IN OCCUPATION 10/12/1999 - 16/4/2002

DEVELOPMENT SERVICES
18 DEC 2008
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DATED 1999

CENTRAL MIDLANDS ESTATES LIMITED

- to -

MATTHEW GREET and LINDA GREET
t/a SKY MENSWEAR

L E A S E

- of -

83-107 Church Street Burbage Leicestershire

Harvey Ingram Owston
Solicitors
20 New Walk
Leicester LE1 6TX
tel: 0116-254545
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Ref: A/SJS/MID034/00072
Eng: 07.12.1999

LEASE dated 1999

BETWEEN

(1) "The Landlord": **CENTRAL MIDLANDS ESTATES LIMITED** (Company Number 25095R) whose registered office is at Central House, Hermes Road, Lichfield, Staffordshire WS13 6RH and whoever for the time being owns the interest in the demised premises which gives the right to possession of it when this Lease ends

(2) "The Tenant": **MATTHEW GREET AND LINDA GREET t/a SKY MENSWEAR** of 1 The Osiers Braunstone Town Leicester LE3 2XN and whoever for the time being is entitled to the demised premises under this Lease

1. **IN THIS LEASE**:

1.1 The following expressions shall have the meanings specified:

1.1.1	**"the demised premises"**	means the land and buildings specified in the First Schedule with all additions and improvements and all fixtures and fittings other than Tenant's trade fixtures and fittings and all other buildings erections structures and things from time to time erected thereon but shall not include any air space above the height of the buildings existing at the date of this Lease and references to the demised premises in the absence of any provision to the contrary include any part of the demised premises
1.1.2	**"the building"**	means the land and buildings specified in Part 2 of the First Schedule with all additions and improvements and all other buildings erections structures and things from time to time erected thereon and references to the building in the absence of any provision to the contrary include any part of the building including the demised premises
1.1.3	**"the insured risks"**	means the risks referred to in clause 4.2.1

1.1.4 **"party structures"** means unless the context otherwise requires all foundations walls columns beams floor slabs roofs pipes ventilation hot water sanitary gas and electrical installations and any other structure or apparatus the use of which is common to the demised premises and any adjoining or neighbouring premises

1.1.5 **"pipes"** means all pipes sewers drains mains ducts gutters watercourses wires cables channels flues and all other conducting media and any other ancillary apparatus which are in on or under or which serve the demised premises

1.1.6 **"the plan"** means the plan annexed to this Lease

1.1.7 **"the Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Hazardous Substances) Act 1990 Planning (Consequential Provisions) Act 1990 and Planning and Compensation Act 1991 and any orders plans regulations permissions consents and directions made thereunder or in pursuance thereof

1.1.8 **"the prescribed rate"** means the rate of four per cent above the base lending rate for the time being of National Westminster Bank PLC or (in the event of such rate having been superseded the appropriate replacement rate from day to day

1.1.9 **"the Rent"** means FIVE THOUSAND POUNDS (£5000.00) per annum and the expression "rents" shall be taken to refer to all sums from time to time reserved as rents hereunder

1.1.10	**"Surveyor"**	means any person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this Lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the Landlord and Tenant Act 1954 and including also any person or firm appointed by the Landlord to collect the rent)
1.1.11	**"the commencement date"**	means the day of 199
1.1.12	**"the Term"**	means three years commencing on the commencement date and terminating on the day of and any extension or continuation thereof by statute or otherwise
1.1.13	**"Environment"**	shall have the same meaning as is ascribed to it in the Environmental Protection Act 1990
1.1.14	**"Environmental Law"**	means the Control of Pollution Act 1974 the Control of Pollution (Amendment) Act 1989 the Environmental Protection Act 1990 the Clean Air Act 1968 the Planning (Hazardous Substances) Act 1990 and all or any other legislation for the time being in force relating to the pollution or contamination of the Environment environmental protection and the health or safety of the public or employees

1.2 Whenever there is more than one tenant or guarantor all their respective obligations can be enforced against all other tenants or all the guarantors as the case may be jointly and against each individually

1.3 A reference to any statute order rule regulation or bye-law (other than the Town and Country Planning (Use Classes) Order 1987) shall be deemed to include a reference to any statutory replacement modification or re-enactment thereof in force from time to time and all instruments rules regulations orders notices and directions made thereunder and references to this Lease shall be deemed to include any amendment or variation thereof whether made by deed or otherwise

1.4 A right given to the Landlord to enter the demised premises extends to any superior landlord and any mortgagee of the demised premises and to anyone the Landlord authorises to enter and includes the right to bring workmen and appliances onto the demised premises

1.5 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 by another person

1.6 The clause headings in this Lease are for ease of reference only and do not affect the interpretation thereof

DEMISE

2. **IN CONSIDERATION** of the rent and of the covenants by the Tenant the Landlord **DEMISES** to the Tenant the demised premises **TOGETHER** with the rights specified in the Second Schedule but unless otherwise stated not including any other rights which would be granted pursuant to Section 62 of the Law of Property Act 1925 **EXCEPTING AND RESERVING** to the Landlord and the Landlord's licensees and tenants the easements and rights specified in the Third Schedule **TO HOLD** the demised premises to the Tenant for the Term Subject to all rights easements or reputed easements privileges restrictions covenants and stipulations of whatever nature affecting the demised premises and to all other (if any) the matters mentioned in the Fifth Schedule hereto **PAYING** therefor from the commencement date the Rent to be paid in advance by equal quarterly payments on the usual quarter days clear

of all deductions or legal or equitable set-off whatsoever the first payment of Rent being a proportionate sum if appropriate to be made on the execution hereof

THE TENANT'S COVENANTS

3. **THE TENANT** covenants with the Landlord:

RENT OUTGOINGS AND VAT

3.1 To pay the Rent and the additional rents as defined in clause 3.2 on the days and in the manner set out above without any deduction or setting any sum off against it and if so required by the Landlord to make such payments by banker's order to any bank and account that the Landlord may from time to time nominate

3.2.1 To pay to the Landlord on demand as further and additional rent:

3.2.1.1 the sums which the Landlord spends or reimburses to effect or maintain insurance of the demised premises as required by this Lease (including a fair proportion of block policy costs if the demised premises are not insured separately such proportion to be determined by the Surveyor acting fairly and reasonably whose decision shall be final and binding) save in the case of manifest error

3.2.1.2 a fair proportion of the cost of repairing maintaining and cleaning all party structures such proportion to be determined by the Surveyor acting fairly and reasonably whose decision shall be final and binding save in the case of manifest error and provided that the Tenant shall not be required to contribute towards the renewal or replacement of any such item but only towards costs of repairs resulting in the party structures being in no better condition than at the date hereof

3.2.1.3 interest at the prescribed rate on any sums due to the Landlord (whether formally demanded or not) paid more than fourteen days after they fall due

3.3 To pay and indemnify the Landlord against all rates taxes and outgoings of any kind relating to the demised premises or the owner or occupier of them including any that are imposed after the date of this Lease (even if of a novel nature) save those due as a result of dealings with the reversion or receipt of rents

3.4 To pay and indemnify the Landlord against Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

ELECTRICITY GAS AND OTHER SERVICES CONSUMED

3.5 Promptly to pay to the suppliers and to indemnify the Landlord against all charges for gas electricity and other services consumed on the demised premises including the hire of meters and to observe all regulations and requirements of the appropriate suppliers

REPAIR

3.6 Excepting damage caused by an insured risk other than where the insurance money is wholly or partly irrecoverable in consequence of any act or default of the Tenant or anyone at the demised premises expressly or by implication with the Tenant's authority to repair support and keep clean and in good repair and condition the demised premises including all foundations walls columns beams floor slabs roofs pipes smoke outlets and appurtenances solely serving the demised premises and to replace from time to time the Landlord's fixtures and fittings in the demised premises which may be or become beyond repair to keep the ventilation hot water sanitary gas and electricity

installations and the Landlord's fire fighting equipment (if any) in the demised premises repaired and in good working order at all times and promptly to replace all broken or cracked glass **PROVIDED ALWAYS** that the Tenant shall not be obliged to repair or maintain the Premises (or Landlord's fixtures and fittings) to any better state and condition than appertains at the present time as evidenced by the attached Schedule of Condition

PLATE GLASS INSURANCE

3.7 To insure in the joint names of the Landlord and the Tenant and such other names as the Landlord and the Tenant may reasonably require any plate glass in the demised premises in a reputable insurance office or at Lloyds for its full replacement value and whenever required to produce the policy of insurance and the receipt for the current year's premium and to claim promptly all sums which are or may be payable and to cause all such monies received to be laid out promptly in reinstating the plate glass with glass of at least the same quality and thickness and in accordance with the current British Standard and to make up any deficiency out of the Tenant's own monies

OPEN SPACES AND CLEANING

3.8 To keep free from rubbish litter and weeds and in a clean and tidy condition any open spaces of the demised premises and any landscaped areas properly cultivated

3.9 Not without the written consent of the Landlord such consent not to be unreasonably withheld or delayed to place on any part of the exterior or open spaces of the demised premises any articles for sale (nor to bring keep store stack or lay out on such open spaces any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the demised premises or the area generally save for the purposes of loading and unloading) **PROVIDED THAT** out of usual business hours the said open spaces shall be kept clear

3.10 Not without taking reasonable precautions to prevent damage or liability to rot to lay down any floor covering

DECORATION

3.11 In the last year of the Term (however determined) properly to decorate and treat in a workmanlike manner to the Landlord's or the Surveyor's reasonable satisfaction and to a colour scheme to be approved by the Landlord the whole of the external parts of the demised premises with good quality materials

3.12 In the last year of the Term (however determined) properly to decorate and treat in a workmanlike manner to the Landlord's or the Surveyor's reasonable satisfaction the interior of the demised premises all such decoration and treatment in the last year of the Term to be in colours approved by the Landlord or the Surveyor

PROVIDED ALWAYS that the Tenant shall not be required to decorate to any better standard than appertains at the date hereof

ACCESS OF LANDLORD AND NOTICE TO REPAIR

3.13 To permit the Landlord upon reasonable notice (except in the case of emergency when no notice shall be required):

3.13.1 to enter upon the demised premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed

3.13.2 to view and to open up floors and other parts of the demised premises where such opening up is required in order to view the state of repair and condition of the demised premises and to take a schedule of the Landlord's fixtures and fittings and

3.13.3 to give to the Tenant (or leave upon the demised premises) a notice specifying any repairs cleaning maintenance or painting necessary to be done to comply with the Tenant's liability under this Lease and to require the Tenant within two months to execute the same including the making good of such opening up (if any) provided that any such opening-up shall be made good by and at the cost of the Landlord where such opening up reveals no breach of the terms of this Lease

3.13.4 Immediately to repair cleanse maintain and paint the demised premises as required by such notice

3.13.5 if within one month of the service of such notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months the Landlord to enter upon the demised premises and execute such works in accordance with the covenants and provisions of this Lease and the expense of such works (including Surveyor's fees) shall be repaid by the Tenant to the Landlord on demand and shall be recoverable as rent in arrear

ALTERATIONS

3.14.1 Not during the Term:

3.14.1.1 to make any alteration in the construction height elevation or external structure decoration or appearance of the demised premises

3.14.1.2 to erect or build on the demised premises any additional or substituted building whatever (except any temporary building or structure required to comply with the Tenant's other obligations in the Lease)

3.14.1.3 without the prior written consent of the Landlord to alter injure or cut any of the principal walls floors beams columns girders or stanchions of the demised premises or of any building of which the demised premises form part

3.14.1.4 without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed) to make any alteration to the interior of the demised premises provided that consent shall not be necessary for internal non-structural alterations or additions or the installation or removal of internal demountable partitioning

3.14.2 Not to make any alterations permitted by Clauses 3.14.1.3 and 3.14.1.4 without:

3.14.2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents

3.14.2.2 making an application to the Landlord supported by drawings and such other information as the Landlord may reasonably and properly require

3.14.2.3 paying the reasonable and proper fees of the Landlord

3.14.2.4 entering into such covenants as the Landlord may reasonably require as to the execution and reinstatement of the alterations and in the case of any works of a substantial nature the Landlord may where it is reasonable to do so require prior to the commencement of such works the provision by the Tenant of adequate security in the form of a deposit of money or the

provision of a bond of assurance to the Landlord that any works which may from time to time be permitted by the Landlord shall be fully completed

3.14.3 At the Tenant's cost to remove any alterations to the demised premises at the expiration of the Term if so requested by the Landlord and to make good any part or parts of the demised premises which may be damaged by such removal

3.14.4 Not to make connections with the pipes that serve the demised premises otherwise than in accordance with plans and specifications approved by the Landlord subject to consent to make such connection having previously been obtained from the competent supplier

3.14.5 These obligations do not restrict any duty to comply with other terms of this Lease nor with statutory requirements

USE

3.15.1 Not to use the demised premises except for the purposes set out in the Fourth Schedule or for such other trade or purpose as may be approved in writing by the Landlord such approval not to be unreasonably withheld in the case of a quiet and unoffensive trade or business use but it shall not be unreasonable if the proposed use conflicts with any use carried on by any tenant of the Landlord in its adjoining or neighbouring premises AND FURTHERMORE on no account shall the demised premises be used for the sale of food or groceries or as a funeral directors or travel agency

3.16 Not to do any act or thing or use the demised premises for any purpose by reason of which the Landlord may under any statute incur may have imposed or become liable to pay any penalty damages compensation costs charges or expenses

3.17 Not to:

3.17.1 use the demised premises for a sale by auction or for any dangerous noisy noxious or offensive trade business manufacture or occupation or for any illegal or immoral purpose

3.17.2 do any act or thing or use the demised premises for any purpose which may infringe any legislation for the time being in force

3.17.3 do nor allow to remain in or upon the demised premises any thing which may be or become or cause a nuisance damage annoyance disturbance or inconvenience to the Landlord or tenants or the owners or occupiers of any adjoining or neighbouring premises

3.17.4 use the demised premises as sleeping accommodation or for residential purposes nor keep any animal of any kind anywhere on the demised premises

3.17.5 discharge into any of the pipes serving the demised premises any oil grease or deleterious matter or any substance which might be or become a source of danger or injury to the drainage system

3.17.6 install or use in the demised premises any machinery or apparatus which causes noise or vibration which can be heard or felt in nearby premises or outside the demised premises or which may cause damage

3.17.7 store or bring onto the demised premises any substance of a specially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority as to fire precautions relating to the demised premises

3.17.8 play or use in the demised premises any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the demised premises

3.17.9 display any flashing lights in the demised premises that can be seen from outside the demised premises

3.17.10 affix to nor exhibit on the exterior of the demised premises any mast pole aerial antenna placard notice poster sign fascia board illuminated sign or other advertisement except such as shall be first approved in writing by the Landlord or the Surveyor

3.17.11 overload the floors or ceilings or the electrical installation of the demised premises

3.17.12 do or omit to be done in or upon the demised premises any thing which might impair or prejudicially affect the support of the adjoining properties whether above below or beside the demised premises but at all times during the term hereby granted to maintain and preserve such support

ALIENATION

3.18.1 In this clause 'to deal with' means to assign sublet mortgage charge part with possession of or share possession or occupation and 'dealing' shall be construed accordingly

3.18.2 Not to hold the whole or any part of the demised premises on trust for another

3.18.3 Not to deal with part of the demised premises separately from the rest of it

3.18.4 Not to deal with the whole of the demised premises without the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed provided that the Landlord may (for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 ("the Act")) withhold such consent to a proposed assignment in any one or more of the following circumstances but without prejudice to any other ground on which consent may reasonably be withheld:-

3.18.4.1 if the proposed assignee is entitled to claim diplomatic or sovereign immunity

3.18.4.2 where the assets of the proposed assignee upon which any reasonable assessment of financial strength is based are not in the United Kingdom or some other jurisdiction with which there is subsisting with the United Kingdom a system of reciprocal enforcement of judgments

3.18.4.3 if there is a subsisting material breach of covenant by the Tenant

3.18.4.4 if in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants in this Lease

3.18.4.5 if the proposed assignee is another group company (meaning a company which is a member of the same group within the meaning of Section 42 of the Landlord and Tenant Act 1954)

other than the ultimate parent company of the group of which the Tenant is a member

and provided also that the Landlord may for the purposes of the Act give such consent subject to any one or more of the following conditions but without prejudice to any other conditions which it may be reasonable to attach:-

3.18.4.6 the payment of all rents and other sums under this Lease which have fallen due prior to the date of the assignment

3.18.4.7 that the Tenant enters into an authorised guarantee agreement (as defined in Section 16 of the Act) in the form of the Seventh Schedule or in such other form as the Landlord may reasonably require

3.18.4.8 that the proposed assignee deposits with the Landlord a sum equal to six months of the annual Rent payable under this Lease such sum to be held on the terms of a rent deposit deed to be prepared by the Landlord and approved by the Tenant (such approval not to be unreasonably withheld or delayed and so that interest accrues to the Tenant); or

3.18.4.9 that if reasonably required by the Landlord or director or directors of the proposed assignee company or some other guarantor or guarantors reasonably acceptable to the Landlord enter into direct covenants with the Landlord in the form of the Guarantor's covenants contained in this Lease

3.18.5 The conditions with which any permitted underletting must comply are:

3.18.5.1 it is created by a lease or tenancy agreement in writing

3.18.5.2 it reserves the full market rent (exclusive of any charge for services) without payment of a premium such rent to be approved by the Landlord such approval not to be unreasonably withheld or delayed prior to any such underlease and to be payable in advance on the days on which the rent under this Lease is payable

3.18.5.3 it expressly requires the undertenant to comply with the terms of this Lease

3.18.5.4 it reserves a right of re-entry and forfeiture on breach of any of the undertenant's obligations

3.18.5.5 it does not permit any dealing whatsoever with the underlet premises except an assignment with the prior written consent of the Landlord of this lease and except on terms which comply with clause 3.18.4 of this lease

3.18.6 Prior to any permitted underletting to procure that the undertenant enters into direct covenants with the Landlord to the like effect as those contained in clauses 3.18.4 and 3.18.5

3.18.7 To enforce the performance and observance by every such undertenant of the provisions of the underlease and not at any time without the consent of the Landlord such consent not to be unreasonably withheld or delayed either expressly or by implication to waive any breach of the covenants or conditions on the part of any undertenant or assignee of any underlease nor to vary the terms or accept a surrender of any permitted underlease

3.18.8 Within twenty-one days after any dealing or any devolution by will intestacy assent or operation of law of this Lease to produce or cause to be produced

(without any demand by any person) to the Landlord's solicitors for registration a certified copy of such deed document or instrument and to pay or cause to be paid their reasonable and proper fee for the registration of every such document such fee not being more than Thirty Pounds and any Value Added Tax chargeable thereon

INSURANCE

3.19.1 Not knowingly to do anything whereby the policy or policies of insurance on the demised premises may become void or voidable and to comply with all requirements of the insurers

3.19.2 If any use of the demised premises increases the insurance premium payable on the demised premises or any neighbouring property of the Landlord to pay on demand the amount of that increase and to pay on demand all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach of this covenant

3.19.3 All payments under this clause shall be added to the rents and be recoverable as such

3.19.4 To give notice to the Landlord immediately upon the happening of any event which might affect any insurance policy on or relating to the demised premises or upon the happening of any event against which the Landlord may have insured under this Lease

3.19.5 If and whenever during the Term the demised premises are damaged or destroyed by one of the insured risks and the insurance money under the insurance policy effected by the Landlord pursuant to the obligations in this Lease is by reason of any act or default of the Tenant or anyone at the demised premises expressly or by implication with the Tenant's authority wholly or

partly irrecoverable immediately in every such case (at the option of the Landlord) either

3.19.5.1 to rebuild and reinstate at its own expense the demised premises to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing upon the rebuilding and reinstatement being completed the amount (if any) actually received of any payment for such destruction or damage under any such insurance policy or

3.19.5.2 to pay to the Landlord on demand with interest at the prescribed rate the amount of such insurance money so irrecoverable

ENCROACHMENTS

3.20.1 Not to stop up darken obscure or obstruct any windows or light belonging to or used with the demised premises nor to obstruct the access of light or air to the demised premises nor to permit any encroachment to be made or easement to be acquired over the demised premises nor to permit or suffer any easement or right at any time belonging to or used with the demised premises to be obstructed or lost

3.20.2 To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the demised premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request and cost of the Landlord to adopt such means and to take such reasonable action that the Landlord may consider necessary or desirable for the purpose of preventing such encroachment or its acquisition of any such easement

LANDLORD'S COSTS

3.21 To pay to the Landlord on an indemnity basis all reasonable costs fees charges disbursements and expenses (including without prejudice to the generality of the above legal costs surveyor's fees and bailiff's commission and any Value Added Tax chargeable thereon) properly incurred by the Landlord in relation to or incidental to:

3.21.1 every application made by the Tenant for a consent or licence required under this Lease even if such licence shall be lawfully refused or such application withdrawn

3.21.2 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the Court

3.21.3 the recovery or attempted recovery of rent arrears or sums due from the Tenant

3.21.4 all steps taken in the contemplation of or in connection with the preparation and service of a Schedule of Dilapidations at any time during or within one month after the expiration of the Term

STATUTORY OBLIGATIONS

3.22.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the demised premises or the use to which the demised premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless on whom such requirements are

imposed and to indemnify and keep indemnified the Landlord against any penalty damages compensation costs charges or expenses and all actions proceedings claims and demands arising therefrom

3.22.2 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the demised premises or in regard to carrying on the trade or business for the time being carried on at the demised premises

3.22.3.1 To notify the Landlord immediately of any "relevant defect" (as defined by Section 4 of the Defective Premises Act 1972) in the state of the demised premises and at all times to display and maintain all notices which the Landlord may from time to time properly require to be displayed at the demised premises

3.23 To give notice immediately to the Landlord of any notice direction order or proposal made given or issued to the Tenant or any underlessee or occupier of the demised premises by any local or public authority and if so required by the Landlord to produce it to the Landlord and without delay to take all steps to comply and at the request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect thereof as the Landlord may deem reasonably expedient (save when this is against the Tenant's interests)

PLANNING

3.24.1 To comply in all respects with the provisions and requirements of the Planning Acts that affect the demised premises and to indemnify (both during and following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention

3.24.2 So often as occasion shall require at the expense in all respects of the Tenant to obtain all such licences consents and permissions (if any) as may be required for the carrying out by the Tenant of any operations on or user of the demised premises which may constitute development within the meaning of the Planning Acts provided that no application for planning permission shall be made without the previous written consent of the Landlord which consent shall not be unreasonably withheld or delayed in any case where the application for and implementation of such planning permission does not create or give rise to any tax or other fixed liability for the Landlord or where the Tenant indemnifies the Landlord against such liability

3.24.3 To pay and satisfy any charge or levy whatsoever that may be imposed whether on the Landlord or the Tenant in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user aforesaid

3.24.4 Notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to the demised premises or any change of user until:

3.24.4.1 all necessary notices under the Planning Acts have been served and copies produced to the Landlord

3.24.4.2 all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and

3.24.4.3 the Landlord has acknowledged that every necessary planning permission is acceptable to it the Landlord being entitled to refuse to acknowledge acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the

reasonable opinion of the Surveyor be (or likely to be) prejudicial to the Landlord's interest in the demised premises whether during or following the expiration of the Term but otherwise the Landlord shall not unreasonably withhold or delay his acknowledgement

3.24.5 Unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:

3.24.5.1 any works stipulated to be carried out to the demised premises by a date subsequent to such expiration as a condition of any planning permission granted and implemented by the Tenant during the Term and

3.24.5.2 any development begun upon the demised premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts

3.24.6 In any case where a planning permission is granted subject to conditions and if the Landlord so reasonably requires to provide security for the compliance with such conditions and not to implement the planning permission until security has been provided

3.24.7 If required by the Landlord and at the cost of the Landlord to appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the demised premises following an application by the Tenant

3.24.8 Not at any time to enter into an agreement with any competent authority regulating development of the demised premises including but not by way of limitation under Section 106 of the Town and Country Planning Act 1990

PLANS DOCUMENTS AND INFORMATION

3.25 When called upon to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as may reasonably and properly be necessary in order to satisfy the Landlord that the provisions of this Lease have been complied with in all respects

3.26.1 To permit the Landlord and the Landlord's agents at any time during the last six months before the expiration of the Term and at any time thereafter to enter the demised premises and to affix and retain without interference anywhere on the demised premises a notice board save where the Tenant has renewal rights and has not given notice to terminate its interest (so placed as not unreasonably to obstruct the access of light or air to shop front or fascia of the demised premises) signifying that the demised premises are to be let and to permit all persons with the written authority of the Landlord or the Landlord's agents to view the demised premises at reasonable times of the day

3.26.2 To permit the Landlord and the Landlord's agents at any time before the expiration of the Term and at any time thereafter to enter the demised premises and to affix and retain without interference anywhere on the demised premises a noticeboard (so placed as not unreasonably to obstruct the access of light or air to shopfront or fascia of the demised premises) signifying that the demised premises are to be sold and to permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the demised premises without interruption provided they are authorised in writing by the Landlord or the Landlord's agents

COVENANTS ON SUPERIOR TITLES

3.27 Insofar as they are still subsisting and are capable of taking effect and affect the demised premises to perform and observe the covenants and stipulations (if any) referred to in the Fifth Schedule and to keep the Landlord indemnified against all liability in respect of any breach or non-observance

YIELD UP

3.28 At the expiration of the Term:

3.28.1 quietly to yield up the demised premises in good and substantial repair and condition and in accordance with the terms of this Lease

3.28.2 in the event of any alterations or additions having been made to the demised premises during the Term to reinstate the demised premises (if so required in writing by the Landlord) to the condition in which they were prior to the making of such alterations or additions

3.28.3 to give up all keys of the demised premises to the Landlord and

3.28.4 to remove all signs mouldings sign writing or painting of the name of the Tenant or other occupiers from the demised premises and immediately to make good any damage caused by such removal

3.28.5 if any furniture or effects belonging to the Tenant are left in the demised premises for more than fourteen days at the expiry of the Term the Landlord shall have the power to sell the items as agent for and on behalf of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act as such) and the Landlord shall pay or account to the Tenant on demand for the proceeds of sale (but not any interest thereon) less any costs of storage and sale

incurred by the Landlord The Tenant will indemnify the Landlord against any loss arising from the sale by the Landlord of the property of any third party in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause

INDEMNITIES

3.29 To be responsible for and to keep the Landlord fully indemnified against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

3.29.1 any act omission or negligence of the Tenant or any persons at the demised premises expressly or impliedly with the Tenant's authority or

3.29.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

KEYHOLDERS

3.30 To ensure that at all times the Landlord and the local police force have written notice of the name home address and home telephone number of at least two keyholders of the demised premises

NEW GUARANTOR

3.31 Within fourteen days of:

3.31.1 the death during the Term of any Guarantor or

3.31.2 the Guarantor becoming bankrupt or

3.31.3 having a receiver appointed under the Mental Health Act 1983 or

3.31.4 entering to any arrangement for the benefit of his creditors or

3.31.5 becoming subject of an Administration Order or

3.31.6 entering into liquidation or

3.31.7 being struck off the Register of Companies or

3.31.8 being dissolved or

3.31.9 a Receiver being appointed of the whole or part of the property assets or undertaking of the Guarantor

to give notice of this to the Landlord and if so required by the Landlord at the expense of the Tenant within twenty-eight days to procure some other person reasonably acceptable to the Landlord to execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form of the Guarantor's covenants set out in the Sixth Schedule of this Lease

LANDLORD'S RIGHTS

3.32 To permit the Landlord to exercise without interruption or interference any of the rights granted to the Landlord by virtue of the provisions of this Lease

ENVIRONMENTAL LAW

3.33.1 Not knowingly to do at the demised premises anything which may contaminate the land comprised in the demised premises or result in the land being placed upon any register of contaminative users or contaminated land

3.33.2 Not to keep or suffer to be kept on the demised premises any hazardous substances within the meaning of Planning (Hazardous Substances) Act 1990 except in accordance with that Act and any regulations thereunder

3.33.3 To supply to the Landlord on demand from time to time copies of all licences consents and approvals authorising or regulating the use of the demised premises as may be required under Environmental Law **PROVIDED ALWAYS** that nothing in this clause (or in this Lease) shall render the Tenant liable for any historic contamination

4. **THE LANDLORD** covenants with the Tenant:

4.1 So long as the Tenant does not contravene any term of this Lease to allow the Tenant to possess and use the demised premises (subject to the exceptions and reservations aforesaid) without interference from the Landlord or any person claiming under or in trust for the Landlord

INSURANCE

4.2.1 Unless the insurance shall be vitiated by any act of the Tenant or by anyone at the demised premises expressly or by implication with the Tenant's authority to keep the demised premises (excluding the plate glass windows the Tenant's fixtures) insured (subject to the availability of insurance cover against any such risks) against:

4.2.1.1 loss or damage by fire lightning explosion storm tempest flood bursting overflowing of water tanks apparatus or pipes impact from aircraft or other aerial devices (not being hostile aircraft) things dropped therefrom impact by road vehicles earthquakes riot civil commotion malicious damage in the full rebuilding cost thereof (as to which the decision of the Surveyor shall be final binding) including professional fees in connection therewith

4.2.1.2 two years' loss of the rent for the time being payable hereunder

4.2.1.3 such other insurable risk or risks affecting the demised premises as the Landlord may from time to time deem to be prudent subject to such proper excesses exclusions or limitations in the circumstances as the insurer may require

4.2.2 Subject to the provisions of Clause 4.2.3 subject to the payment of the insurance money not being refused in whole or in part by reason of any act or default of the Tenant or anyone at the demised premises expressly or by implication with the Tenant's authority subject to obtaining all necessary permission all labour materials required the Landlord shall cause all monies received in respect of such insurance (except sums which relate to loss of rent) to be laid out in rebuilding reinstating the demised premises so that the same may be as commodious convenient in all respects as they were before the destruction or damage in respect of which such monies shall have been received took place and making up any shortfall from its own monies

4.2.3 For the purposes of this clause the expression "Supervening Events" means

4.2.3.1 the permissions have been granted subject to a lawful condition with which in all the circumstances it would be unreasonable to expect the Landlord to comply

4.2.3.2 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would mean that it could only be undertaken at a cost that would be unreasonable in all the circumstances

4.2.3.3 the Landlord is unable to obtain access to the site for the purposes of rebuilding or reinstating

4.2.3.4 the rebuilding or reinstating is prevented by war act of God Government action strike or lockout or

4.2.3.5 any other circumstances beyond the control of the Landlord

4.2.4 The Landlord shall not be liable to rebuild or reinstate the demised premises if for so long as rebuilding or reinstating is prevented by Supervening Events

4.2.5 If upon the expiry of one year eleven months commencing on the date of damage or destruction the demised premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation use the Landlord or the Tenant may by one month's notice served at any time within six months of the expiry of the period time being of the essence invoke the provisions of clause 4.2.6

4.2.6 Upon service of a notice in accordance with clause 4.2.5:

4.2.6.1 the Term will absolutely cease but without prejudice to any right or remedies that may have accrued to either party against the other

4.2.6.2 all money received in respect of the insurance effected by the Landlord shall belong to the Landlord

5. PROVISOES

5.1 **PROVIDED ALWAYS** it is hereby agreed as follows:

5.1.1 if whenever during the Term the rent or any part of the rent shall be unpaid for twenty-one days after it falls due (whether formally demanded or not) or

5.1.2 if any covenant on the Tenant's or Guarantor's part in the Lease or any document supplemental to the Lease shall not be performed or observed or

5.1.3 if the Tenant shall suffer any distress or execution to be levied on the Tenant's goods at the demised premises or

5.1.4 if the Tenant or Guarantor being an individual shall become bankrupt or enter into any arrangement for the benefit of creditors or

5.1.5 if the Tenant or Guarantor being a company

5.1.5.1 shall be the subject of an Administration Order or

5.1.5.2 shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or

5.1.5.3 shall be struck off the Register of Companies or

5.1.5.4 shall be dissolved or

5.1.5.5 shall have a Receiver appointed over the whole or any part of the property assets or undertaking

the Landlord may at any time re-enter the demised premises (or any part of them in the name of the whole) then the Term will absolutely cease but without prejudice to the rights of action or remedies which may have accrued to the Landlord against the Tenant or the Guarantor in respect of any breach of covenant or other term of this Lease

5.2.1 If whenever during the Term

5.2.1.1 the demised premises are damaged or destroyed by any of the insured risks so that the demised premises are unfit for occupation or use

5.2.1.2 payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the demised premises expressly or by implication with the Tenant's authority the provisions of clause 5.2.2 shall have effect

5.2.2 When the circumstances contemplated by 5.2.1 arise the Rent or a fair proportion of the Rent according to the nature extent of the damage sustained shall cease to be payable until the demised premises shall have been rebuilt or reinstated so that the demised premises are made fit for occupation or use or until the loss of rent insurance effected by the Landlord shall be exhausted (whichever shall be the earlier) any dispute as to this sub-clause shall be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the parties or in default by the President for the time being of the Royal Institution of Chartered Surveyors upon the application of either party

5.3 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be incorporated in this Lease provided that all notices served on Central Midlands Estates Limited pursuant to this lease shall be sent to its registered office

5.4 If whenever during the Term the consent or approval of the Landlord is required under the terms of this Lease the giving of such consent or approval shall be conditional upon the consent of any superior Landlord or other person whose consent is necessary also being obtained so far as may be required by the terms of any such headlease or other document

5.5 The Landlord shall not be responsible to the Tenant nor anyone at the demised premises expressly or by implication with the Tenant's authority or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any

chattels or property sustained on the demised premises save where due to the act or default of the Landlord its servants agents or anyone at or near the Landlord's Adjoining Property

5.6 Nothing in this Lease or in any consent granted by the Landlord shall imply or warrant that the demised premises may lawfully be used for any particular purpose

5.7 The acceptance of rent by the Landlord or the Landlord's agents shall not constitute shall not be construed to mean a waiver of any of the Tenant's or Guarantor's covenants or other terms contained in the Lease

5.8 This Lease embodies the entire understanding of the parties relating to the demised premises to all the matters dealt with by any of the provisions of this Lease

5.9 The Tenant acknowledges that this Lease has not been entered into in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or was made by the Landlord's solicitors prior to the date of this Lease in correspondence or in replies to preliminary enquiries

5.10 The Tenant shall not be entitled to any compensation under the Landlord Tenant Act 1954 in so far as Section 37 of the said Act does not render this provision void

5.11 Whenever to the extent that any provision of this Lease would or might contravene the provisions of Section 25 of the Landlord Tenant (Covenants) Act 1995 then:-

5.11.1 such provision is to take effect only in so far as it may do so without contravening such section

5.11.2 where such provision is incapable of having any effect without contravening such section this Lease is to be construed interpreted as if such provision were deleted

5.11.3 the legality validity enforceability of any of the remaining provisions of this Lease are not in any way to be affected or impaired as a result

5.12 In the event of the Landlord disposing of its reversionary interest in the demised premises the Landlord shall be released from the covenants on its part herein contained from the date of such disposal but without prejudice to the rights of the Tenant in respect of any antecedent breach

GUARANTOR'S COVENANTS

7. The Guarantor (if any) covenants with the Landlord in the terms set out in the Fifth Schedule

CERTIFICATE

8. It is hereby certified that this Lease is a new tenancy within the meaning of Section 1 of the Landlord Tenant (Covenants) Act 1995 there is no agreement for lease to which this lease gives effect

IN WITNESS whereof this Deed has been duly executed the day year first before written

THE FIRST SCHEDULE

Part 1

(the demised premises)

ALL THOSE premises known as land to the rear of numbers 83/107 Church Street Burbage Leicestershire shown for the purpose of identification only edged blue on the plan together with the area cross hatched red on the plan

Part 2

ALL THAT land at Church Street Burbage Leicestershire

THE SECOND SCHEDULE

(rights granted)

1. To pass repass with or without motor vehicles to and from the rear of the demised premises over along the yard as a means of access to and egress from Church Street Burbage Provided such vehicular use shall not unnecessarily or unreasonably obstruct the use of the yard by the Landlord and all other persons entitled to use the same

2. To use all channels pipes conduits cables which connect the demised premises with the main supplies of water gas electricity or provide for the drainage thereof

3. To enter on the remainder of the Building for access to maintain the demised premises making good any damage caused except in case of emergency after giving reasonable prior notice to the occupiers thereof

4. For support shelter as now existing in common with the Landlord any tenant of or person authorised by the Landlord

5. A right to use the yard for loading and unloading of delivery vehicles **PROVIDED THAT** such unloading will be carried out directly in front of the loading doors at the demised premises

THE THIRD SCHEDULE

(The exceptions reservations from the demise)

1. The free right of passage running of water soil gas electricity other services to from any adjoining or neighbouring buildings or land through the pipes which are now or at any time during the Term laid or to be laid on in or under the demised premises

2. The right at reasonable times to enter (or in cases of emergency to break enter) the demised premises to exercise any of the rights powers conferred upon the Landlord either by this Lease or under the general law

3. The right to use develop rebuild extend increase alter or reconstruct any adjoining or adjacent property for such purposes to such extent generally in such manner as the Landlord shall think fit notwithstanding that access of light or air to the demised premises shall be materially interfered with and not so as in any way permanently to interfere with or render impossible the carrying on of the Tenant's business in the demised premises and without interfering with any right of support enjoyed by the Tenant or any right specifically mentioned in the description of the demised premises contained in this Lease

4. For support and shelter as now existing

THE FOURTH SCHEDULE

(permitted use)

USE for the storage and distribution of menswear as to the ground floor and as offices in respect of the first floor

THE FIFTH SCHEDULE

The matters referred to in the Charges Register of title number LT299466

THE SIXTH SCHEDULE

(Guarantor Covenants)

1. **THE GUARANTOR** (if any) in consideration of this Lease (or the agreement to the assignment of this Lease as appropriate) covenants guarantees with to the Landlord as a principal debtor that:

1.1 the Tenant will punctually pay the rents will observe perform the covenants other terms of the Lease any agreement pursuant to Clause 3.18.4.8 whilst the Tenant remains liable hereunder

1.2 if the Tenant shall make default in payment of the rents or in the observance or performance of any of the covenants or other terms of this Lease the Guarantor will pay the rents observe perform the covenants or terms in respect of which the Tenant shall be in default make good to the Landlord on demand indemnify the Landlord against all losses damages costs expenses arising or incurred by the Landlord as a result of such non-payment non-observance or non-performance notwithstanding:-

1.2.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of this Lease;

1.2.2 that the terms of this Lease may have been varied by agreement between the Landlord the Tenant;

1.2.3 that the Tenant shall have surrendered part of the demised premises in which event the liability of the Guarantor under this Lease shall continue in respect of the part of the demised premises not so surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925;

1.2.4 any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the demised premises; or

1.2.5 any other act or thing by which but for this provision the Guarantor would have been released

1.3 This guarantee is to remain in force so long as to the extent that the Tenant is not released by law from liability for the Tenant's covenants in this Lease

2. If this Lease is disclaimed or forfeited the Landlord may within three months after the disclaimer or forfeiture by notice in writing require the Guarantor to accept a new lease of the demised premises for a term equivalent to the residue which if there had been no disclaimer or forfeiture would have remained of the Term at the rent then reserved by the Lease subject to the same covenants terms as are payable under applicable to this Lease such new lease the rights liabilities thereunder to take effect as from the date of such disclaimer or forfeiture in such case the Guarantor shall pay the Landlord's costs of such new lease execute deliver to the Landlord a counterpart of it

3. If this lease is disclaimed or forfeited for any reason the Landlord does not require the Guarantor to accept a new lease of the demised premises in accordance with paragraph 2 of this Schedule the Guarantor shall pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use occupation of the demised premises less any expenditure incurred by the Landlord in connection with the demised premises the rents which would have been payable under the lease but for such disclaimer or forfeiture in both cases for the period commencing with the date of such disclaimer or forfeiture ending on whichever is the earlier of the following dates:-

3.1 the date six months after such disclaimer or forfeiture;

3.2 the date (if any) upon which the demised premises are relet

THE SEVENTH SCHEDULE

(Authorised Guarantee Agreement)

AGREEMENT dated

BETWEEN ('Landlord') (1) ('Assignor') (2)

1.1 In this Agreement words importing the singular include the plural vice versa words importing the masculine include the feminine neuter

1.2 Where any party to this Agreement comprises two or more persons covenants by that party shall be deemed to have made jointly severally the persons comprising it

2. The Assignor has agreed to assign the lease.....(particulars) ('the Lease') to ..... ('the Assignment) the Lease requires that this agreement is entered into on or before assignment

3. THE Assignor agrees to indemnify the Landlord from the date of the assignment of the Lease to the Assignee up until the further lawful assignment of the Lease by the Assignee against any all losses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease Provided that the Assignor shall remain liable after the date hereof for any such loss accrued or crystallised before the date hereof

4. THE Assignor is liable to the Landlord under this agreement as principal debtor his obligation shall not be discharged by:

(a) the Landlord allowing the assignee extra time to comply with any obligation in the Lease

(b) failure by the Landlord to insist on the strict terms of the Lease

(c) any variation of the Lease terms

(d) the transfer of the Landlord's reversionary interest

(e) refusal by the Landlord to accept rent tendered by or on behalf of the Assignee at a time when the Landlord was entitled to re-enter the premises demised by the Lease

(f) any other act omission or thing whatsoever which but for this provision would operate to release the Assignor

5. THE Assignor agrees in the event that the Lease is disclaimed or forfeited while it is vested in the Assignee on being so required by the Landlord to accept from the Landlord the grant of a new tenancy to execute deliver a counterpart of it to the Landlord within three (3) months of being requested to do so as the sole cost of the Assignor. The new tenancy is to be on the same terms conditions as the Lease at the date of the disclaimer or forfeiture including the amount of the then passing rent to be for a term equal to the residue of the Term unexpired at the date of such event

IN WITNESS whereof these presents have been duly executed by the parties hereto as a Deed the day year first before written

THE COMMON SEAL of
CENTRAL MIDLANDS ESTATES LIMITED
was hereunto affixed in the presence of:-

Director

~~**Director**~~**/Secretary**