

DATED

17th September 2019

LEASE

relating to

**GROUND FLOOR UNIT, 8 UPTON ROAD, CLAUGHTON, WIRRAL, CH41
ODF**

between

MICHAEL JOHN TRAYNOR AND JACQUELINE ANN TRAYNOR

and

BAYRAM KOYUNCU

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This lease is dated 17.09.19.

PARTIES

- (1) Michael John Traynor and Jacqueline Ann Traynor care of Waterloo Buildings, 21-23 Bridge Street, Birkenhead, CH41 1AS (**Landlord**).
- (2) Bayram Koyuncu care of Mario's Pizzeria, 8 Upton Road, Claughton, Wirral, CH41 0DF (**Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at the rate of £10,400.00 per annum.

Building: the building known as 8 & 8A Upton Road, Claughton, CH41 0DF.

Commencement Date: 1st September 2019.

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

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use under use class A5 of the Town and Country Planning Act (Use Classes) Order 1987.

Property: the ground floor of the Building (but excluding any entrance area to the upper floors), including all the windows and window frames in that part and the shop fascia but excluding all Service Media which are within that area but which do not serve it exclusively and excluding any load-bearing or structural part.

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

Term: a term of 5 years from the Commencement Date.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this lease, except a reference to the date 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.
- 1.4 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of them or it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.12 Clause headings shall not affect the interpretation of this lease.
- 1.13 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.
- 1.14 Subject to *clause 23.1* a reference to **writing** or **written** includes fax and email.
- 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

- 2.1 The Landlord lets the Property to the Tenant for the 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 all rights, restrictions and covenants affecting the Building.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, 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 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; and
 - (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.
- 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 exercise the Rights:
- (a) only in connection with its use of the Property for the Permitted Use, and in a manner that is consistent with its obligations in clause 16.4; and
 - (b) in accordance with all relevant laws.
- 3.4 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 other property or is to be taken to show that the Tenant may have any right over any other part of the Building or any other 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 (the Reservations):

- (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; the right to install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property) and to connect into and use such Service Media; and the right to re-route any Service Media mentioned in this clause;
- (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other property or to carry out any works to any other part of the Building, at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant; and
- (d) at any time during the Term, the full and free right to build into any boundary of the Property, and to develop land other than the Building, whether or not such land is owned by the Landlord, as the Landlord may think fit.

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.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

5. THE ANNUAL RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by 12 equal instalments in advance on the 1st day of each month.

5.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next rent payment date.

5.3 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and other services and utilities to or from the Property. If any such costs are charged in respect of the Property together with other property (including the remainder or any other part of the Building), the

Tenant shall pay a fair proportion (determined conclusively by the Landlord except as to questions of law and in the absence of any manifest error) of the total.

5.4 The Tenant shall pay all 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.

If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord except as to questions of law and in the absence of any manifest error) of the total.

5.5 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

5.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of 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.

5.7 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 Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

5.8 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

6. INSURANCE

6.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, 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 on demand a fair proportion of the cost to the Landlord of the insurance of the Building in accordance with clause 6.1 and of insurance against loss of the Annual Rent for a period not exceeding 12 months (and any insurance premium tax in relation to that amount).

6.3 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 6 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

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

- (a) the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Building with the actual or implied authority of the Tenant; and
- (b) the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 6 months of it having been damaged or destroyed,

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

6.5 If the Building is damaged or destroyed by a risk against which the Landlord is not obliged to insure pursuant to clause 6.1, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 6 months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.

6.6 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of 6 months mentioned in clause 6.4(b) or the period of 6 months mentioned in clause 6.5 had ended), then:

- (a) payment of the Annual Rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended; and
- (b) the Tenant shall not be liable to carry out any works of repair to the Property

until the Building has been repaired so as to make the Property fit for occupation and use or, if earlier, this lease is terminated.

6.7 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 antecedent breach of the tenant covenants of this lease.

6.8 Nothing in this clause shall oblige the Landlord to repair the Building.

7. ASSIGNMENTS

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

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

7.3 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 (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) 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 (and any former tenant);
 - (iv) requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant, as the case may be) 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).

7.4 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 Annual Rent or other money due under this lease is outstanding.

7.5 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.

8. UNDERLETTINGS

8.1 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.

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

8.3 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.

8.4 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.

8.5 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) a covenant by the undertenant not to underlet the whole or part of the Property;

- (d) 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
- (e) 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.

8.6 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;
- (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.

9. SHARING OCCUPATION

9.1 The Tenant may share occupation if and for so long as the following conditions are satisfied:

- (a) the identity of the other occupier and the terms of the arrangement are first approved by the Landlord;
- (b) the other occupier occupies part of the Property in order to trade from it for the purposes of a trade that is separate from that of the Tenant;
- (c) the other occupier uses the relevant part of the Property only for the Permitted Use or such other use for which the Landlord has first granted its consent;
- (d) the other occupier occupies no more than 25% of the internal floor area of the Property and the Tenant remains in occupation of the remainder of the Property;
- (e) the arrangement is by way of licence, is personal to the parties and does not create any relationship of landlord and tenant; and

- (f) the arrangement is consistent with the terms of this lease and is documented in writing.

10. CHARGING

- 10.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 10.2 The Tenant shall not charge part only of this lease.

11. 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).

12. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

12.1 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.

12.2 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).

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

- (a) give the Landlord's solicitors notice of the Transaction;
- (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 £50 (plus VAT).

- 12.4 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.

13. REPAIRS AND DECORATION

- 13.1 The Tenant shall keep the Property clean and tidy, including cleaning the inside and outside of the windows at the Property, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.
- 13.2 The Tenant shall replace any plate glass or other window glass that becomes cracked or broken.
- 13.3 The Tenant shall decorate the Property in the last three months before the end of the Term to the satisfaction of the Landlord and using materials and colours approved by the Landlord.
- 13.4 The Tenant shall keep the Property in good repair but shall not be obliged under this clause 13.4 to put the Property into any better state of repair than it is in at the date of this lease or to remedy any disrepair which results from any risk against which the Landlord has insured (provided that the Tenant, or any person at the Building with the actual or implied authority of the Tenant, has not vitiated the Landlord's insurance policy).

14. ALTERATIONS AND SIGNS

- 14.1 The Tenant shall not make any alteration to the Property (including any Service Media forming part of the Property), other than the installation and removal of non-structural, demountable shop fittings and provided that, where reasonably required by the Landlord, it removes any such fittings before the end of the Term and makes good any damage to the Property and to any part of the Building caused by any such installation or removal.
- 14.2 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building, other than:
- (a) a shop fascia of a design and size approved by the Landlord; and
 - (b) such trade posters, notices 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.

15. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. 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.

16. USE

16.1 The Tenant shall not use the Property for any purpose except the Permitted Use.

16.2 The Tenant shall not leave any refuse outside the Property except at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.

16.3 The Tenant shall load and unload goods only at such times as accord with any bylaws or parking restrictions imposed by the local authority.

16.4 The Tenant shall not use the Property, or exercise any of the Rights:

- (a) for any illegal purpose; or
- (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; or
- (c) in any way that would vitiate the Landlord's insurance of the Building; or
- (d) in a manner that interferes with any right subject to which this lease is granted.

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

17. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws relating to the Property and the occupation and use of the Property by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Property, and to all materials kept at or disposed from the Property.

18. RETURNING THE PROPERTY TO THE LANDLORD

- 18.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this lease and shall remove from the Property all stock and chattels belonging to or used by it.
- 18.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings 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.

19. 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 Property and loss of amenity of the Property) 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 or any person on the Property or the Building with its actual or implied authority.

20. 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.

21. RE-ENTRY AND FORFEITURE

- 21.1 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 21 days after becoming payable whether it has been formally demanded or not; or
 - (b) any breach of any condition or tenant covenant of this lease.
- 21.2 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 antecedent breach of the tenant covenants of this lease.

22. JOINT AND SEVERAL LIABILITY

- 22.1 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.
- 22.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 22.3 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.

23. NOTICES

- 23.1 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 email 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.
- 23.2 If a notice complies with the criteria in clause 23.1, 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 9.00 am on the next working day after transmission.
- 23.3 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.
- 23.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

- 23.5 Within five working days after receipt of any notice or other communication affecting the Property or the Building the Tenant shall send a copy of the relevant document to the Landlord.

24. ENTIRE AGREEMENT

- 24.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

- 24.2 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.

25. GOVERNING LAW

This lease and any dispute or claim arising out of it 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.

26. 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 lease or its subject matter or formation (including non-contractual disputes or claims).


27. MISCELLANEOUS

- 27.1 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.

Executed as a deed by Michael John
Traynor for and on behalf of Michael
John Traynor and Jacqueline Ann
Traynor in the presence of:


.....
Michael John Traynor

.....
Signature of witness 

Name: ALAN EVERETT
Wabash Township
Address: 21-23 Bridge Street
CH411AS.

Executed as a deed by Bayram
Koyuncu, in the presence of:


.....

.....
Signature of witness  Bayram Koyuncu

Name: ALAN EVERETT
Wabash Township
Address: 21-23 Bridge Street
Bunkerhead CH411AS.