DATED 23rd February 2016

NORTHERN & MIDLAND HOLDINGS LIMITED

- to -

MARTIN McCOLL LIMITED

SUB LEASE

Relating to

2 Lovely Lane
Warrington
Cheshire
WA5 1NF

Brabners

Horton House, Exchange Flags, Liverpool, L2 3YL

Tel: 0151 600 3000
Fax: 0151 600 3333
Ref: NMB/44786-1077

PRESCRIBED CLAUSES

LR1. Date of lease

23rd February 2016

LR2. Title number(s)

LR2.1 Landlord's title number(s)

CH340501**LR2.2 Other title numbers**

None

LR3. Parties to this lease

Landlord

NORTHERN & MIDLAND HOLDINGS LIMITED

P.O. BOX 7010, SECOND FLOOR, 38 WARREN STREET, LONDON, W1A 2EA

COMPANY NUMBER : 875027

Tenant

MARTIN McCOLL LIMITED

McCOLL'S HOUSE, ASHWELLS ROAD, BRENTWOOD, ESSEX, CM15 9ST

COMPANY NUMBER : 298945

Other parties

None

LR4. Property

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

See the definition of "Premises" in the Particulars to this lease.

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

The term as specified in the Particulars to this Lease

LR7. Premium

Nil

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None

LR11. Easements

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

The easements as specified in *clause 1.7* of this lease

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

The easements as specified in *clause 1.8* of this lease.

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None.

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

Not applicable

PARTICULARS

Date of Lease	23rd February		2016
Parties	1.	**The Landlord**	**NORTHERN & MIDLAND HOLDINGS LIMITED** (Company Number 875027) whose registered office is at P.O. Box 7010 Second Floor 38 Warren Street London W1A 2EA
	2.	**The Tenant**	**MARTIN McCOLL LIMITED** (Company Number 298945) whose registered office is at McColl's House Ashwells Road Brentwood Essex CM15 9ST
Premises	All the premises known as 2 Lovely Lane, Warrington, Cheshire, WA5 1NF more particularly comprised in the Title Number		
Rent	The yearly rent of £21,000 (Twenty One Thousand Pounds) per annum or such yearly rent as may from time to time be reserved by and payable under this lease		
Term	16½ years from ~~24~~ 23rd February 2016		
Permitted Use	A retail shop within Class A1 in the Schedule to the Town and Country Planning (Use Classes) Order 1987 including the preparation and sale of freshly prepared sandwiches and associated products and if required by the Tenant use for an automated telling machine and/or remote retail order collection station and in relation to the first floor of the Premises in addition to the aforesaid as residential premises in the occupation of no more than one family per residential unit		
First Review Date	The ~~24th~~ 23rd day of August 2017 (18 months from the Term Commencement Date)		
Second Review Date	The ~~24th~~ 23rd day of August 2022		
Third Review Date	The ~~24th~~ 23rd day of August 2027		
Title Number	CH340501		

BCLP

THIS LEASE is made between the Parties referred to in the foregoing particulars

1. IN this lease unless the context otherwise requires:

1.1 The expression "the Particulars" shall mean the foregoing particulars

1.2 The expressions contained in the Particulars shall have the respective meanings assigned to them in the Particulars

1.3 The expression "the Superior Landlord" shall mean the Landlord for the time being of the Superior Lease

1.4 The expression "the Superior Landlord's Covenants" shall mean the obligations in the Superior Lease to be observed by the Superior Landlord

1.5 The expression "the Superior Lease" shall mean the lease by virtue of which the Landlord holds the Property which is dated 17th July 1899 and made between (1) The Right Honourable Lord Lilford and (2) The Warrington Equitable Industrial Co-operative Society Limited

1.6 The expression "the Landlord" shall include the person persons or corporation for the time being entitled to the reversion immediately expectant on the termination of the Term

1.7 The expression "the Tenant" shall include the successors in title of the Tenant

1.8 The expression "the Insured Risks" shall mean the risks . of fire lightning earthquake explosion aircraft (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 and such other risks against which the Landlord acting reasonably may decide to insure against from time to time

1.9 "Invitees" includes employees, agents, visitors and licensees and any other person under the control of the Tenant

The expression "the Granted Rights" shall mean:the easements, rights and privileges if any specified in the Superior Lease

1.10 The expression "the Reserved Rights" shall mean the exceptions and reservations specified in the Superior Lease and any rights granted pursuant to a lease dated 4 May 1910 and made between the Warrington Equitable Industrial Co-operative Society Limited of the one part and William Barton of the other part in respect of the property known as Number 6 Lovely Lane and any rights granted pursuant to a lease dated 4 May 1910 and made between the Warrington Equitable Industrial Co-operative Society Limited of the one part and Charles Henry Hibbert of the other part in respect of the property known as Number 10 Lovely Lane so far as such rights are subsisting and affect the Premises.

1.11

1.12 The expression "the Planning Acts" shall mean the Town and Country Planning Act 1990 The Planning (Listed Buildings and Conservation Areas) Act 1990 The Planning (Hazardous Substances) Act 1990 The Planning (Consequential Provisions) Act 1990 as from time to time modified or re-enacted and any regulations or orders made under the authority of any such Act

1.13 The expression "Enactment" shall mean 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

1.14 The singular shall include the plural the masculine shall include the feminine and the neuter and covenants entered into and burdens assumed by a party consisting of more than one person shall be deemed to be entered into and assumed jointly and severally so as to apply to and be enforceable against all both or any of such persons and their and each of their personal representatives

2. THE Landlord with full title guarantee demises to the Tenant the Premises and the Landlord's fixtures and fittings in the Premises TOGETHER with the Granted Rights but EXCEPT AND RESERVING to the Landlord and anyone authorised by the Landlord the Reserved Rights for the Term YIELDING AND PAYING

2.1 The Rent which shall be paid by monthly instalments in advance on the 1st day of each month by BACS should the Landlord so require the first of such instalments being calculated proportionately from the commencement of the Term to the next following payment day having already been paid

2.2 By way of further rent on demand all sums payable by the Tenant to the Landlord under the provisions of this lease

3. THE Tenant covenants with the Landlord:

3.1 To pay the Rent on the days and in manner aforesaid

3.2 To pay to the Landlord from time to time on demand

3.2.1 All sums lawfully demanded of the Landlord from time to time by the Superior Landlord pursuant to the Superior Lease

3.2.2 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 whether under the Defective Premises Act 1972 or otherwise

3.2.3 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 three years taking into account any potential increase in the Rent under the provisions of this lease

3.2.4 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 any five year period during the Term

3.3 To pay or repay to the Landlord and discharge all present and future 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:

3.3.1 any taxes other than insurance premium tax payable by the Landlord by reason of the receipt of the rents payable under this lease (other than any value added tax lawfully payable thereon)

3.3.2 the grant of this lease and payable by the Landlord, and/or

3.3.3 any dealing with or otherwise relating to any reversion immediately or mediately expectant on the determination of the term hereby granted

3.4

3.4.1 To keep and maintain the Premises and the Landlord's fixtures and fittings (including such part (if any) thereof as shall not be built upon) in good and tenantable repair and condition and to renew the same whenever required (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 as the result of any act 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:

3.4.1.1 any breach by the Landlord of his obligations (express or implied) under this lease

3.4.1.2 any of the Insured Risks unless the policy of insurance for the Premises has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its Invitees

3.4.2 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

3.4.3 Repair and cleanse and maintain and to keep repaired, cleansed and maintained and free from obstruction all surfaces belonging to and forming part of the Premises

3.4.4 Repair 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

3.5 Subject to the proviso in clause 3.4 above in every fifth year computed from the commencement of the Term and in the last year of the Term (howsoever determined) 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 and also as often as shall be necessary and in the last year of the Term (howsoever determined) to clean wash down point make good and restore the exterior finishes of the exterior of the Premises and in every seventh year computed from the commencement of the Term and in the last year of the Term (howsoever determined) to prepare and paint with three 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 provided that all decoration carried out in the last year of the Term shall also be carried out to the reasonable satisfaction of the Landlord using materials, designs and colours approved by the Landlord (acting reasonably)

3.6 Not to do 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

3.7 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 the covenants contained in this lease

3.8 To observe and comply in all respects with all and any provisions requirements and directions of or under any Enactment so far as they or it shall relate to or affect the Premises or its use

3.9 To give full particulars to the Landlord of any permission notice order direction or proposal for

a notice order or direction made given or issued to the Tenant by any government department local or public authority under or by virtue of any Enactment within seven days of the receipt by the Tenant of notice of the same and if so required by the Landlord to produce such permission notice order or direction or proposal for a notice order or direction to the Landlord AND ALSO without delay to take all reasonable or necessary steps to comply with any such notice order or direction and also at the request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order proposal or direction as the Landlord shall deem expedient

3.10 In relation to the Planning Acts:

3.10.1 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

3.10.2 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 and permissions as may be required for the carrying out by the Tenant of 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

3.10.3 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

3.10.4 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 such planning permission

3.10.5 To indemnify and keep indemnified the Landlord against any liability resulting from any contravention of the provisions of the Planning Acts

3.11 To permit the Landlord and his surveyor or agent with or without workmen and others at all reasonable hours during the daytime on five days' notice (except in emergency) 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 covenants 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 purposes of the Landlord and Tenant Acts 1927 and 1954 or any other Enactment for the time being affecting the Premises or any review of the Rent or any renewal (whether statutory or otherwise) of this lease as often as occasion shall require the person so entering the Premises causing as little damage and disturbance as possible and making good in a reasonable manner all damage caused to the Premises and the chattels equipment fixtures fittings and stock in the Premises belonging to the Tenant or for which the Tenant is responsible

3.12 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 five days' prior notice in order to inspect the same

3.13 To commence to rectify all breaches of covenant defects and wants of repair or decoration for which the Tenant may be liable under the covenants contained in this lease of which notice shall have been given by the Landlord to the Tenant within two calendar months after the

giving of such notice and thereafter to carry out all such works or make good all such defects with all due speed AND if the Tenant shall at any time make default in the performance of this covenant it shall be lawful for (but not obligatory upon) the Landlord (but without prejudice to his right of re-entry 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 covenants and the Tenant shall repay to the Landlord forthwith on demand all reasonable expenses properly incurred (including any legal costs surveyors fees and VAT and other similar expenses) by the Landlord in respect of such works the same being recoverable by the Landlord at its election either as rent or as a debt due

3.14 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 (save where the Tenant has indicated a wish to take a new business tenancy of the Premises whether by service of a Notice under Section 26 of the Landlord and Tenant Act 1954 or otherwise) to fix and retain without interference upon any suitable 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

3.15 To pay to and indemnify the Landlord in respect of all reasonable and proper costs charges and expenses (including legal costs and fees payable to a surveyor architect or other appropriate professional) which may be reasonably incurred or payable by the Landlord in taking any steps to recover any arrears of the Rent or the enforcement of any of the covenants contained in this lease or the preparation and service of all notices and schedules relating to wants of repair to the Premises and agreeing such schedules with the Tenant the Landlord having served such schedules no later than 3 months after the termination of the Term or any proceedings relating to the Premises or the preparation and service of a notice under section 146 or 147 of the Law of Building Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant has been relieved under the provisions of such Act)

3.16 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 covenants herein contained or cause the premium payable in respect of any such insurance to be increased unless the Tenant shall pay any increase in such premium

3.17 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 sub-tenant or any licensee servant or agent of the Tenant or any sub-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

3.18 Not to affect any insurance of the Premises (except plate glass) at the Premises but if it becomes entitled to any benefit of any insurance proceeds in respect of the Premises pay those proceeds or cause them to be paid to the Landlord

3.19 Not to make any structural alteration or addition whatsoever to or on the Premises without the prior written approval of the Landlord and the Superior Landlord such approval in the case of the Landlord 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 and in accordance with all relevant statutory requirements and Enactments:

3.19.1 internal non-structural alterations

3.19.2 alterations to the fascia and fascia boards and fascia illumination and the Tenant's signage

3.19.3 alterations to the internal shop fittings and lighting

3.19.4 renewal of wearing surface of floors and the provision of doormat wells

3.19.5 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

3.19.6 install and replace 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

PROVIDED HOWEVER that nothing contained in these sub-clauses 3.19.1 to 3.19.6 shall constitute a warranty or representation on the part of the Landlord that the referred to alterations may be carried out pursuant to the provisions of the Superior Lease and the Tenant shall comply with all covenants and obligation contained in the Superior Lease in this regard.

3.20 To obtain any necessary licences or consents in respect of the Permitted Use

3.21 Not without the Landlord's consent (such consent not to be unreasonably withheld or delayed in respect of any change of use within Use Classes A1 and/or A2 of the Town and Country Planning (Use Classes) Order 1987 as amended) 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 or immoral purpose nor for any purpose or in a manner that would cause a legal nuisance to the Landlord its other tenants and occupiers of neighbouring property

3.22 The Tenant shall not overload any structural part of the Premises nor any machinery or equipment at the Premises nor any service media serving or at the Premises

3.23 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

3.24 To take all necessary steps to prevent and not to permit any new window light opening doorway path passage drain or other encroachment right or easement 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 shall be made or threatened or attempted to be made or any such right or easement 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 right or easement

3.25 Not to sell goods by auction or permit or suffer any sale by auction to be held within or upon the Premises

3.26 Not to grant any right or licence over the Premises to a third party save as permitted by clause 3.29 below

3.27 Not to assign mortgage sub-let or charge part only of the Premises

3.28 Not to assign or underlet the whole of the Premises save with the Landlord's previous consent in writing such consent not to be unreasonably withheld or granted subject to unreasonable conditions PROVIDED that such consent for an assignment of the Premises by the Tenant may be granted subject to the conditions (specified for such purposes) set out in Part 1 of The First Schedule PROVIDED HOWEVER that nothing in this clause or in the First Schedule 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 and PROVIDED FURTHER that such consent for an underlet of the whole may be granted subject to the conditions and provisions set out in Part 3 of the First Schedule

3.29 Notwithstanding the terms of clauses 3.26, 3.27 and 3.28 the Tenant may without licence or consent from the Landlord

3.29.1 permit the occupation of the Premises by or share the occupation of the Premises with another company within the same group of companies as the Tenant within the meaning of s 42 (1) of the Landlord and Tenant Act 1954 PROVIDED that notice of any such occupation permission or sharing shall be promptly given to the Landlord and no relationship of Landlord and Tenant is established by that arrangement

3.29.2 permit the operation of any ATM Machine and/or remote retail order collection station by any third party provided no relationship of landlord and tenant shall be created by any such permitted operation

3.29.3 grant an Assured Shorthold Tenancy of any residential premises for terms not exceeding one year

3.30 To give or cause to be given notice in writing of every assignment mortgage charge assent transfer underlease sub-underlease assignment mortgage or charge of an underlease or sub-underlease or devolution of or relating to the Premises and to deliver or cause to be delivered a certified copy of such instrument or any probate or letters of administration in any way relating to the Premises within 28 days after its execution or grant to the Landlord's solicitors and to pay a registration fee of £50.00 plus VAT or such higher fee as such solicitors may reasonably require

3.31 The Tenant will pay for all water electricity and gas and other services and utilities 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 services and utility charges or non-observance or non-performance of all or any of those regulations in respect of the Premises during the Term

3.32 To indemnify and keep the Landlord indemnified against any material breach by the Tenant during the Term of any restrictive and other covenants and provisions affecting the Landlord's reversionary interest in the Premises (but not so as to bind any party who may be the Tenant from time to time after such party has ceased to be the Tenant under this Lease)

3.33 At all times during the Term at the Tenant's own expense to observe and comply in all respects with any provisions and requirements or 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 to pay or indemnify the Landlord against any rent charge payment referred to in the Title Number in so far as it relates to the Premises

3.34 Forthwith upon becoming aware of the same to give notice in writing to the Landlord of any defect in the state of the Premises which would or might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 and indemnifying and keep indemnified the Landlord from or against any loss, claims, actions, costs or demands

arising from a failure to give such notice

3.35 The Rent and all other money due under this Lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction counterclaim or set-off

3.36 The Tenant shall 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 tenant covenants in this lease, or any act or omission of the Tenant in breach of the tenant covenants 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

3.37 The Tenant shall keep the Premises equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the 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

3.38 Promptly following the grant of this lease, the Tenant shall apply to register this lease at the Land Registry. The Tenant shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title

3.39 Within one month after the end of the Term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application

3.40 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Premises and which have been left by the Tenant on the Premises for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal

3.41 The Tenant shall observe and perform the lessee's covenants in the Superior Lease except the covenant to pay the rents reserved by the Superior Lease and the covenant to insure the Premises as if the same were set out in full herein and made between the Landlord and the Tenant

4. THE Landlord COVENANTS with the Tenant:

4.1 That the Tenant paying the Rent and observing and performing the covenants on his 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

4.2 To insure the Premises and the Landlord's fixtures and fittings therein of an insurable nature for the costs 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) relating to the reinstatement of the Premises 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 prosecute 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 or the rebuilding

as the case may be and making good any shortfall PROVIDED THAT if the Landlord is unable (having used all reasonable endeavours to do so) to obtain any necessary licences approvals and consents then the Landlord may determine this Lease by serving the Tenant with not less than 3 months prior notice

4.3 The Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the covenants imposed on it regarding insurance contained in the Superior Lease save to the extent that the policy of insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers, contractors or agents or any person on the Premises with the actual or implied authority of any of them

4.4 The Landlord may insure against three years' loss of Rent and the premium for such insurance will be payable by the Tenant

4.5 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

4.6 Subject to the Tenant paying the rents reserved by this lease, the Landlord shall pay any rents reserved by the Superior Lease and perform the covenants on the part of the lessee contained in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this lease

4.7 At the request and cost of the Tenant the Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists

4.8 At the request and cost of the Tenant the Landlord shall apply for any consents required by the Tenant under this lease where consent is also required under the Superior Lease

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED that:

5.1 If at any time during the Term any instalment of the Rent shall not be paid within 28 days after becoming due (whether lawfully demanded or not) or if any covenant on the Tenant's part contained in this lease shall not be performed or observed or if the Tenant or any surety for the Tenant shall compound or arrange with his creditors or suffer any distress or execution to be levied on the Premises or the contents thereof or (being an individual) shall commit any act of bankruptcy or enter into a voluntary arrangement within the meaning of section 1 of the Insolvency Act 1986 or (being a company) shall go into liquidation either compulsory or voluntary (except for a voluntary liquidation of a solvent company for the purpose of reconstruction or amalgamation) or if a receiver shall be appointed of its undertaking or an administration order is made under the Insolvency Act 1986 then and in any such case the Landlord or any person or persons duly authorised by the Landlord shall be entitled to re-enter into or upon the Premises or any part of the Premises in the name of the whole and to repossess and enjoy the Premises as if this lease had not been granted and thereupon the Term shall absolutely cease and determine without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any of the covenants contained in this lease

5.2 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 so as to render the Premises fit for occupation and use and any dispute as to the operation of this clause shall be determined in accordance with The Arbitration Act 1996 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 upon the application of either party

5.3 If at any time during the Term 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) such instalment of Rent or any other money due 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 COVENANTS 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 National Westminster Bank plc base lending rate for the time being prevailing or if that base lending rate stops being used or published then at a commercial rate reasonably comparable thereto for the period from the due date to and including the date of payment

5.4 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 value added tax and if value added tax 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 and the Tenant covenants accordingly 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

5.5 Any notice under this lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at the Premises (if served upon the Tenant) or at his 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 said 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"

5.6 Nothing herein shall render the Landlord or the Tenant liable in respect of any covenants conditions and provisions hereinbefore contained if and so far only as a performance and observance of such covenants conditions and provisions or any one or more of them shall hereafter become impossible or illegal under or by virtue of the provisions of the Planning Act as aforesaid and the sum payable to the Landlord in respect thereof 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

5.7 Nothing in this Lease contained shall imply or warrant that the Premises may in accordance with the Planning Acts or any other Enactment 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 or other Enactment

5.8 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 not cause damage to the Premises or affect obstruct access thereto and will forthwith make good any damage they have caused and the business conducted therein

6.

6.1 On the First Review Date the Rent will increase to £21,633

6.2 On the Second Review Date the Rent will increase to £23,885

6.3 On the Third Review Date the Rent will increase to £26,371

7. RIGHTS OF THIRD PARTIES

The parties hereby agree and declare that no person other than a party to this lease may enforce any provisions of this lease by virtue of The Contracts (Rights of Third Parties) Act 1999

THE FIRST SCHEDULE

PART 1

Conditions subject to which for the purposes of section 19 (IA) of the Landlord and Tenant Act 1927 the Landlord's consent for an assignment of the Premises by the Tenant may be granted

1. the execution and delivery to the Landlord prior to the assignment in question of a deed of guarantee (being an authorised guarantee agreement within the 1995 Act section 16) in the form set out in the Part 2 of this Schedule to this Lease

2. That in the case of an assignment 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 covenant with the Landlord in such document and form 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:

   2.1 the company will pay the Rent and observe and perform the covenants on the part of the Tenant contained in this lease

   2.2 they will indemnify the Landlord against any loss resulting from a default by the company and

   2.3 if this lease is disclaimed 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 disclaimer for a term equal to the remainder of the term unexpired at such date

3. all sums due from the Tenant under this Lease have been paid at the date of application for a Licence to Assign and at the date of the Licence to Assign

4. if so reasonably required by the Landlord the assignee shall upon or before any assignment and before taking occupation obtain a guarantor reasonably acceptable to the Landlord who shall covenant by way of indemnity and guarantee and such document as the Landlord shall reasonably require

PART 2

Form of authorised guarantee agreement

PARTICULARS

Landlord(s)

Guarantor(s)

Assignee(s)

Premises

Lease	Lease dated	between:
	(1)	
	(2)	

THIS DEED is made between the Parties referred to in the foregoing particulars

1. Definitions and interpretation

In this deed:

1.1 The expressions in the first column of the foregoing particulars shall have the respective meanings set out in the second column thereof

1.2 The following expressions shall have the respective meanings

1.2.1 "The Liability Period" the period during which the Assignee is bound by the tenant covenants of the Lease but not extending beyond the end of the contractual term

1.2.2 "the Landlord" shall where the context so requires include the person or persons from time to time entitled to the reversion immediately expectant upon the termination of the Term

1.2.3 "authorised guarantee agreement" and "tenant covenants" have the same meaning in this guarantee as in the Landlord and Tenant (Covenants) Act 1995 section 28(1)

1.2.4 "Rent" includes all sums reserved as and payable as rent pursuant to the terms of the Lease and all other recurring sums payable to the Landlord pursuant to the terms thereof

1.2.5 "Other Sum" includes

1.2.5.1 any sums payable to the Landlord from time to time pursuant to the terms of the Lease

1.2.5.2 any sum that the Assignee is ordered to pay in any proceedings arising out of the Lease (except proceedings under the Landlord and Tenant Act 1954 to renew the lease) or agreed to pay by way of settlement of those proceedings

1.3 Any reference in this deed to a clause without further designation is to be construed as a reference to the clause of this deed so numbered

1.4 All terms defined in the Lease shall have the same meanings when used in this deed except where the contrary appears

1.5 The singular shall include the plural the masculine shall include the feminine and the neuter and covenants entered into and burdens assumed by a party consisting of more than one person shall be deemed to be entered into and assumed jointly and severally so as to apply to and be enforceable against all both or any of such persons and their and each of their personal representatives

2. Recitals

2.1 By the terms of the Lease the Landlord's consent to an assignment of the Lease is required

2.2 The Landlord has agreed to give consent to the assignment to the Assignee on condition that the Guarantor enters into this guarantee

2.3 This guarantee takes effect only when the Lease is assigned to the Assignee

3. Guarantor's covenants

3.1 In consideration of the Landlord's consent to the assignment the Guarantor covenants with the Landlord and without the need for any express assignment with all his successors in title as set out in this clause 3 that if at any time during the liability period:

3.1.1 the Assignee defaults in paying the Rent or Other Sums to pay to the Landlord on demand the Rent or Other Sums

3.1.2 the Assignee is in breach of any provisions in the Lease to remedy that breach on demand and to pay and indemnify the Landlord against all losses damages costs and expenses suffered as a result of such non-performance or breach of any of the provisions of the Lease by the Assignee

3.1.3 the Lease is disclaimed or ends by forfeiture pursuant to clause 5.1 of the Lease and if the Landlord within two months of the disclaimer requires in writing the Guarantor will enter into a new Lease of the Premises at the cost of the Guarantor on the terms of the Lease (but as if the Lease had continued and so that any outstanding matters relating to rent review or otherwise shall be determined as between the Landlord and the Guarantor) for the residue of the contractual term of the Lease from and with effect from the date of the disclaimer or forfeiture. The Guarantor will execute the new Lease and deliver to the Landlord a counterpart of it

3.1.4 during the Liability Period the Lease is disclaimed or ends by forfeiture pursuant to clause 5.1 of the Lease and for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with the preceding sub-clause the Guarantor will pay to the Landlord on demand an amount equal to the Rent for the period commencing with the date of the disclaimer or forfeiture and ending on whichever is the earlier of

3.1.4.1 the date (if any) on which the Premises are relet

3.1.4.2 the expiry of the term

3.1.4.3 the date four months after the disclaimer

3.1.5 To pay the proper and reasonable costs and disbursements (and VAT) of the Landlord on a full indemnity basis incurred in relation to the disclaimer or forfeiture and where appropriate the grant of the lease to the Guarantor

3.2 The obligations of the Guarantor set out in this clause will continue to apply even if:

3.2.1 The Landlord grants any time or indulgence to the Assignee or any neglect or forbearance of the Landlord in enforcing the payment of the Rents

3.2.2 any of the terms of the Lease or the rights of the Landlord against the Tenant are varied released waived or modified without the consent of the Guarantor

3.2.3 the Landlord acting reasonably refuses to accept Rent from the Assignee following a breach of covenant by the Assignee

3.2.4 the rent firstly reserved by the Lease is increased in accordance with the provisions of the Lease

3.2.5 The Assignee has surrendered part of the Premises in which event the liability of the Guarantor under the Lease is to continue in respect of the part of the Premises not surrendered after making any necessary apportionments under the Law of Property Act 1925 section 140 and anything else by which, but for this clause 3.1 the Guarantor would have been released

3.2.6 The Assignee being dissolved or being struck off the register of companies or otherwise ceasing to exist

4. Landlord's covenant

The Landlord covenants with the Guarantor that he will notify the Guarantor in writing within two months of being informed of the facts bringing the Liability Period to an end

5. Severance of void provisions and limitation of provisions

5.1 Any provision of this deed rendered void by virtue of the Landlord and Tenants (Covenants) Act 1995 section 25 is to be severed from all remaining provisions, and the remaining provisions are to be preserved

5.2 If any provision of this deed extends beyond the limits permitted by the Landlord and Tenant (Covenants) Act 1995 section 25 that provision is to be varied so as not to extend beyond those limits

PART 3

Terms and Conditions for Underletting

Conditions and restrictions subject to which the Landlord's consent for an underletting of the whole of the Premises by the Tenant may be granted

1.1 The Tenant shall not underlet the Premises:

(a) together with any property or any right over property that is not included within this lease;

(b) at a fine or premium or reverse premium; nor

(c) 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 (PROVIDED ALWAYS that the length of the rent free period may take account of cost and/or period of any works which the proposed undertenant requires to carry out upon the grant of the underletting)

1.2 Any underletting by the Tenant shall be by deed and shall include:

(a) the reservation of a rent which is not less than the full open market rental value of the Premises at the date the Premises is underlet and which is payable at the same times as the Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 1.1(c) above);

(b) provisions for the review of Rent either on the same dates and on the same basis as the increase in rent in this lease or at the option of the Tenant on an open market basis such basis to be approved by the Landlord such approval not to be unreasonably withheld or delayed, unless the term of the underlease does not extend beyond the next Review Date;

(c) a covenant by the undertenant, expressed to be enforceable by the Landlord (as superior landlord and the date of grant) and its successors it 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

(d) 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,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Rent) than those in this lease

1.3 In relation to any underlease granted by the Tenant, the Tenant shall:

(a) 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;

(b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reductions in the rent payable under the underlease; and

(c) 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

EXECUTED as a DEED by
NORTHERN & MIDLAND HOLDINGS LIMITED
acting by

Director

Director/Secretary

EXECUTED as a DEED by
DAVID ARCHIBALD a
director for and on behalf of
MARTIN MCCOLL LIMITED
in the presence of:

Director

Witness Signature

Witness Name (BLOCK CAPITALS) LISA KELLY

Address ASHWELLS ROAD
BRENTWOOD
ESSEX, CM15 9ST

Occupation ADMIN