**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE (this "Lease") dated this 5th day of September 2023
BETWEEN:**

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| --- |
| **AK Properties NE LTD of 1 Peddars Way, Ingleby Barwick TS17 5FQ**Telephone: 07834553223   Email: kayleighcrone@hotmail.co.uk(the "Landlord") |
| OF THE FIRST PART |
| **- AND -** |
| **Belle Vue Stores North East Limited of 80 Wolviston Road, Billingham TS22 5JF**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the "Tenant") |

AGREED TERMS

Interpretation

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

**Definitions:**

1. Annual Rent: rent at a rate of £13,200.00 per annum and then as revised under Schedule 5 and any interim rent determined under the LTA 1954.
2. Authorised Person: any:
	1. undertenant or person deriving title under the Tenant;
	2. workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
	3. person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
3. Break Date: A date which is at least 12 weeks after service of the Break Notice.
4. Break Notice: written notice to terminate this lease specifying the relevant Break Date.

**Building** means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 80 Wolviston Road, Billingham, TS22 5JF (ground floor only), as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

1. CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).
2. Contractual Term: a term of 10 years from and including the date of this lease.
3. Default Interest Rate: [4]% per annum above the Interest Rate.
4. Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.
5. Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.
6. Excluded Insurance Items: any:
	1. glass in the shopfront of the Property; and
	2. tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.
7. Insolvency Event: subject to clause 1.15, any one or more of the following:
	1. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
	2. the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
	3. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
	4. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
	5. the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
	6. the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
	7. the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
	8. the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
	9. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; [or]
	10. [the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor[. **OR** ; or]]
	11. [the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.]
8. Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, [terrorism,] subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

**Insurance Charge** means the cost to the Landlord of effecting and maintaining the Insurance Policies from, and including, any premiums paid and, where relevant, the cost of assessing any insured amounts;

1. **Insurance Policies** means the insurance policy or policies maintained by the Landlord in respect of the Premises covering damage by Insured Risks, loss of Rent, public liability and all other insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
2. LPA 1925: Law of Property Act 1925.
3. LTA 1927: Landlord and Tenant Act 1927.
4. LTA 1954: Landlord and Tenant Act 1954.

**Premises** means the retail store at 80 Wolviston Road, Billingham, TS22 5JF.

* + 1. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below lettable premises and not included within lettable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
		2. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

Property: the property described in Schedule 1.

1. Property Damage: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.
2. Rents: the rents set out in clause 2.2.
3. Rent Commencement Date: 5th September 2023
4. Rent Payment Dates: the 5th day of every month

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.]

1. Tenant's Plant: any air-conditioning plant and wireless network equipment, and television aerials and satellite dishes and other plant and equipment reasonably required by the Tenant in connection with the Tenant's use of the Property for the Permitted Use/
2. Tenant's Plant Works: external non-structural works to install, repair and maintain the Tenant’s Plant.
3. Term: the Contractual Term [and any statutory continuation of this lease].
4. Termination Date: the date on which the Term ends (however it ends).
5. Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and Uninsured Risk means any one of the Uninsured Risks.
6. Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
7. Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
8. **Intent of Lease**

It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

**Let Premises**

The Landlord agrees to let to the Tenant the retail store municipally described as 80 Wolviston Road, Billingham, TS22 5JF, (the "Premises").
The Premises will be used for only the following permitted use (the "Permitted Use"): Retail Shop/Convenience Store.

The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do

 include window frames and plate glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings.

**Term**

The term of the Lease is a periodic tenancy commencing at 12:00 noon on 05 September 2023 and continuing on a 10 year basis until the Landlord or the Tenant terminates the tenancy (the "Term").

The tenant shall have the right to terminate this lease on 05 September 2028 (the break date) on the service of 12 weeks prior written notice to the Landlord provided that –

There are no arrears of annual rent;

It pays the Landlord a sum equivalent to one quarters annual rent;

**Security of Tenure**

The Landlord and the Tenant have agreed that sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply to this Lease.

The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").

The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.

Payment of Annual Rent

The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

The Tenant will pay the Base Rent on or before the fifth of each and every month of the Term to the Landlord.

The Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

That first instalment of Annual Rent shall be £1100.00 for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

electronic means from an account held in the name of AK Properties NE LTD the Tenant to the account notified from time to time to the Tenant by the Landlord; or

any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

The Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner o:- ar occupier of it, during the Term, including all costs reasonably incurred by the Landlord in connection with appealing against the rating evaluation of the Premises.

No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

**Rent Review**

If the Term of this Lease is greater than five years, the Landlord and Tenant will review the Base Rent after each five-year period, which Base Rent will become effective at the commencement of the following five-year period.

For any rent review, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

The rent review will assume that:

the Premises are fit for occupation by a willing tenant;

the Premises may be lawfully let for the Permitted Use;

the Landlord and Tenant have complied with their respective obligations in this Lease; and

if the Premises have been damaged or destroyed, they have been fully repaired.

The rent review will disregard:

the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;

any goodwill attached to the Premises because of the Tenant's occupation;

any work done to the Premises that was not done pursuant to an obligation in this Lease; and

any activities on, or work done to, any adjoining premises.

If the Landlord and Tenant cannot agree on the Base Rent on the date of review, either the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint an arbitrator to determine the Open Market Rent, in arbitration conducted in accordance with the Arbitration Act 1996, which determination will be binding on the Landlord and Tenant.

If the arbitrator is incapable or unwilling to act, the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint a replacement.

The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

Rates and Taxes

The Tenant must pay all Rates and Taxes.

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

If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

Utilities

The Tenant must pay all Utility Costs.

The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

**Use and Occupation**

The Tenant will carry on business under the name of Belle Vue Stores North East Limited and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

**Quiet Enjoyment**

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

**Distress**

If and whenever the Tenant is in default in payment of the Rent owed under this Lease, interest on that Rent and any value added tax in respect to that Rent, the Landlord may use the commercial rent arrears recovery (the "CRAR") procedure set out in Schedule 12 (Taking control of goods) of the Tribunals, Courts and Enforcement Act 2007 to have an enforcement agent use its enforcement power to take control of the Tenant's goods and sell them to recover that outstanding amount.

If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

**Landlord Chattels**

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:

Shelving Units; and

Fridges x4.

**Tenant Improvements**

The Tenant will obtain written permission from the Landlord before doing any of the following:

painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

removing or adding walls, or performing any structural alterations;

changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;

affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or

installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

**Insurance**

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

The Tenant is responsible for insuring the Premises for occupiers' liability insurance for the benefit of the Tenant and the Landlord.

**Abandonment**

If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper in compliance with the Torts (Interference with Goods) Act 1977 and is relieved of all liability for doing so.

**Governing Law**

This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

**Severability**

If there is a conflict between any provision of this Lease and the applicable legislation of England (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

**Assignment and Subletting**

Assignments

The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

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

a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

is in respect of all the tenant covenants of this lease;

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 LTCA 1995;

imposes principal debtor liability on the assignor;

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

is otherwise in a form reasonably required by the Landlord;

a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.

The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

the Annual Rent or any other sum due under this lease [(where that other sum is not the subject of a genuine dispute with the Landlord)] is outstanding;

there is a material breach of covenant by the Tenant that has not been remedied; or

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

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.

Signs

The Tenant may display such trade posters and advertisements at the Property 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.

The Tenant must allow the Landlord to fix to and keep at the Property:

during the 3 month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and

at any time during the Term, any sale board as the Landlord reasonably requires.

Window displays and window cleaning

The Tenant must:

keep the shopfront of the Property and any windows at the Property appropriately lit and dressed during the hours that the Property is open for trade; and

as often as reasonably necessary, the Tenant must clean the internal and external surfaces of the shopfront and any windows or other glass at the Property.

Returning the Property to the Landlord

The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses[, email addresses] and telephone numbers of at least [two] people who each:

hold a full set of keys for the Property;

hold all the access codes for the Tenant's security systems (if any) at the Property; and

may be contacted in case of emergency at any time outside the Tenant's usual business hours.

Compliance with laws

The Tenant must comply with all laws relating to:

the Property and the occupation and use of the Property by the Tenant;

the use or operation of all Service Media [, the Tenant’s Plant] and any other machinery and equipment at or serving the Property whether or not used or operated;

any works carried out at the Property; and

all materials kept at or disposed of from the Property.

Within [five] working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

send a copy of the relevant document to the Landlord; and

take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

The Tenant must not:

apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or

implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

The Tenant must:

comply with its obligations under the CDM Regulations;

maintain the health and safety file for the Property in accordance with the CDM Regulations;

give that health and safety file to the Landlord at the Termination Date;

procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

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

As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

The Tenant must keep:

the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property and

that machinery, equipment and alarms properly maintained and available for inspection.

Energy Performance Certificates

The Tenant must:

co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property [including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report]; and

allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

cause as little inconvenience as reasonably possible to the Tenant; and

promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

Re-entry and forfeiture

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:

the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);

any breach of any condition of, or tenant covenant in, this lease; or

an Insolvency Event.

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

**Bulk Sale**

No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant’s obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

**Maintenance**

The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.

In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.

The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

**Care and Use of Premises**

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord

The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

The Tenant will not engage in any illegal trade or activity on or about the Premises.

The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

**Surrender of Premises**

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

**Hazardous Materials**

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, car park and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

**General Provisions**

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

The provisions of Section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Services Act 1962, will apply to the giving and service of all notices and documents under or in connection with this Lease.

Time is of the essence in this Lease.

This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

The Parties do not intend for any term of this Lease to be enforceable by a person that is not party to this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

The Tenant will pay the stamp duty land tax on this Lease and any amending document.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal executed as a deed, on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Witness)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed for and on behalf of **AK Properties** **NE LTD** (Landlord) by |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Witness)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address) | Signed for and on behalf of **Belle Vue Stores North East Limited**(Tenant) byPer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) |