

1/08/2018 Dated

RED KIOSK COMPANY LIMITED

And

(ORIGINAL WARRIOR LTD)

LEASE OF 2 X RED KIOSK AT

230 Uxbridge O/S 163 High Street Jct Bakers Yard, Uxbridge UB8 1JZ. UB8 1JZ

This lease is dated

1/08/2018

PARTIES

RED KIOSK COMPANY LIMITED incorporated and registered in England and Wales with company number 08987705 whose registered office is at Sussex Innovation Centre Science Park Square Falmer Brighton BN1 9SB (Landlord)

INAM-UL-HAQ, Fatima Original Warrior Ltd 78 Clements Road, Eastham, London, England, E6 2DF Registration Number 11483284 (Tenant)

1.1 Definitions and Interpretations

In this agreement, except where the context otherwise requires, the following terms shall have the following meanings.

Access Areas: Such roads and paths and other means of access as are used in order to gain access to the Kiosk for the Permitted Use.

Annual Rent: rent at the rate of £7,200 per annum for 2 Kiosks plus vat subject to review in accordance with the Lease. 1st rental payment due on 11th of January 2019 as continuing from initial move in date 1st of June 2018

Insurance Rent: The aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:-

- (a) the Kiosk for its full reinstatement cost, site clearance, professional and statutory fees and incidental expenses and costs of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;
- (b) loss of Annual Rent of the property for 1 year; and
- (c) any insurance premium tax payable on the above.

Insured Risks: 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 from time to time.

Insured Risk: Any one of the Insured Risks.

Interest Rate: 4% per annum above the base rate from time to time of HSBC Bank Plc.

Kiosk: The telephone kiosk located at, Uxbridge O/S 163 High Street Jct Bakers Yard, Uxbridge UB8 1JZ. UB8 1JZ and for the avoidance of doubt it is the kiosk only which is included but not the land upon which it is situated.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: A1

Permitted Hours: 0800 - 2000

- 1.14 A reference to **writing** or **written** includes fax and e-mail.
- 1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. **GRANT of Lease**

- 2.1 The Landlord lets the Kiosk to the Tenant for the Term.
- 2.2 The Lease is made with the Tenant paying as rent to the Landlord, the Rent and any VAT, the Insurance Rent, any interest payable under this lease and all other sums due under this lease

3. **ANCILLARY RIGHTS**

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**) to use in common with the Landlord and any other person authorised by the Landlord:
- (a) the right to use the Access Areas for the purpose of access to and from from the Kiosk;
 - (b) the right to use or connect in to any Service Media serving the Kiosk.
- 3.2 In relation to the Right mentioned in clause 3.1(b) the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.3 The Tenant shall not:
- (a) Use the Kiosk otherwise than for the Permitted Use
 - (b) Assign underlet charge part with the possession of or otherwise dispose of the Kiosk or any part of it or any interest in it;
 - (c) Share occupation of the Kiosk or any part of it
 - (d) Make any alteration or addition to the Kiosk
 - (e) Cause any nuisance or annoyance to the Landlord or to the owners or occupiers of any neighbouring premises

- 3.4 ; The Tenant shall keep the Kiosk clean and tidy and make good any damage caused in accordance with all relevant laws.

4. **RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):
- (a) the right to enter the Kiosk for any purpose at any reasonable time without notice.
 - (b) the right to display advertising for such products as the Landlord in its discretion shall decide on the side of the Kiosk which is not glazed.
- 4.2 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.

6. INSURANCE

6.1 The Landlord shall keep the Kiosk insured against loss or damage from the Insured Risks, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.

6.2 The Tenant shall pay to the Landlord on demand:-

6.3 (a) The Insurance Rent; and

6.4 (b) Any amount deducted or disallowed by the insurers pursuant to any excess provisions in the insurance policy.

6.5 If the Landlord insures the Kiosk together with any other land or kiosks, the amount of the Insurance Rent shall be a fair proportion of the total for the Kiosk plus any of the other kiosks or land.

6.6 If the Kiosk is damaged or destroyed by a risk against which the Landlord has insured so as to make the Kiosk unfit for occupation and use, and the Landlord has not repaired the Kiosk so as to make the Kiosk fit for occupation and use within six months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

6.7 If the Kiosk is damaged or destroyed by a risk against which the Landlord has insured so as to make the Kiosk unfit for occupation and use, then provided that:

(a) the Landlord's insurance policy has not been invalidated in whole or part by any act or omission of the Tenant or any person at the Kiosk with the actual or implied authority of the Tenant; and

(b) the Landlord has not repaired the Kiosk so as to make the Kiosk fit for occupation and use within six months of it having been damaged or destroyed,

the Tenant may terminate this lease by giving notice to the Landlord.

6.8 In any case where the Tenant is able to terminate this lease pursuant to this clause then 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 Kiosk has been repaired so as to make the Kiosk fit for occupation and use or, if earlier, this lease is terminated.

6.9 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any previous breach of the tenants covenants of this lease.

6.10 Nothing in this clause shall oblige the Landlord to repair the Kiosk.

7. SERVICES

7.1 The Landlord shall use its reasonable endeavours to provide to the Kiosk a sufficient supply of electricity to enable the Tenant to carry out the Permitted Use. (or any other service

7.2 The Tenant shall instruct CSG Utilities Limited 8 Bradley Street, Manchester M1 1EH 0161 300 9691 to install a Mains Cold Water Supply if required by the Tenant. A quote

LANDLORD & TENANT ACT 1954

- 21.3 The parties confirm that:
- 21.4 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- 21.5 the Tenant Original Warrior Ltd who was duly authorised by the Tenant to do so made a statutory declaration dated [] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- 21.6 there is no agreement for lease to which this lease gives effect.
- 21.7
- 21.8 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.
- 21.9
- 21.10 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 document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a Deed by The
Landlord
acting by one Director In

the presence of: Signature

of witness: Name of

witness: Address of

witness:

signed as a Deed by the said
Tenant acting by one Director In the
presence of:-

[]

Signature of witness:

Name of witness: Address

of witness: