

**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE** (this "Lease") dated this 01 day of JULY, 2023

**BETWEEN:**

**ICCM (Training) Ltd of 2 Swallow Ct, Kettering Pkwy, Kettering NN15 6XX, UK**

**Telephone: 01933 276327**

**(the "Landlord")**

**OF THE FIRST PART**

**- AND -**

**LMJ GROUP LTD of 110 Butterfield, Great Marlings, Luton LU2 8DL, UK**

**Telephone: 07429 502767**

**(the "Tenant")**

**OF THE SECOND PART**

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 4 Brooklands Court, Kettering NN15 6FD, UK, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "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;
  - d. "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;

- e. **"Insured Risks"** means fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from such aerial devices, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood, impact by road vehicles, terrorism (to the extent that insurance against such risks may ordinarily be arranged with an insurer of good repute at reasonable commercial rates) and such other risks or insurance as may from time to time be reasonably required by the Landlord;
- f. **"Common Areas and Facilities"** mean:
  - i. 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
  - ii. 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;
- g. **"Lettable Area"** means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- h. **"Open Market Rent"** means the best rent which might reasonably be expected to be paid by a willing tenant to a willing landlord for a letting of

- the whole of the Premises in the open market with vacant possession and without a fine or premium for the residue of the Term remaining at the date of review;
- i. "Premises" means the office space at 4 Brooklands Court, Kettering NN15 6FD, UK.
  - j. "Proportionate Share" means a fraction, the numerator of which is the Lettable Area of the Premises and the denominator of which is the aggregate of the Lettable Area of all rentable premises in the Building;
  - k. "Rent" means the total of Base Rent and Additional Rent.

### **Let Premises**

- 2. The Landlord agrees to let to the Tenant the office space municipally described as 4 Brooklands Court, Kettering NN15 6FD, UK (the "Premises").
- 3. The Premises will be used for only the following permitted use: Office (the "Permitted Use").
- 4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

### **Term**

- 5. The term of the Lease commences at 12:00 noon on 1 June 2023 and ends at 12:00 noon on 31 May 2024 (the "Term").
- 6. 3 Months prior to the end of the Term, by 28 February 2024, the Tenant will have first option to enter into a formal long term lease, for a minimum period of 5 Years, commencing on 1 June 2024. An independent local surveyor will be appointed by both parties, to determine the rent for the new lease.
- 7. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
- 8. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

### **Security of Tenure**

- 9. The Landlord and the Tenant have agreed that sections 24 to 28 of the Landlord and Tenant Act 1954 do apply to this Lease. The Tenant will be entitled to renew the Lease upon the expiry of the current Lease, in line with Point 6 above, under "Term".

**Rent**

10. Subject to the provisions of this Lease, the Tenant will pay a base rent of £1,500.00, plus VAT, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
11. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
12. The Tenant will be charged an additional amount of £100.00 for any late payment of Rent.
13. The Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner or 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.
14. All amounts payable by the Tenant under this Lease are exclusive of any Value Added Tax that may be payable from time to time, and the Tenant will pay to the Landlord the amount of Value Added Tax charged to the Landlord for a Value Added Tax supply made in respect of the Premises that is not recoverable from HM Revenue and Customs.
15. 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**

16. Rent is fixed for the 12 month duration.
17. Point 6 above will apply on any renewal of the lease.

**Service Charges**

18. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following service charges:
  - a. Service charges for the property (details supplied separately);
  - b. cleaning and janitorial services;
  - c. all utilities supplied to the Common Areas and Facilities;
  - d. security;
  - e. window cleaning;
  - f. repairs and replacements to the Building and any component of the Building; and
  - g. accounting and auditing.

**Use and Occupation**

19. The Tenant will carry on business under the name of R RAJANI & CO LTD, 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.
20. 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**

21. 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**

22. 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.

**Utilities and Other Costs**

23. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.

**Insurance**

24. 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.

**Abandonment**

25. 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**

26. 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**

27. 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**

28. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
29. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
30. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly

from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

31. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
32. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

### **Bulk Sale**

33. 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.

### **Care and Use of Premises**

34. 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.
35. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
36. 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.
37. The Tenant will not engage in any illegal trade or activity on or about the Premises.
38. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

### **Surrender of Premises**

39. At the expiration of the lease term, (Subject to Point 6 under Term above), 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**

40. 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**

41. 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**

42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. Time is of the essence in this Lease.
48. 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.
49. 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.
50. 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, on this 1 day of

JULY, 2023

Teresa King  
(Witness)

[Signature]  
(Address) 49 ROCHEWAY

WELLINGBOROUGH

NORTHANTS

NN8 5YD

TERESA KING  
(Witness)

[Signature]  
(Address) 49 ROCHEWAY

WELLINGBOROUGH

NORTHANTS

NN8 5YD

Signed for and on behalf of  
ICCM (Training) Ltd (Landlord) by

Per: [Signature] (SEAL)

Signed for and on behalf of  
LMJ GROUP LTD (Tenant) by

Per: [Signature] (SEAL)