

We hereby certify that this is a true copy of the original document with which we have examined it this 27 day of January 1992

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DATE

*16<sup>th</sup> September*

1991

THE ENGLISH INDUSTRIAL ESTATES CORPORATION

to

POWER SYSTEMS SERVICES LIMITED

LEASE

relating to premises known as Site Number DC. 669/2  
on the Station Yard Industrial Estate  
Station Road Bakewell  
in the County of Derbyshire

Term : 999 Years

Commencement date : *16<sup>th</sup> September* 1991

Premium: £96,500.00 plus Value Added Tax

Rent: One peppercorn per annum (if demanded)

Foy & Co  
Solicitors  
Doncaster

English Industrial Estates Corporation

Long Term Lease

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THIS LEASE

is made the

Sixteenth

day of

September

One thousand nine hundred and ninety one B E T W E E N

(1) THE ENGLISH INDUSTRIAL ESTATES CORPORATION whose principal office is situate at Team Valley Gateshead in the County of Tyne and Wear (hereinafter called "the Landlord") and

(2) POWER SYSTEMS SERVICES LIMITED of King's Gate Baslow Road Calver Derbyshire S30 1XU (hereinafter called "the Tenant")

WITNESSETH in consideration of the sum of Ninety six thousand five hundred pounds (96,500) plus Value Added Tax now paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) and of the rents hereinafter reserved and of the covenants by the Tenant herein contained

AND IT IS HEREBY DECLARED as follows:-

1. Interpretation

1.1 IN this Lease unless there be something in the context inconsistent therewith:

"the Estate"

means the Landlord's Station Yard Industrial Estate Station Road Bakewell in the County of Derbyshire and includes any variations thereto during the term hereby created

"the Ground Rent"

means the clear yearly rent for the time being payable under clause 2.4.1

"the insured risks"

means fire and all perils insurance in respect of the demised premises

"the Landlord"

shall include the reversioner and others for the time being entitled to receive the rents hereby reserved

"the plan"

means the plan annexed hereto



"the planning laws" means every law for the time being in force in England and Wales and (in the case of any law applied to particular localities) having application to the locality of the premises hereby demised in relation to town and country planning and development control including the Town and Country Planning Acts 1971 to 1985 and the Town and Country Planning (Amendment) Act 1977 and the Local Government Planning and Land Act 1980

"the said term" means the term hereby created

"the Tenant" shall include those deriving title under the Tenant

- 1.2 Unless otherwise specifically stated a reference in this Lease or any Schedule thereto to any clause means that clause of this Lease
- 1.3 Headnotes in this Lease appear for ease of reference only and shall not affect its construction
- 1.4 Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expressions "the Tenant" or (if applicable) "the Guarantor" covenants contained in this lease which are expressed to be made by the Tenant or the Guarantor respectively shall be deemed to be made by such persons jointly and severally
- 1.5 Words importing the masculine gender only shall include the feminine and neuter genders and vice versa
- 1.6 Words importing persons shall include corporations and vice versa
- 1.7 References to any Act of Parliament include references to any statutory modification or re-enactment thereof for the time being in force and any order instrument regulation or bye-law made or issued thereunder

1.8 This Lease is a deed

2. Demise

2.1 THE Landlord hereby demises unto the Tenant

2.1.1 FIRST ALL that piece of land being Site No. DC. 669/2 on the Estate and more particularly delineated and described on the plan and thereon coloured red green and blue and

2.1.2 SECONDLY the building or buildings thereon erected and built and the Landlord's fixtures and fittings therein (which premises first and secondly hereinbefore mentioned are hereinafter referred to as "the demised premises")

TOGETHER WITH

2.1.3 full and free right and liberty for the Tenant in common with the Landlord and all other persons having the like right but subject to all easements which may have been or may hereafter be granted by the Landlord upon over or under the private road shown hatched black on the plan (hereinafter referred to as "the private road") of the Landlord on the Estate at all times and for all purposes connected with the use and enjoyment of the demised premises with or without motors or other vehicles laden or unladen to pass and repass over and along the private road SUBJECT to the Tenant contributing towards the maintenance and repair thereof as referred to in clause 2.4.2

2.1.4 full and free right for the Tenant in common with the Landlord and all other persons authorised by it to the free passage and running of water and soil in such quantities as the Landlord may from time to time reasonably specify from the demised premises through the sewers and drains of the Estate

2.1.5 the right so far as the Landlord can grant the same to connect the demised premises to the supplies of the public utilities by such route as the Landlord may reasonably approve and

2.1.6 liberty to enter on the lands of the Landlord adjacent to the demised premises for the purpose of compliance with any of the covenants conditions and stipulations hereinafter contained and on the part of the Tenant to be observed or performed making good all damage occasioned by such entry and causing as little inconvenience as may be possible

2.2 EXCEPTING AND RESERVING

2.2.1 Unto the Landlord free and uninterrupted passage and running of water soil gas electricity steam and telephone or any other service or supply from the other buildings and land of the Landlord and its tenants adjoining or near the demised premises through the sewers drains watercourses conduits pipes wires cables and subways which are now or may hereafter during the term hereby granted be in or over or under the demised premises and

2.2.2 Unto the owner or owners thereof the mines and minerals within and under the demised premises with such powers of winning working and carrying away the same as have heretofore been excepted and reserved

2.3 TO HOLD (except and reserved as aforesaid) unto the Tenant for a term of Nine hundred and ninety-nine years from and including the *Sixteenth* day of *September* One thousand nine hundred and ninety one

2.4 YIELDING AND PAYING during the said term the following rents viz:

2.4.1 The Ground Rent being one peppercorn per annum (if demanded) such rent to be paid annually in advance on the First day of January in each year



2.4.2 As a further rent such amount as the Landlord shall reasonably demand towards the cost of maintaining and repairing the private road

2.4.3 As a further rent for such services (if any) as may be supplied by the Landlord to the Tenant at its request charged at the current rates from time to time in force on the Estate

each of the additional rents reserved under clauses 2.4.2 and 2.4.3 to be paid without any deduction on demand and in all cases to be recoverable by distress in the same manner as rent in arrear

### 3. Tenant's covenants

THE Tenant hereby covenants with the Landlord in manner following viz:

#### 3.1 Payment of Rent

3.1.1 To pay the rents hereby reserved at the times and in manner aforesaid without any deductions except as required by law and to observe and perform the provisions herein contained which are or ought on the part of the Tenant to be observed and performed

3.1.2 If any rent further rent or other sum payable by the Tenant hereunder shall be due but unpaid for seven days to pay to the Landlord on demand interest at 3% per annum above the base lending rate from time to time of Barclays Bank p.l.c. on such outstanding amount from the due date until payment and this covenant shall not prejudice any other right or remedy of the Landlord for the recovery of the said rents or other sums

#### 3.2 Value Added Tax

To pay and indemnify the Landlord against Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any of the rents or other payments made paid or payable by the Tenant under any of the terms of or in connection with this



Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

3.3 Payment of Taxes etc.

To pay and discharge (or in the absence of direct assessment on the demised premises to pay to the Landlord on demand a fair proportion to be determined by the Surveyor for the time being of the Landlord whose decision shall be binding upon the Tenant) all taxes rates assessments duties charges levies outgoings and impositions whatsoever which now are or during the said term shall be charged or imposed upon the demised premises or any part thereof or upon the owner or occupiers thereof by authority of Parliament or otherwise except

3.3.1 Any tax in respect of rents and other payments hereunder other than Value Added Tax or other tax thereon intended to be paid by the Tenant

3.3.2 Any tax or levy in respect of the grant of and arising solely by reason of the grant of this Lease (and not by reason of the combined effect of the grant of this Lease and of some act or omission of the Tenant)

3.3.3 Any tax or levy in respect of any dealing with the reversion expectant on the said term not arising by reason of some act or omission on the part of the Tenant

3.4 Compliance with statute

3.4.1 IN all respects to comply with the provisions of any Act of Parliament now or hereafter in force and the requirements of any competent authority in respect of the demised premises or the occupation and user thereof (including without prejudice to the generality of this covenant any provision or requirement of or arising under the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 and the Health and

Safety at Work etc. Act 1974) and to indemnify the Landlord against all claims demands expenses and liabilities in respect thereof and to pay all costs charges and expenses incurred by the Landlord under or arising out of any such provision or requirement

- 3.4.2 To provide to the Landlord on request all such information as to the Tenant's use and occupation of the demised premises as the Landlord may reasonably require to enable the Landlord to comply with statutory requirements affecting it or to enforce statutory rights against third parties

3.5 Repair reinstatement and insurance

- 3.5.1 AT all times during the said term to place and keep in good and substantial repair and condition all and singular the buildings hereby demised and all other erections and buildings which shall at any time during this demise be erected or set up upon the demised premises and all drains pipes cables roads paths car parks walls fences and gates in on over or under the demised premises and quietly to yield up the same to the Landlord in such good and substantial repair at the expiration or sooner determination of the said term

- 3.5.2 To insure and keep insured in the joint names of the Landlord and the Tenant with an insurance office of repute the demised premises and the Landlord's fixtures and fittings therein to the full cost of reinstatement (including site clearance and demolition costs) against loss or damage caused by the insured risks and if requested to produce the policy and confirmation of insurance to the Landlord for inspection PROVIDED THAT if the Tenant shall default in insuring the demised premises it shall be lawful for the Landlord to effect such insurance and the cost thereof shall be a debt due

from the Tenant to the Landlord and recoverable by the Landlord as rent in arrear

- 3.5.3 Whenever the demised premises and/or any other erections and buildings which shall at any time during this demise be erected or set upon the demised premises shall be destroyed or damaged by any of the insured risks forthwith to apply for any planning or other permission necessary for the rebuilding or reinstating of the demised premises and/or the other said erections and buildings (as appropriate) and forthwith upon the receipt thereof to rebuild or reinstate the demised premises and/or the other said erections and buildings (as appropriate) in their former state

3.6 Landlord's inspection

- 3.6.1 To permit the Landlord or its Agents with or without workmen and others at any time during the said term upon reasonable prior notice (except in case of emergency) to enter into and upon the demised premises or any part thereof for the purpose of viewing and examining the state and condition of the demised premises
- 3.6.2 To repair and make good all defects or wants of repair renewal or painting which shall be found upon such view and for which the Tenant is liable hereunder within one month after a notice in writing to that effect shall be given to the Tenant or left for it on the demised premises

3.7 Maintenance of vacant land

- 3.7.1 Not to form any refuse dump or rubbish or scrap heap on the demised premises
- 3.7.2 Not to stack or store in the open air any goods or materials without the previous written consent of the Landlord
- 3.7.3 Generally to keep all vacant land forming part of the demised premises clean and in good order



### 3.8 Making of alterations

- 3.8.1 Not to make or permit or suffer to be made any alteration or addition to the demised premises which affect the external appearance thereof or to any buildings which may be erected thereon save in accordance with plans and specifications previously approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed)
- 3.8.2 Not to interfere with or by building or otherwise cause access to any sewers drains watercourses conduits subways wires cables apparatus and other works which now are or at any time hereafter may be in through under or over the demised premises or any adjoining or neighbouring premises to be or become more difficult than the same now is

### 3.9 Planning

- 3.9.1 Not without the previous consent in writing of the Landlord which shall not be unreasonably withheld to carry out on the demised premises development of any kind within the meaning of the planning laws nor to make any application for planning permission affecting the demised premises or any erections or buildings at any time thereon nor to implement any such permission
- 3.9.2 Not without the previous consent in writing of the Landlord to make any change of use of the demised premises for which planning permission is required
- 3.9.3 To supply the Landlord with a copy of any notice or order or proposal for a notice or order affecting the demised premises served on the Tenant by any competent authority immediately it is received by the Tenant and if the Landlord so requires to make or join in making such objections or representations against or in



respect of such notice or order as the Landlord may reasonably require

### 3.10 Drainage and effluents

3.10.1 Not to permit oil grease or other deleterious matter to enter the drains and sewers of the Landlord and to employ such plant for treating any deleterious effluent before permitting the same to enter such drains and sewers as may be required by the Landlord from time to time in accordance with good modern practice

3.10.2 Not to discharge quantities of soil and water into the drains and sewers of the Estate in amounts greater than the Landlord may from time to time reasonably specify

### 3.11 Entry by neighbours

To permit the Landlord or the occupiers of adjoining premises with their Surveyors Agents and workmen at all reasonable times upon prior notice except in the case of emergency to enter upon the demised premises or any part thereof for the purpose of repairing extending or altering any adjoining premises as occasion shall require or for the purpose of making repairing maintaining rebuilding cleansing or lighting and keeping in good order and condition all ways roads sewers drains pipes watercourses party walls party structures fences hedges or other conveniences which shall belong to or be used for the demised premises in common with other premises and for the purposes of laying down maintaining repairing and testing sewers drains gas or water pipes and electric wires or cables or for other similar purposes the Landlord or such persons as aforesaid making good any damage occasioned thereby to the demised premises and causing as little inconvenience as may be possible

### 3.12 Clean air provisions

3.12.1 To comply with the provisions of the Clean Air Act 1956 with regard to the use and installation of all furnaces ovens chimneys and

other plant and apparatus upon the demised premises in which a smoke producing fuel is to be consumed

3.12.2 On a written notice being served on the demised premises by the Landlord's Surveyor requiring the abatement of any undue emission of smoke or vapour within two hours of the service of such notice to abate the same accordingly

### 3.13 Advertising

Not without the previous consent in writing of the Landlord to use the demised premises for the purpose of advertising nor to display or permit to be displayed thereon any advertisement poster notice or nameplate and to remove and discontinue the use of any advertisement poster or notice to which the Landlord may take objection notwithstanding any previous consent thereto PROVIDED nevertheless that the Tenant shall be entitled to affix on the demised premises boards plates or signs indicative of the Tenant's name and business

### 3.14 User

Not to use the demised premises or permit or suffer the same to be used otherwise than for the purposes authorised by Class B1 of the Town and Country Planning (Use Classes) Order 1987 ("the Order") or as a warehouse within Class B8 of the Order but nothing herein shall be deemed to authorise the demised premises to be used for a noxious or offensive trade or use and diligently and regularly to carry on any authorised trade or use in a normal and proper manner so as to prevent such authorised trade or use causing in the opinion of the Landlord any nuisance annoyance or inconvenience to the Landlord or any of its tenants or the owners or occupiers of adjoining or adjacent premises or the neighbourhood

### 3.15 Parking of vehicles on the private road

Not to permit any motor or other vehicles of the Tenant to stand on the private road for longer than shall be considered desirable by the Landlord

3.16 Loading etc. of vehicles on the private road

To observe and to use their best endeavours to ensure that persons doing business with the Tenant and the servants and workmen of the Tenant shall observe any regulations and instructions made or given by the Landlord with regard to the loading parking or movement of vehicles waste disposal containers and other similar equipment on the private road

3.17 Auctions etc.

Not to permit any sale by auction public exhibition or political meeting to be held upon the demised premises nor to use the demised premises for any illegal or immoral purpose

3.18 Excavations

Not to make any excavation or sink any well upon the demised premises without the written consent of the Landlord first had and obtained

3.19 Appointment of receiver or administrative receiver

To notify the Landlord in writing immediately of any appointment of a receiver or administrative receiver of the Tenant's undertaking

3.20 Payment of Landlord's costs

To pay to the Landlord on demand all costs charges and expenses including Solicitor's costs and Surveyors' and other professional fees and bailiff's costs incurred by the Landlord for the purpose of or incidental to:

3.20.1 The preparation and service of a notice under Section 146 of the Law of Property Act 1925 requiring the Tenant to remedy a breach of any of the covenants herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court

3.20.2 Any application made by the Tenant for the consent of the Landlord whether the same be granted refused or proffered subject to any lawful qualifications or conditions or whether the application be withdrawn



3.20.3 The levying of a distress for the rents payable hereunder or any part thereof or as a result of the bailiff or the Landlord (after the bailiff has been instructed) being paid such rent whether or not any actual distress is levied

3.20.4 The preparing settling and completing of this Lease and a Counterpart thereof in accordance with the Solicitors Remuneration Order as amended together with any Value Added Tax thereon and the stamp duty on such Counterpart

3.21 Registration of dispositions etc.

Within one month after any assignment underlease assignment of underlease surrender mortgage charge transfer disposition or devolution of the demised premises or of any part thereof or of any estate or interest therein to give notice thereof in duplicate to the Landlord and to produce to it the original or a certified copy (together with a copy for retention) of any instrument (including any grant of probate or letters of administration) effecting the same and to pay to the Landlord a reasonable fee for the registration thereof

3.22 Indemnities

3.22.1 To indemnify the Landlord against all costs and expenses including professional fees properly incurred by the Landlord in connection with all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of every breach of the covenants by the Tenant set out herein or implied

PROVIDED that such indemnity shall extend to and cover all costs and expenses incurred by the Landlord in connection with any steps which the Landlord may at its absolute discretion (but without being in any way obliged so to do) take to remedy any such breach and be without prejudice to any rights or remedies of the Landlord in respect of any such breach



3.22.2 To indemnify the Landlord against all actions claims liabilities costs and expenses alleged or demanded by the owners or occupiers of any adjoining or neighbouring property or other parties arising through the use or occupation of the demised premises the existence of any article in or about the demised premises or the execution or omission of any works upon the demised premises except insofar as the same may be due solely to the Landlord's own act or default or the act or default of the Landlord's employees or agents

### 3.23 New easements

Not to permit any new window light opening doorway path passage drain or other encroachment right or easement to be made or acquired in to against or upon the demised premises and in case any such window light opening doorway path passage drain or other encroachment shall be made or attempted to be made or any such right or easement attempted to be acquired to give immediately notice thereof to the Landlord and to permit the Landlord and its Surveyors servants and agents to enter the demised premises at reasonable times to ascertain the nature of such encroachment or easement and at the request and cost of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement

### 3.24 Access of light

Not to give to any third party any acknowledgment that the Tenant enjoys the access of light to any of the windows or openings in the demised premises by the consent of such third party nor to pay to such third party any sum of money nor to enter into any agreement with such third party for the purpose of inducing or binding such third party to abstain from obstructing the access of light to any of such windows or openings and in the event of any of the owners of adjacent or neighbouring land or buildings doing or threatening to do anything which obstructs the access of

light to any of the windows or openings in the demised premises to notify the same forthwith to the Landlord and to permit the Landlord if necessary to bring all such actions as it may think fit in the name of the Tenant against any of the owners of the adjacent or neighbouring land or buildings in respect of the obstruction of the access of light to any of the windows or openings in the demised premises PROVIDED ALWAYS that the Landlord shall indemnify the Tenant against all actions losses or damages which the Tenant may suffer by reason of any act or actions which the Landlord may do or bring under this sub clause

4. Landlord's covenants

THE Landlord hereby covenants with the Tenant as follows:-

4.1 Quiet enjoyment

That the Tenant paying the several rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the said term without interruption or disturbance by the Landlord or by any persons lawfully claiming through or under it

4.2 Maintenance of the private road

Unless and until the private road shall be adopted and maintainable at the public expense to keep the same in a serviceable condition

5. Provisos and declarations

PROVIDED ALWAYS and it is hereby agreed and declared as follows:-

5.1 Power of re-entry

If the rents hereby reserved or any part thereof shall be in arrears for twenty one days next after any of the days fixed for payment thereof whether or not the same shall have been legally demanded or if there shall be any breach of any of the covenants by the Tenant herein contained then and in any such case the Landlord or any persons duly authorised by it may



at any time thereafter into and upon the demised premises or any part thereof in the name of the whole re-enter and the same have repossess and enjoy as in their former state

5.2 Obstruction of light or air

That it shall be lawful for the Landlord at any time during the said term to erect rebuild or alter any buildings or erections facing adjoining or near to the demised premises in any manner and to any extent it may think fit notwithstanding that any buildings or erections so erected rebuilt or altered may obstruct or interfere with any right of light or air for the time being appertaining to or enjoyed with the demised premises or any part thereof or any buildings for the time being thereon

5.3 No warranty as to planning consent

Nothing herein shall be deemed to constitute any warranty by the Landlord that the demised premises or any part thereof are authorised for use for any specific purpose under the planning laws

5.4 Limit on waiver by acceptance of rent

No demand for or receipt or acceptance of any part of the rents hereby reserved or any payment on account thereof shall operate as a waiver by the Landlord of any right which the Landlord may have to forfeit this Lease by reason of any breach of covenant by the Tenant and the Tenant shall not in any proceedings for forfeiture be entitled to rely on any such demand receipt or acceptance as aforesaid as a defence PROVIDED that this proviso shall have effect in relation only to a demand receipt or acceptance made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach commenced upon the Landlord becoming aware of such breach

5.5 Landlord's liability excluded

The Landlord shall not be responsible to the Tenant (save as to the extent hereinbefore expressly provided) or its tenants licensees or their respective employees or visitors for any injury death damage destruction or financial or consequential loss whether to person property or goods sustained on or by reason of the condition of the demised premises

5.6 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of any notice required to be served under this Lease

5.7 Tenant's goods left in demised premises

If at any time after the said term has been determined whether by effluxion of time or otherwise and the Tenant has vacated the demised premises any property of the Tenant remains in or on the demised premises and the Tenant shall fail to remove the same within fourteen days after being requested so to do by a written notice from the Landlord in that behalf then and in any such case the Landlord may as the agent of the Tenant (and the Landlord is hereby appointed by the Tenant to act in that behalf) remove and dispose of (by sale if reasonably practicable) such property and shall hold the proceeds of sale (if any) after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant PROVIDED THAT the Tenant shall indemnify the Landlord against any liability incurred by the Landlord to any third party whose property shall have been removed and disposed of (whether by sale or otherwise) by the Landlord in the bona fide belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause

5.8 Disputes between tenants

In case any dispute shall arise between the Tenant and other tenants or occupiers or users of the Estate or any other neighbouring premises in



connection with any easement right or privilege affecting the demised premises the Landlord may (if it shall think fit) determine every such dispute in such manner as the Landlord shall think reasonable and the Tenant shall submit to and abide by every such determination

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

THE COMMON SEAL of THE ENGLISH )  
INDUSTRIAL ESTATES CORPORATION )  
was hereunto affixed in the )  
presence of:- )

Member

*AR Per*

Secretary

*Q. Khan*

