The internal plaster and decorative finishes to all external load bearing and internal partition walls of the Building enclosing the Premises or which separate the Premises from other parts of the Building
 - 1.2 The windows and window frames in the external walls of the Premises
 - 1.3 Any concrete screed or other surface finish to the floors of the Premises and any carpet or other surface or floor finishes therein
 - 1.4 All Service Media Plant sanitary apparatus and fittings within and exclusively serving the Premises

- 1.5 The entrance doors to the Premises the door frames thereof and all internal windows and window frames and all glass therein and in the external windows
- 1.6 The shop front including signage Board on the front elevation of the premises and situated above the shop window and door and below the first floor level.
2. exclude:-
 - 2.1 All the external and other structural and load bearing walls of the Building
 - 2.2 All Service Media (save as provided in **paragraph 1.4** above) now or from time to time during the Term situated within the Premises other than the decorative finishes thereto

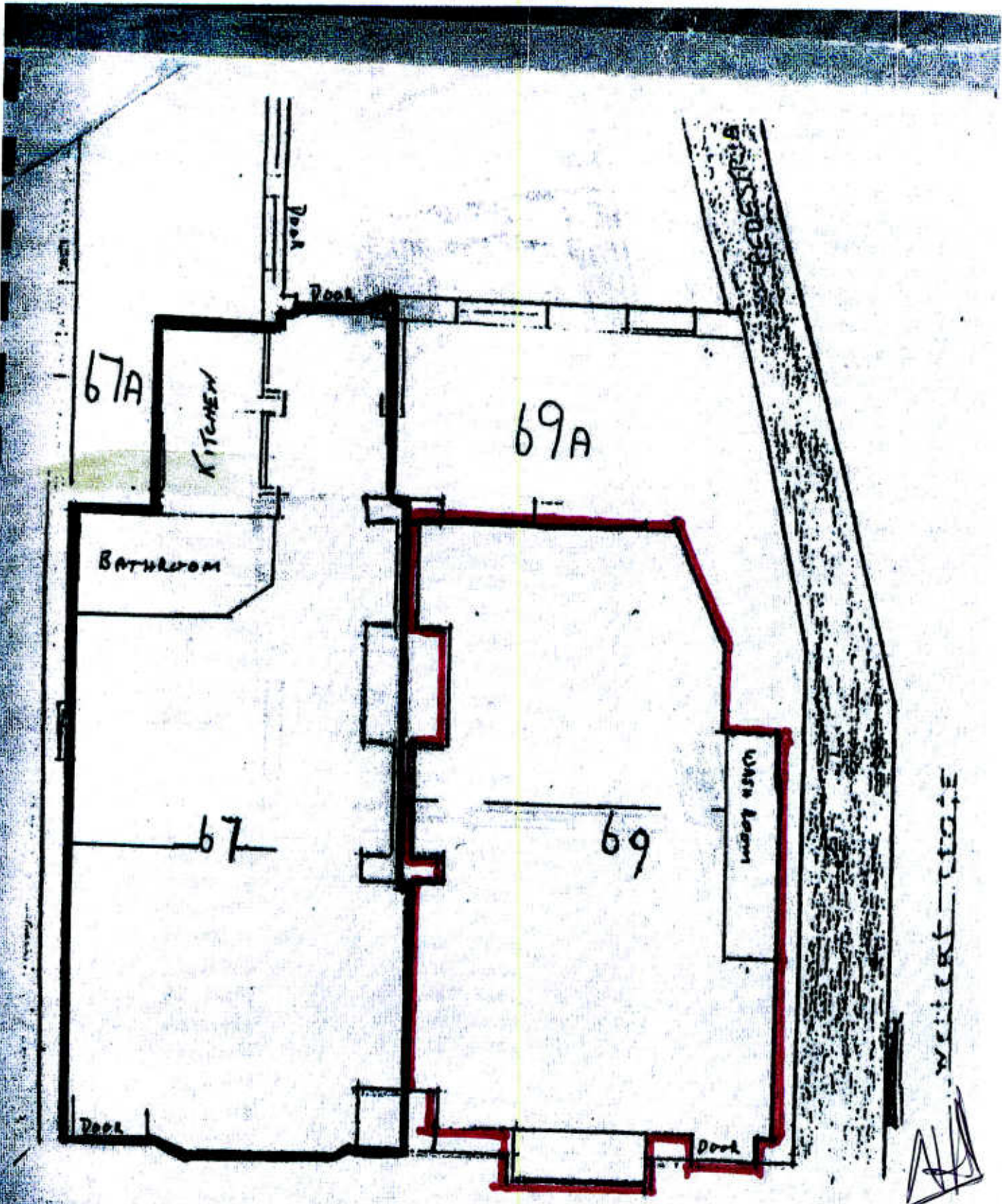
SCHEDULE 2
(Rights Granted)

In common with the Landlord and those authorised by the Landlord and all others having the same right:-

1. The right of ingress and egress to and from the Premises for the Tenant its agents servants and licensees through and by the Common Parts
2. The right of free and uninterrupted use of those Service Media serving the Premises
3. The right in times of fire or other emergency to pass on foot as a means of fire escape over and along the Retained Property

SCHEDULE 3
(Exceptions and Reservations)

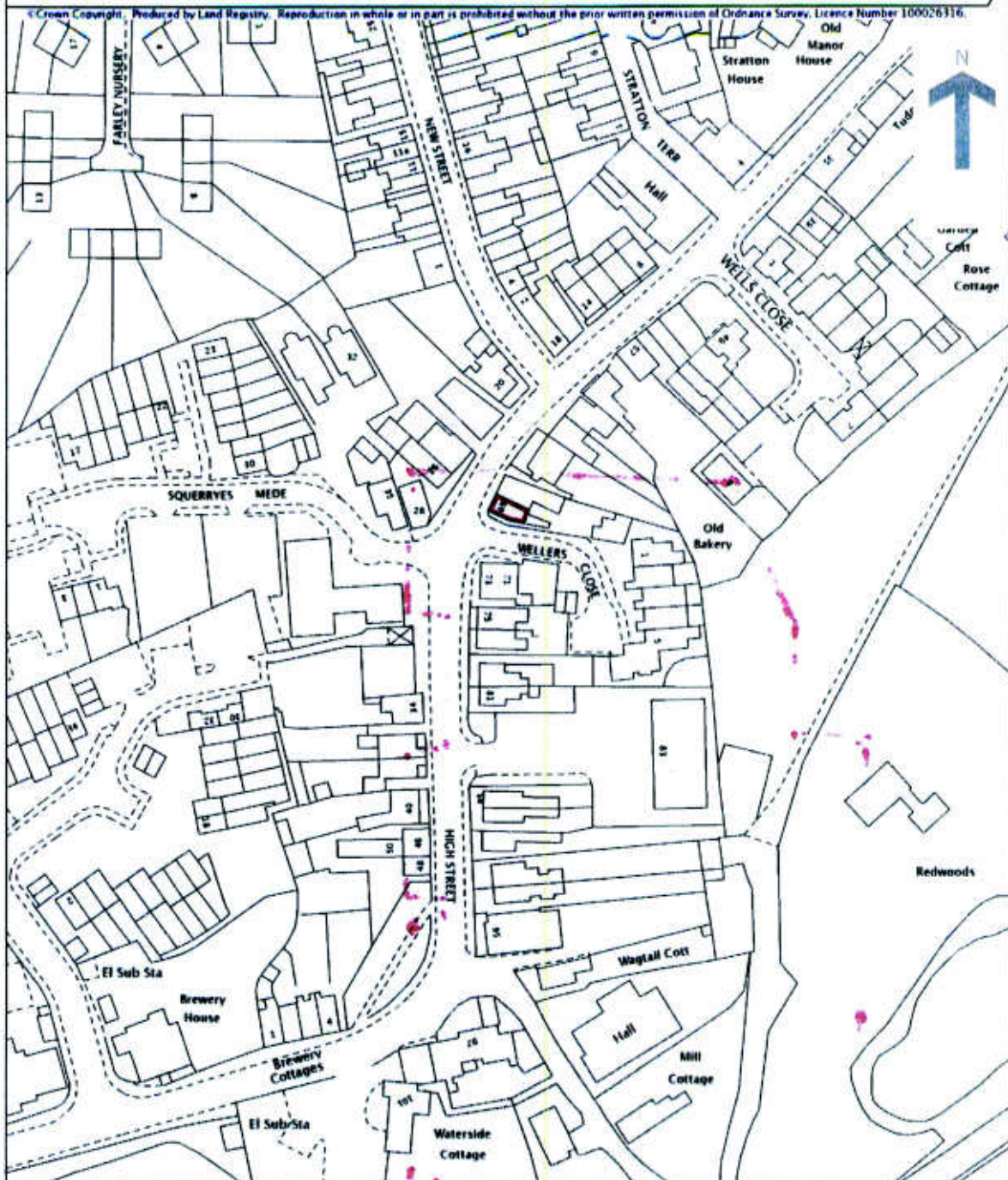
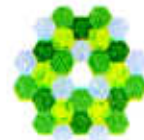
1. The free and uninterrupted passage and running of all Utilities through and use of those Service Media which now are or may at any time during the period of eighty (80) years from the date of this Lease (which shall be the perpetuity period for the purposes of this Lease) be in or passing through any part of the Premises



HIGH STREET

69 GROUND FLOOR PLAN

PLAN NO. 1



This is a copy of the title plan on 15 MAY 2014 at 17:02:17. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

The Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title plans and boundaries.

This title is dealt with by Land Registry, Nottingham Office.

2. The right to enter the Premises from time to time at reasonable times on giving reasonable notice (except in case of emergency) with or without workmen and equipment insofar as reasonably necessary:-
 - 2.1 for the purpose of inspecting repairing cleaning replacing altering or making connections to any Service Media and to affix lay or construct new Service Media from time to time the person so entering making good as soon as practicable thereafter all damage thereby caused to the Premises or any part thereof;
 - 2.2 to alter repair renew rebuild or redevelop any other part of the Building or any other adjoining land belonging to the Landlord or purposes ancillary thereto or reasonably connected therewith the person so entering causing as little damage as possible and making good as soon as practicable thereafter all damage caused to the Premises or any part thereof; and
 - 2.3 in connection with the provision of the Services or the exercise of any of the rights granted to or reserved by the Landlord by this Lease or for which the Tenant covenants to permit the Landlord entry
3. The right to alter or rebuild any existing buildings or erect any new or additional buildings on any other part of the Building or on any other adjoining land belonging to the Landlord notwithstanding any obstruction interruption or diminution which may be thereby caused to the access of light or air to the Premises or any part thereof
4. A right of support and protection for the remainder of the Building now enjoyed against the Premises
5. The right to deviate alter close or stop up any part of the Common Parts
6. All rights of light or air now belonging to or enjoyed by the Premises or which may be acquired by the Premises from or over any adjoining or neighbouring land or buildings and all other rights easements and other matters (if any) now or during the Term benefiting the Landlord's own interest in the Building so far as the same respectively relate to or in any way affect the Premises or any part thereof
7. The right (in case of fire or other emergency only) to pass through the Premises

SCHEDULE 4

(Permitted Use)

Use as A1 Shops within the Town and County Planning (Use Classes) Order 1987 (as amended)

Shops, retail warehouses, hairdressers, undertakers, travel and ticket agencies, post offices (but not sorting offices), pet shops, sandwich bars, showrooms, domestic hire shops, dry cleaners, funeral directors and internet cafes.

A2 Financial and professional services - Financial services such as banks and building societies, professional services (other than health and medical services) including estate and employment agencies and betting offices.

Class A2. Financial and professional services

Use for the provision of —

- (a) financial services, or
- (b) professional services (other than health or medical services), or
- (c) any other services (including use as a betting office) which it is appropriate to provide in a shopping area,

where the services are provided principally to visiting members of the public.

SCHEDULE 5

(Guarantee and indemnity)

1. GUARANTEE AND INDEMNITY
 - 1.1 The Guarantor guarantees to the Landlord that the Tenant shall:
 - (a) pay the rents reserved by this lease 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 Authorised Guarantee Agreement) 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 to indemnify and keep indemnified the Landlord against any failure by the Tenant:
 - (a) to pay any of the rents reserved by this lease 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 Authorised Guarantee Agreement.
2. GUARANTOR'S LIABILITY
 - 2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 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; or
 - (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 Authorised Guarantee Agreement) or in making any demand in respect of any of them; or
 - (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; or
 - (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
 - (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 reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
 - (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; or
 - (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 Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
 - (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; or
 - (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
 - (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 by any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 The liability of each of the persons making up the Guarantor is joint and several.
- 2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.
3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS
- 3.1 The Guarantor shall, 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 Authorised Guarantee Agreement).

- 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 Authorised Guarantee Agreement) whether or not:
- (a) the variation is material or prejudicial to the Guarantor; or
 - (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 Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 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 shall enter into a new lease of the Property on the terms set out in paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect from 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 at 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) and which is subject to review on the same terms and dates provided by this lease; [and]
 - (e) otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor shall 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 shall execute and deliver to the Landlord a counterpart of the new lease within one month after 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 which 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 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to [six] months Annual Rent and the Guarantor shall pay that amount on demand.
5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER
- 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 the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

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 shall 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 shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 6.3 The Guarantor shall 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 reserved by this lease 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 reserved by this lease or to observe and perform the tenant covenants of this lease.

Signed as a **DEED** by
NIGEL JOHN STUART HAIGH)
in the presence of:-)



Witness signature:



Witness name: Sandra Batchela

Witness address: 411 CHIPSTEAD VALLEY ROAD
COULSDON SURREY CR2 3BU

Witness occupation: HAIRSTYLIST

Signed as a **DEED** by
HELEN CLAIRE HAIGH
in the presence of:-

)
) Helen Haigh
)

Witness signature: 

Witness name: SANDRA BATCHELOR

Witness address: 411 CHIPSTEAD VALLEY ROAD
COULSDON, SURREY CR2 3BU

Witness occupation: HAIRSTYLIST