

14/5229

Books of Council and Session

Extract Registered 6 Feb 2014

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**MW PROPERTIES (2) LIMITED
MARTIN MCCOLL LIMITED**



**Registers
of Scotland**

deed extract

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AT EDINBURGH the Sixth day of February Two thousand and fourteen the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

TABLE OF CONTENTS

Clause	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	GRANT OF LEASE	3
3	RENT	4
4	TENANT'S UNDERTAKING	4
5	THE LANDLORD UNDERTAKES TO THE TENANT:	9
6	PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:	9
7	RENT REVIEW	12
8	JURISDICTION	13
SCHEDULE		
Part 1.	14
Part 2	15

3/

1

Registers of Scotland

THIS LEASE is entered into between

MW PROPERTIES (2) LIMITED, a company registered under the Companies Acts with registered number 08772438 and having their registered office at c/o Haffner Hoff, 3rd Floor, Manchester House, 86 Princess Street, Manchester, M1 6NP (the "Landlord")

and

MARTIN McCOLL LIMITED (Company Number 298945) whose registered office is at Martin McColl House, Ashwells Road, Brentwood, Essex, CM15 9ST (the "Tenant")

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease unless the context otherwise requires:-

"Date of Entry" means 2 December 2013 notwithstanding the date or dates hereof;

"Enactment" means an Act of Parliament statutory instrument order or byelaw for the time being in force and shall include any rule regulation scheme plan or direction issued under or deriving authority from any such act instrument order or byelaw and any regulation imposed or notices served by any competent authority and a reference to a particular Enactment shall be deemed to refer to that Enactment as from time to time modified re-enacted or replaced

"Expiry Date" means 1 December 2033;

"Granted Rights" means all rights set out in the title deeds for the Premises

"Insolvency Practitioner" means any receiver, administrator or liquidator appointed in respect of the Tenant;

"Insured Risks" means the risks of fire, lightning, earthquake, explosion, aircraft or articles dropped therefrom (other than hostile aircraft) and other aerial devices, riot, civil commotion, malicious damage, terrorism, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, impact by vehicles or animals;

"Interest Rate" means the base lending rate for the time being of Barclays Bank plc;

"Invitees" includes employees, agents, visitors and licensees and any other person for whom the Tenant is responsible in Law;

"Landlord" means the party designed as the Landlord herein or its successors whomsoever to the Landlord's part of this Lease;

"Parties" means the Landlord and the Tenant;

"Period of the Lease" means the Term together with any continuation thereof (whether by tacit relocation, under an Act of Parliament or for any other reason);

"Permitted Use" means retail shop within Class 1 of the Schedule to the Town & Country Planning (Use Classes) (Scotland) Order 1997, and if required by the Tenant use for an automated telling machine and as a hot food takeaway;

"Planning Acts" means the Planning etc (Scotland) Act 2006, Town and Country Planning (Scotland) Act 1997, the Local Government and Planning (Scotland) Act 1982, the Planning

Registers of Scotland

(Listed Buildings and Conservation Areas) (Scotland) Act 1997, The Planning (Hazardous Substances) (Scotland) Act 1997 and The Planning (Consequential Provisions) (Scotland) Act 1997 and any future legislation of a similar nature;

"Premises" means ALL and WHOLE means the subjects known as and forming the former NAAFI Site, 49-51 Sherbrooke Road, Rosyth, Fife KY11 2AT (which subjects form part and portion of one of the two areas of ground extending in total to 820.614 acres at Rosyth in the County of Fife more particularly delineated in red and also partly coloured blue on the plan annexed and signed as relative to Notice of Title by the Secretary of State for Defence recorded in the General Register of Sasines applicable to the County of fife on 12 April 1995) including the minerals so far as belonging to the Seller;

"Rent" means annual rent of THIRTY EIGHT THOUSAND POUNDS (£38,000) STERLING per annum (exclusive of any Value Added Tax payable thereon) as may be reviewed from time to time in accordance with the provisions of this Lease;

"Rent Payment Date" means the first day of each calendar month during the Period of this Lease;

"Reserved Rights" means:

- (a) the right upon reasonable prior written notice to enter (or in an emergency without notice) the Premises in order to:-
- (b) inspect or view the condition of the Premises
- (c) carry out work upon any adjacent premises and
- (d) to carry out any repairs or other work which the Landlord must or may carry out under the provisions of this Lease or to do any other thing which under the said provisions the Landlord may do and in the exercise of such right causing as little damage or disturbance to the Tenant as reasonably possible and making good any damage so caused to the Premises and the Tenant's fixtures and fittings and stock (the Tenant being under an obligation to take reasonable steps to protect same) as soon as practicably possible.

"Review Dates" means 2 December in each of the years 2018, 2023, and 2028 and thereafter on every fifth anniversary of the Date of Entry throughout the Period of this Lease each being a "Review Date";

"Schedule" means the Schedule in two parts annexed and executed hereto;

"Tenant" means the party designed as the Tenant herein and its permitted assignees and in the case of an individual shall include his personal representatives;

"Term" means 20 years from and including the Date of Entry until and including the Expiry Date;

"Value Added Tax" means value added tax as provided for in the Value Added Tax Act 1994 and any similar or turnover tax replacing or introduced to replace VAT

1.2 Interpretation

Save to the extent that the context or the express provisions of this Lease requires otherwise, in this Lease:-

- (a) words importing any gender shall include all other genders;

3

Registers of Scotland

. 3

- (b) words importing the singular number only shall include the plural number and *vice versa*;
- (c) where at any one time there are two or more persons included in the expression the "Tenant" obligations contained in this Lease which are expressed to be made by the Tenant shall be binding jointly and severally on such individuals and their respective executors and representatives whomsoever without the necessity of discussing them in their order;
- (d) in the case where the Tenant is a firm or partnership the obligations of the Tenant hereunder shall be binding jointly and severally on all persons who are or become partners of the firm at any time during the Period of this Lease and their respective executors and representatives whomsoever as well as on the firm and its whole stock, funds, assets and estate without the necessity of discussing them in their order and such obligations shall subsist and remain in full force and effect notwithstanding the dissolution of the firm or partnership or any change or changes which may take place in the firm or partnership whether by the assumption of a new partner or partners or by the retiral, bankruptcy or death of any individual partner or by a change in the firm name;
- (e) words importing persons include corporations and vice versa;
- (f) references to this Lease or to any other document shall be construed as reference to this Lease or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- (g) reference to the Parties shall be (save where the reference specifies otherwise) construed as reference to the parties to this Lease at that time;
- (h) any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Lease;
- (i) unless expressly stated to the contrary in this Lease, reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- (j) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words;
- (k) the terms "subsidiary" and "holding company" have the meanings given to such expressions in Section 1159 of the Companies Act 2006

1.3 Headings

The headings in this Lease are included for convenience only and shall be ignored in construing this Lease

1.4 Whole Lease

The Schedule forms part of this Lease and have effect as if set out in full in the body of this Lease. Any reference to this Lease includes the Schedule

2 GRANT OF LEASE

4

Registers of Scotland

The Landlord in consideration of the Rent and other obligations specified in this Lease lets to the Tenant the Premises and the Landlord's fixtures and fittings in the Premises TOGETHER with the Granted Rights excepting and reserving to the Landlord the Reserved Rights for the Term.


- 2.1 The Tenant accepts the Premises in their present condition notwithstanding all (if any) latent or inherent defects or other defects and is satisfied in all respects that the Premises are fit for the purpose for which they are let

3 RENT

- 3.1 The Tenant must pay the Rent to the Landlord (without deduction or abatement except if the Rent is abated in terms of Clause 6.3 of this Lease) in each year during the Period of the Lease by 12 equal monthly instalments in advance on the 1st day of each month by standing order should the Landlord so require. The first such payment shall be made on or before the Date of Entry, being calculated proportionately from the Date of Entry to the next following Rent Payment Date
- 3.2 By way of further rent, (insofar as payment of the insurance premiums due by the Tenant are concerned), the Tenant must also pay to the Landlord on demand all sums payable by the Tenant to the Landlord under the provisions of this lease, in particular:
- 3.2.1 all of such reasonable sum or sums as shall from time to time be expended by the Landlord in insuring the Premises and the Landlord's fixtures and fittings therein of an insurable nature against the Insured Risks and all boilers and heating apparatus therein and plant used in connection with such boilers against the risk of explosion and in effecting or maintaining insurance in such sum or sums as the Landlord shall think fit indemnifying the Landlord against third party and Premises owner's risks in respect of the Premises and any liability which the Landlord may incur by reason of the condition of the Premises
- 3.2.2 Such reasonable sum as shall from time to time be expended by the Landlord in insuring or causing to be insured the Premises against loss of the Rent for a period of not less than three years taking into account any potential increase in the Rent under the provisions of this lease
- 3.2.3 Any reasonable costs that the Landlord reasonably incurs in obtaining a valuation of the Premises for insurance purposes, such valuation to be carried out not more frequently than once in every five years of the Term
- 3.2.4 To pay or repay to the Landlord and discharge all rates taxes duties charges assessments impositions and outgoings whether parliamentary parochial local or of any other description which are payable in respect of the Premises except for any tax which is payable in respect of or arises out of:
- 3.2.4.1 the rents payable under this Lease (other than any value added tax lawfully payable thereon)
- 3.2.4.2 the grant of this Lease
- and indemnify and keep indemnified the Landlord against any non-payment of same

4 TENANT'S UNDERTAKING

The Tenant undertakes to the Landlord:

- 4.1 To keep the Premises (including such part (if any) thereof as shall not be built upon) in good and substantial repair and condition and to maintain, repair, reinstate or renew the same throughout the Term (damage by any of the Insured Risks only excepted save to the extent to which the payment of a claim by the Landlord is refused by the insurers in whole or in part
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Registers of Scotland

as the result of any act, omission, neglect or default of the Tenant or any sub-tenant or any licensee, servant or agent of the Tenant or any sub-tenant) save for work required to remedy damage, destruction or disrepair caused by:

- 4.1.1 any breach by the Landlord of his obligations (express or implied) under this Lease
- 4.1.2 any of the Insured Risks save to the extent to which payment of a claim by the Landlords is refused in whole or in part as a result of any act, omission, neglect or default of the Tenants or any sub-tenants or any licensee, servant, or agent of the Tenants or any sub-tenants)
- 4.2 To keep the Premises in a clean and tidy condition and properly cleansed and in particular to clean all the windows (both inside and out) and all glass on the Premises at least once every month
- 4.3 To repair and cleanse and maintain and to keep repaired, cleansed and maintained and free from obstruction and weeds all surfaces belonging to and forming part of the Premises
- 4.4 To repair or replace forthwith by articles of similar kind and quality any fixtures fittings or plant and equipment (other than tenants fixtures and fittings) upon or in the Premises which shall become in need of repair or replacement
- 4.5 To keep the Premises equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all Enactments or required by the insurers of the Premises or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipments and alarms properly maintained and available for inspection
- 4.6 Subject to the proviso in clause 4.1 above in every fifth year computed from the Date of Entry to prepare and paint with two coats of paint of good quality or otherwise treat as the case may require all external parts of the Premises which have previously been or usually are or ought to be or require to be painted or otherwise treated respectively, including signage, and also as often as shall be necessary to clean wash down point make good and restore the exterior finishes of the exterior of the Premises, including signage, and in every seventh year computed from the Date of Entry to prepare and paint with two coats of paint of good quality redecorate or paper with paper of good quality or otherwise treat as the case may be all internal parts of the Premises which have previously been or usually are or ought to be so painted decorated papered or treated and to wash down all tiles glazed bricks and similar washable surfaces all such works to be carried out in a good and workmanlike manner
- 4.7 Not to do, omit or permit to be done any act or thing which may obstruct or damage the drainage system of the Premises or any part thereof nor to deposit or permit the escape of trade effluent or other noxious or deleterious materials into such drainage system, save for any conduits or tanks designed for that purpose
- 4.8 At the expiration or sooner determination of the Term peaceably and quietly to yield up the Premises and the Landlord's fixtures and fittings in the Premises together with all additions and improvements (but excluding Tenant's fixtures and fittings) to the Landlord in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of all the Tenant's obligations contained in this Lease, and to reinstate all alterations and additions to the Premises (but excluding Tenant's fixtures and fittings) carried out by the Tenant
- 4.9 To observe and comply in all respects with all and any Enactments so far as they or it shall relate to or affect the Premises or its use
- 4.10 In relation to the Planning Acts:

Registers of Scotland

- 4.10.1 At the expense in all respects of the Tenant, to comply in all respects with the provisions and requirements of the Planning Acts relating to the Premises and the use of the Premises and all licences, consents, permissions and conditions granted to the Tenant or imposed on the Tenant or the Premises under the Planning Acts relating to or affecting the Premises or any part of the Premises or any operations works acts or things already or to be carried out executed done or omitted on the Premises or the use of the Premises for any purpose
- 4.10.2 So often as occasion shall require at the expense in all respects of the Tenant to obtain from (as the case may be) the local planning authority or the appropriate government department all such licences, consents, building warrants and permissions as may be required for the carrying out by the Tenant of the Permitted Use and any operations on the Premises or the institution or continuance by the Tenant on the Premises of any use which may constitute development within the meaning of the Planning Acts and any statute.
- 4.10.3 To pay and satisfy any charge that may at any time be imposed under the Planning Acts in respect of the carrying out or maintenance by the Tenant on the Premises of any such operations or the institution or continuance by the Tenant of any such use
- 4.10.4 Notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to or change of use of the Premises being an alteration or addition or change of use for which planning permission under the Planning Acts needs to be obtained or carry out any development (as defined by the Planning Acts) on or to the Premises without first obtaining the Landlord's consent to the application for, and if such consent is granted applying for, such planning permission
- 4.10.5 To indemnify and keep indemnified the Landlord against any liability resulting from any contravention of the provisions of the Planning Acts or any statute
- 4.11 To permit the Landlord and his surveyor or agent with or without workmen and others at all reasonable hours during the daytime on reasonable notice, being not less than 48 hours (except in emergency when no notice shall be required), being given to enter the Premises or any part of the Premises to ensure that nothing has been done in the Premises that constitutes a breach of any of the Tenant's obligations or undertakings contained in this Lease or to view and examine the state and condition of the Premises or to take inventories of the fixtures and fittings in the Premises or to make any inspection for the purpose or any statute for the time being affecting the Premises or any review of the Rent or any renewal of this Lease as often as occasion shall require, the person so entering the Premises causing as little damage and disturbance as reasonably possible and making good in a reasonable manner all damage caused to the Premises
- 4.12 To permit any independent surveyor or arbitrator who may be appointed for the purpose of any review of the Rent under the provisions contained in this Lease to enter the Premises at reasonable hours in the daytime upon reasonable prior notice in order to inspect the same
- 4.13 To rectify all breaches of Tenant's obligations and wants of repair or decoration for which the Tenant may be liable under the obligations contained in this Lease of which notice shall have been given by the Landlord to the Tenant within two calendar months (or sooner in case of emergency) after the giving of such notice AND if the Tenant shall at any time make default in the performance of this obligations it shall be lawful for (but not obligatory upon) the Landlord (but without prejudice to his right of irritancy or any other right or remedy available to the Landlord under this Lease or otherwise) to enter upon the Premises and to carry out and execute such works as may be required to repair and redecorate the Premises in accordance with such obligations and the Tenant shall repay to the Landlord forthwith on demand all expenses properly incurred (including any legal costs, surveyors fees and other similar expenses) by the Landlord in respect of such works.
- 4.14 To permit the Landlord or his agents at any time (in the case of a proposed sale of the Landlord's interest in the Premises) or within six calendar months next before the expiration or sooner determination of the Term to fix and retain without interference upon any suitable

7

Registers of Scotland

part or parts of the Premises a notice board or notice boards for reletting or selling the Premises in such a position as not to obstruct any means of access to the Premises or the flow of light and air to the Premises and not to restrict or impede the full use and enjoyment of the Premises by the Tenant and in the case of a notice board for selling the Landlord's interest so worded as to make it clear that the Tenant's interest and the business carried on there are not for sale

- 4.15 To pay to the Landlord all proper costs charges and expenses (including legal costs and fees payable to a surveyor or architect) which may be properly incurred or payable by the Landlord in taking any steps to recover any arrears of the Rent or other sums due under this Lease or the enforcement of any of the obligations contained in this Lease or the preparation and service no later than 3 months after termination of the Term of all notices and schedules relating to wants of repair to the Premises and of agreeing such schedules with the Tenant or any proceedings relating to the Premises
- 4.16 Not to do or omit or suffer to be done or omitted any act, matter or thing whatsoever the doing or omission of which would make void or voidable the policy of insurance effected by the Landlord in accordance with his obligations herein contained or cause the premium payable in respect of any such insurance to be increased unless the Tenant shall have first obtained the consent of the Landlord to the same and pay any increase in such premium
- 4.17 In the event of the Premises or any part of the Premises or any fixture or fitting therein insured by the Landlord being destroyed or damaged by any of the Insured Risks and the insurance money under any policy of insurance effected by the Landlord being wholly or partly irrecoverable by reason of any act or default of the Tenant or any Invitee to pay to the Landlord the whole or (as the case may require) the irrecoverable part of the insurance money immediately upon demand
- 4.18 Not to make any structural alteration or addition whatsoever to or on the Premises without the prior written approval of the Landlord such approval not to be unreasonably withheld or delayed PROVIDED that the Tenant may without approval or consent from the Landlord execute and carry out the following alterations to the Premises in a good and workmanlike manner to the reasonable satisfaction of the Landlord and in accordance with all relevant statutory requirements:
 - 4.18.1 internal non-structural alterations
 - 4.18.2 alterations to the fascia and fascia boards and fascia illumination and the Tenant's signage
 - 4.18.3 alterations to the internal shop fittings and lighting
 - 4.18.4 renewal of wearing surface of floors and the provision of doormat wells
 - 4.18.5 install erect and maintain from time to time upon any suitable part of the exterior or interior of the Premises an "ATM" machine or any similar machine replacing the same ("ATM Machine") and carry out any necessary alterations to the Premises necessary for such purpose
 - 4.18.6 installation and replacement of all necessary machinery and equipment including aerials satellite dishes equipment for air conditioning and refrigeration which shall be necessary to enable the Premises to be used for the Permitted Use
- 4.19 To obtain any necessary licences or consents in respect of the Permitted Use
- 4.20 Not to use or permit to be used the Premises except for the Permitted Use and in particular not at any time to use the Premises or permit the Premises to be used for any illegal purpose

Registers of Scotland

- 4.21 Not to do or permit or suffer to be done on the Premises or any part thereof anything which shall or may cause damage injury or danger to the Landlord or the owners, lessees or occupiers of any adjoining property or persons having business with them
- 4.21.1 To take all necessary steps to prevent and not to permit any new window, light, opening, doorway, path, passage, drain, or other encroachment or servitude right to be made or acquired in to against over or upon the Premises and in case any such window, light, opening, doorway, path, passage, drain or other encroachment or servitude right shall be made or threatened or attempted to be made or any such right or encroachment shall be acquired or attempted or threatened to be acquired then forthwith to give notice in writing thereof to the Landlord and to do at the request and cost of the Landlord all such things as may be reasonably required for the purpose of preventing the making or continuance of such encroachment or the acquisition of such servitude right
- 4.21.2 Not to obstruct any means of access or egress to the Premises nor acknowledge that the flow of light or air to the Premises or the means of access or egress from the Premises is enjoyed with the consent of any third party
- 4.22 Not to sell goods by auction or permit or suffer any sale by auction to be held within or upon the Premises
- 4.23 Not to assign mortgage sub-let or charge part only of the Premises except that one sublease of part of the Premises at any time shall be permitted subject to compliance with Clause 4.24
- 4.24 Not to assign or sub-let the whole of the Premises, or sublet any part of the Premises, save with the Landlord's previous consent in writing such consent not to be unreasonably withheld or delayed or granted subject to unreasonable conditions PROVIDED that such consent for an assignation of the Premises by the Tenant may be granted subject to the conditions (specified for such purposes) set out in Part 1 of the Schedule and PROVIDED FURTHER that such consent for a sub-letting of the Premises by the Tenant may be granted subject to the conditions set out in the Part 2 of the Schedule (provided that, in the case of a sublease of part(s) of the Premises, references in Part 2 of the Schedule to the Premises shall be read as references to the relevant part(s) of the Premises so sublet, and the rent for the relevant part(s) of the Premises so sublet shall be the open market rent for such part(s) and provided also that at any time there shall be no more than three subleases of parts of the Premises) and, in each case, subject to such further conditions in so far as they are reasonable,
- 4.25 Notwithstanding the terms of clauses 4.23 and 4.24 the Tenant may without consent from the Landlord:
- 4.25.1 share possession of the whole or any part of the Premises with any company which is the holding company or a subsidiary of the Tenant or a subsidiary of such a holding company (as the terms "subsidiary" and "holding company" are defined in S.1159 of the Companies Act 2006) PROVIDED that no relationship of landlord and tenant is created and that notice of any such sharing of possession, and cessation of same, shall be promptly given to the Landlord
- 4.25.2 permit the operation of any ATM Machine permitted by Clause 4.18 of this Lease by any third party on such terms as shall ensure that no relationship of landlord and tenant shall be created by any such permitted operation
- 4.26 To give or cause to be given notice in writing of every assignation, mortgage, charge, sub-letting or any dealing with the Tenants interest in or sharing of possession of the Premises whatsoever and to deliver or cause to be delivered to the Landlord one extract or certified copy of any document effecting such dealing within 28 days after its execution and to pay a registration fee of £40.00 plus VAT or such higher fee as the Landlord's solicitors may reasonably require

9

Registers of Scotland

- 4.27 The Tenant will pay for all water, electricity, gas and other services consumed on the Premises and will pay all standing or other related charges and will observe and perform all regulations made by the relevant authorities in respect of such services and will indemnify and keep indemnified the Landlord at all times in respect of the non-payment of the water, electricity, gas or other service charges or non-observance or non-performance of all or any of those regulations in respect of the Premises during the Period of the Lease
- 4.28 During the Period of the Lease to observe and comply with all agreements, obligations, real burdens, conditions and others contained or referred to in the title deeds of the Premises and indemnify the Landlord against any breach by the Tenant of any such title conditions affecting the Premises
- 4.29 At all times during the Period of the Lease at the Tenant's own expense to observe and comply with all respects with any provisions and requirements of any Enactment or as shall be prescribed or required by any competent authority relating to or affecting the Premises or the Landlord or the Tenant thereof or any additions or improvements thereto or any internal arrangements thereof or the user thereof for any purposes or the employment therein of any person or persons or any fixtures, machinery, appliances, furniture or equipment for the time being affixed thereto or being therein
- 4.30 To keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Premises) arising from any breach of any of the obligations on the Tenant's part in this lease, or any act or omission of the Tenant in breach of the obligations on the Tenant's part in the lease, any undertenant or their respective workers, contractors or agents or Invitees or any other person on the Premises with the actual or implied authority of any of them

5 THE LANDLORD UNDERTAKES TO THE TENANT:

- 5.1 That the Tenant paying the Rent and observing and performing the obligations on its part contained in this Lease shall and may quietly enjoy the Premises during the Term without any interruption by the Landlord or persons lawfully claiming under the Landlord
- 5.2 To insure the Premises and the Landlord's fixtures and fittings therein of an insurable nature in the sum likely to be incurred in rebuilding or reinstating the Premises against loss or damage caused by the Insured Risks (including irrecoverable value added tax architect's surveyor's solicitor's and engineer's fees and the cost of making safe clearing and preparing the site) and to insure the Premises against loss of rent for a period of not less than three years AND further that in case of destruction of or damage to the Premises or any part or parts thereof by any of the Insured Risks unless payment of the insurance money or any part thereof shall be refused in whole or in part by reasons solely or in part of any default of the Tenant or any tenant deriving title under the Tenant or their agents, employees, Invitees or any other person under their control to make and diligently pursue a claim under such insurance and subject to the Landlord being able to obtain any necessary planning consents and all necessary licences, approvals and consents forthwith to the layout of the net proceeds of such insurance (less the amount received in respect of loss of rent) to rebuild, repair, reinstate the Premises, as the case may be and making good any shortfall
- 5.3 From time to time at the request and cost of the Tenant to provide the Tenant with full details of such policy or policies of insurance effected by the Landlord and evidence of payment of the current premium or premiums
- 5.4 To provide the Tenant with full details of any notices or demands received from the factors (if any) of the building of which the Premises form part, or otherwise, in relation to common parts of the said building, as soon as reasonably practicable after receipt by the Landlord, and to follow the Tenant's reasonable directions as to voting, the grant of approvals and the exercise of other rights of the Landlord under the Deed of Conditions

6 PROVIDED ALWAYS AND IT IS HEREBY AGREED that:

10

Registers of Scotland

6.1 Subject to the provisions of Sections 4, 5 and 6 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985, if the rent herein provided for or any part thereof or any other sum due under this Lease shall at any time be in arrear for 21 days or more (whether demanded or not) or if there shall be any breach of any of the undertakings on the part of the Tenants contained in this Lease or if the Tenant shall become apparently insolvent or shall make any arrangement with creditors or shall suffer any diligence to be levied on the Premises or the contents thereof or if the Tenant (being a company) shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purpose of amalgamation or reconstruction) or suffer an Insolvency Practitioner to be appointed or the Tenant (being an individual acting on his own) dying during the Period of the Lease, then and in any such case it shall be lawful for the Landlords at any time thereafter by notice in writing to bring this Lease to an end immediately and to enter the Property and repossess and enjoy the same as if this Lease had not been granted but without prejudice to any right of action or remedy of the Landlords in respect of any previous breach of any of the undertakings by the Tenants contained in this Lease; Provided that:

- (a) in the case of a breach which is capable of being remedied the Landlord shall not be entitled to terminate this Lease as aforesaid until it shall first have given notice of the breach to the Tenant and to every creditor in any then existing standard security affecting this Lease which has been notified to the Landlord prescribing a time which in the opinion of the Landlord is reasonable in the circumstances within which such breach must be remedied and the Tenant or any such creditor shall have failed to remedy the breach within the time limit prescribed in the notice (declaring that where the breach is the failure to pay any sum of money a reasonable time shall be a period of twenty one days); and
- (b) in the case of the Tenant going into liquidation or suffering an Insolvency Practitioner or trustee to be appointed the Landlords after receipt of the aftermentioned personal undertaking shall allow the Insolvency Practitioner and any such creditor or trustee as aforesaid a period of six months in which to dispose of the Tenant's interest under this Lease and shall only be entitled to terminate this Lease if the Insolvency Practitioner or such creditor or trustee as the case may be shall have failed to dispose of the Tenant's interest at the end of the said period, provided always that the Insolvency Practitioner or such creditor or trustee as the case may be shall:
 - (i) personally accept and implement full responsibility for payment of the rents and all other sums of money (whether due in respect of the period of time before or after the date of appointment of the Insolvency Practitioner) and for performance of all other obligations of the Tenant under this Lease from the date of liquidation, receivership or administration or appointment of a trustee as the case may be to the earliest of (a) the date of a permitted disposal of the Tenants' interest under this Lease; (b) the expiry of the said period of six months; and (c) the date of the Landlord bringing this Lease to an end; and
 - (ii) deliver to the Landlords a validly executed personal undertaking to the foregoing effect (in a form and in terms acceptable to the Landlord acting reasonably) within twenty eight days after the date of liquidation or the date of appointment of the Insolvency Practitioner or trustee; and
 - (iii) the Landlords shall deal with any request for consent to assign this Lease made by such Insolvency Practitioner or creditor or trustee as the case may be in the same manner as if the request had been made by the Tenants

6.2 *Rei Interitus* not to apply

11

Registers of Scotland

- 6.2.1 Except as provided in Clause 6.3 this Lease will not be terminated by reason of any damage to or destruction of the Premises or any part of them but will remain in full force and effect and last for the Term
- 6.2.2 Subject to Clause 6.2.3, if the Premises are destroyed or damaged by any of the Insured Risks and are not repaired or reinstated in accordance with Clause 5.2 within a period of three years from the date of such damage or destruction either party may terminate this Lease by giving notice to that effect to the other party at any time with immediate effect after the expiry of the three year period. In connection with the notice:
- (a) any notice given after the date upon which the Premises have been repaired or reinstated in accordance with Clause 5.2 will be ineffective;
 - (b) (subject to (a) above) the date of termination of this Lease will be the date of service of the notice; and
 - (c) all insurance monies will be paid to the Landlord and the Tenant will have no claim on the insurance monies immediately on the giving of the notice
- 6.2.3 The provisions of Clause 6.2.2 will not apply if:
- (a) the relative policy of insurance has been invalidated or payment of the insurance monies refused in whole or in part as a consequence of any act or default of the Tenant;
 - (b) a written demand has been made to the Tenant by the Landlord in terms of Clause 4.17 and has not been met in full by the Tenant within the timescale set out in the written demand
- 6.3 In the event of the destruction of or damage to the Premises by any of the Insured Risks so as to render the Premises wholly or partially unfit for occupation and use by the Tenant then (to the extent that the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy monies refused as a result of any act neglect or default on the part of the Tenant and any of its Invitees or sub-tenants) the Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises is rebuilt or reinstated fit so as to render the Premises fit for occupation and use and any dispute as to the operation of this clause shall be determined by an arbitrator to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors (Scottish Branch) upon the application of either party
- 6.4 If at any time during the Period of this Lease any instalment of the Rent or any other money which may become payable by the Tenant to the Landlord under any of the provisions of this Lease at any time or times shall not be paid within 14 days of the due date (whether such rent or other money has been formally or legally demanded or not) shall (without prejudice to the Landlord's right of re-entry or any other right or remedy of the Landlord) as from the due date until paid bear and carry interest and the Tenant accordingly undertakes with the Landlord that in such circumstances and during such period or periods the Tenant will pay to the Landlord interest (as well after as before any judgment) on any such unpaid amount at the rate of 4.00 per cent per annum above the Interest Rate for the time being prevailing
- 6.5 All sums reserved or payable by the Tenant under this Lease during the Term whether by way of reimbursement to the Landlord or otherwise shall be exclusive of VAT and if VAT or any other tax shall be or become payable on or in respect of any such sum such tax shall be paid or reimbursed by the Tenant in addition to the sum on or in respect of which such tax is payable upon production of a valid VAT invoice in favour of the Tenant

Registers of Scotland

- 6.6 Any notice under this Lease shall be in writing and may be served on the party on whom it is to be served either personally or by leaving it for them at the Premises (if served upon the Tenant) or at their registered office (if a company) or last known place of business or abode or by sending it by registered post or the recorded delivery service to the Premises (if served upon the Tenant) or to such office or place and in the case of a notice to be served on the Landlord it may be served in like manner upon any agent for the Landlord duly authorised in that behalf PROVIDED ALWAYS that any notice addressed to "the Landlord" or "the Tenant" and served in accordance with the provisions of this sub-clause shall be deemed valid notwithstanding that it did not give the name of the Landlord or Tenant as the case may be AND PROVIDED FURTHER that so long as the Tenant shall be the said Martin McColl Limited any notice required under the terms of this Lease to be served on or given to the Tenant shall be despatched to the Tenant at its registered office or at such other address as may from time to time be notified by the Tenant to the Landlord by first class pre paid recorded delivery post in a sealed envelope marked "for the attention of the Estates Manager". Any notice or document of the kind referred to in this sub-clause if sent by registered post or through the recorded delivery system addressed to any address referred to in this sub-clause shall be deemed to have been sufficiently served 48 hours after the time of posting or (if that is not a business day) at 9.00 hours the first business day thereafter (except in the event of service at the Premises and the Premises having been damaged, destroyed or not occupied by the Tenants)
- 6.7 Nothing herein shall render the Landlord or the Tenant liable in respect of any obligations hereinbefore contained if so and so far as only as a performance and observance of such obligations or any one or more of them shall hereinafter become impossible or illegal under or by virtue of the provisions of the Planning Acts, and the sums payable to the Landlord under this Lease shall not determine by reason only of any change, restriction of use of the Premises, obligations or requirements hereafter to be made or imposed under or by virtue of any Planning Act
- 6.8 Nothing in this Lease contained shall imply or warrant that the Premises may in accordance with the Planning Acts be used for the purposes herein authorised and the Tenant hereby acknowledges that the Landlord has not given or made at any time any representation of warranty that any such use is or will remain a permitted use under the Planning Act
- 6.9 Notwithstanding anything herein contained the Landlord and all persons authorised by it shall have power without obtaining any consent from or making any compensation to the Tenant to do as it or they may think fit with any nearby premises and to erect or suffer to be erected thereon or any part thereof any building whatsoever and to make any alterations or additions thereto and in so doing shall cause as little interference and obstruction to the Premises as reasonably practicable and will, as soon as reasonably practicable, make good any damage caused to the Premises
- 6.10 The Landlord grants warrandice.

7 RENT REVIEW

- 7.1 With effect from each Review Date the yearly rent payable in terms of Clause 3.1 shall be increased to such an amount as shall be calculated in accordance with the following formula:

$$A = B \times C$$

In each case where:

A = the Revised Rent

B = the rent payable immediately prior to the Date of Review

C = 1.10408

13

Registers of Scotland

13

- 7.2 If at any Review Date the Landlord shall be obliged legally to comply with any Act of Parliament dealing with the control of rent and which shall restrict or modify the Landlord's right to revise the rent payable in terms of Clause 3.1 in accordance with the terms of this Lease or which shall restrict the right of the Landlord to demand or accept payment of the full amount of the rent payable in terms of Clause 3.1 for the time being payable under this Lease then the Landlord shall on each occasion that any such enactment is removed, relaxed or modified, be entitled on giving not less than three months' notice in writing to the Tenant expiring after the date of each such removal, relaxation or modification to introduce an Intermediate Review Date and the rent payable hereunder from an Intermediate Review Date to the next succeeding Review Date or Intermediate Review Date (whichever shall first occur) shall be determined in like manner as the rent payable from each Review Date as hereinbefore provided (namely, based on increases in rent calculated at a rate of 2% per annum (compounded)).

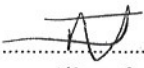

8 JURISDICTION

This Lease is to be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties is to be determined in accordance with the Law of Scotland

The parties consent to the registration of this Lease and of any certificate issued under it for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding twelve pages and the Schedule in 2 parts are executed as follows:

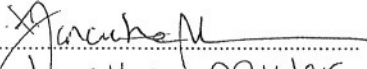
SUBSCRIBED for and on behalf of MW PROPERTIES (2) LIMITED

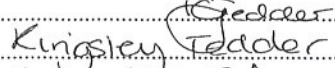
at MANCHESTER
on the 22nd day
of JANUARY 2014
by


..... Director
JACOB HALPERN Full Name

..... Director Witness signature
Joseph Lewenski Full Name
59 Bishops Rd, Prestwich, Address
M25 0HS

SUBSCRIBED for and on behalf of MARTIN MCCOLL LIMITED

at ESSEX
on the 16TH day
of DECEMBER 2013
by


..... Director
Jonathan Muller Full Name
before this witness


..... Witness
Kingsley Tedder Full Name
Ashwells Rd Address
Brennwood, Essex.

14

Registers of Scotland

14

This is the Schedule referred to in the foregoing Lease between MW Properties (2) Limited and Martin McColl Limited

SCHEDULE

Part 1

Conditions subject to which the Landlord's consent for an assignation of this Lease may be granted.

- 1 That in the case of an assignation to a private limited company and if reasonably required by the Landlord no more than two of its directors officers or members or other persons of satisfactory standing to be approved by the Landlord (such approval not to be unreasonably withheld) shall personally guarantee to the Landlord in such terms as the Landlord shall reasonably require as principal debtors and so that they shall not be released even if the Landlord gives the company extra time to comply with any obligations or does not insist on its strict terms, that :-
 - 1.1 the company will pay the Rent and sums reserved as rent (the sums reserved as rent being restricted to the insurance premiums due by the Tenant) and observe and perform the obligations on the part of the Tenant contained in this Lease
 - 1.2 they will indemnify the Landlord against any loss resulting from a default by the company and
 - 1.3 if this Lease is irritated on the insolvency of the company they will if the Landlord so requires jointly take a new Lease of the Premises at the expense of such person on the same terms and conditions as the terms and condition of this Lease at the date of the irritancy for a term equal to the remainder of the term unexpired at such date
 - 1.4 all sums due from the Tenant under this Lease have been paid at the date of application for consent to assignation and at the date of the consent to the assignation
 - 1.5 if so reasonably required by the Landlord the assignee before any assignation and before taking occupation obtain a guarantor reasonably acceptable to the Landlord who shall enter into a guarantee in such terms as the Landlord may reasonably require

15

Part 2

Conditions subject to which the Landlord's consent for a sub-letting of the Premises may be granted:


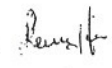
- 1 Prior to any permitted sub-letting, to procure that the sub-tenant grants direct undertakings to the Landlord as follows:
 - (i) to observe and perform all the tenant's obligations and all other provisions of this Lease (other than the payment of rents)
 - (ii) an unqualified undertaking by the sub-tenant that the sub-tenant will not assign, sub-let, charge, hold on trust for another, part with nor share the possession or occupation of part only of the Premises or sub-let, charge, hold on trust for another, part with nor share the possession or occupation of the whole of the Premises and
 - (iii) an undertaking by the sub-tenant that the sub-tenant will not assign the whole of the Premises without obtaining the prior written consent (which shall not be unreasonably withheld or delayed) of the Landlord under this Lease
- 2 That any permitted sub-lease
 - (i) shall be granted without any fine or premium at a rent equal to the then open market rental value of the Premises or the Rent whichever shall be the greater such rent being payable in advance on the days on which rent is payable under this Lease
 - (ii) prohibiting the sub-tenant from doing or allowing any act or things in relation to the sub-let Premises inconsistent with, or in breach of, the provisions of this Lease
 - (iii) shall provide for re-entry by the Tenant on breach of any obligation by the sub-tenant and
 - (iv) shall contain an absolute obligation against sub-letting and the same restrictions on assignation, charging, holding on trust for another, parting with or sharing possession with another of occupation of the sub-let Premises and the same provisions for direct undertakings and registration as in this Lease
 - (v) shall be granted on terms similar to those contained in this Lease including the provisions for rent review
- 3 That in the case of an assignation to a private limited company, and if reasonably required by the Landlord, no more than two of its directors officers or members or other persons of satisfactory standing to be approved by the Landlord (such approval not to be unreasonably withheld) shall personally guarantee to the Landlord in such terms as the Landlord shall reasonably require as principal debtors and so that they shall not be released even if the Landlord gives the company extra time to comply with any obligation or does not insist on its strict terms that:
 - 3.1 the company will pay the rents reserved by the Lease and observe and perform the obligations on the part of the Tenant contained in the Lease;
 - 3.2 they will indemnify the Landlord against any loss resulting from a default by the company; and
 - 3.3 if the Lease is irritated on the insolvency of the company they will if the Landlord so requires jointly take a new lease of the Premises at the expense of such person on the same terms

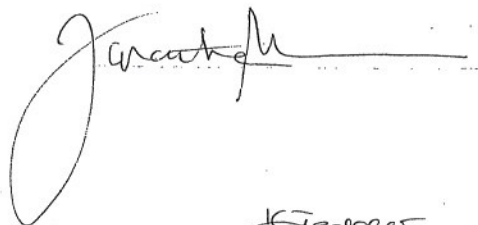
Registers of Scotland

16

and conditions as the terms and condition of this Lease at the date of the irritancy for a term equal to the remainder of the term unexpired at such date

- 4 Not at any time either expressly or by implication to waive any breach of the obligations or conditions on the part of any sub-tenant or assignee of any sub-lease
- 5 To ensure the performance and observance by every such sub-tenant of the provisions of the sub-lease and not at any time knowingly to waive any breach of the obligations or conditions on the part of any sub-tenant or assignee of any sub-lease nor (without the consent of the Landlord such consent not to be unreasonably withheld) vary the terms or accept a renunciation of any permitted sub-lease


Witness signature 
Witness Name Joseph Lewenstein
Full Address 59 Bishops Rd, Prestwich, M25 0HS
Occupation Property Manager





16

And the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the
Keeper of the Registers of Scotland.

15

17

