

APPLICATION FOR A NEW PREMISES LICENCE

LIONS EXPRESS AT 121-123 POPLAR HIGH STREET E14 0AE

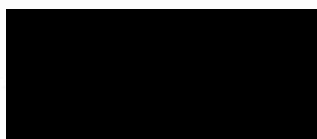
Contents Page

- Mr Nurettin Erdogan's statement **Pages 1-3**
 - Appendix 1 Lease dated 12th January 2007 **Pages 4-30**
 - Appendix 2 Official copy of the Leasehold register **Pages 31-34**
 - Appendix 3 The agreed Lease for 121-123 Poplar High St **Pages 35-77**
 - Appendix 4 The letter from London Fire and Planning Authority dated 22nd September 2014 **Pages 78-79**
 - Appendix 5 Copies of the representations **Pages 80-99**
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Re: Application for a new premises licence for Lions Express at 121-123 Poplar High Street Poplar E14 OAE

1. I have been the leaseholder and Premises Licence holder at Lions Express 43 Morris Road London E14 6NX since 2007. I enclose herewith a copy of my lease dated 12th January 2007 marked as "appendix 1" together with the official copy of the register marked as "appendix 2." This premises is approximately 1 mile away from 121-123 poplar High Street. I would say that during the last 7 years of trading at my current premises I have gained a substantial knowledge of how this part of the London city as a drive past poplar High Street on a daily basis. I am currently running a successful business at 43 Morris Road and believe that with my trading experience in this sector and knowledge of the area I will also success with my business intentions at 121-123 Poplar High Street. I am also currently a premise licence holder at 43 Morris road.
2. At my current business the licensable hours from Sunday to Thursday are from 8am until 12pm and on the weekends this is extended until 2am. I am very experienced with the customers which attend during late hours and can confirm that I cannot recall any incidents during my ownership of this business. I have applied for similar licensable hours with my new premises licence application for 121-123 Poplar High Street as I am comfortable to trade within these hours. However considering the appeals and also noting that other stores such as Tesco Express close their business at 11pm I am prepared to reduce the hours of the licensable activates applied for to 8am until 11pm every day of the week. I am a considerate local business man and would like to ensure that I do my part in ensuring that crime and disorder levels in the close proximity are maintained. This will resolve the public nuisance issue referred to in the representations. Considering that other businesses in this area sell alcoholic drinks up until the hours of 11pm I trust that there should be no issues in this respect with me selling alcoholic drinks during the same hours.
3. The premises at 121-123 Poplar High Street is currently vacant. I am in the process of finalising my lease for this premises. Attached is a copy of the agreed lease which has not yet been completed. The completion of the lease is dependent on the outcome of this premises licence application. As I will be opening a new business I need to be in a position to provide every service possible expected from a convenience store to the customers so that I am able to build up a customer loyalty base. If customers are unable to find products such as alcoholic drinks this will be a deterrent for them to attend in the future as the general concept of a convenience store is for customers to be able to find all day to day products. Therefore it is essential that I am able to sell alcoholic drinks in order to build up my business.
4. I estimate that I will be investing approximately £20,000.00 into starting up the business at 121-123 Poplar High Street. This is a considerable sum to invest in a local business. I will also be employee a further 2 individuals in order to operate a successful business. In order to meet all the outgoings of the business I require to attract as many customers possible. You will note from the floor plan of the premises provided with the premises licence application that the percentage of floor space which will be dedicated to alcoholic drinks is approximately 15%-20%. This is only one fifth of the floor space. The remainder of the business will include groceries, confectionaries and domestic products. The business will be fitted with a modern CCTV recording system in order to deter criminals.

SIGNED
NURETTIN ERDOGAN



5. For over 7 years, I have run my businesses at 43 Morris Road with strong work ethics, by complying with the law at all times, by providing a safe and secure working environment and by trying to provide a professional service. This type of service will also be replicated at 121-123 Poplar High Street. I will be regenerating the area by starting up a business at a premises which is currently vacant.
6. The representations state that the alcohol licence will draw unwelcome attention and increase the footfall at unsociable hours. I would like to state that even without an alcohol licence I will be able to open my business for 24 hours of the day 7 days of the week. This cannot be prevented and customers will be attending. I do not see the alcohol licence to be a cause for concern with regards to increasing unwelcome attention. As this is a residential area most of the custom will be from residents and very few from passing trade.
7. It appears from the representations that there are two business currently selling with an alcohol licence on poplar high street known as Tesco Express and Poplar Minimarket. The opening of a third business with an alcohol license would increase the level of competition between the businesses. A more competitive market will allow for product to be fairly priced giving consumers more value for their money.
8. The representations from Sheikh Rahman, Poplar Newsagent, Arms Chemist and Poplar Fried Chicken have all been prepared to the same standard using the same format express that "longer alcohol serving hours on the high street will unnecessarily draw people from a wider area at unsocial hours. Signage will be visible from a distance down the High Street which will add to the additional draw of pedestrians and vehicles....." As stated at point 2 above I have already agreed for a reduction in the hours applied for. The balance of the representation made is a speculation and it is impossible to know whether the sale of alcohol from one more business will have a positive or negative impact on the area before I actually open for the said hours. It would be unfair for my application to be refused on an assumption rather than a matter of fact. The issues regarding the signage and noise are also invalid as any business could start up at this premises where it will have a sign and the attendance of customers may or may not create noise.
9. When I start up my business I will also starting paying business rates to the Council. In order for me to be able to pay the rent for the premises, wages for the employees together with other expenditures I will need to be able to have a wide range of products available to my potential customers. As an experienced retailer, I know that a small percentage of sale of alcoholic drinks will help build up the business.
10. There also seems to be a petition objecting to the grant of the premises licence which has been signed by various individuals. It appears that only on the first page of the petition the reasoning for the signatures are made clear and the following pages only have the signatures but not the reasoning. This should be looked into to ensure that all the parties who signed the petition on pages 2-7 are fully aware of what they have signed as it is not made clear on the pages which have the signatures.

SIGNED
NURETTIN ERDOGAN

11. The representation by Mr Michael H Lauterpacht refers to the fact that customers are lounging around Coral bookmaker and that these customers will have the ability to move over to my premises have Coral bookmaker has closed down. I am told that Coral bookmaker closes at 10pm which is only an hour before I purpose to close my business at 121-123 Poplar High Street. I cannot see that customers will be lounging at my premises as it is not of a similar nature to Coral Bookmakers. Coral Bookmakers is a betting shop where people bet and wait for the results of the bet whereas people who attend my premises will be generally in and out within a few minutes.
12. I would point out that except from local businesses and a few of individuals none of the responsible authorities have made a representation against my application. There are no representations from Health & Safety, none from Environmental Health and none from Child Protection and none from the Police of Fire Authority. In fact my solicitor has received a letter from London Fire and Emergency Planning Authority who have confirmed that they do not propose to make any representation. The letter is enclosed and marked as "appendix 4."
13. I request that the premises licence for the sale of alcohol is granted so that I can start up business.

SIGNED
NURETTIN ERDOGAN



APPENDIX 1

APPENDIX 1

These are the notes referred to on the following official copy

Title Number EGL517595

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

12th January 2007
DATED ~~1st August~~ 2006 ^{sa.}

MR. CENGIZ ASLAN

To

NURETTIN ERDOGAN

We certify this to be a true
copy of the original
Sal & Co Solicitors
191 Angel Place, Fane Street
Edmonton London N18 2UD

LEASE

OF

Premises known as 43 Morris Road
London E14 6NX

Messrs. Caulker & Ozkutan Solicitors
Meridian Centre Unit 17
258 Kingsland Road
London E8 4DG



LAND REGISTRY PRESCRIBED LEASE CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered.

NGL275135

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, and LR13 are to be made. None

LR3. Parties to this lease

Give full names, addresses and Company's registered number, if any, of each of the parties. For Scottish companies use a SC Prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord

Mr Cengiz Aslan of [REDACTED]
[REDACTED]

Tenant

Ms Nurettin Erdogan of [REDACTED]
[REDACTED]

Other parties

Specify capacity of each party, for example "management company", "Guarantor", ect.

None

Guarantor

None

<p>LR4. Property</p> <p>Insert a full description of the land being Leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described</p>	<p>In the case of conflict between this clause and The remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Defined as the "Demised Premises" In Clause 1. of This Lease.</p>
<p>LR5. Prescribed statements etc.</p>	<p>None</p>
<p>LR6. Term for which the Property is leased.</p>	<p>The term as specified in this Lease at Clause 1.</p>
<p>LR7. & Premium</p> <p>Specify the total premium, inclusive of any VAT where payable</p>	
<p>LR8. Prohibitions or restrictions or restrictions on disposing of this lease</p> <p>Do not set out here the wording of the Provisions.</p>	<p>This Lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9 Rights of acquisition etc.</p> <p>insert the relevant provisions in the sub-clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p>
	<p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p>
	<p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>

**LR10. Restrictive Covenants given in
This lease by the landlord in respect of
Land other than the Property.**

None

Insert the relevant provisions or refer to the clause
Schedule or paragraphs of a schedule in this lease
which contains the provisions.

LR11. Easements

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

Refer here only to the clause, schedule or
paragraph of a schedule in this lease which sets
out the easements

LR11.2 Easements granted or reserved by
Lease over the Property for the benefit of
other property
Clause 18.

**LR12. Estate rentcharge burdening
The Property**

Refer here only to the clause, schedule or
Paragraph of a schedule in this lease which sets
Out the rentcharge.

Not Applicable

**LR13. Application for standard form of
restriction**

None

**LR14. Declaration of trust where
There is more than one person
Comprising the Tenant**

Not applicable

If the Tenant is one person, omit or delete all
The alternative statements.

PARTICULARS

1. DATE OF THIS DEED 12th January 2007
2. LEASE
3. LANDLORD Mr. Cengiz Aslan of [REDACTED]
[REDACTED]
4. TENANT Mr. Nurettin Erdogan of [REDACTED]
[REDACTED]
5. DEMISED PREMISES ALL THAT Ground Floor lock up shop at
43 Morris Road, London E14 6NX
in the London Borough of Tower
Hamlet
6. COMMENCEMENT DATE OF TERM 1st August 2006
7. LENGTH OF TERM 20 Years
8. EXPIRY DATE OF TERM 31st July 2026
9. RENT (SUBJECT TO REVIEW) £14,000.00 per annum exclusive
10. RENT REVIEW DATES Increase at four yearly reviews
11. USER Off licence or any other use falling
within Class A1 of the Town &
Country) Planning) Use, Classes)
Order 1987 or any statutory
modification thereof.
12. DECORATION The interior on every third
anniversary of the commencement
date and on surrender of the
premises. The exterior on every fifth
anniversary of the commencement
date hereinbefore mentioned.

THIS LEASE made the date stated in the Particulars BETWEEN

- (1) the Landlord specified in the Particulars ("the Landlord")
- (2) the Tenant specified in the Particulars ("the Tenant")

WITNESS

1. DEFINITIONS

IN this Lease the following expressions (where the context so admits) shall have the following meanings: -

"the Particulars"	The details on the proceeding page headed "Particulars"
"the Term"	The term specified in the Particulars which shall include any extension or continuation whether by statute or at common law.
"the Termination Date"	The date of expiration or sooner determination of the Term.
"the Demised Premises"	The whole and every part of the land described in the Particulars together with everything for the time being on the land and/or appurtenant to it but not any advertisements or advertisement hoardings thereon.
"Conduit"	Any conducting medium or other things within or without the Demised Premises by means of which any facility service or matter may pass.
"Requisite Notice"	A notice in writing to the Tenant seven days before any entry is made on the Demised Premises <u>PROVIDED THAT</u> in the case of an emergency no notice shall be required.
"Landlord"	Shall include the person entitled for the time being to the reversion of this Lease.
"Tenant"	Shall include the Tenant's successors in title and if it is an individual his personal representatives.

"Interest"

Interest at the rate of Four percentum above the TSB Bank PLC base rate payable on the date of demand from the date of demand by the Landlord (or if earlier the date at which monies shall have become due or at which the Landlord shall have expended monies in respect of which interest is required under this Lease) until the date of payment to the Landlord compounded with quarterly rests on the usual quarter days.

"Act"

Shall mean every Act of Parliament (whether specifically named herein or not) which may be relevant to the Demised Premises its user or anything on the Demised Premises the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order regulation directive bye-law rule consent or licence granted or required thereunder or by and Public or local authority or by any court of competent jurisdiction.

"the Landlord's Surveyor"

Shall mean the Landlord's Surveyor for the time being

"the Landlord's Solicitors"

Shall mean the Landlord's Solicitor for the time being

"decorate"

Shall mean to paint stain polish impregnate repaper or otherwise properly treat as the case may be all surfaces usually or requiring to be so treated having first prepared such surfaces by stripping burning off stopping and priming as may be necessary and to wash down all washable surfaces and to restore point and make good the brickwork and stonework whole where reasonably necessary and to grain or varnish any parts usually so treated all such decorations to be carried out with good quality materials and where painting is involved with two coats thereon.

2. INTERPRETATION

- (1) The details and descriptions appearing in the Particulars shall be included in the Lease

- (2) if there shall be more than one person included in the expression "Tenant" or "Guarantor" the covenants by them shall be joint and several
- (3) The expression "the Landlord" shall where the context so admits include any superior landlord and likewise the expression "Lease" includes "Under lease"
- (4) Where the Landlord or any other person exercises any rights to enter the Demised Premises under this Lease unless specifically provided herein to the contrary the person exercising such right shall do so in a reasonable manner and will make good any damage caused to the Demised Premises
- (5) Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.

3. DEMISE

The Landlord DEMISES to the Tenant ALL THOSE the Demised Premises with full title guarantee TOGETHER WITH

- (1) The right to the free passage of water soil gas electricity and all other services to and from the Demised Premises through the Conduits which are now or may within the Term not exceeding eighty years be in upon or under any neighbouring premises owned by the Landlord.
- (2) The right to support shelter and protection for the Demised Premises as presently enjoyed

EXCEPT AND RESERVING

- (1) The right to the free passage of water soil gas electricity from and to any neighbouring premises through the Conduits which are now or may hereafter within the Term not exceeding eighty years be in upon or under the Demised Premises or which may be subsequently installed or constructed within the like period
- (2) The right and liberty for the Landlord and the Landlord's Surveyor agents workmen and others at all times and from time to time upon Requisite written Notice or no less than 5 working days advance but not more frequently than twice a year to enter into and upon the Demised Premises and all parts thereof for the purpose of repairing maintaining altering cleansing examining or testing the Conduits serving the same and to make all connections and disconnections which

may be necessary in relation thereto including connection to adjoining premises of the Landlord and for the purpose of carrying out any work or doing any thing whatsoever comprised within the Landlord's obligations hereinafter contained and for the purpose of erecting rebuilding or altering any buildings or structures on the land of the Landlord or the Landlord's tenants adjoining or near the Demised Premises PROVIDED THAT the Landlord shall not be liable.

To the Tenant in any way in relation to any such work carried out or thing – done as aforesaid Provided Always that the Landlord shall make good forthwith any damage occasioned to the Demised Premises in the course of exercise of such rights

- (3) All rights of light air support and other easements and rights now or hereafter belonging to or enjoyed by the Demised Premises from or over any adjacent or neighbouring land or building but without prejudice to those rights expressly hereinbefore granted to the Tenant
- (4) The right to build or rebuild or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the Demised Premises is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affecting Subject Always to the second Proviso in Sub-Clause (2) above
- (5) The right to affix to the exterior of the Demised Premises pipes flues scaffolding and other apparatus in connection with the use of adjoining premises for a minimum period PROVIDED THAT the Landlord shall make good forthwith all damage caused thereby to the Demised Premises but shall not be liable to the Tenant for any inconvenience or otherwise howsoever in relation to any such work carried out or thing done as aforesaid
- (6) The right to support and protection to the other stop premises and property adjoining or near the Demised Premises

4. TERM

The Demised Premises are demised for the Term from and including the Commencement Date of the Term to and including the Expiry Date of the Term.

5. RENT AND RENT REVIEW

- (1) The yearly rent is the rent specified in the Particulars and so in proportion for any period less than a year payable by four equal payments in advance on the usual quarter days of which the first payment being the appropriate proportion from the date of commencement of this Lease down to the next ensuing quarter day shall be paid on the date thereof.

- (2) At the expiration of the fourth year of the Term and each subsequent period of four years of the Term (the time in each case being computed from the Commencement Date and the date of expiration of each such period being referred to as the "Date of Review") the then current rent shall be increased to such amount ("the Revised Rent") as may be agreed between the Landlord and the Tenant or determined in accordance with the sub-clause 5.3 as representing the open market rental value of the Property for a term of twenty years from the Date of Review as between a willing lessor and willing lessee on the terms of this Lease (other than as to rent payable but including these provisions for rent review) with vacant possession and without payment of any fine or premium on the assumptions that:-
- 5.2.1 at the Date of Review the Property is ready for occupation for use on the terms of this Lease and may be used for such purpose;
 - 5.2.2 if the Property has been destroyed or damaged in the whole or in part it has been fully repaired and restored;
 - 5.2.3 all the provisions of this Lease on the part of the Tenant have been fully performed and observed up to the Date of Review; and
 - 5.2.4 the Tenant can recover VAT or any similar tax.
- 5.3 But disregarding
- 5.3.1 any effect on rent of all trade fixtures and fittings affixed to the property either by the Tenant or its sub-tenants or their respective predecessors in the title during the Term.
 - 5.3.2 any effect on rent of the fact that the Tenant its sub-tenants or their respective predecessors in title have been in occupation of the property;
 - 5.3.3 any goodwill attached to the Property by reason of the carrying on at the Property the business of the Tenant its sub-tenants or their predecessors in title;
 - 5.3.4 any increase in the rental value of the Property attributable to the existence at the relevant Date of Review of any improvement to the Property or any part of the Property carried out by the and the expense of the Tenant or any lawful sub-tenant with consent in writing of the Landlord (if any were required) and otherwise than in pursuance of an obligation to the Landlord (save for an obligation to do works contained in a licence permitting alteration) either by the Tenant or its sub-tenants; and
 - 5.3.5 all restrictions relating to rent contained in any enactment and any directions so given relating to any method of determining rent.
- 5.4 if the Landlord and the Tenant shall be unable to agree on the amount of the said open market rental value then the same shall be decided by a surveyor (who shall act and be deemed to act as an expert and not as an arbitrator) to be agreed upon by the parties or in the event of failure so to agree then the same shall be decided by a surveyor to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party ("the Surveyor) and the decision of the Surveyor shall be binding on both the Landlord and the Tenant and the fees payable to the President and the Surveyor shall be

borne and paid by the parties in such shares and in such manner as the Surveyor shall determine and failing any such decision and subject to such a decision in equal shares. The Surveyor shall afford to each of the parties an opportunity to make written representation to him.

- 5.5 Notwithstanding the decision of the Surveyor, in no event shall the rent payable by the Tenant after each Date of Review be less than the rent payable by the Tenant immediately before such Date of Review.
- 5.6 In the event that by the relevant Date of Review the amount of the Revised Rent has not been agreed between the parties or determined as set out above then, in respect of the period of time beginning with the relevant Date of Review and ending on the quarter day immediately following the date upon which the amount of the Revised Rent is agreed or determined as set out as above the Tenant shall pay to the Landlord in the manner set out above rent as the yearly rate payable immediately before the relevant Date of Review and at the expiration of the said interval there shall be as a debt payable by the Tenant to the Landlord on demand as arrears of rent an amount equal to the difference between the Revised rent and rent actually paid during the said interval and apportioned on a daily basis in respect of the said interval together with interest at two percent below the Interest Rate from the due dates of payment for rent to the actual date of payment.
- 5.7 As soon as the amount of rent payable after a Date of Review has been agreed or ascertained in accordance with the terms of this Lease, the parties will immediately sign a Memorandum recording the amount of the Revised Rent.

6. TENANTS COVENANTS

The Tenant hereby covenants with the Landlord.

(1) Rent

To pay the rent and any reviewed rent as before mentioned on the dates mentioned for payment and by way of Banker's Order without any deduction or abatement (except as hereinafter specifically provided) provided that so long as the amount of rent which the Tenant is liable to pay is restricted by law the Tenant will in lieu of the rent hereby reserved pay the maximum amount of rent which such restriction may from time to time allow.

(2) Outgoings

To indemnify the Landlord against and to pay all existing and future rates taxes and outgoings payable in respect of the Demised Premises and to pay the Value Added Tax on all taxable supplies received by the Tenant and on all taxable supplies received by the Landlord and for which the Tenant is hereby required to pay under or in connection with this Lease (if appropriate)

(3) Insurance

(a) (1) By way of further rent to repay to the Landlord within twenty-one days of a demand being made therefor by the Landlord the sum which the Landlord shall from time to time pay for insuring the Demised Premises including fees and rent as more particularly set out in Clause 9(2).

(ii) To insure in the joint names of the Landlord and the tenant any plate glass in a reputable insurance office and to produce evidence thereof to the Landlord (a) within twenty-one days of the date of this Lease and (b) thereafter from time to time when required to do so by the Landlord.

(b) Not to do anything whereby any policy of insurance on the Demised Premises may become void or voidable and to comply with the requirements of the Landlord and of the Insurers of the Demised Premises PROVIDED THAT in the event of the Demised Premises being damaged or destroyed by fire or other of the insured risks and the insurance effected by the Landlord shall have been vitiated or payment of the insurance monies refused in whole or in part in consequence of some act or default on the part of the Tenant or the Tenant's servants employees agents or visitors then the Tenant shall reinstate the same at the Tenant's own expense.

(c) All monies payable by the Tenant under this clause shall be a charge on the Demised Premises and recoverable by distress as for rent in arrears.

(d) To effect all necessary insurances against Third Party and Public Liability claims and insurance of the Tenant's fixtures and fittings with an insurance company of repute and to indemnify the Landlord against all damaged costs claims actions proceedings act and liability whatsoever arising from the Tenant's occupation of the Demised Premises and to produce to the Landlord on demand the policy or policies of any such insurance and the receipt for the last premium payment.

(4) Waste Additions and Alterations

(a) Not to commit any waste on the Demised Premises.

(b) Not to make any addition to the Demised Premises.

(c) Not to make any alteration to the Demised Premises without the written consent of the Landlord which shall not be unreasonably withheld or delayed subject to the Tenant first making an application supported by drawings and where appropriate a specification in duplicate and paying the reasonable fees of the Landlord and the Landlord's respective professional advisers any consent given by the Landlord under this sub-clause to be conditional upon the Tenant re-instating if the Landlord shall so require the Demised Premises to their original condition at the end or sooner determination of the Term such re-instatement being at the Tenant's own expense PROVIDED THAT where such alteration includes the provision of fixtures and fittings they shall not become part of the Demised Premises and the Landlord shall be under no obligation to insure the same.

(5) Repairs

- (a) To keep the whole of the Demised Premises including all alterations and improvements to the Demised Premises including the windows thereof and all works and services connected therewith clean.
- (b) To keep clean the windows of the Demised Premises both inside and outside.

(6) Decoration

To decorate the Demised Premises on the dates specified in the Particulars and both the interior and the exterior in the last six months of the Term whenever determined the decoration in the last six months of the Term to be in a colour and style approved by the Landlord's Surveyor (such approval not to be unreasonably withheld or delayed)

(7) User

- (a) To occupy and use the Demised Premises for the purpose only specified in the Particulars.
- (b) Not to use or permit or suffer to be used the shop for residential purposes.
- (c) Not to carry on the user in a manner which may be a nuisance or annoyance or cause damage or inconvenience to the Landlord or the Landlord's tenants or any neighbouring owner or occupier or to the general public and all works requested by the Landlord's Surveyor to remedy or prevent the recurrence of such nuisance or annoyance or damage or inconvenience shall be carried out by the Tenant at the Tenant's own expense to the satisfaction of the Landlord's Surveyor.
- (c) Not to use the Demised Premises for any noxious noisy or offensive trade business nor for any illegal or immoral act or purpose nor for gaming or a club betting shop sex shop or amusement arcade and not to hold any sales by auction nor keep any animals or birds on the Demised Premises nor to use any part of the Demised Premises which shall not be built upon for the purpose of manufacturing of any description.
- (d) Not to allow the accumulation of rubbish or cause any obstruction outside the Demised Premises.
- (e) Not to use on the Demised Premises any machine other than normal machines consistent with the user hereinbefore specified without the proper written consent of the Landlord not to be unreasonable withheld or delayed.
- (f) Not to overload the Demised Premises and not to suspend loads from the trusses columns or ceilings thereof

(h) Not to discharge inappropriate amounts of (a) trade effluent from the Demised Premises nor (b) to allow to pass into the sewers drains or watercourses serving the Demised Premises any anxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injury forthwith to make good such damage to the satisfaction of the Landlord's Surveyor.

(i) Not in any way to obstruct any of the roads or passages adjacent to the Demised Premises.

(ii) To comply with all reasonable regulations made by the Landlord from time to time for the management of the Demised Premises and/or any estate of which the Demised Premises form part and/or any other land or premises used or to be used by the Tenant in common or jointly with any other person.

(8) Advertisements and Aerials etc

(a) Not without the Landlord's prior written consent (not to be unreasonably withheld or delayed) to exhibit any advertisement notice or sign on the Demised Premises or inside the Demised Premises so as to be seen from the outside and in particular not to erect any projecting or illuminated sign provided that the Tenant may erect a fascia or a board of reasonable size displaying the Tenant's name and business which if so required by the Landlord shall be removed on the Termination Date the Tenant making good any damage caused by such removal PROVIDED THAT this covenant shall not preclude any proper display of trade notices inside the shop windows of premises for use as a shop.

(c) Not to install any flag pole external television or radio aerial or window box on the Demised Premises.

(9) Assignments Underlettings etc

(a) Not to underlet nor share nor part with the possession or occupation of part of the Demised Premises to any party on a lease or licence given such persons rights of tenure.

(b) Not to assign nor charge part of the Demised Premises.

(c) Not without the previous written consent of the Landlord (which shall not be unreasonably withheld or delayed) to assign the whole of the Demised Premises and upon any assignment to obtain a direct covenant by the assignee with the Landlord to pay the rent and observe and perform the covenant and restrictions of this Lease for the remainder of the Term and if the Landlord shall so require to obtain an acceptable guarantor for any private limited company Provided that following completion of any permitted Assignment hereunder the Tenant shall be immediately released thereby from any future liability under the Lease.

(10) Registration of Documents

Within twenty eight days after any assignment charge or any transmission or other devolution relating to the Demised Premises or any part thereof to leave with the Landlord's Solicitors a certified copy of the relevant instrument and to pay to the Landlord's Solicitors a fee of Twenty-five pounds or such larger sum as the Landlord's Solicitor shall reasonably require.

(11) Entry in connection with Development

To permit the Landlord after Requisite Notice to enter the Demised Premises in connection with the development of any neighbouring premises and to build on or into any boundary wall of the Demised Premises without payment of compensation to the Tenant for any damage or otherwise provided always that the landlord shall use its best endeavours not to breach the provisions of Clause 9(1) hereof.

(12) Inspection

To permit the Landlord after Requisite Notice to inspect the Demised Premises for any purpose and to serve upon the Tenant notice in writing specifying any repairs and works required to be done whereupon within one month thereof or forthwith in an emergency the Tenant shall remedy any breach of covenant for which the Tenant is liable to the reasonable satisfaction of the Landlord's Surveyor and in case of default the Landlord may enter the Demised Premises and remedy the breach and all expenses thereof together with interest thereon shall be paid by the Tenant to the Landlord and shall be recoverable as a debt.

(13) Entry to Repair etc-

To permit the Landlord or such owners or occupiers of any neighbouring premises as are authorised by the Landlord after Requisite Notice to enter upon the Demised Premises in connection with the maintenance repair or alteration of any neighbouring premises or anything serving the same and running through the Demised Premises or to comply with any requirements of any competent authority without payment of compensation to the Tenant But any damage occasioned thereby shall forthwith be made good to the reasonable satisfaction of the Tenant.

(14) Reletting on Expiry

To allow the Landlord to enter on the Demised Premises at any time within six months next before the determination of the Term (howsoever determined) and to fix thereon a notice-board for reletting the same which shall not be removed or obscured but which shall be affixed in such a position so as not to interfere with the Tenant's business and to permit persons holding appropriate authority to inspect the Demised Premises at reasonable times upon at least 24 hours prior written notice.

(15) Compliance with Statutes etc

To comply in all respects with the provisions of all Acts for the time being in force and any requirements of any competent authority relating to the Demised Premises or any part thereof and so far as the law allows to indemnify the Landlord against all liability costs and expenses in respect thereof.

(16) Costs

To pay all expenses incurred by the Landlord and the Landlord's respective professional advisers in connection with any notice under Section 146 of the Law of Property Act 1925 or incidental to the preparation and service of a schedule of dilapidations during or upon the determination of the Term and every consent applied for under this Lease including where appropriate the approval of drawings and specifications the inspection of works and the issue of any certificate in respect thereof.

(17) Statutory Notices

To give full particulars to the Landlord within seven days of any notice or proposal issued by any competent authority and at the request and cost of the Landlord to make or join in making such objection or representation in respect of such notice or proposal as the Landlord shall reasonably deem expedient.

(18) Easements and Encroachments

Not to obstruct any window light or ventilator belonging to the Demised Premises or to any other building belonging to the Landlord and not to give to any party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings of the Demised Premises by the consent of such third party and to give immediate notice to the Landlord if any encroachment or easement affecting the Demised Premises shall be made or acquired or attempted to be made or acquired and at the Landlord's request at the cost of the Landlord and the Tenant equally to adopt such means as may be reasonably required to prevent the same.

(19) Items of Common Use or Benefit

That the Tenant will pay a proper proportion (hereinafter called "the Tenant's Contribution") of the reasonable expense of repairing cleansing and maintaining all party walls or party fence walls or party fences and sewers drains pipes watercourses channels cisterns gutters conduits mains wires cables and subways enjoyed in common by the Tenant as occupier of the Demised Premises and the occupiers of any adjoining or neighbouring premises.

(20) Town and Country Planning

In relation to the Planning Acts (by which expression it is intended herein to designate the Town and Country Planning Act 1990).

(a) Not to do or omit to do anything on or in connection with the Demised Premises the doing or omission of which shall be a contravention of the Planning Acts or of any notices order licences consent permissions or conditions (if any) served made granted or imposed thereunder or under any enactment repealed thereby and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them (whether arising during the Term or thereafter) and against the costs of any application for planning permission and the works and things done in pursuance thereof.

(b) In the event of the Landlord giving written consent to any of the matters in respect of which the Landlord's consent shall be required under the provisions of this Lease or otherwise and in the event of permission from any planning authority under the Planning Acts being necessary for any addition alteration or change in or to the Demised Premises or for the change of user thereof to apply at the cost of the Tenant to the local and planning authorities for all consents and permissions which may be required in connection therewith and to give notice to the Landlord of the granting or refusal (as the case may be) of all such consents and permission forthwith on the receipt thereof.

(c) In the event of any planning authority agreeing to grant the desired planning permission only with modifications or subject to conditions to give to the Landlord forthwith full particulars of such modifications or conditions AND if such modifications or such conditions shall in the reasonable opinion of the Landlord be undesirable then the Tenant shall not proceed with the works or change of user to which the application related.

(d) To give notice forthwith to the Landlord of any notice order or proposal for a notice or order served on the Tenant under the Planning Acts or otherwise coming to the notice of the Tenant and if so required by the Landlord to produce the same and at the request of the Landlord at the cost of the Landlord and the Tenant equally to make or join in making such objections or representations in respect of any proposal as the Landlord may require.

(e) To comply at the Tenant's own cost with any notice or order served on the Tenant under the provision of the Planning Acts.

(f) Not to apply for planning permission in respect of the whole or any part of the Demised Premises or to carry out any development or other works or effect any change of use if the making of such application or the carrying out of such development or other works or such change of use would or might give rise to any tax charge or other levy payable by the Landlord.

(g) Unless the Landlord shall otherwise direct to carry out before the expiration or sooner determination of the Term any works stipulated to be carried out to the Demised

premises by a date subsequent to such expiration or sooner determination as a condition of the grant of any planning permission obtained by the Tenant [or any sub-tenant] during the Term.

(h) if and when called upon so to do to produce to the Landlord or the Landlord's Surveyor all such plans documents and other evidence as the Landlord may require in order to satisfy itself that the provisions of this sub-clause have been complied with in all respects.

(21) Statutory Acquisitions

Not to do or omit to do any act matter or thing as a consequence whereof the Landlord's reversion immediately expectant upon the determination of the Term shall become liable to acquisition pursuant to any statutory provisions from time to time in force.

(22) To Provide Fire Fighting Appliances

To keep the Demised Premises sufficiently supplied and equipped with such fire fighting and extinguishing appliance suitable in all respect to the type of user of or business manufacture process or trade carried on upon the Demised Premises as shall from time to time be required by law or by the local or other competent authority and as shall be reasonably required by the Landlord or the Landlord's Insurers (so far as not opposed to the legal obligations of the Tenant) and such appliances shall be open to inspection and shall be maintained to the reasonable satisfaction of the Landlord and also not to obstruct the access to or means of working such appliances or the means of escape from the Demised Premises in case of fire.

(23) Provision as to Health and Safety

At all times during the Term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be enacted including but without prejudice to the generality of this sub-clause the Health and Safety at work etc Act 1974 the Factories Act 1961 the Office Shops and Railways Premises Act 1963 the Employers Liability (Compulsory Insurance) Act 1969 Employer's Liability (Defective Equipment) Act 1969 Control of Pollution Act 1974 or any statutory modification or re-enactment thereof for the time being in force and bye-laws rules regulations orders and codes of practice and guidance notes made and/or issued thereunder and in particular those by the Health and Safety Executive thereunder are or shall be directed as necessary to be done or executed upon or in respect of the Demised Premises or any part thereof or in respect of the Tenant's use thereof by the owner lessee tenant or occupier thereof.

7. PROVISOS

(1) Proviso for Re-entry

If the whole or any part of the rent shall be unpaid for twenty-one days after becoming payable whether formally demanded or not or if there shall be any breach of any of the Tenant's covenants or if any Tenant being a corporation shall enter into liquidation whether compulsory or voluntary except for the purpose of amalgamation or reconstruction or suffer a receiver to be appointed or being an individual shall commit any act of bankruptcy the Landlord may at any time thereafter re-enter upon the Demised Premises or any part hereof and this lease shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any break of covenant by the Tenant.

(2) Distress

Without prejudice to the Landlord's rights under sub-clause (1) above if the whole or any part of the rent together with accrued Interest thereon shall be in arrears for twenty-one days whether legally demanded or not it shall be lawful for the Landlord to enter into and upon the Demised Premises or any part thereof and distrain upon the Tenant's goods plant machinery equipment fixtures and fittings and dispose of the same in due course of law and to apply the proceeds thereof in or towards payment of rent in arrears together with Interest and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Landlord to distrain upon the Demised Premises for rent in arrears shall extend to and include any Tenant's fixtures or fittings not otherwise by law distrainable which may from time to time be thereon

(3) Exclusion of Use Warranty

Nothing in this Lease shall imply or warrant that the Demised Premises may be used for the purpose herein authorised under the Planning Acts and regulations now or from time to time in force.

(4) Service of Notices

Any notice hereinbefore or by statute required to be served shall be sufficiently served by the Landlord if left or sent by recorded delivery post addressed to the Tenant at the Demised Premises and by the Tenant if sent by recorded delivery post addressed to the place of business or office for the time being of the Landlord's Solicitors and any notice so sent shall be deemed to have been duly served at the expiration of twenty-four hours after the time of posting.

(5) Paragraph Headings

Paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation hereof.

(6) Cesser of Rent

If the Demised Premises or any part thereof shall be destroyed or so damaged by fire or any other risk insured against by the Landlord so as to be unfit for occupation or use then unless the insurance of the Demised Premises shall have been vitiated by the act neglect default or omission of the Tenant the rent hereby reserved or such fair and just proportion thereof according to the nature and extent of the damage sustained as shall be determined by the Landlord's Surveyor whose decision shall be final and binding shall be suspended and cease to be payable until the Demised Premises or damaged portion thereof shall have been reinstated or made fit for occupation or until the expiration of the period for which the Landlord has insured against loss of rent whichever is the shorter PROVIDED THAT if the demised Premises are not so reinstated or made fit for occupation as aforesaid by the expiration of the period for which the Landlord has insured against loss of rent then the Tenant shall at any time thereafter be entitled to serve on the Landlord not less than twenty-eight days notice of determination of this Lease in which event and upon the expiration of the period mentioned in the said notice this Lease shall absolutely determine but without prejudice to the rights of either party against the other in respect of any antecedent breach of covenant PROVIDED FURTHER that in the event of the service of such notice as aforesaid the Tenant shall (but for the period of the notice only not exceeding twenty-eight days) not be under any obligation to pay the rent due under this Lease.

(7) Compensation

No compensation shall be payable by the Landlord to the Tenant in respect of any improvements or alterations carried out by the Tenant to the demised Premises nor will the Landlord be under any obligation to provide alternative accommodation except insofar as current Landlord and Tenant legislation may apply

(8) Damage for Services

The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by defects in any plant or machinery pipes wires cables or other service media in the Demised Premises or any neighbouring premises

(9) Arrears of Rent

If and whenever the Tenant shall fail to pay the rent including insurance rent and the [Tenant's Contribution] within twenty-one days of the due date whether or not demanded by the Landlord the Tenant shall become liable to pay interest on such rent from the date when it was due to the date on which it is actually paid

8. LANDLORD'S COVENANTS

Subject to the Tenant paying the rent including insurances rent and the Tenant's Contribution and performing and observing the several covenants on the Tenant's part and the Conditions herein contained the Landlord hereby covenants with the Tenant

(1) That the Tenant shall have quiet enjoyment of the Demised Premises against the Landlord and all persons claiming title through the Landlord.

(2) To keep the Demised Premises insured against such perils including loss or damage by fire and other comprehensive risks to be found in an appropriate such policy (having regard to the location and type of the Demised Premises) and in its full reinstatement value including three year's loss of rent architects and surveyors fees PROVIDED that the Tenant shall have the right to require the Landlord to increase the scope or extent of the perils covered by the Landlord's Insurance Policy by giving to the Landlord's Surveyor not less than fourteen days Notice of the Tenant's desire to increase such insurance as aforesaid Upon receipt of such Notice the Landlord shall cause the insurance cover to be so increased and shall be entitled to cover the additional premium from the Tenant in accordance with Clause 6(3) hereof The Landlord shall cause all insurance monies received other than for loss of rent to be laid out in making good the damage for which the money has been received or rebuilding the Demised Premises as the case may be PROVIDED

(a) the Landlord shall not be liable to the Tenant for any delays in such making good or rebuilding caused by strikes lock outs restrictions imposed by the Government or other Authority or by shortage of labour or materials or other cause beyond the Landlord's control

(b) that the Tenant shall allow the Landlord the Landlord's workmen and employee and such other persons as are necessary to enter upon the Demised Premises for the purpose of making good or reinstating the same as aforesaid

(c) to clean paint light repair maintain or rebuild the main structure and all walls fences sewers drains pipes wires and other similar items which shall belong to the Demised Premises or to adjoining or contiguous premises and which shall be used or be capable of being used by the Tenant in common with the owners or occupiers of such premises.

(3) in the event of the Demised Premises being Destroyed or damaged by any of the perils against which the Landlord has insured forthwith to lay out any moneys received by the Landlord under the policy of insurance (except moneys received in respect of loss of rent) in reinstating the Demised Premises.

(4) maintain and keep in good repair and condition all that building known as 43 Morris Road London E14 5DA ("the building") as is not demised to the Tenant by this

Lease and shall ensure that there shall be no deterioration in the state of the building and same shall be properly maintained and repaired and wind and waterproof throughout the term of this Lease.

9. DISPUTES

(a) Any disputes arising as between the Tenant and the Landlord's tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to any easement right or privilege in connection with the use of the Demised Premises from the adjoining property [or as to the amount of any contribution towards the expenses of works and services used in common with any other property] shall be decided by the Landlord's Surveyor whose decision shall be binding upon all parties to the dispute.

(b) Without prejudice to the Landlord's rights under Clause 7(1) hereof any disputes or difficulties arising as between the Landlord and the Tenant as to their respective rights during or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this Lease other than as provided by Sub-Clause (a) of this Clause shall be determined by a single Surveyor acting as an expert agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institute of Chartered Surveyors whose decision shall be final and binding.

12. REFERENCES TO COSTS AND VAT

All references in this Lease to

(1) legal costs shall be construed as including all Counsel's fees reasonably incurred and Solicitors costs (including profit costs whether the Solicitor engaged is employed by one party hereto or any other person) assessed in accordance with the Solicitors Remuneration Order 1972 on a Solicitor and Client basis and

(2) sums (including rents) payable by one party hereto to the other shall be construed as references to such sums exclusive of the Value Added Tax imposed by the Finance Act 1972 and the Tenant shall pay in addition to any sum payable to the Landlord under this Lease any Value Added Tax payable in respect of that sum.

13 EXCLUSIVE OF IMPLIED OBLIGATIONS OF LANDLORD AND EFFECT OF WAIVER

(1) Nothing in this Lease shall render the Landlord liable (by implication of law or otherwise) for the doing of anything which the Landlord has not expressly covenanted to carry out or do.

(2) No acceptance or demand or receipt for rent by the Landlord after knowledge (actual or implied) by the Landlord or the Landlord's agents of any breach of any of the covenants agreements and obligations on the part of the Tenant herein contained or

(1) Nothing in this Lease shall render the Landlord liable (by implication of law or otherwise) for the doing of anything which the Landlord has not expressly covenanted to carry out or do.

(2) No acceptance or demand or receipt for rent by the Landlord after knowledge (actual or implied) by the Landlord or the Landlord's agents of any breach of any of the covenants agreements and obligations on the part of the Tenant herein contained or implied shall operate as a waiver in whole or in part of such breach or of the Landlord's right of forfeiture or re-entry in respect thereof but any such breach shall for all the purposes of this Lease be a continuing breach for so long as such breach shall be subsisting and no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or demand or receipt for rent as a defence in any action or proceedings by the Landlord

(3) Each of the covenants on the part of the Tenant contained or implied by this Lease shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever any similar covenant or covenants affecting any adjoining or neighbouring property

14. IT IS HEREBY CERTIFIED that there is no Agreement for Lease to which this Lease gives effect

WITNESS whereof the Landlord has hereunto set his hand and the Tenant has hereunto set his hand the day and year first above written

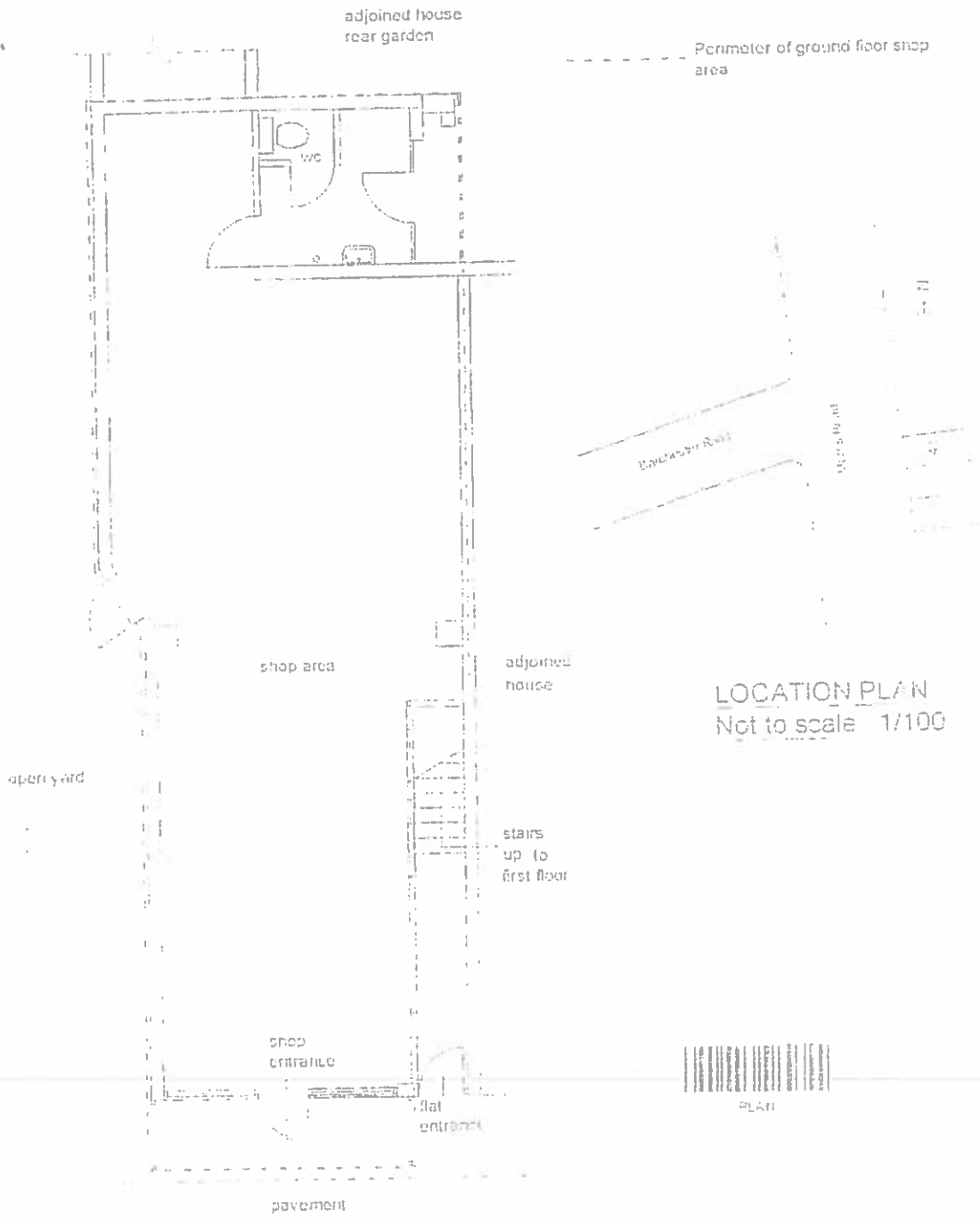
SIGNED by the said)
Mr. Cengiz Aslan)

In the presence of)

SIGNED by the said)
Nurettin Erdogan)

In the presence of)

MR HIKMET OZKUTAN
LLB (Hons)
SOLICITOR and COMMISSIONER
FOR OATHS



GROUND FLOOR PLAN
Scale: 1/100

43 MORRIS ROAD
London E14 6NX

FLOOR PLAN
Date: December 2006

H.M. LAND REGISTRY

NGL 275 135

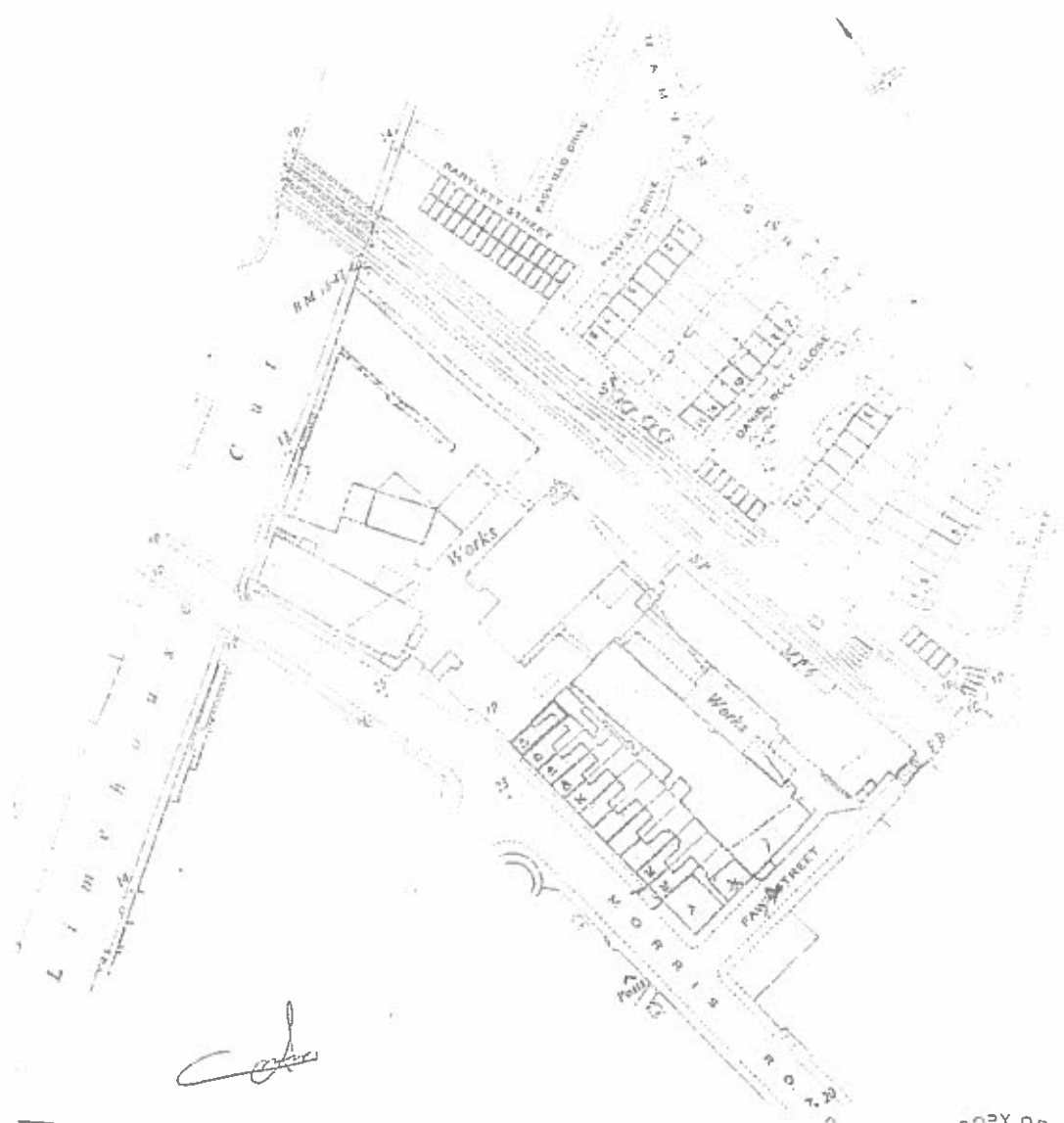
ORDNANCE SURVEY PLAN-REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER LONDON		TQ 3781	P

Scale: 1/1250

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Old Reference LFM VIII. 51. E. 1

BOROUGH OF TOWER HAMLETS



Carajz Aslan

Carajz Aslan

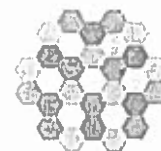


APPENDIX 2

APPENDIX 2

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number EGL517595 Edition date 15.02.2007

- This official copy shows the entries on the register of title on 16 OCT 2014 at 11:53:19.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Oct 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

TOWER HAMLETS

- 1 (15.02.2007) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 43 Morris Road, London (E14 6NK).

NOTE:-Only the ground floor shop premises are included in the title.

- 2 (15.02.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 12 January 2007
Term : 20 years from 1 August 2006
Parties : (1) Cengiz Aslan
(2) Nurettin Erdogan
- 3 (15.02.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (15.02.2007) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (15.02.2007) PROPRIETOR: NURETTIN ERDOGAN of [REDACTED]

Title number EGL517595

End of register

APPENDIX 3

APPENDIX 3

DATED

LEASE (COUNTERPART)

relating to

GROUND FLOOR SHOP 121 POPLAR HIGH STREET
LONDON E14 0AE

between

GROCOLA PLC

and

NURETTIN ERDOGAN

PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s) EGL515391

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

GROCOLA PLC REGISTERED OFFICE ADDRESS Jackson House Station Road
Chingford London E4 7BU COMPANY REGISTERED NUMBER 01209354

Tenant

NURETTIN ERDOGAN of [REDACTED]
[REDACTED]

Guarantor - None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.
See the definition of "Property" in *clause 1.1* of this lease.

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

The term as specified in this lease at *clause 1.1* in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in clause 3 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 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an initial rate of £12,000.00 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954

Building: Palm Court, 121, 123 and 123a Poplar High Street, London E14 0AE shown edged in blue on Plan 2.

Contractual Term: a term of TWENTY years beginning on, and including the date of this lease

CDM Regulations: the Construction (Design and Management) Regulations 2007 (SI 2007/320).

Common Parts:

- (a) the main structure of the Building including the foundations and roof, all exterior or load-bearing or structural walls, pillars, beams, joists, ceilings, floors, structural floor slabs and ramps;
- (b) the doors in all exterior or load-bearing or structural walls, and their frames and fittings;
- (c) the windows in all exterior or load bearing or structural walls, and their frames, fittings and sills;
- (d) all parts of the Building that are of common benefit to, and the areas and amenities made available from time to time by the Landlord for use in common by, the tenants and occupiers of the Building and all persons expressly or by implication authorised by them

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

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Insurance Rent: the aggregate in each year of:

- (a) a fair proportion of the gross cost of the premium before any discount or commission for insurance of the Building, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of those costs, fees and expenses; and
- (b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years;
- (c) [a fair proportion of the gross cost of the premium before any discount or commission of public liability insurance in relation to the Landlord's interest in the Building, and

insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of National Westminster Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of any adjoining and neighbouring property in which the Landlord has or acquires an interest

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use as a supermarket and off licence within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: the Ground Floor of the Building shown edged red on Plan 1 situated at 121/123 Poplar High Street, Poplar, E14 0AE and including:-

- (a) the floors down to the upper side of the joists slabs or beams of which the same are affixed;
- (b) the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed;
- (c) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars;
- (d) the walls, pillars, doors and windows insofar as they do not form part of the Common Parts;

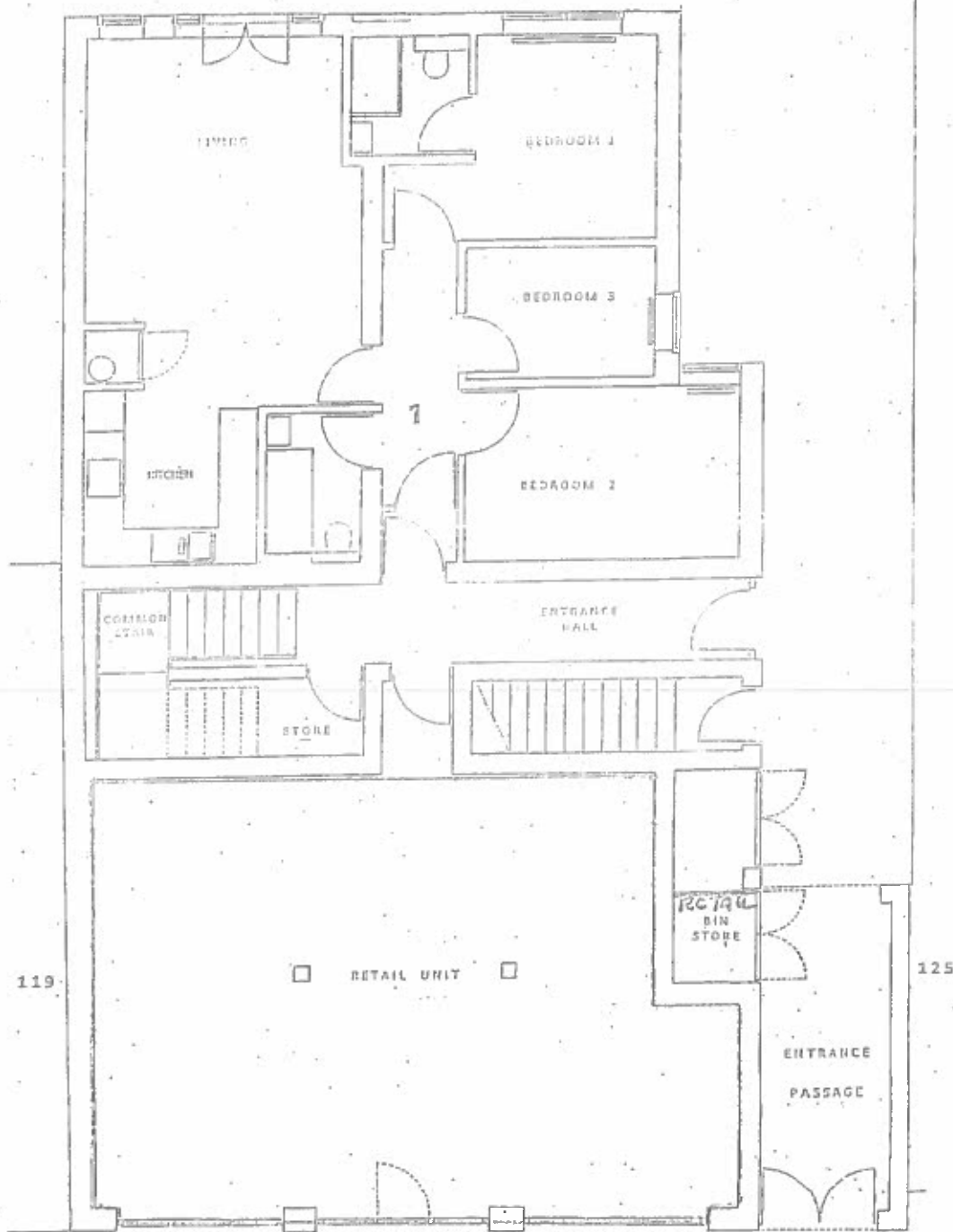
PLAN 1

121 - 123 POPLAR HIGH STREET LONDON E14 0AW

CONVEYANCING PLANS



SCALE 1:100



GROUND FLOOR PLAN - FLAT 1 - 72 sq. M

RETAIL UNIT 62 sq. M

121 - 123 POPLAR HIGH STREET LONDON E14 0AW

PLAN 2

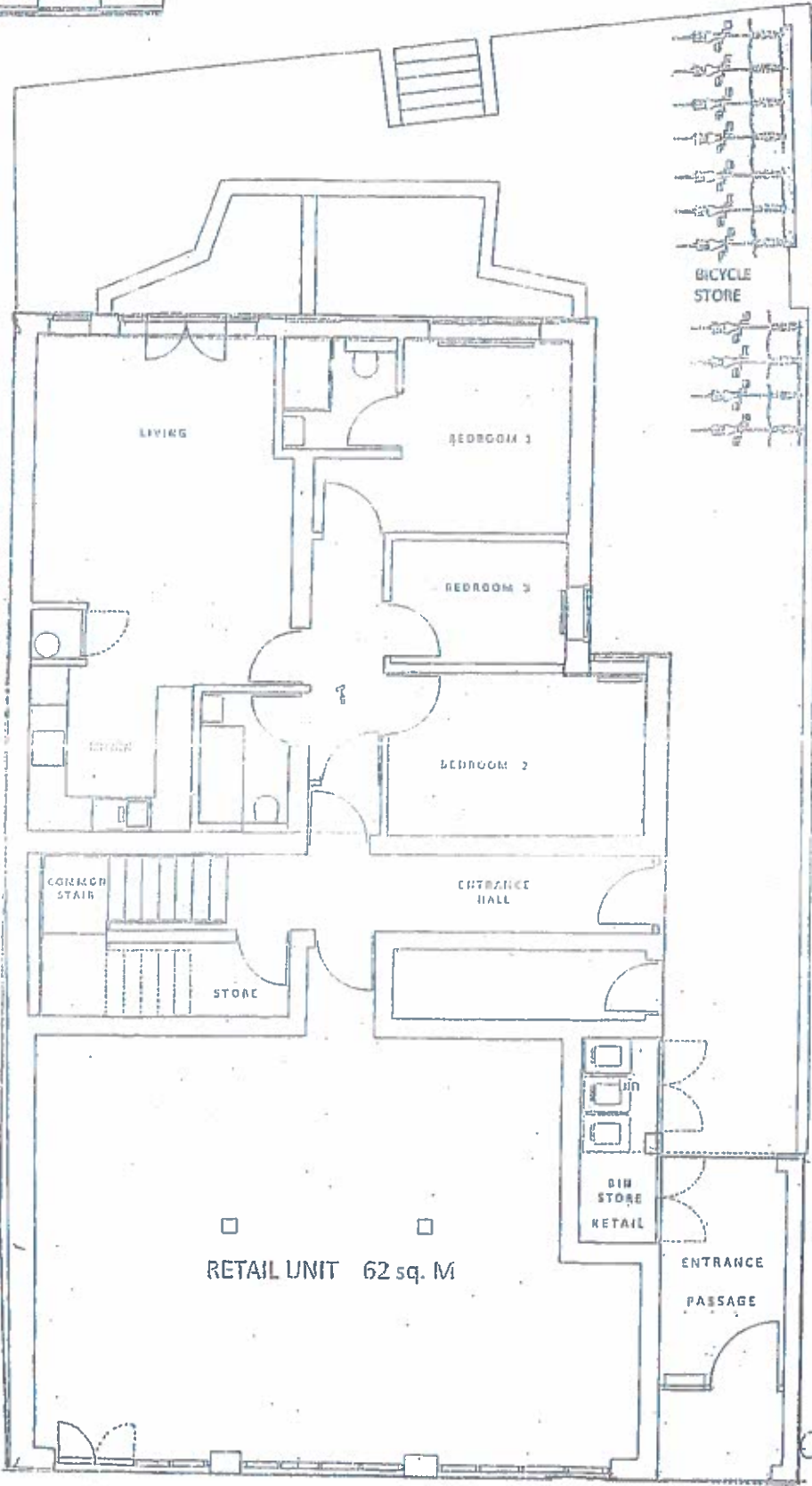
CONVEYANCING PLANS



SCALE 1:100



LOCATION MAP 1:1250



OWFH
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117

(e) one half of the thickness of the interior, non-structural or load-bearing walls that adjoins any other part of the Building;

(f) all Service Media within the Property exclusively serve the Property;

but excluding:

(g) the Common Parts; and

(h) all Service Media within the Property which do not exclusively serve the Property

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date:

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

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: the fifth anniversary of the Contractual Term and every fifth anniversary of that date and the last day of the Contractual Term.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Tenant's Proportion: a fair proportion

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property and charges register of title number EGL515391

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.4 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of it.
- 1.7 The expression **neighbouring property** does not include the **Building**.
- 1.8 A reference to the **term** is to the **Contractual Term** and statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 42.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 42.6.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to laws in **general** is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.14 Any **obligation on the Tenant not to do something** includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.17 A reference to **writing** or **written** includes fax but not e-mail
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent; and
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the Rights):
- (a) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease;
 - (b) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the period of 20 years from commencement of the Contractual Term;

- (c) the right to use the commercial bin storage area and of access and egress thereto and therefrom

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.

3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.

3.5 The Tenant shall comply with all laws relating to its use of any part of the Building pursuant to the Rights.

3.6 In relation to the Rights mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace within the Building any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.7 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Building or any neighbouring property nor is to be taken to show that the Tenant may have any right over any such part of the Building or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the period of 30 years from the commencement of the Contractual Term; the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;
- (c) at any time during the term, the full and free right to develop any part of the Building (other than the Property) and the Landlord's Neighbouring

Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations; [and]
- (f) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(b) are exercised; and

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations;
- (b) to carry out any works; and
- (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property, the Building or the Landlord's Neighbouring Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable written notice to the Tenant.

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

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:
- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- (a) in the open market;
 - (b) at the relevant Review Date;

- (c) on the assumptions listed in clause 7.5; and
- (d) disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 10 years commencing on the relevant Review Date, if longer; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent, and other than the provision in this lease for a rent-free period;
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
- (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
- (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
- (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (f) no work has been carried out on the Property or on the Building that has diminished the rental value of the Property;
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;

- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.

7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference]. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.

7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor,

the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review

7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after] the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

7.13 Time shall not be of the essence for the purposes of this clause.

7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall keep the Building (other than any plate glass) insured against loss or damage by the Insured Risks for [the sum which the Landlord considers to be] its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall pay to the Landlord on demand:

- (a) its proportion of the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy in so far as the excess is attributable to the Property; and
- (c) any reasonable costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes and the Tenant's Proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes.

8.4 The Tenant shall:

- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Building or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the exercise of the Rights by the Tenant;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to insurance money that the insurers of the Building refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building with the actual or implied authority of any of them.

8.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any

damage to the Building to repair the damage for which the money has been received or (as the case may be) in rebuilding the Building (as the case may be). The Landlord shall not be obliged to:

- (a) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Building after a notice has been served pursuant to clause 8.7.

8.6 If the Building is damaged or destroyed by an Insured Risk so as to make the Property unfit for occupation and use, then, unless the policy of insurance in relation to the Building has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Building with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Building, the Landlord considers that it is impossible or impractical to reinstate the Building, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.

9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

11.1 The Tenant shall pay the Landlord on demand the Tenant's Proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Building but used or capable of being used by the Building in common with other land.

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

14.1 The Tenant shall pay the reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. COMPENSATION ON VACATING

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

16. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17. REGISTRATION OF THIS LEASE

17.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM 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.

17.2 The Tenant shall not:

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

18. ASSIGNMENTS

18.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

18.2 The Tenant shall not assign part only of this lease.

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

- (a) a condition that the assignor enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor;

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

(v) is otherwise in a form reasonably required by the Landlord,

(b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in the Schedule (but with such amendments and additions as the Landlord may reasonably require).

18.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

(a) the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied;

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

(c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

(d) there is any rent review outstanding.

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

19. UNDERLETTINGS

19.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

19.2 The Tenant shall not underlet part only of the Property.

19.3 The Tenant shall not underlet the Property:

(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].

19.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

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

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease;
- (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
- (d) a covenant by the undertenant not to underlet or assign the whole or part of the Property;
- (e) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (f) 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 Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld

19.6 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 or delayed;
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

- (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.

20. SHARING OCCUPATION

- 20.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

21. CHARGING

- 21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

- 21.2 The Tenant shall not charge part only of this lease.

22. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

- 23.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

- 23.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of

completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

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

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors[and
- (c) pay the Landlord's solicitors a registration fee of £75 (plus VAT)].
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

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

24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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 HM 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.

25. TENANT'S COVENANTS FOR REPAIR

25.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property, is kept in good working order.

25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them;

25.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.

25.4 The Tenant shall replace any plate glass or other window that becomes cracked or broken as soon as possible.

26. LANDLORD'S COVENANT FOR REPAIR

26.1 The Landlord shall use its reasonable endeavours to keep or to procure that the same are kept the Common Parts (other than any parts of the Building that are part of the Property or have been let to another tenant) in a reasonable state of repair. Without prejudice to its obligations under clause 8, the Landlord shall not be obliged to carry out any repair where the need for any repair has arisen by reason of the occurrence of an Insured Risk.

26.2 The Tenant shall pay the Landlord on demand the Tenant's Proportion of the costs incurred or properly estimated by the Landlord to be incurred by the Landlord in keeping the Common Parts and the Service Media belonging to the Landlord at it (other than any parts of the Building or Service Media that are part of the Property or have been let to another tenant) in good repair and condition and in redecorating the exterior of the Building as often as is reasonably necessary. Without prejudice to its obligations under clause 8, the Tenant shall not be required to make any payment under this clause in respect of any work carried out by the Landlord by reason of the Landlord's obligations in clause 8.

27. DECORATION

27.1 The Tenant shall decorate the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

27.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

27.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

28. ALTERATIONS

28.1 Except in accordance with clause 29, the Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary of the Property.

28.2 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

28.3 The Tenant shall not install any Service Media at the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

28.4 The Tenant shall not carry out any alteration to the Property which would[, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

29. SIGNS

29.1 Subject to clause 29.2, the Tenant shall not attach any signs, fascia, awnings, placards, boards, posters and advertisements (Signs) to the exterior of the Property or display any inside the Property so as to be seen from the outside.

29.2 The Tenant may attach a shop fascia of a size and design approved by the Landlord, such approval not to be unreasonably withheld or delayed appropriate to the nature and location of the Property and the Permitted Use and may display such trade posters and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

29.3 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or letting board as the Landlord reasonably requires.

30. RETURNING THE PROPERTY TO THE LANDLORD

30.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

30.2 If the Landlord gives the Tenant notice, the Tenant shall remove items, including any Signs, it has fixed to the Property, remove any alterations it has made to the Property (except to the extent that such removal would leave the Property insecure) and make good any damage caused to the Property by that removal.

30.3 At the end of the term, the Tenant shall remove from the Property all fittings and chattels belonging to or used by it and all stock (whether or not belonging to it)

30.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any fittings, chattels, stock or items it has fixed to the Property and which have been left by the Tenant on the Property 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.

30.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property

into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

31. USE

- 31.1 Subject to clause 31.2, the Tenant shall not use the Property for any purpose other than the Permitted Use.
- 31.2 The Tenant may use the Property for another use within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this lease) with the consent of the Landlord, such consent not to be unreasonably withheld or delayed
- 31.3 The Tenant shall keep the Property open for trading during such hours and on such days as are usual in the locality. However, the Tenant shall not be required to be open for trading in any period during which:
- (a) the Tenant (or any authorised undertenant) is carrying out any authorised fitting out works or other alterations; or
 - (b) the Tenant has vacated the Property in anticipation of an authorised assignment of this lease or underletting of the Property; or
 - (c) it is not possible to occupy the Property following damage or destruction by an Insured Risk; or
 - (d) occupation or trading would result in a breach of any other provision of this lease.
- 31.4 The Tenant shall not place or keep any items on any external part of the Property (whether or not such items are for sale).
- 31.5 The Tenant shall keep the shop window of the Property appropriately dressed and lit.
- 31.6 The Tenant shall not leave any refuse outside the Property or on any street or pavement outside the Property
- 31.7 The Tenant shall load and unload goods only at such times as accord with any by laws or parking restrictions imposed by the local authority.
- 31.8 The Tenant shall not allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any neighbouring property.

31.9 The Tenant shall not use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or of any neighbouring property.

31.10 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

31.11 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other part of the Building or any neighbouring property.

32. COMPLIANCE WITH LAWS

32.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

32.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

32.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:

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

32.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

32.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.

32.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

32.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

32.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

32.9 The Tenant shall pay on demand the Tenant's Proportion of the costs incurred or properly estimated by the Landlord to be incurred by the Landlord in complying with all laws relating to Building and the Service Media belonging to the Landlord at it (other than any parts of the Building or Service Media that are part of the Property or have been let to another tenant). Without prejudice to its obligations under clause 8, the Tenant shall not be required to make any payment under this clause in respect of any work carried out by the Landlord by reason of the Landlord's obligations in clause 8.

33. ENERGY PERFORMANCE CERTIFICATES

33.1 The Tenant shall:

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

33.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld/

34. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

34.1 The Tenant shall not grant any right or licence over the Property to any person.

- 34.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

34.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.

34.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Property or any other part of the Building is enjoyed with the consent of any third party.

34.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

35. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

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

35.2 If the Tenant has not begun any works needed to remedy that breach within three months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

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

35.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 39.

36. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or any other part of the Building with the actual or implied authority of any of them.

37. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

38. GUARANTEE AND INDEMNITY

38.1 The provisions of the Schedule apply.

38.2 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, within 14 days of that request, enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

38.3 Clause 38.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

38.4 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

39. RE-ENTRY AND FORFEITURE

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

- (a) any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

- (b) any breach of any condition, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

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

40. JOINT AND SEVERAL LIABILITY

40.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

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

40.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, [unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice]

41. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

41.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to subject matter.

41.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) [other than those contained in any written replies that have been given to any written enquiries raised before the date of this lease].

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

41.4 Nothing in this clause shall limit or exclude any liability for fraud.

42. NOTICES, CONSENTS AND APPROVALS

42.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
- (b) given:
 - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
 - (ii) by fax to the party's main fax number.

42.2 If a notice complies with the criteria in clause 42.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 10.00 am on the next working day after transmission.

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

42.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

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

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

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

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

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

42.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

43. **GOVERNING LAW**

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

44. **JURISDICTION**

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

45. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]

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

Schedule Guarantee and indemnity

1. GUARANTEE AND INDEMNITY

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

- (a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the Authorised Guarantee Agreement) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

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

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under *paragraph 1.1(a)* and *paragraph 1.2(a)* shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

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

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or

- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- (f) [a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or]
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express [written] release [by deed] of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

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

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

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

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

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

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

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

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

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

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

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

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

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

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

6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

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

7. OTHER SECURITIES

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.



LONDON FIRE AND EMERGENCY PLANNING AUTHORITY

APPENDIX 4

Fire Safety Regulation
169 Union Street London SE1 0LL
T 020 8555 1200 x89171

Minicom 020 7960 3629
london-fire.gov.uk

Sal & Co Solicitors
191 Angel Place
Edmonton
London
N18 2UD

London Fire and Emergency Planning
Authority runs the London Fire Brigade

Date 22 September 2014
Our Ref 05/174519/CL
Your Ref DD/08528/14/ERDOGAN

FAO: Dogan Dogus

Dear Sir/Madam

LICENSING ACT 2003

Premises: 121-123 Poplar High Street E14 0AE

With reference to the application dated 9 September, as shown on the unmarked plan, number the Fire Authority **does not propose to make any representation** to the Licensing Authority, provided that the premises are constructed and managed in accordance with the information supplied with your application. A fire risk assessment should be carried out and recorded in accordance of Article 9 of the Regulatory Reform (Fire Safety) Order 2005.

You should, however, note that the Authority may make a representation about a Provisional Statement being converted to a premises license/club premises certificate until such time that the premises have been completed in accordance with the submitted drawing(s) and to the satisfaction of the Authority.

This letter is without prejudice to the powers of the licensing authority and to any requirements or recommendations that may be made by enforcing authorities under other legislation. It is also without prejudice to any requirements or recommendations that may be made by this Authority under the Regulatory Reform (Fire Safety) Order 2005 or the Petroleum (Consolidation) Act 1928. All alterations should comply with the appropriate provisions of the current Building Regulations.

Any queries regarding this letter should be addressed to the person named below. If you are dissatisfied in any way with the response given, please ask to speak to the Team Leader quoting our reference.

Yours faithfully

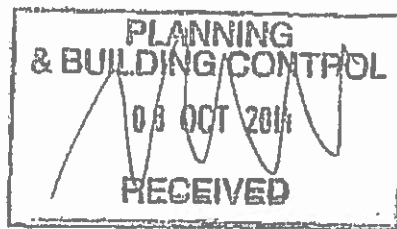

Deputy Assistant Commissioner (Fire Safety Regulation)

Deputy Commissioner's Directorate
FSR-AdminSupport@london-fire.gov.uk

cc: Tower Hamlets Licensing Authority, Mulberry Place (AH). PO Box 55739, 5 Clove Crescent. E14 1BY

Reply to Katie Thompson


APPENDIX 5



SHEIKH ROHMAN
[Redacted]

The Licensing Department
London Borough of Tower Hamlets
Licensing Section Mulberry Place
5 Clove Crescent
London
E14 2BG

Dear Sir/Madam,

REF: This is an objection in reference to the new premise license at 121-123 Poplar High Street, Poplar, E14 0AE.

Please consider the following points in reference to the objection of premise license to the above site.

1. Concentration of Licensed Outlets.

- There are numerous public houses off of Poplar High Street in close proximity to the proposed site
- There are numerous shops selling alcohol on the high street and just off of the High Street.
- In addition to above there are numerous restaurants serving alcohol in close proximity around the proposed site.

After leaving local restaurants late at night the concern is that people will be drawn into the residential area on and off the High Street, where the proposed off license site would be located, for the further purchase of alcohol and other items. There is also potential overspill from events such as weddings and parties that take place in the Church Hall, respectively in a very close proximity of the proposed site.

The addition of another outlet selling alcohol in this location, which is bounded by two children's school and the Church Hall which hosts weekly regular young children's events, is inappropriate during daylight hours and after dark adds to concerns about breaches of the peace increasing in and around the park near to the site (as referred to below).

2. Crime and Disorder.

If an alcohol licence will draw unwelcome attention and increased footfall at unsociable hours to the residential area in and around Poplar High Street. Noise, public nuisance, anti-social behaviour, low-level nuisance (non-reportable crime including shouting, swearing, urination in public, littering) will be increased. The site is close to a park. Historically there have been vagrants sleeping in the park and incidents of regular gatherings of youths drinking alcohol and causing disturbances. Police attention to this issue has largely cured this, however, the site is acknowledged by the Police to be of concern. Recently there have been a few incidents of alcohol related malicious wounding on the High Street, 1 resulting in death, illustrating the reality of the Police and local residents' concerns

3. Public Nuisance.

Longer alcohol serving hours on the high street will unnecessarily draw people from a wider area at unsociable hours. Signage will be visible from a distance down the High Street which will add to the additional draw of pedestrians and vehicles. Noise, light pollution, traffic and traffic noise will all have a negative impact. Additional traffic, to an already busy junction and tight corner will have serious public safety implications.

Impact comparisons can be drawn with other local supermarket developments such as - Tesco on the High Street. These have become traffic compact zones with a negative impact on the areas despite closing at 11:00pm.

4. The Protection of Children from Harm.

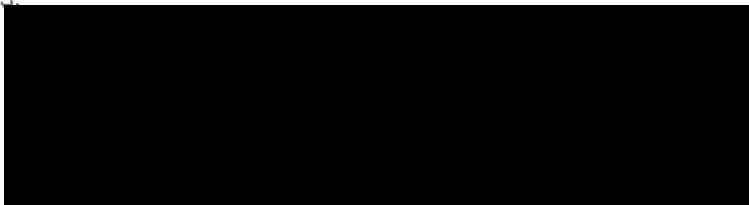
The licence conflicts with the amenities available to children in the area, putting them at risk from anti-social behaviour, increased littering, rodent and fox infestations, exposure to the marketing and sale of alcohol and cigarettes, increased potential for road traffic incidents.

- There is a nursery close by to the site.
- The Church runs children's activities, Scouts, Girl Guides and is a venue for hire for children's parties and family functions such as weddings and christenings.
- Annual Community events are run in the park.
- The Park is a green space to enjoy, for children to play in and to walk dogs.

Thank you for taking the time to seriously consider these objections.

Yours Sincerely,

NAME: Sheikh Rahman
ADDRESS:
DATE:



02-10-2014.

ARMS CHEMIST
259 POPLAR HIGH ST
E14 0BE

The Licensing Department
London Borough of Tower Hamlets
Licensing Section Mulberry Place
5 Clove Crescent
London
E14 2BG

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2. Crime and Disorder.

A 1 am alcohol licence will draw unwelcome attention and increased footfall at unsociable hours to the residential area in and around Poplar High Street. Noise, public nuisance, anti-social behaviour, low-level nuisance (non-reportable crime including, shouting, swearing, urination in public, littering) will be increased. The site is close to a park. Historically there have been vagrants sleeping in the park and incidents of regular gatherings of youths drinking alcohol and causing disturbances. Police attention to this issue has largely cured this, however, the site is acknowledged by the Police to be of concern. Recently there have been a few incidents of alcohol related malicious wounding on the High Street, 1 resulting in death, illustrating the reality of the Police and local residents' concerns

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4. The Protection of Children from Harm.

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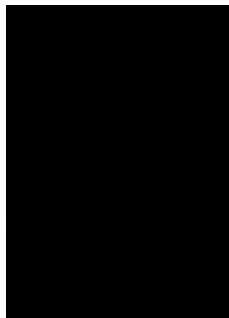
NAME:

ADDRESS:

DATE

ARMS CHEMIST
259 POPLAR HIGH ST
E14 0BE

Mr Bird



2/10/2014

HANER ALI
[Redacted]

The Licensing Department
London Borough of Tower Hamlets
Licensing Section Mulberry Place
5 Clove Crescent
London
E14 2BG

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- Annual Community events are run in the park.

- The Park is a green space to enjoy, for children to play in and to walk dogs

Thank you for taking the time to seriously consider these objections.

Yours Sincerely,

NAME: Poplar Fried Chicken (Hyper Deli)
ADDRESS: 59 Poplar High St, E14 0DS
DATE: 30-9-2014

MUHAMMAD TAHIR
POPULAR NEWSAGENTS,
51 Poplar High St,
E14 0DS

The Licensing Department
London Borough of Tower Hamlets
Licensing Section Mulberry Place
5 Clove Crescent
London
E14 2BG

Dear Sir/Madam,

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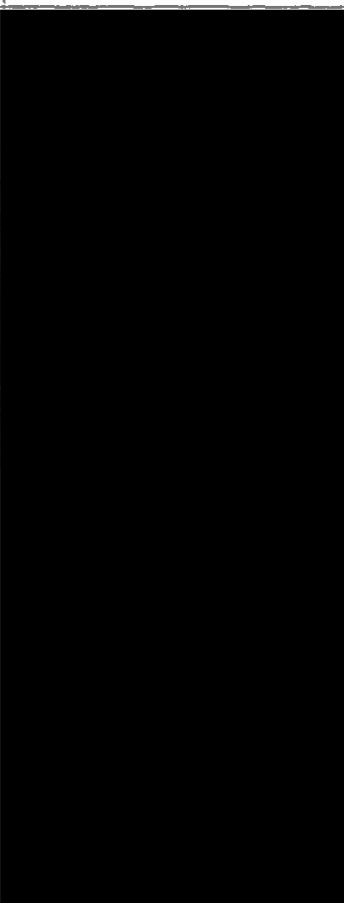
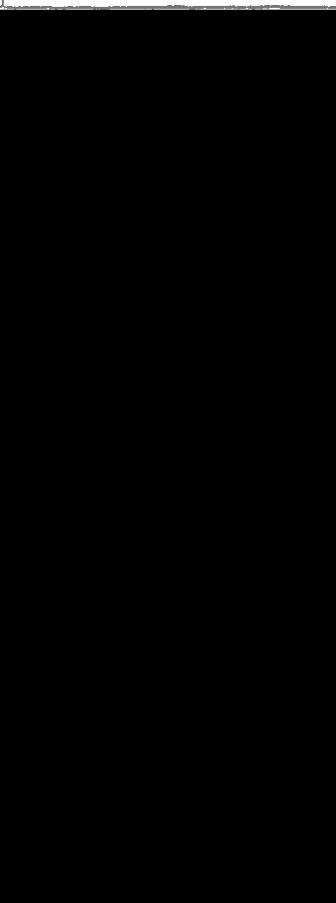
NAME: MUHAMMAD SELIM TAHID (POPLAR NEWSAGENT)
ADDRESS: 51 Poplar High Street, E14 0DJ
DATE: 01.10.2014

To the Licencing Department of London Borough of Tower Hamlets

We oppose the permission for a premises licence under the Licencing Act 2003 for the Lions Express at 121-123 Poplar High Street E14 0AE.

Our reasons as follows:

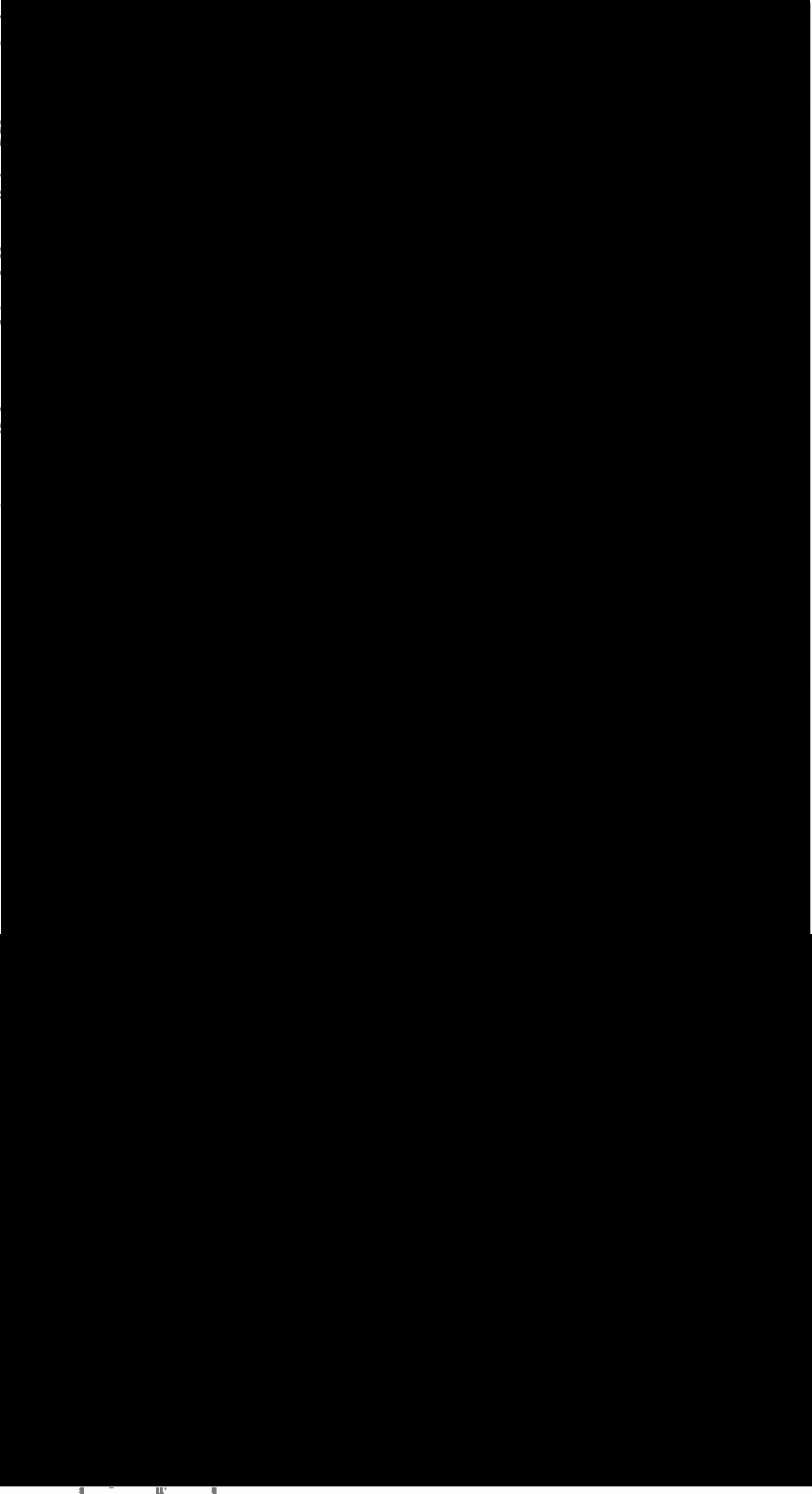

- There is an off licence and a Tesco express already selling alcohol just down the road.
- We feel with another licences premises will just increase the anti-social behaviour within the area.
- Since the stopping of the alcohol sales at the newsagent on 51 Poplar High Street. We have seen the anti-social behaviour reduced and the whole area is a safer environment for the local community, especially the elders who feel safer to come out of their homes more often.
- There is a college nearby which we feel will be destructive to the students by the selling of alcohol as we have seen previously many alcohol related fights between the students.


Name	Address	Contact details
D. BHOYREB		
E. PARKE		
J SCOTT		
MUHAMMED ALI		
S. Isha		
F. Ahmad		
A CHOWDHURY		
ABOUL ISMAIL		
S.D. Ahmed		
JFRANKIN		

J. Cameron

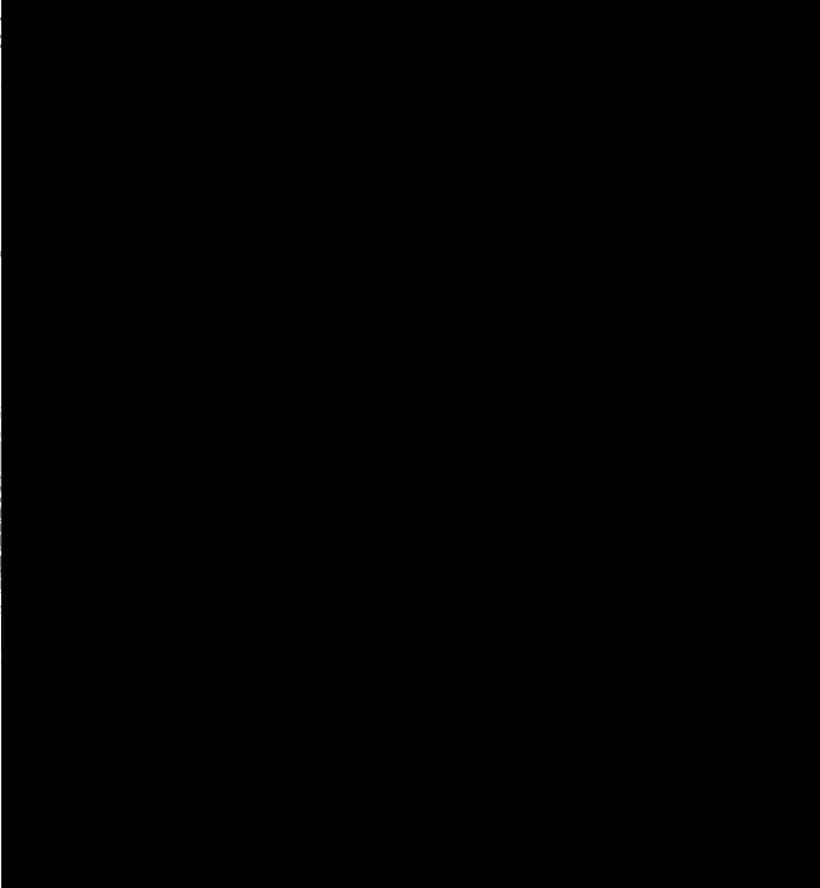
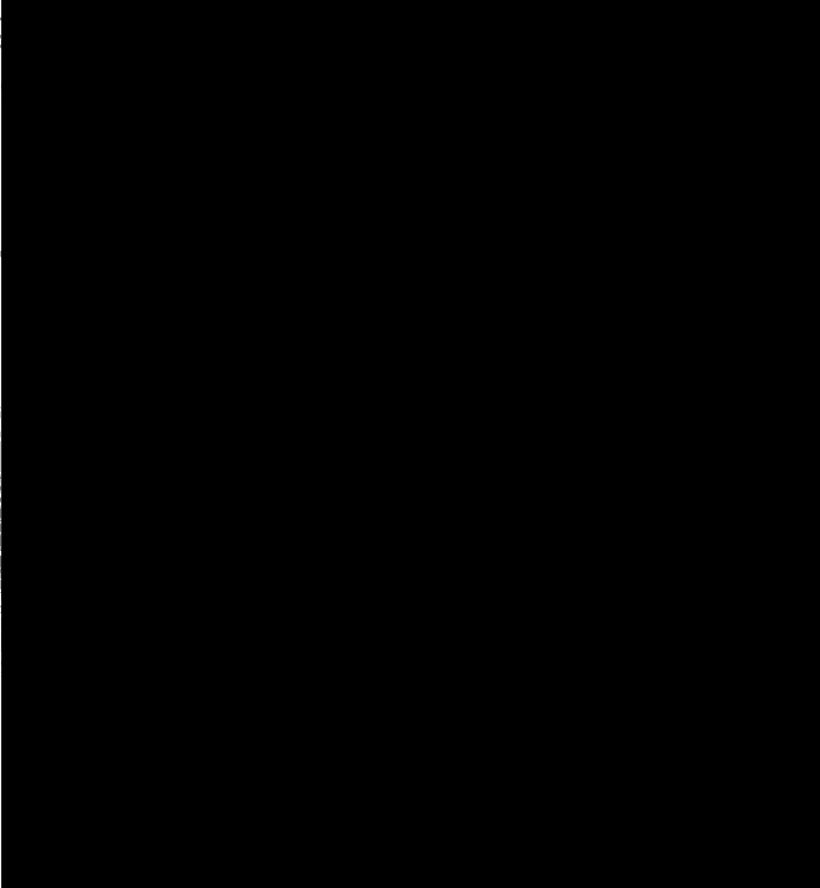
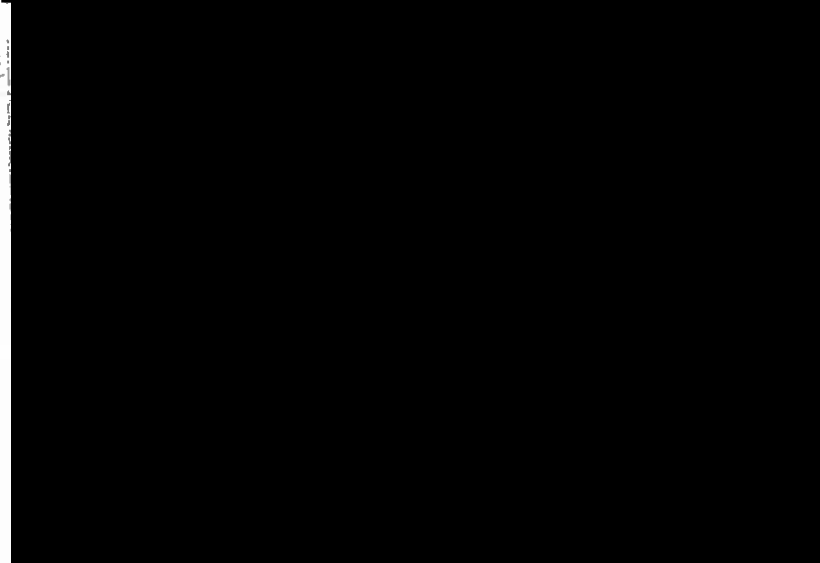
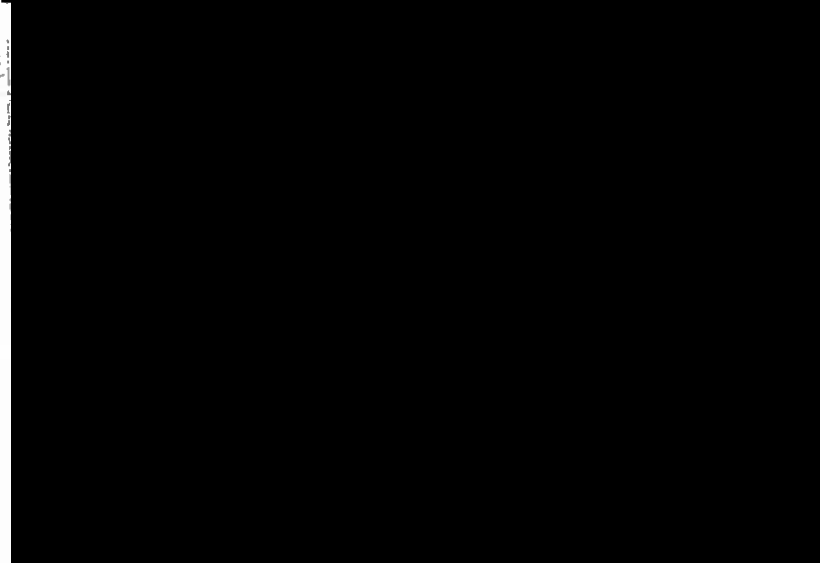




Name	Address	Contact details
Paula Reid	T...	[REDACTED]
FARHAD MIAH	...	[REDACTED]
S. ADAMS	E...	[REDACTED]
P. Covey	L...	[REDACTED]
C. RANCE	...	[REDACTED]
C. FREE	...	[REDACTED]
H. Nichols	...	[REDACTED]
J. SIMONS	...	[REDACTED]
SOYFUL AHMAD	...	[REDACTED]
Kevin Mansell	...	[REDACTED]
R. BEQUH	...	[REDACTED]
R. COFFE	...	[REDACTED]
G. Medina B. Hill	...	[REDACTED]
B. WEST	...	[REDACTED]
F. Doughty	...	[REDACTED]
MR I. S. BIRD	...	[REDACTED]
Alan Francis	...	[REDACTED]

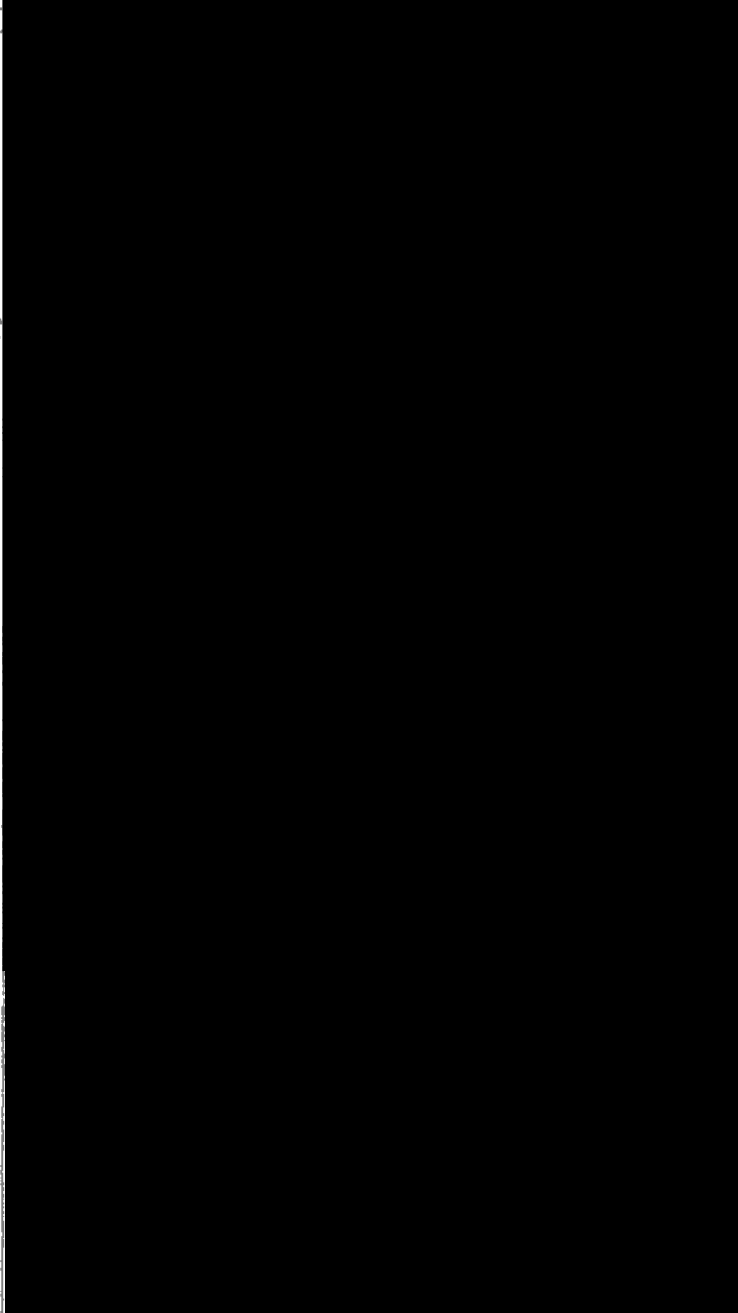
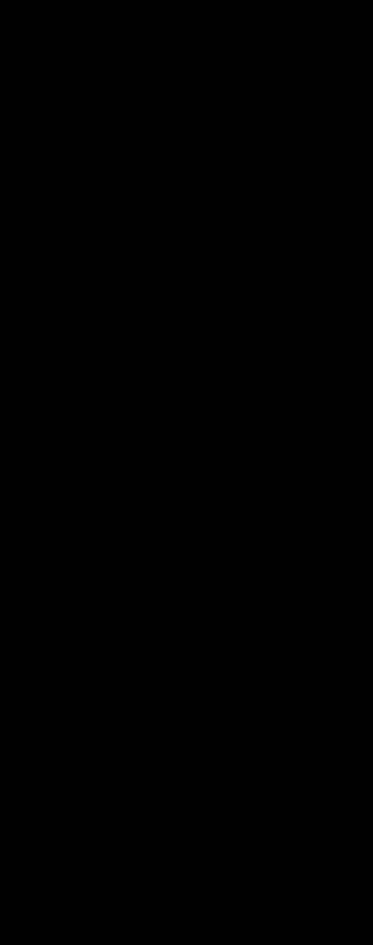
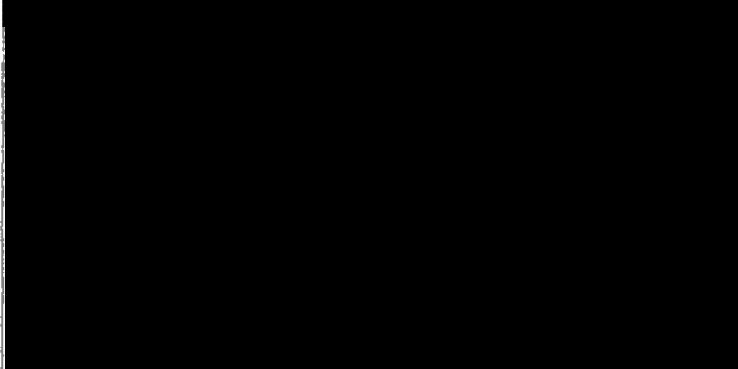
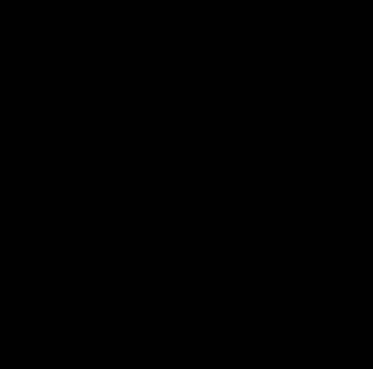
Name	Address	Contact details
ALI AKBAR		
M. ZAKARIA		
J. UN		
SK Rahman		
Asker Ali		
M VERMA		
JAKIR HUSSAIN		
N CHANDANY		
LUKES MIAZI		
ABDUL KALAM		
R. Handwritten		
M. Handwritten		
M. Handwritten		
M. Handwritten		
KELLY FULLER		
A. CAMPBELL		
MOHAMMED AHMED		
MD. TALEB FIJI		
W. Handwritten		
A. Handwritten		

Name	Address	Contact details
Faruk Ahmad Muhibul Islam T Doran Jener Wallace		
Ishaq Tawellus Vallerija Cappolekino Peter Kennedy		
Natwisha.		
Kathleen White Ruhef Ali HUSSAIN AHMED ALI		

Name	Address	Contact details
Shane Harrison		
Elie Samstone		
JAMES AHMED		
MARIO GEMBO		
David Bay		
Bay		
Tommy Hill		
J. HAZEN		
M. HAZEN		
M. PARO		
H. JAFFAR		
Christine Sawcroft		
A. Hummi		
S. Sault FRANCOIS DEREK PRYK		

Name	Address	Contact details
<p>GEROME CAPES BRADLEY BENJAMIN AMY FUNK PETER CHARLES Leigh Tiff MOTAHAR HOSSAIN ROBERT HILLON DULKAL UDDIN MR Sachin Patil Craig Lockyer Philip Waters Hafizul Chaudhry</p>		
<p>MR. MAHMOUD HANAFI FAHIMAH AHMED MATT WATERS M K ALI ABDUL RAHMAN</p>		

Name	Address	Contact details
Fatima Begum Claire Thudce		
A. Vejo		
F. RAYNER		
M. JARVI Harat		
Janeli Norimet C O'Brien S O'Brien		
Tahera Ayazi		
NAZMUL ISLAM		
NABILA ISLAM TOM BALEK		
SHAHED CHONDOR		

Name	Address	Contact details
C. Fox		
G. Brossman		
MODOBBI '42		
M DERTM		
K Stevenson		
SOMMIS		
NIVEN PEARSON		
ALEXIS PRODUCTIONS		
AMERICA SLAM		

Alex Lisowski

From: Alex Lisowski on behalf of Licensing
Sent: 06 October 2014 11:02
To: Alex Lisowski
Subject: FW: REPRESENTATION ABOUT THE PREMISES LICENCE APPLICATION FOR SALE OF ALCOHOL AT 121-123 POPLAR HIGH ST

-----Original Message-----

From: Michael Lauterpacht [REDACTED]
Sent: 06 October 2014 09:31
To: Licensing
Subject: REPRESENTATION ABOUT THE PREMISES LICENCE APPLICATION FOR SALE OF ALCOHOL AT 121-123 POPLAR HIGH ST

Dear Sirs

I live at [REDACTED] in close vicinity to the premises.

In addition, I own [REDACTED] a rental investment that is opposite 121 - 123 Poplar High St.

I strongly oppose the granting of a licence to sell alcohol at this location for the following reasons.

The area suffers from a significant crime problem. The crime statistics for Woodstock Terrace and Poplar High Street are available on the web and they are extraordinarily high. Alcohol will worsen the statistics. Only recently a man was murdered opposite the application site. The Corals bookmaker already has customers often lounging around the public highway, the ability for the customers to move over from Corals when they close to the off-licence is not good.

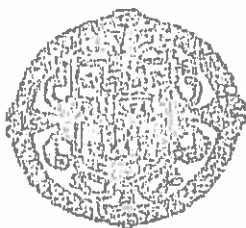
Public Safety: Poplar High Street is narrowed in many places, and at the same time it is a Major Cycle Route. There is a serious risk of accidents where customers for the off-licence who arrive by car are forced to park badly/illegally due to lack of available parking, and a perception that it is ok to park badly for a few moments while they complete their purchase. The bad parking will occur. It already does outside the Tesco at the junction of Poplar High St and Cotton St. Bad parking does not mix well with a Major Cycle Route. LBTH already has one of the worse records for cycle deaths (on Cycle Routes) in London so why increase the risk further? The risk will increase further when the new Hotel at the corner of Woodstock Terrace and Poplar High St opens and customers are dropped off and picked up and the supplies for the hotel, and the waste from the hotel are all collected/ delivered.

Poplar High Street already has micro areas where youths congregate and for public safety it would be bad to add a further off-licence to the mix. The more alcohol that is sold the greater the risk of street drinking and fighting in a borough that at present does not have its full quota of police due to recruitment issues, and so it is the "little" crimes like street drunkenness that are ignored.

Please do not allow a licence to sell alcohol at 121 - 123 Poplar High Street for the above reasons.

Yours faithfully

MICHAEL H LAUTERPACHT



ST. MATTHIAS COMMUNITY CENTRE

St Matthias Community Centre
113 Poplar High Street
London
E14 0AE

Tel: 020 7987 0459

Fax: 020 7531 9973

Web: www.stmatthiascommunitycentre.com

Email: stmatthias@hotmail.co.uk

25 September 2014

Dear Sirs,

We strongly object to a Licensed Premises being opened on 121 – 123 Poplar High Street, E14 0AE.

We object to the supply of alcohol every evening of the week and in view of current anti social behaviour issues in the area, ask you to please refuse this application.



Trustees St. Matthias Community Centre



The Licensing Department
London Borough of Tower Hamlets
Mulberry Place
5 Clove Crescent
London
E14 2BG

4th October 2014

Dear Sirs,

Re Application for Licensed Premises at 121 – 123 Poplar High Street

I understand that an application is before you for licensed premises at the above address. As a local resident for many years I must object to this in the strongest possible terms.

The area is already plagued by pot smoking on a daily basis and much anti social behaviour and I fear that the introduction of a licensed premises in the area will only encourage more of the same.

At present most of this behaviour is limited to social hours but granting this licence would mean that local residents will have to put up with it until the early hours of the morning.

I therefore ask that this application is turned down at the earliest possible date.

Regards



Margaret Brown

