

ERICO ENTERTAINMENT LIMITED

Appellant

-v-

LONDON BOROUGH OF SOUTHWARK

Respondent

SKELETON ARGUMENT ON BEHALF OF THE APPLICANT

1. The LSC will hear three applications on 8th August 2024:
 - i) Application for transfer of the premises licence
 - ii) Application for variation of the DPS
 - iii) Application to lift the interim step suspension
2. The applicant apologises for the late service of documentation and hopes that the LSC and responsible authorities have had sufficient time to scrutinise it. Eric Doe has encountered severe financial difficulties since his licence was revoked and the premises closed. Without an income stream from the Club he was unable (until recently) to place the landlord's solicitors, as well as his own, in funds.

Background

3. On the 8th February 2024 the Licensing Sub-Committee (“LSC”) of the respondent council heard and determined an application for review in respect of the premises licence for premises known as Club 701 situated at 516 Old Kent Road, SE1 5BA.
4. That review was triggered by an application for summary review brought by the Metropolitan Police Service (“MPS”) following a serious incident at the premises (an allegation of rape) on 2nd January 2024. The procedure is that once the application for summary review is lodged (17th January 2024) then an “Interim Steps” hearing takes place within 48 hours. In this instance it took place on 19th January 2024. At the interim steps hearing the LSC must decide what steps it considers necessary to impose pending the full review hearing which has to take place within the following 28 days. The LSC determined to suspend the licence pending the full application for review.
5. The full review hearing took place on 8th February 2024. The determination of the LSC was to revoke the licence. The LSC had to additionally make a determination in respect of the interim steps suspension imposed on 19th January 2024. The LSC determined not to lift the suspension.
6. The appellant appealed both decisions. On 18th April 2024 the Magistrates’ Court listed the appeal against the refusal to lift the suspension (s.53D(2)(c) and s.53D(3) and paragraph 8B of Schedule 5 of the Licensing Act 2003). The basis upon which that appeal was pleaded was that the premises were in the process of being sold to a third party in an arm’s length transaction. It is accepted that there were concerns held by the Local Authority over the documentation that

was produced and that at that time there were outstanding matters that required addressing.

7. At the suggestion of counsel for LBS, that appeal was withdrawn, and a new application was to be made back before the LSC when all of the documentation was in order. It is in this way that the application comes back before the LSC for hearing on 8th August 2024.
8. The substantive appeal will be heard on 24th September 2024, many months from now. If the application to lift the interim step suspension is successful, then it is hoped that the substantive appeal will be settled by way of a consent order.
9. The consequence of the decision on 8th February 2024 not to lift the interim step suspension is that the premises are unable to trade pending the determination of the substantive appeal (as would have been the case if the MPS had brought a standard review instead of a summary review).

The Police Case on Summary review

10. The police case is as set out in the application for summary review. The detail on the allegation of rape is scant because at the time it was lodged the MPS was still gathering evidence. By the time the full review came before the LSC on 8th February 2024 more detail was given.
11. The case for the MPS and the case for the operator are very fairly set out in the notice of decision dated 20th February 2024.
12. **For the police it was said that:**
 - the application concerned an allegation of a very serious incident of assault that took place at the premises on 2 January 2024 between 02:15 and 02:45 at a time the premises was not authorised to be open.

- The premises licence did not permit the premises to be open on Tuesdays nor was there a Temporary Event Notice (TEN) in place for the premises to operate.
- The Police stated the incident would not have occurred had the premises been closed. Regarding the incident, it remained an on-going criminal investigation and charges had yet to be laid.
- The police stated that Club 701 was a serially non-compliant premises, and that stating that the early morning of 2 January formed part of its trading day of 1 January, was not credible. They referred to condition 396: “That on Sundays prior to Bank Holiday Mondays, Christmas Eve and New Year’s Eve the permitted opening hours of the premises are between 22:00 to 05:00 and licensable activities must cease at 04:00 on these days”.
- The premises had a poor compliance history and had been given many chances over the years to comply. The premises was not capable of being run as a compliant venue which flew in the face of the prevention of crime and disorder licensing objective.
- A similar serious incident had occurred after licensed hours in 2019 which had left a man in an induced coma. This resulted in the Police submitting a summary review of the premises licence. On that occasion, the licensing sub-committee suspended the premises licence for three months, Mr Doe was prohibited from playing any part in the day-to-day management of the premises and the licence conditions were modified. The sub-committee had been lenient in 2019; the license holder had told

members that the 2019 incident had been a one-off and did not justify the revocation of the licence. The 2019 incident was clearly not a one-off.

- The incident in the early hours of 2 January 2024 had taken place in a similar fashion and the sub-committee could not treat the breach as minor.
- The police informed the sub-committee that as a result of their investigation into the incident on 2 January 2024, additional breaches of licence conditions had transpired, demonstrating wider non-compliance viz:
 - i. CCTV footage could not be found following a flood on 17 December at the Kent Restaurant and Lounge. Police were only able to access part of CCTV as there was a missing camera and what was provided was grainy, poor quality, and incorrectly timestamped.
 - ii. Males had been seen (on the CCTV) wearing hats and hoods which is a breach of condition 373 “That customers shall not be permitted to wear hats or hoods whilst inside the venue”.
 - iii. The alleged perpetrator of the assault on 2 January 2024 had also not been registered on the ID scanner in breach of condition 342 which had been accepted by the venue.
 - iv. Due to financial constraints, the venue had not completed training yet and had refresher training completed at speed in the previous seven days. This included “staff complete licensing SAVI training last year”. SAVI is an accreditation; it does not supply training.

Enquiries made by the police, found that the venue had been historically accredited, but this had lapsed in August 2022. The premises stated that there was approximately 10 staff and that they had focussed on essential training.

13. The case for the premises licence holder

- It was too simplistic for the police to state that the incident would not have occurred if the premises had been closed. The incident may have occurred if a TEN was in operation or on a night when the venue was operating under the premises licence.
- Regarding the incident, the alleged suspect knew the victim in his private capacity and at the time was an off-duty doorman. The alleged assault had taken place in a separate location; accessible only to the off-duty doorman through his knowledge of the premises. The incident could not have been foreseen.
- When the venue was under operation as MyTribe, the venue had a proven history of violence; this was not the case now. The Police no longer regarded Club 701 as a venue blighted with crime and disorder. The trigger incident in 2019 (that was subject to the previous expedited review) was an assault and the then DPS was not effective and did not support the premises licence conditions. Furthermore, since 2019 it was a condition that Mr Doe, who was present on the day of the assault in 2019, must not take part in direct day to day management of the club, which he had not. In light of this,

- the sub-committee was invited to disregard the 2019 incident and matters raised up to 2019 (some four years ago) had been dealt with by the licensing sub-committee at that time. The consequences of what happened in 2019 had already been dealt with.
- there had been 13 TENs in 2023, none of which had been objected to; so there was no reason to assume a TEN for the 2 January would be an issue. If a TEN had been submitted in the normal way, there was no reason it would have been objected to. The incident may have occurred regardless. The lack of TEN was an honest mistake. The DPS assumed that a TEN was not needed. The trading day had started on 1st January 2024 which was a national holiday and he believed that no TEN was required.
- There was a representation from the licensing authority which had suggested that there had been “numerous complaints from residents”. This was a misleading statement. There had been complaints from residents, but this was prior to the 2019 change in management. Since that time, there had been virtually no such complaints.
- A number of other incidents had been referred to by the police. The point was made that seven out of the nine incidents referred to in the briefest of terms had resulted in no further action being taken.

The current position/sale of the premises

14. The above is provided to the court for the interests of transparency. The detail is academic for the purposes of this hearing because recent events have altered the position in so far as the club is concerned.

- 15.** Councillor Eddie Hanson has now purchased the business together with the lease of the premises which has 5 years to run. He is a man with an impeccable credentials. As a ward councillor for Camden Council, he chairs the LSC for that borough. He also has extensive licensing experience. The court is referred to his statement.
- 16.** It can be seen, given his background, that he is ideally placed to take over these premises and to turn them around. He will be a new broom, with no ties to the past. He will be hiring a new SIA accredited door staff team, together with fresh staff. None of these will have any connection to the old premises. He will be hiring 25 staff in total.
- 17.** The purchase of the premises is a genuine “arm’s length transaction”. He has no connection whatsoever with the previous regime. Evidence of the completed sale has been submitted with this skeleton.
- 18.** An application for a transfer of the licence and variation of DPS has been submitted in Cllr Hanson’s name. The MPS have objected to the transfer, not because they are unhappy with the applicant, but because they wish to see evidence of a genuine sale. By the time of this hearing it is hoped that the MPS will have had an opportunity to satisfy themselves as to the veracity of the sale.
- 19.** The substantive appeal against the revocation (unless settled by consent) will be run upon the basis that Eric Doe no longer owns or operates the premises.
- 20. Reasons why the suspension should be lifted:**
- i. The appeal will not be heard until 24th September 2024.

- ii. It is imperative for Cllr Hanson's purposes that he is in a position to trade as soon as possible. There are some refurbishment works that need to be undertaken, but these can all safely be completed within one month.
- iii. There are costs for which Cllr Hanson will be responsible (Business Rates, rent, utilities, equipment hire, staff costs, legal fees and suchlike). If he is unable to trade in the interim, then it places him in an impossible situation.
- iv. The police have no objection to the premises being licensed as a nightclub in this locality. The MPS objection is to these premises being run by Eric Doe, in whom they have lost all faith and confidence.
- v. The trigger incident for the summary review was an allegation of rape. This was a stand-alone incident with its own unique circumstances. It was clearly an incident of serious crime, but not an incident of violent disorder. The appellant mentions this because it is often the case in an interim steps case that the premises presents as one with a long history of incidents of violent disorder such that it would not be appropriate to permit them to open pending appeal because of the serious risk of incidents of violence and disorder reoccurring. This is not the case in this instance.
- vi. The sale of the premises, as detailed above, removes Eric Doe from the premises entirely. In consequence, the argument that the premises licence (if the LSC lifts the interim step suspension) will be operated by a man with a proven record of non-compliance falls away.

- vii. In place of Eric Doe will be Cllr Hanson; a man with impeccable credentials who not only has extensive experience of running licensed premises, but who also is responsible for regulating them in his position as chair of the LSC at Camden Council.

Conclusion

21. In all of the circumstances the LSC is invited to grant the transfer and variation of DPS applications and to lift the interim steps suspension, thereby allowing the premises to open and trade in the interim period pending the determination/settlement of the substantive appeal against revocation. It would be entirely appropriate and proportionate, submits the appellant, for this court to grant these applications.

James Rankin

Francis Taylor Building

Inner Temple

London EC4Y 7BY

1th August 2024

In the Croydon Magistrates Court Case No: 2400478971/2400478750

In the Matter of an Appeal Under the Licensing Act 2003

And in the Matter of Club 701, 516 Old Kent Road, SE1 5BA

ERICO ENTERTAINMENT LIMITED

Appellant

-v-

LONDON BOROUGH OF SOUTHWARK

Respondent

WITNESS STATEMENT OF EDDIE HANSON

1. My name Eddie Hanson, and I am the purchaser of Club 701 (the "Premises"). Taking on the Premises represents a significant commitment, as there are still 5 years to run on the lease, and the Premises itself requires some refurbishment (a project that will take around 1 month). The cost of the purchase is £305,000.
2. The sale is an arm's length transaction and was agreed on 16 April 2024, with the paperwork being recently finalised. I attach to this statement evidence of the sale that has recently been concluded. I have no connection with Eric Doe (the previous owner) save in that I am the purchaser of his business.
3. I am a local Councillor in Camden, representing the Kilburn ward. I have been the elected chair of licensing panel D in Camden for 2 years and was recently re-elected for another year.
4. I live with my partner of over 17 years in Hampstead. We have two daughters and a son.

5. I come from humble beginnings. I was captured as a child during the war in my home country. I was nearly killed on several occasions by armed militias. I moved to London as a teenager. I was homeless at one point and slept rough. I grew up on a council estate and got my first ever job in London. I have worked very hard to rise through the community. I was often seen as the outsider because of my background.
6. I refer the court to my CV. It can be seen that I have been involved in the running of lounge bars and nightclubs for ten years. Whilst at Runway, where I was the general Manager in charge of 22 staff, the club was nominated for the “Best Club” award in the annual London Club and Bar Awards.
7. For four years (2016-2020) I was at The Jewry Bar in Aldgate ending my time there as duty manager.
8. In 2013 I enrolled in an MBA course in Leadership. During this time I also supported and raised my young family whilst my wife went back to work. I took care of our little daughter and then our son. During this time I:
 - Created a Social Enterprise Game Changers – supporting and mentoring young people,
 - Was voted in as Chair of one of the biggest local Community Centre,
 - Became a School Governor,
 - Was voted in as Chair of the biggest resident’s representative forum,
 - Became a member of the local Police Safer Neighbourhood Panel,

It is a matter of some pride that my team was voted the best on my MBA course.

9. I have inspired many young people through my story, and through the power of social media. I have run empowerment workshops, and conducted community engagement training, as well as coaching in public speaking. I am focused, very hardworking, stable, trustworthy, and a respected leader in the community.

10. I am a founder and director of an organisation that mentors and coaches young people to achieve a better life and to help people from underrepresented groups and disadvantaged backgrounds reach their full potential and become leaders. I am a positive role model for many and I have helped to change a lot of lives. I like to think that I have given hope to many who thought that they were hopeless.
11. What matters to me most is how I can use this amazing opportunity to make positive changes for the people of Southwark. I have always believed in outcomes and changing things. I am action orientated. I have delivered on this consistently. This is my business and my aspiration is to make it a success. I see a blank canvass here; an opportunity to a leave a legacy for the nighttime economy. I am passionate about making this exciting new venture a success.
12. I am all too well aware of the previous failings of the previous operation. As chair of the Camden Licensing Committee, I am well versed in how premises should and should not be properly conducted and operated. I will be a “new broom”, unconnected to any of the previous regime’s failures.
13. I am privileged to have had the opportunity to work with a wide range of people and groups, faith groups, resident groups, neighbourhood forums and local charitable organisations. I feel that this experience considerably aids me in my capacity as owner and operator of this business.
14. I respect and value the importance of working in partnership with the responsible authorities. Clearly, this was not the case under the old regime.
15. London is a community with roots from every corner of the globe, Southwark has the largest African population in the country. West African communities are particularly deep-rooted in the area, and I am, of course, a descendant of this community.
16. There are a lot of young black boys and men who have been stabbed and/or murdered on our streets. Many fall victim to the criminal justice system, because they do not have positive role models that look like them, holding respectable positions. Many lose faith in authority because of this.

17. I see this as an opportunity to make a difference through Southwark's nighttime economy. With my proven track record of working on behalf of the community, I can be (through operating this business) a real force for change. I want to be the business owner who inspires others and who gives hope to people, that regardless of your background, success is something that can be achieved. I want to inspire those who feel they have been left behind and bring what has never been represented before in the nighttime economy in Southwark.
18. In view of the previous failings of the old operator, I plan a complete overhaul of the staff at the premises, beginning with the door security company. Additionally, recruitment of staff will be entirely fresh. No one from the previous operation will be employed. I will be the Designated Premises Supervisor in overall control of the premises. I will be employing 25 staff (including part timers). They must have and the right values and attitude. They must be respectful of the responsible authorities, in particular the police and enforcement officers. It goes without saying that they must be respectful of the business. I will be investing considerable sums. It is my business and my reputation which is on the line.
19. There is some refurbishment which is required. There is nothing major that would require the premises to be closed for any substantial period. These would include:
- recovering Soft Furnishings,
 - ensuring all entry and exit points up to standard,
20. Ideally, we would be ready to reopen within a month. I understand that issues were raised at the Review hearing, about the CCTV system not working up to the required standard. I have reviewed the system as it is now operating and I am satisfied that it complies with the requirements of the Licence and produces evidence grade footage throughout the Premises. I am happy to accept a condition that requires the system to be signed-off by the Police.
21. In addition to the above, I am happy to accept the following additional conditions, that to me, are clear best practice:

- a. Save for when the Kent Lounge is operational the door from the courtyard to the Kent Lounge shall be kept locked,
 - b. There shall be hourly checks on all members of staff to ensure that they are at their posts and performing their duties,
 - c. All members of front of house staff shall attend the LBS VAWG training,
22. Prior to the premises re-opening, I myself will undertake refresher training in the Responsible Retail of Alcohol, VAWG protection, and Welfare And Vulnerability Engagement.
23. The music that I will be playing will be Afrobeats, Amapiano, House, Pop, Dance, RnB, HipHop, Bashment, Old School classics.
24. My customer base will be respectful of each other, and their environment. They will be law abiding and peaceful and aged 20 plus for the women and 25 plus for the men. The dress code will be smart casual.
25. Once I have taken over the business, there will be rent and business rates to pay together with a host of other costs. Fixed costs cannot be covered whilst the Premises Licence has been suspended pending appeal. The fixed costs are these:
- Rent of premises,
 - Staffing,
 - Council tax and Business rate,
 - Insurance,
 - Utilities such as Water, Phone, internet, gas and Electricity,
 - Lease of Equipment,
 - Transaction fees including legal fees,

There may be additional fixed costs which I may, as yet, not be aware of.

26. The substantive appeal will not be listed for many months. It is my sincere hope that The London Borough of Southwark can be persuaded to settle this appeal. The position was not that there should be no licence at all for the premises; rather, it was that they did not want Eric Doe to be running the premises. It is vital that the premises be able to operate pending appeal otherwise this whole new venture fails.
27. I feel I will add value to the Southwark nighttime economy as an operator. I have a solid track record of working positively with local businesses; in supporting the local community; and working in collaboration with the police, local authority and other community stakeholders.
28. The only way forward is to be hands on, and to continue the flagship work that I am known for in Southwark.
29. This will be a model operation, demonstrating how a premises can be turned around. I relish the challenge of doing this.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....

EDDIE HANSON

Dated the 5 day of June 2024

Eddie Hanson Bio - 07528151988

2010 – 2012 – Runway Club – Management – New Oxford Street

- VIP table Manager then promoted to Club Manager
- Managed 22+ staff
- Staff recruitment and training
- Contracts negotiation
- Dealing with celebrity clients
- Dealing with promoters
- Nightly procedures and rules
- Staff Briefings
- Where I was instrumental in assisting in getting the venue Nominated for best Club award in the London Club and Bar awards

2013 – 2016 – Enrolled in an MBA course in Leadership, Focused on supporting and raising my young family while my wife went back to work by taking caring of our little daughter then our son, Created a Social Enterprise Game Changers – supporting and mentoring young people

- Got voted in as Chair of one of the biggest local Community Centre
- Became a School Governor
- Got voted in as Chair of the biggest resident's representative forum
- Member of the local Police Safer Neighbourhood Panel

2016 – 2020 37 Jewry/ The Jewry bar/ Tunnel – 37 Jewry Street

- In capacity as director briefly then manager/consultant
- Door picker
- Duty Manager, supporting the GM

2021 – Present - Camden

Got elected as a local Councillor in Camden

Got elected as Chair of Licensing Panel

Got appointed as a Cabinet advisor.

A Community Respected, Trusted voice and with Integrity:

[Eddie Hanson will be a strong and trusted voice | Camden New Journal](#)

[When we first heard Eddie Hanson was standing we were over the moon | Camden New Journal](#)

[John Gulliver: The spirit of Father Terry lives on in Kilburn | Camden New Journal](#)

[Karis, Kaleb and Eleah-Grace Hanson is fundraising for Crisis \(justgiving.com\)](#)

Eddie Hanson

Having a respectable and admirable track record working across with both the Met police and the City of London police for over the last 22 years.

1- My first job as a teenager was working in a lady's shoe shop- Nine West on Hampstead High Street, I had the opportunity to collaborate with the local police team and other local businesses to fight crime on the high streets, which was also featured in the local newspaper.



2 – I am well known for organising popular local community events where I invite and work with the local police team



3 – I am trusted and respected



4 – I have a proven track record of working well to build trust



5 – Here with former Police Commissioner – Sir Bernard Hogan-Howe



6 - Here with former Borough Commander



7 – Here for a local closed policing meeting, I appreciate the importance of having a solid relationship with the police.



8 – Here with some of the City of London team who were fond of me.



In the Croydon Magistrates Court Case No: 2400478971/2400478750

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And in the Matter of Club 701, 516 Old Kent Road, SE1 5BA

ERICO ENTERTAINMENT LIMITED

Appellant

-v-

LONDON BOROUGH OF SOUTHWARK

Respondent

WITNESS STATEMENT OF ERIC DOE

1. My name is Eric Doe and (as of today, 9 April 2024) I am the owner of Club 701 (the “Premises”) which is situated on the ground and basement floors of 516 Old Kent Road, London SE1 5BA. I am also the owner of an events venue known as the Kent Restaurant and Lounge, situated on the 1st floor of the same building. Please note that Kent Restaurant and Lounge operates under a separate Premises Licence from that relating to Club 701, with a different Designated Premises Supervisor (“DPS”). I have held the licence for Club 701 through my operating company Erico Entertainments Ltd since taking on a lease of the premises in February 2016. I took on Kent Restaurant and Lounge in June 2023.

2. On 19 January 2024, the London Borough of Southwark (“Southwark”) heard an application for the Review of the Premises Licence for the Premises, and at that hearing, their decision was to revoke the Premises Licence, and to suspend the Premises Licence as an “Interim Step” pending my appeal.
3. The Premises Licence has been suspended since 2 January 2024 and as I say above, it will remain suspended until my appeal. Rent arrears and business rates are adding up, as the Premises has no way of generating turnover without the use of its Premises Licence.
4. As the Director of the Premises Licence Holder, I have had to identify a way for the business to in some way, move forward, and selling it appears to be the only way. Following initial discussions with various potential purchasers, I have now reached a commercial agreement (please see draft Contract attached as Exhibit ED001) with Mr Eddie Hanson. Mr Hanson has produced his own statements setting out his background, and plans for the Premises. I am pleased that I was able to find a purchaser with Mr Hanson’s impressive background in both Licensing, and public service.
5. In order to allow Mr Hanson to take over the Premises and make a success of it, I ask that the Court give him that opportunity and lift the suspension of the Premises Licence in the interim appeal period. That will give Mr Hanson a chance to realign the business and generate turnover. Without that, there is no business.
6. **STATEMENT OF TRUTH**

7. I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....

ERIC DOE

Dated the 19 day of June 2024

Date

2024

**AGREEMENT FOR SALE OF SMALL UNINCORPORATED BUSINESS
WITH ASSIGNMENT**

LEASEHOLD

relating to

Night Club, Ground Floor and Basement, 516 Old Kent Road, SE1 5BA

between

(1) ERICO ENTERTAINMENT LIMITED (SELLER)

and

(2) HANSON ENT LIMITED (BUYER)

**Prepared by
Ikie Solicitors LLP
1 Paddock Lodge
Maidstone Road, Sidcup
Kent
DA14 5BE**

Agreement

Dated: 2024

Parties:

- (1) Erico Entertainment Limited of Flat 108 Dakota Building, Deals Gateway London SE13 7QE (Seller)
- (2) Hanson ENT Ltd of Ground Floor and Basement, 516 Old Kent Road London SE1 5BA (Buyer)
- (3) (3) Bipinchandra Patel & Kishore Patel (Landlords)

BACKGROUND

- (a) The Seller is the leaseholder of the Property.
- (b) The Landlord is entitled to the immediate reversion to the Existing Lease.
- (c) The Landlord and the Seller have agreed to assign the lease to the buyer.
- (d) The Seller agrees to sell, and the Buyer agrees to buy the Business including, but without limited to Assets, Goodwill and Fixed Assets for the said Purchase Price

1. Interpretation

In this agreement:

1.1 The following words and expressions have the following meanings, unless they are inconsistent with the context:

'Assets'	the leasehold property, assets, and rights of the Business to be purchased by the Buyer as described in clause 2.1.
'Business'	the business of NIGHT CLUB carried on by the Seller at the Completion Date
'Completion Date'	2024
'Contracts'	the benefit of contracts and engagements of the Seller in relation to the Business, but excluding contracts with employees

'Creditors' the aggregate amount owed by the Seller in connection with the Business to or in respect of trade creditors and accrued charges as recorded in the books of account of the Business at the Completion Date but not including liabilities for VAT or taxation on profits or chargeable gains

'Goodwill' the goodwill of the Seller in relation to the Business, together with the exclusive right for the Buyer or its assignee to represent itself as carrying on the Business in succession to the Seller, and all trade names associated with the Business

'Liabilities' the liabilities of the Business (other than the Creditors) outstanding at the Completion Date

'Planning Acts' as defined in the Town and Country Planning Act 1990, s.336

'Property' the leasehold of Ground Floor and Basement, 516 Old Kent Road
London SE1 5BA own currently by the seller

'Purchase Price' £305,000.00 (Three Hundred and five Thousand Pounds

'Stock' the stock, includes drinks and fixture and fittings

1.2 All references to a statutory provision shall be construed as including references to:

- (a) any statutory modification, consolidation, or re-enactment.
- (b) all statutory instruments or orders made pursuant to it.
- (c) any statutory provisions of which it is a modification, consolidation, or re-enactment.

1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all

genders; words denoting persons include firms and corporations and vice versa.

1.4 Unless otherwise stated, a reference to a clause, sub clause is a reference to a clause or a sub clause of this agreement.

1.5 Clause headings are for ease of reference only and do not affect the construction of this agreement.

2. Agreement for sale

2.1 The Seller shall assign the Existing Lease to the buyer on the terms of this contract in accordance with the Buyers' request and agreement.

2.2 Subject to the terms and conditions of this agreement, the buyer shall obtain an assigned Lease as agreed between seller and the Landlord.

2.3 The Seller shall sell to the Buyer and the Buyer shall purchase the following at the Completion Date:

- (a) the Business as a going concern; and
- (b) all the assets and rights owned by or under the control of the Seller and used in the conduct of the Business including, but without limitation of:
 - (i) the Goodwill.
 - (iii) the Fixtures and Fittings .
 - (iv) the Stock.
 - (v) the Contracts

2.4 The seller shall assist the buyer to secure the alcohol licence for the business

2.5 The seller has received £5,000.00 deposit from the buyer, the balance of £300,000.00 shall be paid by the buyer to the seller within thirty (30) months of the alcohol licence being secured, and otherwise this agreement/contract becomes invalid.

3. Purchase Price

3.1 The Purchase Price for the sale of the Business, Goodwill, Fixtures and Fittings and the Assets shall be a sum of £305,000.00. The seller has received £5,000.00 from the buyer; the balance of £300,000.00 to be paid within thirty (30) months of the alcohol licence being secured otherwise the agreement/contracts becomes invalid.

3.2 Purchase Price shall be apportioned as follows:

(a) For the assignment of lease solicitors fees by assignee	£	payment of landlord's
(b) For the Goodwill	£255,000.00	
(c) For the Fixtures and Fittings	£40,000.00	
(d) For the Stock	£10,000.00	

3.3 The Contracts shall be transferred to the Buyer by way of assignment with the consent to the assignment from the landlord and the buyer concerned such assignment to take place on the Completion Date

3.4 The Seller and the Buyer shall co-operate to procure that the Contracts are assigned as aforesaid

4. Completion

4.1 The sale and purchase shall be completed on the Completion Date at the office of the Seller's solicitors, or such other venue as shall be specified by them when the balance of purchase money shall be paid by telegraphic transfer to the Seller's solicitors' client account or by instalments as agreed by the parties.

4.2 The Seller shall cause to be delivered or (if so, requested by the Buyer) made available to the Buyer:

- (a) Assignment of Goodwill
- (b) A signed receipt for Fixtures and Fittings

- (c) A signed and completed consent of premises licence holder to transfer form
- (d) A copy of HMO
- (e) such documents as are required by the Buyer's solicitors to complete the sale and purchase of the Assets and vest title to the Assets in the Buyer, including (but without limitation) an assignment of the Goodwill
- (f) all payroll records and information relating to customers and supplier's relevant computer programs and other books and documents which relate to the Business
- (g) all records of National Insurance and PAYE relating to all the Employees duly completed and up to date save in situations where no employee has crossed over.

Representations

- 5.1 All the terms of this agreement between the parties hereto are deemed to be contained in this agreement and no statement representation or description whether made by the Seller or by his Agent on his behalf in writing or orally or contained in any literature advertising or other matter issued by or on behalf of the Seller shall form part of this agreement or have any effect thereon or be deemed to be a representation or condition inducing the same save the Seller's solicitors' written replies to enquiries.

6. Creditors and liabilities

- 6.1 The Seller shall promptly discharge the Creditors and Liabilities and notwithstanding completion of the purchase of the Business shall be responsible for all debts payable by and claims outstanding against it at the Completion Date whether made known to the Seller or apparent at that stage or not including all wages, sums payable under taxation statutes, rent and other expenses.

6.2 Nothing in this agreement shall make the Buyer liable in respect of anything done or omitted to be done prior to the Completion Date by the Seller and the Seller shall indemnify the Buyer in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done.

7. Future activities

7.1 For the purpose of assuring to the Buyer the full benefit of the Business the Seller shall not:

- (a) at any time disclose to any person or use for any purpose and shall use all reasonable endeavours to prevent the publication or disclosure of any information concerning the Business
- (b) for a period of *two years* after the Completion Date either on his own account or through any other person directly or indirectly solicit, interfere with or endeavour to entice away from the Buyer any person who is now or has, during the two years preceding the Completion Date, been a client, customer, or employee of, or in the habit of dealing with, the Seller in relation to the Business
- (c) for a period of *two years* after the Completion Date, either on its own account or through any other person directly or indirectly operate or take part in the management of a business which competes with the Business within a radius of *one mile* of the Property.

7.2 The Seller shall promptly refer to the Buyer all enquiries relating to the Business and assign to the Buyer all orders relating to the Business, including enquiries or orders for any stocks, subscriptions, accessories, and services provided by or products in connection with the Business, which the Seller may in future receive.

8. Information

The Seller shall preserve all information, records and other documents relating to the Excluded Assets for a period of not less than three years and upon reasonable notice by the Buyer make such information, records, and documents available for inspection by the Buyer or its authorised agents at reasonable times during normal business hours.

9. Litigation and Disputes

So far as the Seller is aware there is a pending appeal in respect of the licensing interim steps and the transfer of the license. Stock, Goodwill or any of the Assets and neither the Seller nor as far as the Seller is aware any person for whose acts or omissions the Seller may be liable is involved in any litigation, arbitration, prosecution or other legal proceedings in relation to the said assets or threatened therewith nor are there any circumstances known to the Seller likely to give rise thereto.

10. Communications

10.1 All communications between the parties with respect to this agreement shall be delivered by hand or sent by first class post to the address of the addressee as set out in this agreement, or to such other address (being in England and Wales) as the addressee may from time to time have notified for the purpose of this clause or sent by facsimile transmission (with confirmation by letter posted first class within 24 hours).

10.2 Communications shall be deemed to have been received:

- (a) if sent by first class post: three business days after posting exclusive of the day of posting
- (b) if delivered by hand: on the day of delivery
- (c) if sent by facsimile transmission: at the time of transmission.

10.3 In proving service:

- (a) by delivery by hand: it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee
- (b) by post: it shall be necessary only to prove that the communication, or letter of confirmation, was contained in an envelope which was pre-paid duly addressed and posted in accordance with this clause
- (c) by facsimile transmission: it shall be necessary only to produce the transmission slip (d) service by e-mail shall not count as good service.

11. Entire agreement

11.1 This agreement constitutes the entire agreement and understanding between the parties with respect to all matters which are referred to.


11.2 This agreement binds each party's successors and assigns.

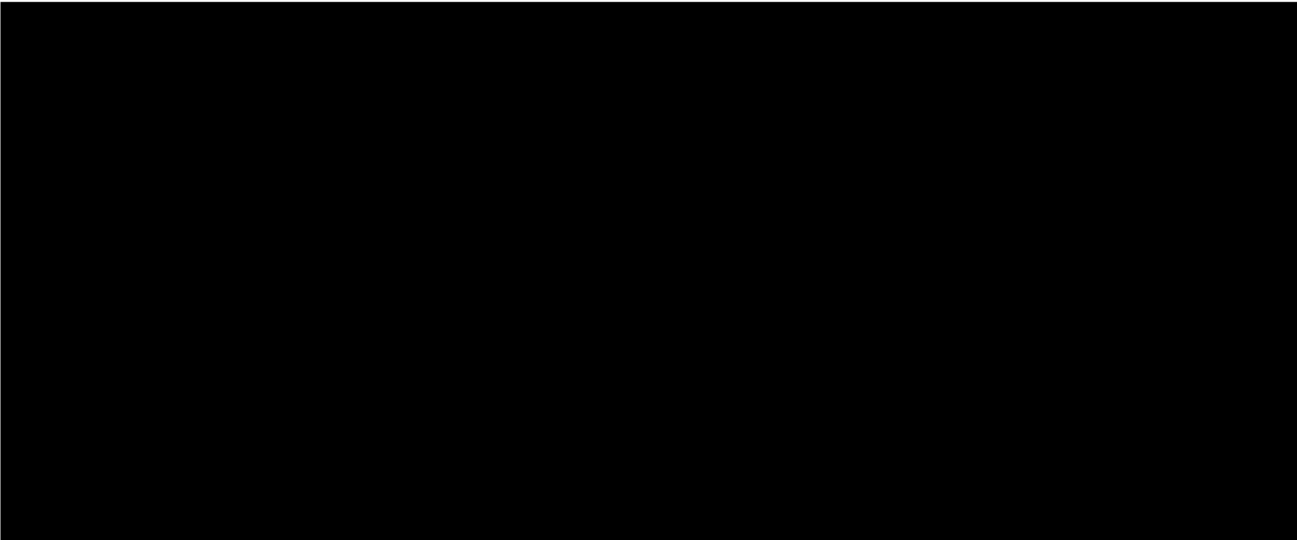
12. Invalidity

If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

13. Proper law

The construction, validity and performance of this agreement shall be governed by the laws of England and Wales.

AS WITNESS the hands of the Seller and of a duly authorised officer on behalf of the Buyer the 



Signed as Deed by the Buyer

.....

In the presence:

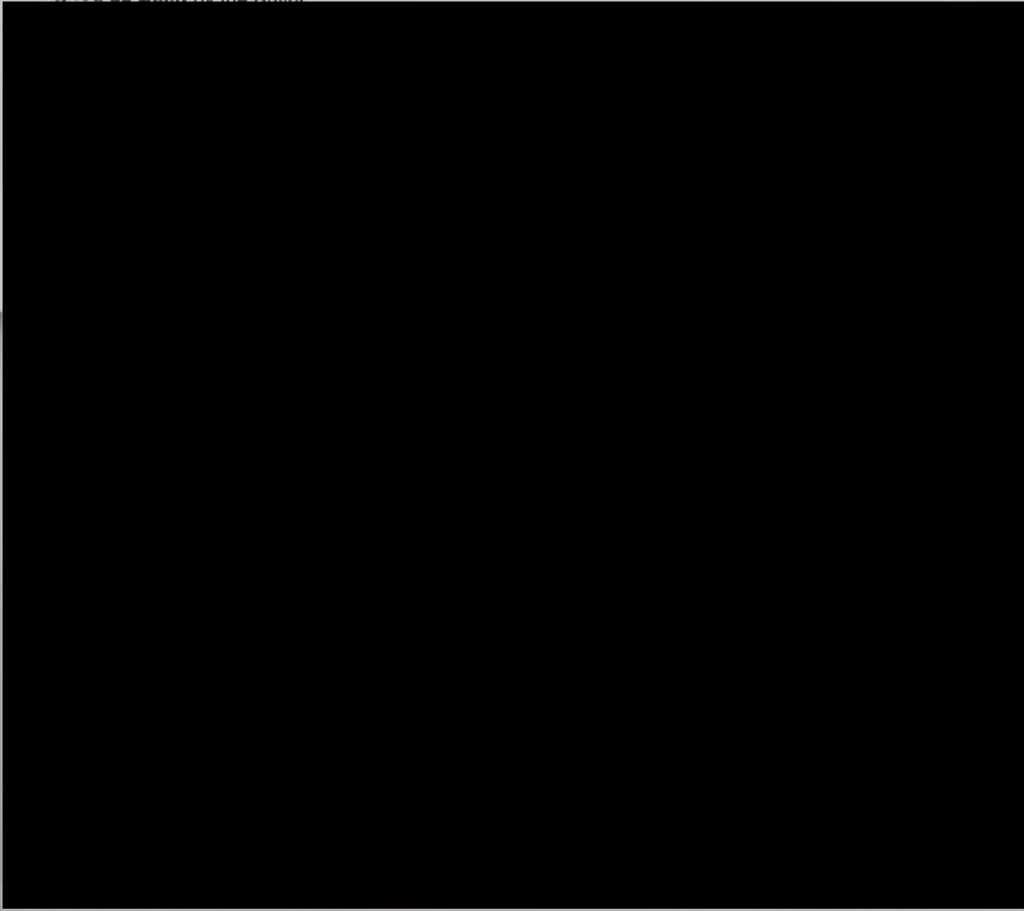
Witness Name.....

Address.....

.....

Occupation.....

Signed as Deed by the Buyer



+QY

DATED 26 July **2024**

RENT DEPOSIT DEED

relating to

Ground Floor and Basement
516 Old Kent Road
London SE1 5BA

between

BIPINCHANDRA PATEL AND KISHORE PATEL

and

HANSON ENT LTD

RENT DEPOSIT DEED
HM LAND REGISTRY

Landlord's title number: 152603

Tenant's title number: TGL535194

THIS DEED is dated 26 July 2024

PARTIES

- (1) **BIPINCHANDRA PATEL AND KISHORE PATEL** of 5 Grimwade Avenue, Croydon, Surrey CR0 5DJ (**Landlord**)
- (2) **HANSON ENTLTD CRN 15578279** whose registered address is 516 Old Kent Road London SE1 5BA of (**Tenant**)

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord is the Freehold owner of the Property.
- (C) The residue of the Term of the lease is vested in the Tenant.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions:

Bank: Such Bank or Building Society in England or Wales as the Landlord may from time to time nominate.

Default: Any failure by the Tenant to:
pay the whole or any part of the Rents, interest, outgoings and any other sums due to, or recoverable by, the Landlord under the Lease by the due date for such payment, whether or not reserved by way of rent and whether formally demanded or not;
observe and perform any tenant covenants and conditions contained or referred to in the Lease or this deed;
pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations, covenants and conditions of the Tenant under the Lease or this deed.

Deposit: the Initial Deposit and any other sums from time to time standing to the credit of the Account.

Expenses: All losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of the Lease including (but not limited to) the following costs and expenses:

the reasonable costs and expenses payable to legal advisers, surveyors and accountants for advice in connection with such forfeiture or disclaimer;

the reasonable costs and expenses for marketing the Property for reletting purposes;

mesne profits from the date of forfeiture or disclaimer until the date of possession by the Landlord;

a sum in lieu of the Rents at an annual rate equal to the amounts payable by the Tenant under the Lease immediately before the date of forfeiture or disclaimer, in respect of the period beginning on the date that possession is obtained until the earlier of the date on which the Property is relet and the expiry of six months;

the reasonable fees and expenses payable to any agents or surveyors in connection with the reletting or attempted reletting of the Property; and

the reasonable costs and expenses payable to legal advisers in connection with the reletting or attempted reletting of the Property;

VAT (if chargeable) in respect of the above.

Initial Deposit: the sum of Nineteen Thousand Five Hundred Pounds (£19,500.00)

Interest: any interest accruing on the Deposit.

Lawful Assignment: an assignment of the Lease (other than an assignment in breach of the terms of the Lease).

“Lease”: the lease of the Property dated 30th August 2019 and made between (1) Bipinchandra Patel and Kishore Patel and (2) Erico Entertainment Limited and including all documents supplemental or collateral to that lease except this deed.

Minimum Amount: the aggregate of 3 months' worth of the Principal Rent and any VAT that may be payable on such sum from time to time provided that at no time shall the Minimum Amount be less than the Initial Deposit.

Principal Rent: the annual rent first reserved under the terms of the Lease (ignoring any rent free period allowed to the Tenant at the commencement of the Term) as increased from time to time in accordance with the provisions for review contained in the Lease.

Property: The premises known as Ground Floor and Basement 516 Old Kent Road London SE1 5BA as more particularly described in and demised by the Lease.

Rents: any sums reserved as rent under the Lease.

Term: has the meaning given to it in the Lease.

VAT: value added tax chargeable in the United Kingdom.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

1.2 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion of the Lease.

1.3 References to the Tenant include a reference to its successors in title and assigns.

1.4 The obligations of the Guarantor under this deed are personal to the entity named as the Guarantor in this deed.

1.5 The expression tenant covenant has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.6 Clause headings shall not affect the interpretation of this deed.

1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 References to clauses are to the clauses of this deed.

1.13 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 A reference to writing or written includes fax but not e-mail.

2. DEPOSIT

2.1 The Landlord acknowledges receipt of the Initial Deposit from the Tenant and undertakes to place the Initial Deposit in the Account as soon as reasonably possible, but in any event within two Working Days after the date of this deed.

2.2 The Landlord undertakes to hold the Deposit in accordance with, and subject to, the terms of this deed.

2.3 At all times the Tenant shall maintain the Deposit at a sum not less than the Minimum Amount.

2.4 The Deposit belongs to the Tenant subject to the terms of this deed.

3. CHARGE OF THE ACCOUNT

3.1 The Tenant warrants to the Landlord that:

- (a) the Deposit is, and shall at all times be, free from any charge, encumbrance or other security interest in favour of any third party, whether legal or equitable;
- (b) no consent is required from any person for the Tenant to enter into this Deed and the Tenant is not prohibited from entering into this Deed by any covenant or prior security it has entered into;
- (c) the Tenant shall not assign or otherwise dispose of its interest in, or the benefit of its rights under, this deed, the Deposit or the Account (or any part of them); and
- (d) the Tenant shall not create any further charge, encumbrance or security interest over the whole, or any part of the Deposit or the Account.

3.2 The Tenant, with full title guarantee, charges its interest in the Account and the Deposit (together with the Tenant's right to the return of the Deposit or such part of the Deposit to which the Tenant is entitled under the terms of this deed), to the Landlord as security for the performance of the Tenant's obligations under the Lease and this deed.

3.3 The Tenant covenants that it shall execute any document or take any action the Landlord reasonably specifies in order to perfect or preserve the security referred to in Clause 3.2.

3.4 The security created by Clause 3.2 of this deed is in addition to, and shall not affect, any other security of the Landlord as regards the Tenant.

3.5 The Tenant confirms that the charge in Clause 3.2 does not contravene any of the provisions of the Tenant's memorandum and articles of association and that this deed has been executed in accordance with them.

4. LANDLORD'S DUTIES

4.1 The Landlord is not obliged to secure any particular rate of Interest and shall be entitled to open the Account with the Bank.

4.2 The Landlord shall not be liable to the Tenant for any loss to the Deposit or any loss of Interest arising from any act or default unless such loss arises from the wilful default or negligence of the Landlord.

5. INTEREST

5.1 Except where this deed provides otherwise, any Interest earned on the Deposit shall belong to the Tenant.

5.2 No interest shall be released to the Tenant where the Tenant is in Default or the Lease is forfeited or disclaimed.

5.3 Interest shall be released to the Tenant annually and only to the extent that, if credited to the Account, the Interest would cause the Deposit to exceed the Minimum Amount.

- 5.4 If, and for so long as, the Deposit is less than the Minimum Amount, any Interest earned on the Deposit shall not be paid out to the Tenant but shall be added to and form part of the Deposit.
- 5.5 The Landlord shall be entitled (but not obliged) to withhold such sums from any Interest earned on the Deposit as represent any tax that may lawfully be due and to pay such sums to the appropriate tax authority.
- 5.6 In circumstances where the Landlord does not decide to withhold any sums pursuant to Clause 5.5, the Tenant shall indemnify the Landlord on demand against all tax payable in respect of any Interest earned on the Deposit.

6. WITHDRAWALS

- 6.1 Following any Default, the Landlord shall be entitled to withdraw from the Deposit such proportion of the Deposit as may be reasonably necessary to make good that Default.
- 6.2 Subject to Clause 6.5, the Landlord may make withdrawals from the Deposit as often as necessary.
- 6.3 If the Lease is forfeited or the liability of the Tenant under the Lease is disclaimed, then as compensation for the Expenses, the Landlord shall be entitled to withdraw from the Deposit such sums as may be reasonably necessary to satisfy the Expenses.
- 6.4 Any bank charges levied on the Account may be charged to the Account and met from the Deposit. If such bank charges are paid by the Landlord, the Landlord shall be entitled to withdraw from the Deposit a sum equivalent to those charges.
- 6.5 The Landlord shall give written notice to the Tenant within five Working Days following each and every withdrawal made under Clause 6.1 specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates.
- 6.6 Any sums withdrawn from the Deposit by the Landlord pursuant to this clause 6 shall become the property of the Landlord.

7. TOP UP OF THE DEPOSIT

- 7.1 Without prejudice, and in addition to the Tenant's other obligations in this deed, the Tenant shall pay to the Landlord such sum or sums as shall be necessary to ensure that the Deposit is not less than the Minimum Amount within ten Working Days after each of the following:
- (a) the date of every occasion upon which the Landlord serves notice in writing on the Tenant that the Landlord has made a withdrawal from the Account; and
 - (b) the date upon which each and every review of the Principal Rent is settled in accordance with the terms of the Lease.
- 7.2 Where the Landlord serves notice in writing on the Tenant that the Landlord has exercised the option to tax under Schedule 10 of the Value Added Tax Act 1994 in

respect of the Property, then the Tenant shall pay to the Landlord within ten Working Days from, but not including, the date of the notice, such sum as shall be necessary to ensure that the Deposit is not less than the Minimum Amount.

7.3 Where the Landlord has exercised its option to tax under Schedule 10 of the Value Added Tax Act 1994 and the rate of VAT applicable to the Principal Rent is increased, then the Tenant shall pay to the Landlord within ten Working Days of written demand by the Landlord or the date such increase takes effect in relation to the Property such sum as shall be necessary to ensure that the Deposit is not less than the Minimum Amount.

7.4 The Landlord undertakes to place any monies paid to it under this Clause 7, into the Account as soon as reasonably possible, but in any event within two Working Days following receipt.

8. REPAYMENT OF THE DEPOSIT

8.1 Subject to the rights of the Landlord under this deed, the Landlord shall repay the Deposit to the Tenant (less any outstanding bank charges, including any charges payable on closure of the Account) on the earliest of:

(a) two months from the date on which the Tenant yields up the Property to the Landlord with vacant possession following the expiry or sooner determination of the Term;

(b) 20 Working days from the date the Landlord receives written notice of a Lawful Assignment of the Lease by the Tenant

8.2 The Landlord shall be entitled to retain from the Deposit so much of the Deposit as may in the Landlord's reasonable opinion be reasonably necessary to make good any Default.

8.3 Where the Deposit is paid to the Tenant pursuant to Clause 8.1(b) the Landlord shall be entitled to retain from the Deposit as much of the Deposit as may be reasonably necessary to make good any Default that occurred prior to the date of Lawful Assignment.

9. SALE OF REVERSION

9.1 The Tenant agrees that the Landlord may assign the benefit of this Deed (including the charge referred to in Clause 3) simultaneously with a disposal of the reversion to the Lease and the Landlord shall transfer the Deposit to its successor on completion of such assignment

9.2 The Tenant shall not unreasonably withhold consent to a request made by the Landlord under section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from all or any of the covenants in this deed falling to be complied with by the Landlord.

10. COSTS

On completion of this deed, the Tenant shall pay the reasonable costs and disbursements of the Landlord's solicitors and its managing agents in connection with this deed. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any VAT in respect of those costs and disbursements except to the extent that the Landlord is able to recover such VAT.

11. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition contained in this deed falling to be complied with by the Tenant is breached, as well as if any of the events stated in the provision for re-entry in the Lease occur.

12. GUARANTOR'S OBLIGATIONS

In the event of any breach of any covenant or condition falling to be complied with by the Tenant in this deed, the Guarantor shall remedy any such breach and make good to the Landlord on demand and indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any such breach.

13. INDEMNITY

The Tenant shall make good to the Landlord on demand, and indemnify the Landlord against, all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this deed.

14. NOTICES

Any notice given under or in connection with this deed must be in writing and must be delivered by hand, or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service shall be deemed to have been delivered on the second Working Day after posting.

15. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

16. GOVERNING LAW

This deed and any dispute or claim arising out of 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.

17. JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Signed as a Deed by the said
BIPINCHANDRA PATEL
in the presence of :-

Witness signature.....

Name.....

Address.....

Signed as a Deed by the said
KISHORE PATEL
in the presence of :-

Witness signature.....

Name.....

Address.....

DATED 26th July 2024

RENT DEPOSIT DEED

relating to

Ground Floor and Basement
516 Old Kent Road
London SE1 5BA

between

BIPINCHANDRA PATEL AND KISHORE PATEL

and

HANSON ENT LIMITED

RENT DEPOSIT DEED
HM LAND REGISTRY

Landlord's title number: 152603

Tenant's title number: TGL535194

THIS DEED is dated

26th July

2024

PARTIES

- (1) **BIPINCHANDRA PATEL AND KISHORE PATEL** of 5 Grimwade Avenue, Croydon, Surrey CR0 5DJ (**Landlord**)
- (2) **HANSON ENT LIMITED** of 516 Old Kent Road London Se1 5BA (**Assignees**)

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord is the Freehold owner of the Property.
- (C) The residue of the Term of the lease is vested in the Tenant.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions:

Bank: Such Bank or Building Society in England or Wales as the Landlord may from time to time nominate.

Default: Any failure by the Tenant to:
pay the whole or any part of the Rents, interest, outgoings and any other sums due to, or recoverable by, the Landlord under the Lease by the due date for such payment, whether or not reserved by way of rent and whether formally demanded or not;
observe and perform any tenant covenants and conditions contained or referred to in the Lease or this deed;
pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations, covenants and conditions of the Tenant under the Lease or this deed.

Deposit: the Initial Deposit and any other sums from time to time standing to the credit of the Account.

Expenses: All losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of the Lease including (but not limited to) the following costs and expenses:

the reasonable costs and expenses payable to legal advisers, surveyors and accountants for advice in connection with such forfeiture or disclaimer;

the reasonable costs and expenses for marketing the Property for reletting purposes;

mesne profits from the date of forfeiture or disclaimer until the date of possession by the Landlord;

a sum in lieu of the Rents at an annual rate equal to the amounts payable by the Tenant under the Lease immediately before the date of forfeiture or disclaimer, in respect of the period beginning on the date that possession is obtained until the earlier of the date on which the Property is relet and the expiry of six months;

the reasonable fees and expenses payable to any agents or surveyors in connection with the reletting or attempted reletting of the Property; and

the reasonable costs and expenses payable to legal advisers in connection with the reletting or attempted reletting of the Property;

VAT (if chargeable) in respect of the above.

Initial Deposit: the sum of Nineteen Thousand Five Hundred Pounds (£19,500.00)

Interest: any interest accruing on the Deposit.

Lawful Assignment: an assignment of the Lease (other than an assignment in breach of the terms of the Lease).

"Lease": the lease of the Property dated 30th August 2019 and made between (1) Bipinchandra Patel and Kishore Patel and (2) Erico Entertainment Limited and including all documents supplemental or collateral to that lease except this deed.

Minimum Amount: the aggregate of 3 months' worth of the Principal Rent and any VAT that may be payable on such sum from time to time provided that at no time shall the Minimum Amount be less than the Initial Deposit.

Principal Rent: the annual rent first reserved under the terms of the Lease (ignoring any rent free period allowed to the Tenant at the commencement of the Term) as increased from time to time in accordance with the provisions for review contained in the Lease.

Property: The premises known as Ground Floor and Basement 516 Old Kent Road London SE1 5BA as more particularly described in and demised by the Lease.

Rents: any sums reserved as rent under the Lease.

Term: has the meaning given to it in the Lease.

VAT: value added tax chargeable in the United Kingdom.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

1.2 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion of the Lease.

1.3 References to the Tenant include a reference to its successors in title and assigns.

1.4 The obligations of the Guarantor under this deed are personal to the entity named as the Guarantor in this deed.

1.5 The expression tenant covenant has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.6 Clause headings shall not affect the interpretation of this deed.

1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 References to clauses are to the clauses of this deed.

1.13 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.

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2. DEPOSIT

2.1 The Landlord acknowledges receipt of the Initial Deposit from the Tenant and undertakes to place the Initial Deposit in the Account as soon as reasonably possible, but in any event within two Working Days after the date of this deed.

2.2 The Landlord undertakes to hold the Deposit in accordance with, and subject to, the terms of this deed.

2.3 At all times the Tenant shall maintain the Deposit at a sum not less than the Minimum Amount.

2.4 The Deposit belongs to the Tenant subject to the terms of this deed.

3. CHARGE OF THE ACCOUNT

3.1 The Tenant warrants to the Landlord that:

- (a) the Deposit is, and shall at all times be, free from any charge, encumbrance or other security interest in favour of any third party, whether legal or equitable;
- (b) no consent is required from any person for the Tenant to enter into this Deed and the Tenant is not prohibited from entering into this Deed by any covenant or prior security it has entered into;
- (c) the Tenant shall not assign or otherwise dispose of its interest in, or the benefit of its rights under, this deed, the Deposit or the Account (or any part of them); and
- (d) the Tenant shall not create any further charge, encumbrance or security interest over the whole, or any part of the Deposit or the Account.

3.2 The Tenant, with full title guarantee, charges its interest in the Account and the Deposit (together with the Tenant's right to the return of the Deposit or such part of the Deposit to which the Tenant is entitled under the terms of this deed), to the Landlord as security for the performance of the Tenant's obligations under the Lease and this deed.

3.3 The Tenant covenants that it shall execute any document or take any action the Landlord reasonably specifies in order to perfect or preserve the security referred to in Clause 3.2.

3.4 The security created by Clause 3.2 of this deed is in addition to, and shall not affect, any other security of the Landlord as regards the Tenant.

3.5 The Tenant confirms that the charge in Clause 3.2 does not contravene any of the provisions of the Tenant's memorandum and articles of association and that this deed has been executed in accordance with them.

4. LANDLORD'S DUTIES

4.1 The Landlord is not obliged to secure any particular rate of Interest and shall be entitled to open the Account with the Bank.

4.2 The Landlord shall not be liable to the Tenant for any loss to the Deposit or any loss of Interest arising from any act or default unless such loss arises from the wilful default or negligence of the Landlord.

5. INTEREST

5.1 Except where this deed provides otherwise, any Interest earned on the Deposit shall belong to the Tenant.

5.2 No interest shall be released to the Tenant where the Tenant is in Default or the Lease is forfeited or disclaimed.

5.3 Interest shall be released to the Tenant annually and only to the extent that, if credited to the Account, the Interest would cause the Deposit to exceed the Minimum Amount.

- 5.4 If, and for so long as, the Deposit is less than the Minimum Amount, any Interest earned on the Deposit shall not be paid out to the Tenant but shall be added to and form part of the Deposit.
- 5.5 The Landlord shall be entitled (but not obliged) to withhold such sums from any Interest earned on the Deposit as represent any tax that may lawfully be due and to pay such sums to the appropriate tax authority.
- 5.6 In circumstances where the Landlord does not decide to withhold any sums pursuant to Clause 5.5, the Tenant shall indemnify the Landlord on demand against all tax payable in respect of any Interest earned on the Deposit.

6. WITHDRAWALS

- 6.1 Following any Default, the Landlord shall be entitled to withdraw from the Deposit such proportion of the Deposit as may be reasonably necessary to make good that Default.
- 6.2 Subject to Clause 6.5, the Landlord may make withdrawals from the Deposit as often as necessary.
- 6.3 If the Lease is forfeited or the liability of the Tenant under the Lease is disclaimed, then as compensation for the Expenses, the Landlord shall be entitled to withdraw from the Deposit such sums as may be reasonably necessary to satisfy the Expenses.
- 6.4 Any bank charges levied on the Account may be charged to the Account and met from the Deposit. If such bank charges are paid by the Landlord, the Landlord shall be entitled to withdraw from the Deposit a sum equivalent to those charges.
- 6.5 The Landlord shall give written notice to the Tenant within five Working Days following each and every withdrawal made under Clause 6.1 specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates.
- 6.6 Any sums withdrawn from the Deposit by the Landlord pursuant to this clause 6 shall become the property of the Landlord.

7. TOP UP OF THE DEPOSIT

- 7.1 Without prejudice, and in addition to the Tenant's other obligations in this deed, the Tenant shall pay to the Landlord such sum or sums as shall be necessary to ensure that the Deposit is not less than the Minimum Amount within ten Working Days after each of the following:
- (a) the date of every occasion upon which the Landlord serves notice in writing on the Tenant that the Landlord has made a withdrawal from the Account; and
 - (b) the date upon which each and every review of the Principal Rent is settled in accordance with the terms of the Lease.
- 7.2 Where the Landlord serves notice in writing on the Tenant that the Landlord has exercised the option to tax under Schedule 10 of the Value Added Tax Act 1994 in respect of the Property, then the Tenant shall pay to the Landlord within ten Working

Days from, but not including, the date of the notice, such sum as shall be necessary to ensure that the Deposit is not less than the Minimum Amount.

7.3 Where the Landlord has exercised its option to tax under Schedule 10 of the Value Added Tax Act 1994 and the rate of VAT applicable to the Principal Rent is increased, then the Tenant shall pay to the Landlord within ten Working Days of written demand by the Landlord or the date such increase takes effect in relation to the Property such sum as shall be necessary to ensure that the Deposit is not less than the Minimum Amount.

7.4 The Landlord undertakes to place any monies paid to it under this Clause 7, into the Account as soon as reasonably possible, but in any event within two Working Days following receipt.

8. REPAYMENT OF THE DEPOSIT

8.1 Subject to the rights of the Landlord under this deed, the Landlord shall repay the Deposit to the Tenant (less any outstanding bank charges, including any charges payable on closure of the Account) on the earliest of:

(a) two months from the date on which the Tenant yields up the Property to the Landlord with vacant possession following the expiry or sooner determination of the Term;

(b) 20 Working days from the date the Landlord receives written notice of a Lawful Assignment of the Lease by the Tenant

8.2 The Landlord shall be entitled to retain from the Deposit so much of the Deposit as may in the Landlord's reasonable opinion be reasonably necessary to make good any Default.

8.3 Where the Deposit is paid to the Tenant pursuant to Clause 8.1(b) the Landlord shall be entitled to retain from the Deposit as much of the Deposit as may be reasonably necessary to make good any Default that occurred prior to the date of Lawful Assignment.

9. SALE OF REVERSION

9.1 The Tenant agrees that the Landlord may assign the benefit of this Deed (including the charge referred to in Clause 3) simultaneously with a disposal of the reversion to the Lease and the Landlord shall transfer the Deposit to its successor on completion of such assignment

9.2 The Tenant shall not unreasonably withhold consent to a request made by the Landlord under section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from all or any of the covenants in this deed falling to be complied with by the Landlord.

10. COSTS

On completion of this deed, the Tenant shall pay the reasonable costs and disbursements of the Landlord's solicitors and its managing agents in connection with this deed. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any VAT in respect of those costs and disbursements except to the extent that the Landlord is able to recover such VAT.

11. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition contained in this deed falling to be complied with by the Tenant is breached, as well as if any of the events stated in the provision for re-entry in the Lease occur.

12. GUARANTOR'S OBLIGATIONS

In the event of any breach of any covenant or condition falling to be complied with by the Tenant in this deed, the Guarantor shall remedy any such breach and make good to the Landlord on demand and indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any such breach.

13. INDEMNITY

The Tenant shall make good to the Landlord on demand, and indemnify the Landlord against, all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this deed.

14. NOTICES

Any notice given under or in connection with this deed must be in writing and must be delivered by hand, or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service shall be deemed to have been delivered on the second Working Day after posting.

15. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

16. GOVERNING LAW

This deed and any dispute or claim arising out of 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.

17. JURISDICTION

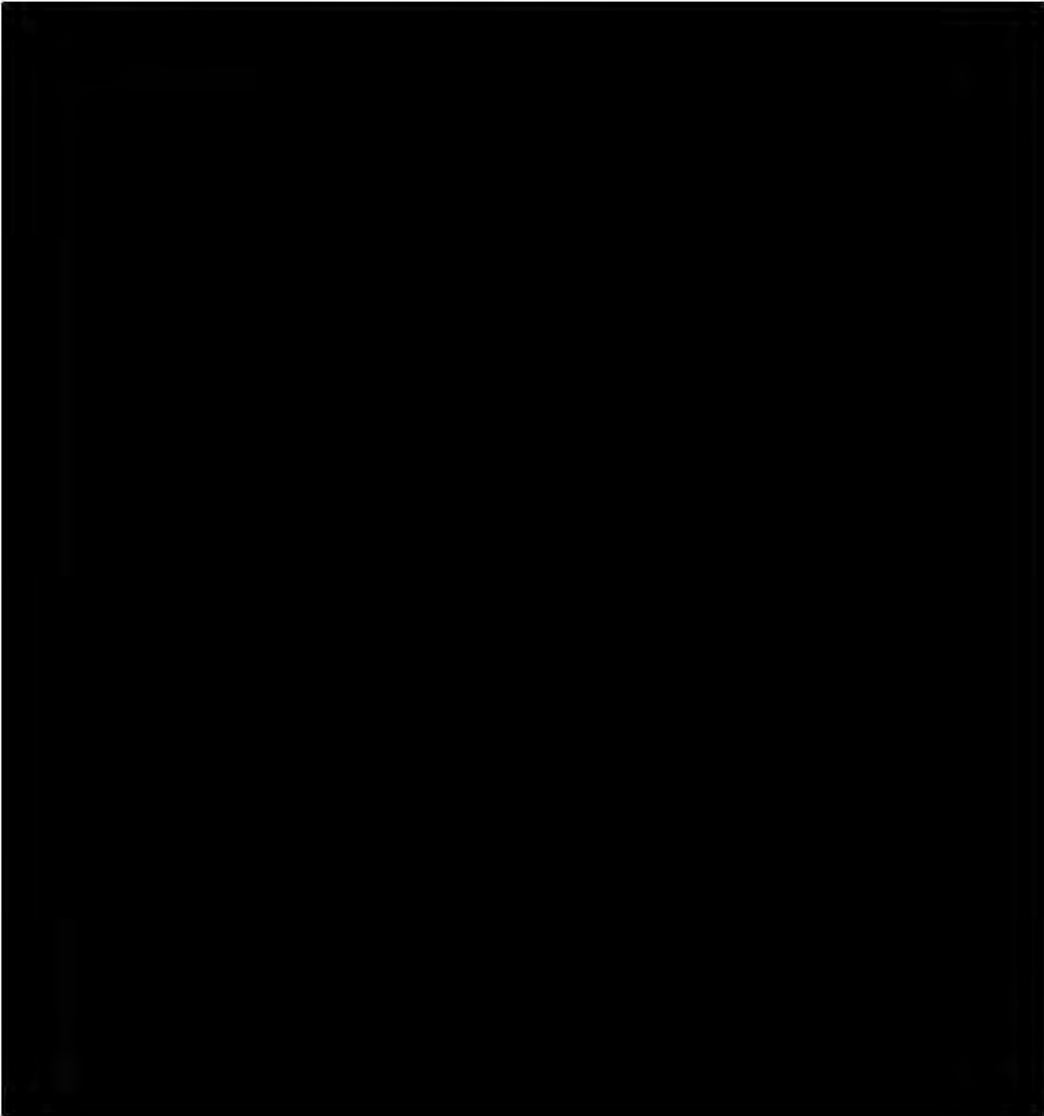
The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

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 **HANSON ENT LIMITED**
acting by a Director in the presence of :-

Witness signature.....

Name.....



Executed as a Deed by HANSON ENT LIMITED
acting by a Director in the presence of -

Witness signature.....

Name.....

Address.....



Signed as a Deed by the said

BIRANCHANDRA PATEL

in the presence of -

Witness signature.....

Name.....

Address.....

Signed as a Deed by the said

KISHORE PATEL

in the presence of -

Witness signature.....

Name.....

Address.....

DATED 26th July **2024**

LICENCE TO ASSIGN

relating to

Ground Floor and Basement Premises
516 Old Kent Road
London SE1 5BA

Between

BIPINCHANDRA PATEL AND KISHORE PATEL

and

ERICO ENTERTAINMENT LIMITED

and

HANSON ENT LIMITED

**Hanne & Co Solicitors
The Candle Factory
112 York Road
Battersea
London SW11 3RS**

(reference TM /PAT251/2)

This deed is dated day of 26th July 2024

HM Land Registry

Landlord's title number: 152603

Tenant's title number: TGL535194

Parties

- (1) **BIPINCHANDRA PATEL and KISHORE PATEL** of 5 Grimwade Avenue, Croydon Surrey CR0 5DJ (**Landlords**)
- (2) **ERICO ENTERTAINMENT LIMITED** of 516 Old Kent Road London SE1 5BA (**Tenants**)
- (3) **HANSON ENT LIMITED** of 516 Old Kent Road London SE1 5BA (**Assignees**)

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Assignee's Solicitors: Burgess Okoh Saunders Solicitors of 39 Dover St, London W1S 4NN

Authorised Guarantee Agreement: the authorised guarantee agreement in Schedule 1 and incorporated into this licence.

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

Landlord's Solicitors: Hanne & Co Solicitors LLP of The Candle Factory 112 York Road, Battersea, London, England, SW11 3RS (Ref: TM/PAT251-2)

Lease: a lease dated 30th August 2019 for a term of ten years and six months of the Ground Floor and Basement of 516 Old Kent Road London SE1 5BA and made between

I hereby certify that this is



(1) the Lender and (2) the Tenant and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: Ground Floor and Basement of 516 Old Kent Road London SE1 5BA as demised by the Lease.

Rent Deposit Deed: a rent deposit deed in the form attached to this licence.

Tenant's Solicitors: Atlantic Solicitors, 2nd Floor Rear, Thames House, 3 Wellington Street London SE18 6NY

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause 1.4 and clause 2, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 References to the Assignee's Guarantor include a reference to the personal representatives of any individual who compromises the Assignee's Guarantor.
- 1.5 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.6 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

I hereby certify that this is

- 1.12 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 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.
- 1.14 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 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.
- 1.19 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Consent to assign

- 2.1 Subject to clause 2.2, clause 2.3, and clause 2.4, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.
- 2.3 Simultaneously with completion of this licence:
the Tenant shall execute and deliver the Authorised Guarantee Agreement to the Landlord as a deed.
- 2.4 On completion of the assignment:

- (a) the Assignee shall execute and deliver to the Landlord the Rent Deposit Deed as a deed and pay the Initial Deposit (as defined in the Rent Deposit Deed) by Electronic Payment to the Landlord.

2.5 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.

2.6 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.

2.7 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. Obligations relating to the assignment

3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

3.2 The Assignee hereby covenants with the Landlord from the date on which the Lease shall be assigned to the Assignee and thenceforth during the residue of the term granted by the Lease the Assignee shall pay the rents and any interim rent determined under LTA 1954 and all other sums reserved and made payable by the Lease in the manner and at the times therein specified and shall perform and observe all the tenant's covenants and the other provisions contained in the Lease and in particular shall not assign underlet or part with possession or occupation of the Property or any part thereof except in accordance with and subject to the covenants conditions and provisions in the Lease.

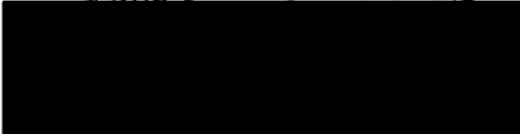
3.3 Within one month after completion of the assignment, the Assignee shall:

- (a) notify the Landlord of completion;
- (b) send the Landlord a certified copy of the assignment; and
- (c) pay the Landlord's registration fee of £75 plus value added tax.

4. Authorised Guarantee Agreement

4.1 The Authorised Guarantee Agreement is an authorised guarantee agreement for the purposes of section 16 of the LTCA 1995.

4.2 The Authorised Guarantee Agreement shall take effect on the date of the assignment of the Lease.

I hereby certify that this is
a true and correct copy of the original document.

WITNESSED AND SIGNED BY THE LANDLORD

5. Costs

On completion of this licence the Assignee shall pay the reasonable costs and disbursements of the Landlord's solicitors and its managing agents in connection with this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

6. The right of re-entry in the Lease

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

7. Indemnity

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

8. Notices

8.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.

8.2 A notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

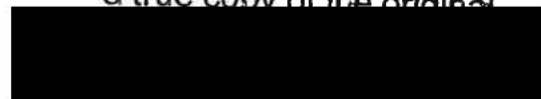
8.3 A notice given under this licence is not valid if sent by fax or email.

8.4 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.

9. Liability

9.1 The obligations of each of the Tenant and the Assignee and the Assignee's Guarantor in this licence are owed to the Landlord.

I hereby certify that this is
a true copy of the original



MICHAEL WILKINSON

9.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed 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.

10. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11. Registration at the Land Registry

The Assignee shall:

- (a) apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month after the registration has been completed.

12. Governing Law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13. Tenants and Assignees obligations to pay arrears of rent

13.1 The Tenants agree there are arrears of Rent owing to the Landlords up to 24th June 2024 in the sum of £36,250.00 and covenants with the Landlords to pay the said amount to the Landlords within eighteen months from the date of this licence.

13.2 The Assignees hereby covenants with the Landlords if the Tenants do not pay the said arrears of rent mentioned in clause 13.1 above within the time limit mentioned therein, they will pay the said arrears of £36,250.00 to the Landlords immediately.

14. Jurisdiction

Each party to this licence irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

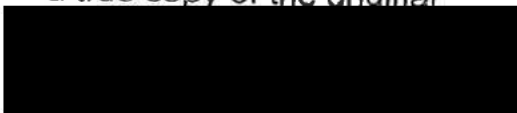
I hereby certify that this is


VICTOR LUIE KUIE

disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

I hereby certify that this is
a true copy of the original



WINDYR CLIVE KIRK


Schedule 1 Authorised guarantee agreement

Any covenant from a Tenant given under this Lease will be in a form set out below:

The Tenant covenants with the Landlord as a primary obligation and on a full and unqualified indemnity basis, as follows:

- A. The Assignee will until he is released from liability by the Landlord and Tenant (Covenants) Act 1995 throughout the Term pay the rents payable under this Lease on the date on which rent is due and payable and will comply with all the obligations and conditions contained in the Lease and in any supplemental document relating to any other matter.
- B. In default of compliance the Tenant will pay the rent or (as appropriate) comply with the obligation or condition in respect of which the Assignee has defaulted and the Tenant will make good to the Landlord on demand all costs, damage, expense and liabilities resulting from any such default.
- C. As and when called upon to do so by either the Landlord or the Assignee the Tenant will enter into any supplemental document for the purpose of consenting to the supplemental document and confirming that all covenants by the Tenant will remain in full force and effect.
- D. The Tenant's liability will not be affected or released by:
 - 1. any time or indulgence granted by the Landlord to the Assignee
 - 2. any variation of or addition to or reduction from the terms of this Lease or any supplemental document
 - 3. any non-acceptance of rent in circumstances where the Landlord have reason too suspect a breach of covenant by the Assignee
 - 4. a surrender of part of the Property (except that the Tenant) will have no liability in relation to the surrendered part in respect of any period following the date of the surrender)
 - 5. any other act or thing by virtue of which but for this provision the Tenant would have been released
 - 6. any document which has the effect of operating as a deed of surrender and re-grant
 - 7. incapacity or change in the name style or constitution of the Assignee

I hereby certify that this is


VICTOR CIVIL KIE
CLU-063

- E. As a separate and independent obligation, the Tenant agrees that if any obligation or liability of the Assignee under the Lease or under any supplemental document is not or ceases to be valid or enforceable against the Assignee on any ground, the Tenant will nevertheless be liable to the Landlord as if the Tenant were the principal debtor in respect of the relevant purported obligation or liability and it was fully enforceable. The Tenant indemnifies the Landlord against all damages, losses, costs and expenses arising from any failure of the Assignee to perform or discharge any such obligation or liability.
- F. The Tenant warrants that it has not taken or received and undertakes that until all the Tenant's liabilities have been fully discharged it will not take or receive the benefit of any such security from the Assignee or any other person in respect of its obligations under the Lease
- G. Until all the Tenant's liabilities have been fully discharged (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) the Tenant covenants that it will not without the prior written consent of the Landlord:
1. exercise any rights of subrogation, reimbursement or indemnity which it may have against the Assignees:
 2. demand or accept repayment of any indebtedness due to it from the Assignees:
 3. take any step to enforce any right which it may have against the Assignees or any other person liable in respect of any of its liabilities:
 4. claim any set-off or counterclaim against the Assignee or any other person liable or claim or provide in competition with the Landlord in the Assignees' bankruptcy or liquidation on terms that the benefit of such proof and of all money received by it in respect of such proof shall be held on trust for the Landlord and applied towards discharge of the Tenant's liabilities in such manner as the Landlord may direct.
- H. The Tenant takes or receives the benefit of any security or receives or recovers any money or other property it will hold that security money or other property on trust for the Landlord and will deliver the same to the Landlord on demand.
- I. The Tenant will reimburse the Landlord on demand for all reasonable legal and other costs, charges and expenses, which may reasonably be incurred by the Landlord in relation to the enforcement of the Tenant's covenants.
- J. All payments to be made by the Tenant are to be made in full without any set-off condition or counterclaim and subject as provided below, free and clear of any deduction or withholding. If at any time any applicable law, regulation requirement or any governmental



authority, monetary agency or central bank requires the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withhold or by reason of any increased payment not being made on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid

- K. Each of the provisions of this Guarantee is distinct and severable from the others and if at any time one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- L. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets, by any other person, or any reconstruction or reorganisation of any kind, to the intent that the Tenant's obligations under this Clause will remain valid and effective in all respect in favour of any successor in title to the Landlord.
- M. If a liquidator or trustee in bankruptcy surrenders or disclaims this Lease or if this Lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same Rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.
- N. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from it or until the Property become re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.



UNIGOR UNIVERZITATE

Signed as a Deed by the said **BIPINCHANDRA PATEL**

In the presence of :-

Witness signature.....

Witness address.....

.....

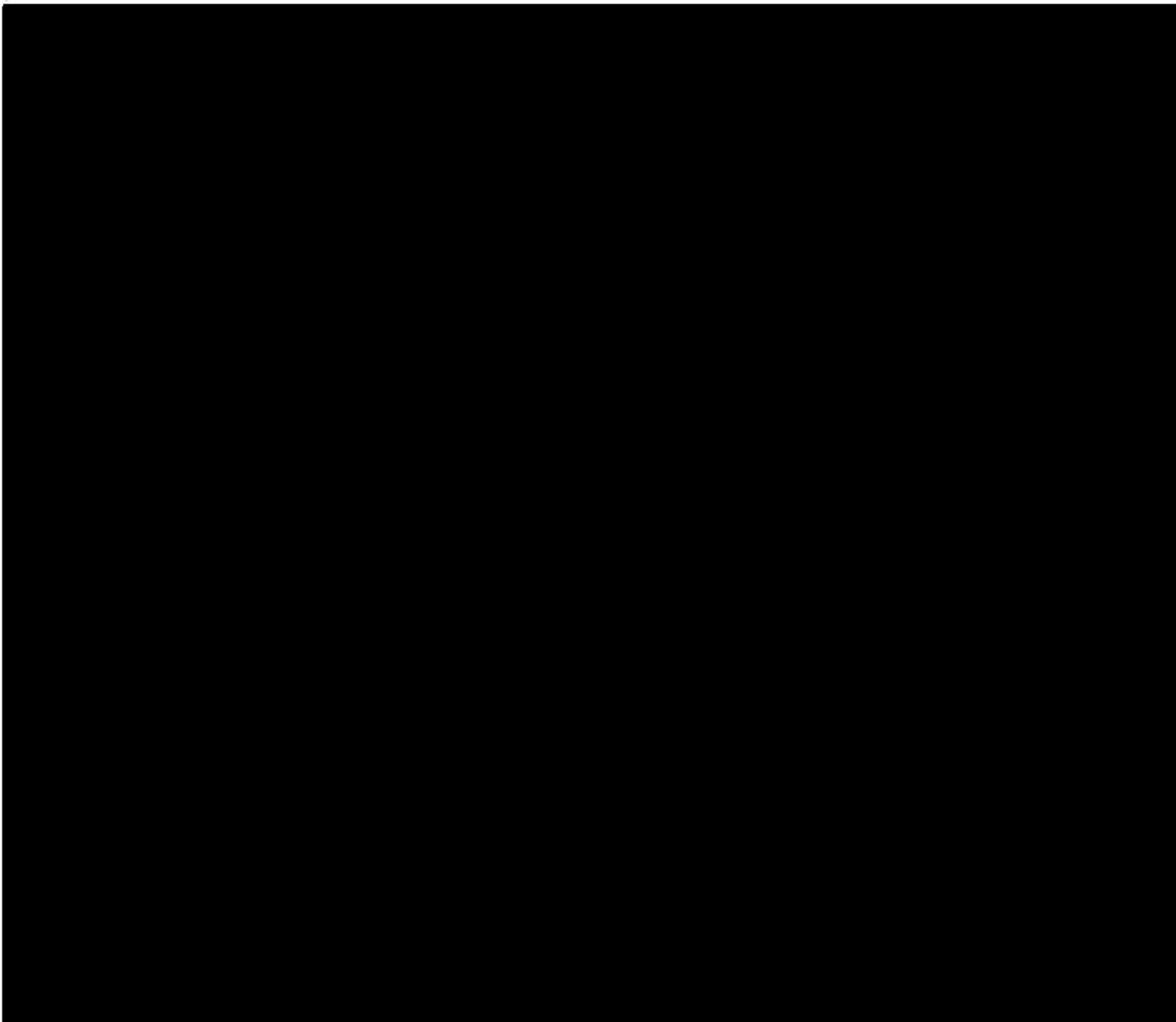
Signed as a Deed by the said **KISHORE PATEL**

In the presence of :-

Witness signature.....

Witness address.....

.....



DATED 26 July **2024**

LICENCE TO ASSIGN

relating to

Ground Floor and Basement Premises
516 Old Kent Road
London SE1 5BA

Between

BIPINCHANDRA PATEL AND KISHORE PATEL

and

ERICO ENTERTAINMENT LIMITED

and

HANSON ENT LIMITED

**Hanne & Co Solicitors
The Candle Factory
112 York Road
Battersea
London SW11 3RS**

(reference TM /PAT251/2)

This deed is dated day of

26 July

2024

HM Land Registry

Landlord's title number: 152603

Tenant's title number: TGL535194

Parties

- (1) **BIPINCHANDRA PATEL and KISHORE PATEL** of 5 Grimwade Avenue, Croydon Surrey CR0 5DJ (**Landlords**)
- (2) **ERICO ENTERTAINMENT LIMITED** of 516 Old Kent Road London SE1 5BA (**Tenants**)
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BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
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1. Interpretation

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Landlord's Solicitors: Hanne & Co Solicitors LLP of The Candle Factory 112 York Road, Battersea, London, England, SW11 3RS (Ref: TM/PAT251-2).

Lease: a lease dated 30th August 2019 for a term of ten years and six months of the Ground Floor and Basement of 516 Old Kent Road London SE1 5BA and made between

(1) the Lender and (2) the Tenant and all documents supplemental or collateral to that lease.

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LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: Ground Floor and Basement of 516 Old Kent Road London SE1 5BA as demised by the Lease.

Rent Deposit Deed: a rent deposit deed in the form attached to this licence.

Tenant's Solicitors: Atlantic Solicitors, 2nd Floor Rear, Thames House, 3 Wellington Street London SE18 6NY

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause 1.4 and clause 2, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 References to the Assignee's Guarantor include a reference to the personal representatives of any individual who compromises the Assignee's Guarantor.
- 1.5 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.6 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.12 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 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.
- 1.14 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 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.
- 1.19 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Consent to assign

- 2.1 Subject to clause 2.2, clause 2.3, and clause 2.4, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.
- 2.3 Simultaneously with completion of this licence:
the Tenant shall execute and deliver the Authorised Guarantee Agreement to the Landlord as a deed.
- 2.4 On completion of the assignment:

- (a) the Assignee shall execute and deliver to the Landlord the Rent Deposit Deed as a deed and pay the Initial Deposit (as defined in the Rent Deposit Deed) by Electronic Payment to the Landlord.

2.5 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.

2.6 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.

2.7 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. Obligations relating to the assignment

3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

3.2 The Assignee hereby covenants with the Landlord from the date on which the Lease shall be assigned to the Assignee and thenceforth during the residue of the term granted by the Lease the Assignee shall pay the rents and any interim rent determined under LTA 1954 and all other sums reserved and made payable by the Lease in the manner and at the times therein specified and shall perform and observe all the tenant's covenants and the other provisions contained in the Lease and in particular shall not assign underlet or part with possession or occupation of the Property or any part thereof except in accordance with and subject to the covenants conditions and provisions in the Lease.

3.3 Within one month after completion of the assignment, the Assignee shall:

- (a) notify the Landlord of completion;
- (b) send the Landlord a certified copy of the assignment; and
- (c) pay the Landlord's registration fee of £75 plus value added tax.

4. Authorised Guarantee Agreement

4.1 The Authorised Guarantee Agreement is an authorised guarantee agreement for the purposes of section 16 of the LTCA 1995.

4.2 The Authorised Guarantee Agreement shall take effect on the date of the assignment of the Lease.

5. Costs

On completion of this licence the Assignee shall pay the reasonable costs and disbursements of the Landlord's solicitors and its managing agents in connection with this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

6. The right of re-entry in the Lease

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

7. Indemnity

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

8. Notices

8.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.

8.2 A notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

8.3 A notice given under this licence is not valid if sent by fax or email.

8.4 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.

9. Liability

9.1 The obligations of each of the Tenant and the Assignee and the Assignee's Guarantor in this licence are owed to the Landlord.

- 9.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed 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.

10. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11. Registration at the Land Registry

The Assignee shall:

- (a) apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month after the registration has been completed.

12. Governing Law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13. Tenants and Assignees obligations to pay arrears of rent

13.1 The Tenants agree there are arrears of Rent owing to the Landlords up to 24th June 2024 in the sum of £36,250.00 and covenants with the Landlords to pay the said amount to the Landlords within eighteen months from the date of this licence.

13.2 The Assignees hereby covenants with the Landlords if the Tenants do not pay the said arrears of rent mentioned in clause 13.1 above within the time limit mentioned therein, they will pay the said arrears of £36,250.00 to the Landlords immediately.

14. Jurisdiction

Each party to this licence irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Authorised guarantee agreement

Any covenant from a Tenant given under this Lease will be in a form set out below:

The Tenant covenants with the Landlord as a primary obligation and on a full and unqualified indemnity basis, as follows:

- A. The Assignee will until he is released from liability by the Landlord and Tenant (Covenants) Act 1995 throughout the Term pay the rents payable under this Lease on the date on which rent is due and payable and will comply with all the obligations and conditions contained in the Lease and in any supplemental document relating to any other matter.
- B. In default of compliance the Tenant will pay the rent or (as appropriate) comply with the obligation or condition in respect of which the Assignee has defaulted and the Tenant will make good to the Landlord on demand all costs, damage, expense and liabilities resulting from any such default.
- C. As and when called upon to do so by either the Landlord or the Assignee the Tenant will enter into any supplemental document for the purpose of consenting to the supplemental document and confirming that all covenants by the Tenant will remain in full force and effect.
- D. The Tenant's liability will not be affected or released by:
 - 1. any time or indulgence granted by the Landlord to the Assignee
 - 2. any variation of or addition to or reduction from the terms of this Lease or any supplemental document
 - 3. any non-acceptance of rent in circumstances where the Landlord have reason too suspect a breach of covenant by the Assignee
 - 4. a surrender of part of the Property (except that the Tenant) will have no liability in relation to the surrendered part in respect of any period following the date of the surrender)
 - 5. any other act or thing by virtue of which but for this provision the Tenant would have been released
 - 6. any document which has the effect of operating as a deed of surrender and re-grant
 - 7. incapacity or change in the name style or constitution of the Assignee

- E. As a separate and independent obligation, the Tenant agrees that if any obligation or liability of the Assignee under the Lease or under any supplemental document is not or ceases to be valid or enforceable against the Assignee on any ground, the Tenant will nevertheless be liable to the Landlord as if the Tenant were the principal debtor in respect of the relevant purported obligation or liability and it was fully enforceable. The Tenant indemnifies the Landlord against all damages, losses, costs and expenses arising from any failure of the Assignee to perform or discharge any such obligation or liability.
- F. The Tenant warrants that it has not taken or received and undertakes that until all the Tenant's liabilities have been fully discharged it will not take or receive the benefit of any such security from the Assignee or any other person in respect of its obligations under the Lease
- G. Until all the Tenant's liabilities have been fully discharged (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) the Tenant covenants that it will not without the prior written consent of the Landlord:
1. exercise any rights of subrogation, reimbursement or indemnity which it may have against the Assignees:
 2. demand or accept repayment of any indebtedness due to it from the Assignees:
 3. take any step to enforce any right which it may have against the Assignees or any other person liable in respect of any of its liabilities:
 4. claim any set-off or counterclaim against the Assignee or any other person liable or claim or provide in competition with the Landlord in the Assignees' bankruptcy or liquidation on terms that the benefit of such proof and of all money received by it in respect of such proof shall be held on trust for the Landlord and applied towards discharge of the Tenant's liabilities in such manner as the Landlord may direct.
- H. The Tenant takes or receives the benefit of any security or receives or recovers any money or other property it will hold that security money or other property on trust for the Landlord and will deliver the same to the Landlord on demand.
- I. The Tenant will reimburse the Landlord on demand for all reasonable legal and other costs, charges and expenses, which may reasonably be incurred by the Landlord in relation to the enforcement of the Tenant's covenants.
- J. All payments to be made by the Tenant are to be made in full without any set-off condition or counterclaim and subject as provided below, free and clear of any deduction or withholding. If at any time any applicable law, regulation requirement or any governmental

authority, monetary agency or central bank requires the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withhold or by reason of any increased payment not being made on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid

- K. Each of the provisions of this Guarantee is distinct and severable from the others and if at any time one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- L. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets, by any other person, or any reconstruction or reorganisation of any kind, to the intent that the Tenant's obligations under this Clause will remain valid and effective in all respect in favour of any successor in title to the Landlord.
- M. If a liquidator or trustee in bankruptcy surrenders or disclaims this Lease or if this Lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same Rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.
- N. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from it or until the Property become re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.

Signed as a Deed by the said **BIPINCHANDRA PATEL**
In the presence of :-

Witness signature.....

Witness address.....

.....

Signed as a Deed by the said **KISHORE PATEL**
In the presence of :-

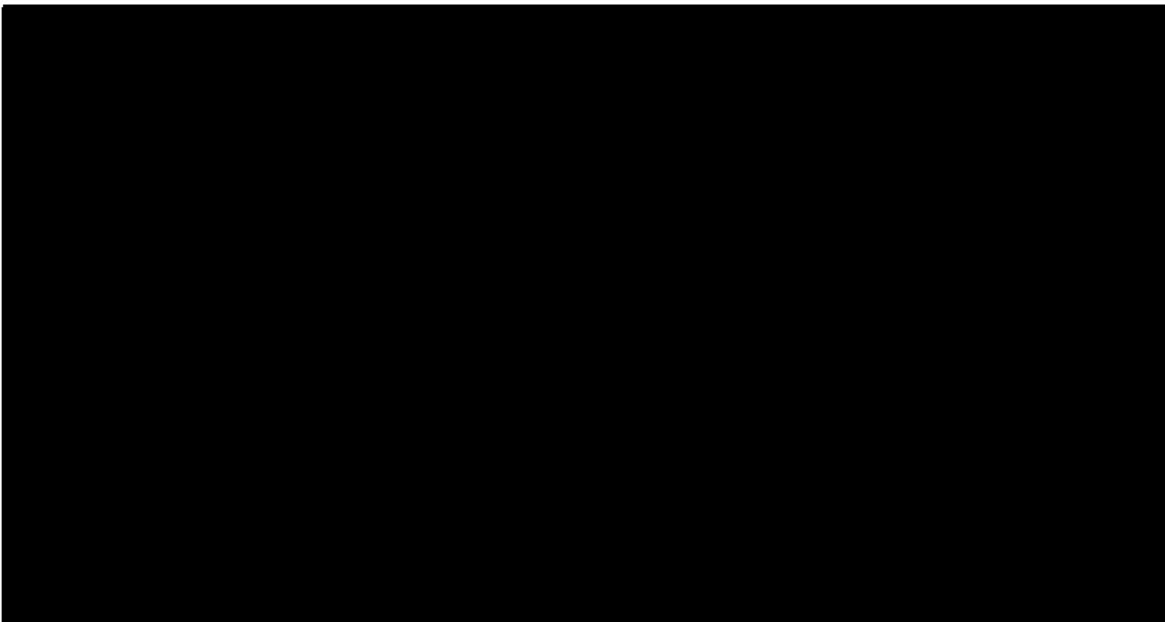
Witness signature.....

Witness address.....

.....

Executed as a Deed by **ERICO ENTERTAINMENT LIMITED** acting by a Director in the presence of :-

Witness signature.....



DATED 26th July 2024

LICENCE TO ASSIGN

relating to

Ground Floor and Basement Premises

516 Old Kent Road

London SE1 5BA

Between

BIPINCHANDRA PATEL AND KISHORE PATEL

and

ERICO ENTERTAINMENT LIMITED

and

HANSON ENT LIMITED

**Hanne & Co Solicitors
The Candle Factory
112 York Road
Battersea
London SW11 3RS**

(reference TM /PAT251/2)

This deed is dated day of

26th July

2024

HM Land Registry

Landlord's title number: 152603

Tenant's title number: TGL535194

Parties

- (1) **BIPINCHANDRA PATEL and KISHORE PATEL** of 5 Grimwade Avenue, Croydon Surrey CR0 5DJ (Landlords)
- (2) **ERICO ENTERTAINMENT LIMITED** of 516 Old Kent Road London SE1 5BA (Tenants)
- (3) **HANSON ENT LIMITED** of 516 Old Kent Road London SE1 5BA (Assignees)

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Assignee's Solicitors: Burgess Okoh Saunders Solicitors of 39 Dover St, London W1S 4NN

Authorised Guarantee Agreement: the authorised guarantee agreement in Schedule 1 and incorporated into this licence.

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

Landlord's Solicitors: Hanne & Co Solicitors LLP of The Candle Factory 112 York Road, Battersea, London, England, SW11 3RS (Ref: TM/PAT251-2)

Lease: a lease dated 30th August 2019 for a term of ten years and six months of the Ground Floor and Basement of 516 Old Kent Road London SE1 5BA and made between

(1) the Lender and (2) the Tenant and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: Ground Floor and Basement of 516 Old Kent Road London SE1 5BA as demised by the Lease.

Rent Deposit Deed: a rent deposit deed in the form attached to this licence.

Tenant's Solicitors: Atlantic Solicitors, 2nd Floor Rear, Thames House, 3 Wellington Street London SE18 6NY

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause 1.4 and clause 2, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 References to the Assignee's Guarantor include a reference to the personal representatives of any individual who compromises the Assignee's Guarantor.
- 1.5 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.6 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.12 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 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.
- 1.14 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 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.
- 1.19 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Consent to assign

- 2.1 Subject to clause 2.2, clause 2.3, and clause 2.4, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.
- 2.3 Simultaneously with completion of this licence:
the Tenant shall execute and deliver the Authorised Guarantee Agreement to the Landlord as a deed.
- 2.4 On completion of the assignment:

- (a) the Assignee shall execute and deliver to the Landlord the Rent Deposit Deed as a deed and pay the Initial Deposit (as defined in the Rent Deposit Deed) by Electronic Payment to the Landlord.
- 2.5 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.
- 2.6 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.
- 2.7 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.
- 3. Obligations relating to the assignment**
- 3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.
- 3.2 The Assignee hereby covenants with the Landlord from the date on which the Lease shall be assigned to the Assignee and thenceforth during the residue of the term granted by the Lease the Assignee shall pay the rents and any interim rent determined under LTA 1954 and all other sums reserved and made payable by the Lease in the manner and at the times therein specified and shall perform and observe all the tenant's covenants and the other provisions contained in the Lease and in particular shall not assign underlet or part with possession or occupation of the Property or any part thereof except in accordance with and subject to the covenants conditions and provisions in the Lease.
- 3.3 Within one month after completion of the assignment, the Assignee shall:
 - (a) notify the Landlord of completion;
 - (b) send the Landlord a certified copy of the assignment; and
 - (c) pay the Landlord's registration fee of £75 plus value added tax.
- 4. Authorised Guarantee Agreement**
- 4.1 The Authorised Guarantee Agreement is an authorised guarantee agreement for the purposes of section 16 of the LTCA 1995.
- 4.2 The Authorised Guarantee Agreement shall take effect on the date of the assignment of the Lease.

5. Costs

On completion of this licence the Assignee shall pay the reasonable costs and disbursements of the Landlord's solicitors and its managing agents in connection with this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

6. The right of re-entry in the Lease

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

7. Indemnity

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

8. Notices

8.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.

8.2 A notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

8.3 A notice given under this licence is not valid if sent by fax or email.

8.4 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.

9. Liability

9.1 The obligations of each of the Tenant and the Assignee and the Assignee's Guarantor in this licence are owed to the Landlord.

9.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed 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.

10. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11. Registration at the Land Registry

The Assignee shall:

- (a) apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month after the registration has been completed.

12. Governing Law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13. Tenants and Assignees obligations to pay arrears of rent

13.1 The Tenants agree there are arrears of Rent owing to the Landlords up to 24th June 2024 in the sum of £36,250.00 and covenants with the Landlords to pay the said amount to the Landlords within eighteen months from the date of this licence.

13.2 The Assignees hereby covenants with the Landlords if the Tenants do not pay the said arrears of rent mentioned in clause 13.1 above within the time limit mentioned therein, they will pay the said arrears of £36,250.00 to the Landlords immediately.

14. Jurisdiction

Each party to this licence irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Authorised guarantee agreement

Any covenant from a Tenant given under this Lease will be in a form set out below:

The Tenant covenants with the Landlord as a primary obligation and on a full and unqualified indemnity basis, as follows:

- A. The Assignee will until he is released from liability by the Landlord and Tenant (Covenants) Act 1995 throughout the Term pay the rents payable under this Lease on the date on which rent is due and payable and will comply with all the obligations and conditions contained in the Lease and in any supplemental document relating to any other matter.
- B. In default of compliance the Tenant will pay the rent or (as appropriate) comply with the obligation or condition in respect of which the Assignee has defaulted and the Tenant will make good to the Landlord on demand all costs, damage, expense and liabilities resulting from any such default.
- C. As and when called upon to do so by either the Landlord or the Assignee the Tenant will enter into any supplemental document for the purpose of consenting to the supplemental document and confirming that all covenants by the Tenant will remain in full force and effect.
- D. The Tenant's liability will not be affected or released by:
 - 1. any time or indulgence granted by the Landlord to the Assignee
 - 2. any variation of or addition to or reduction from the terms of this Lease or any supplemental document
 - 3. any non-acceptance of rent in circumstances where the Landlord have reason too suspect a breach of covenant by the Assignee
 - 4. a surrender of part of the Property (except that the Tenant) will have no liability in relation to the surrendered part in respect of any period following the date of the surrender)
 - 5. any other act or thing by virtue of which but for this provision the Tenant would have been released
 - 6. any document which has the effect of operating as a deed of surrender and re-grant
 - 7. incapacity or change in the name style or constitution of the Assignee

- E. As a separate and independent obligation, the Tenant agrees that if any obligation or liability of the Assignee under the Lease or under any supplemental document is not or ceases to be valid or enforceable against the Assignee on any ground, the Tenant will nevertheless be liable to the Landlord as if the Tenant were the principal debtor in respect of the relevant purported obligation or liability and it was fully enforceable. The Tenant indemnifies the Landlord against all damages, losses, costs and expenses arising from any failure of the Assignee to perform or discharge any such obligation or liability.
- F. The Tenant warrants that it has not taken or received and undertakes that until all the Tenant's liabilities have been fully discharged it will not take or receive the benefit of any such security from the Assignee or any other person in respect of its obligations under the Lease
- G. Until all the Tenant's liabilities have been fully discharged (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) the Tenant covenants that it will not without the prior written consent of the Landlord:
1. exercise any rights of subrogation, reimbursement or indemnity which it may have against the Assignees:
 2. demand or accept repayment of any indebtedness due to it from the Assignees:
 3. take any step to enforce any right which it may have against the Assignees or any other person liable in respect of any of its liabilities:
 4. claim any set-off or counterclaim against the Assignee or any other person liable or claim or provide in competition with the Landlord in the Assignees' bankruptcy or liquidation on terms that the benefit of such proof and of all money received by it in respect of such proof shall be held on trust for the Landlord and applied towards discharge of the Tenant's liabilities in such manner as the Landlord may direct.
- H. The Tenant takes or receives the benefit of any security or receives or recovers any money or other property it will hold that security money or other property on trust for the Landlord and will deliver the same to the Landlord on demand.
- I. The Tenant will reimburse the Landlord on demand for all reasonable legal and other costs, charges and expenses, which may reasonably be incurred by the Landlord in relation to the enforcement of the Tenant's covenants.
- J. All payments to be made by the Tenant are to be made in full without any set-off condition or counterclaim and subject as provided below, free and clear of any deduction or withholding. If at any time any applicable law, regulation requirement or any governmental

authority, monetary agency or central bank requires the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withhold or by reason of any increased payment not being made on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid

- K. Each of the provisions of this Guarantee is distinct and severable from the others and if at any time one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- L. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets, by any other person, or any reconstruction or reorganisation of any kind, to the intent that the Tenant's obligations under this Clause will remain valid and effective in all respect in favour of any successor in title to the Landlord.
- M. If a liquidator or trustee in bankruptcy surrenders or disclaims this Lease or if this Lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same Rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.
- N. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from it or until the Property become re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.

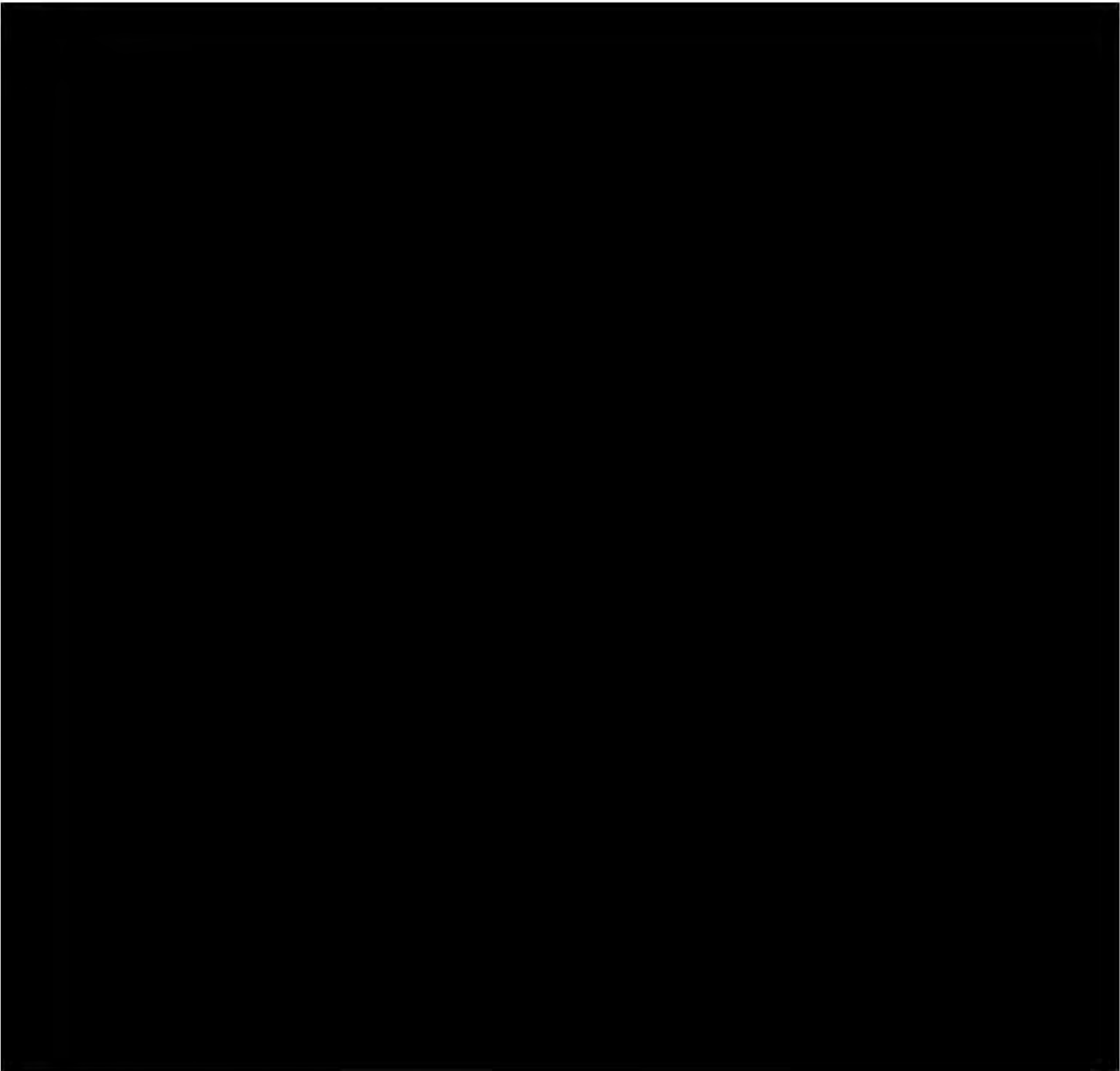
anytime, messengers or other bank agents the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains free from any liability in respect of such deduction (withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withholding or by reason of any increased payment due from the Tenant on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount of any (a) paid or payable in respect of any deduction or withholding as aforesaid.

2. Each of the provisions of this Guarantee shall be severable from the other and if any one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

3. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets by any other person or any reconstitution or reorganisation of kind, so long as the Tenant's obligations under this Clause will remain valid and effective in all respects in favour of any successor in title to the Landlord.

4. If a landlord or trustee is permitted, authorized or declares the Lease or if the lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as the case may be) and in such case the Tenant will pay the cost of that new lease (as agreed to and advised a counterpart of it to the Landlord).

5. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause 4, the Tenant will nevertheless, upon demand by the Landlord, a sum equal to the rent which would have been payable under the Lease for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from the date the Property becomes vacant by the Landlord, whichever occurs first together with all interest or rent accruing under the Lease.



Executed as a Deed by **HANSON ENT
LIMITED** acting by a Director in the presence of :

Witness signature.....

Witness address.....

.....

Signed as a Deed by the said BIPINCHANDRA PATEL
in the presence of :-

Witness signature _____

Witness address _____

Signed as a Deed by the said KISHORE PATEL
in the presence of :-

Witness signature _____

Witness address _____

Executed as a Deed by ERIC ENTERTAINMENT
LIMITED acting by a Director in the presence of :-

Witness signature _____

Witness address _____

Executed as a Deed by HARBOR ENT
LIMITED acting by a Director in the presence of :-

Witness signature _____

Witness address _____

DATED 26th July 2024

AUTHORISED GUARANTEE AGREEMENT

relating to

Ground Floor and Basement 516 Old Kent Road London SE1 5BA

between

BIPINCHANDRA PATEL and KISHORE PATEL

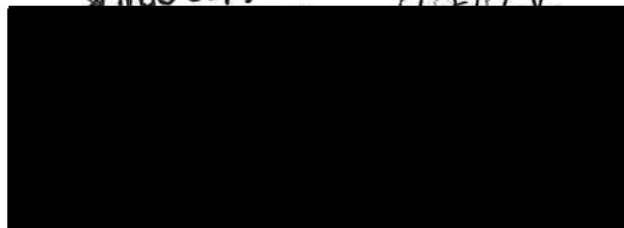
and

ERICO ENTERTAINMENT LIMITED

and

HANSON ENT LTD

I hereby certify that this is
a true copy of the original



The Candle Factory
112 York Road
Battersea London SW11 3RS
(TM /PAT251-2)

This deed is dated day of 26th July 2024

HM Land Registry

Landlord's title number: 152603

Tenant's title number: TGL535194

Parties

- (1) **BIPINCHANDRA PATEL AND KISHORE PATEL** of 5 Grimwade Avenue, Croydon, Surrey CR0 5DJ (**Landlord**)
- (2) **ERICO ENTERTAINMENT LIMITED** of 516 Old Kent Road, London SE1 5BA (**Tenant**)
- (3) **HANSON ENT LTD** of 516 Old Kent Road, London SE1 5BA (**Assignee**)

BACKGROUND

- (A) This agreement is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, has agreed to enter into an authorised guarantee agreement with the Landlord.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Assignee's Solicitors: Burgess Okoh Saunders Solicitors of 39 Dover St, London W1S 4NN

Authorised Guarantee Agreement: this authorised guarantee agreement dated _____ day of _____ 2024.

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

Landlord's Solicitors: Hanne & Co LLP of The Candle Factory 112 York Road, Battersea, London, England, SW11 3RS.

2

I hereby certify that this is
a true copy of the original



Handwritten signature
VICENTE VARGAS-094

Lease: a lease dated 30th August 2019 for a term of ten years and six months of the Ground Floor and Basement 516 Old Kent Road London SE1 5BA made between the Landlord (1) and Tenant (2) and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: Ground Floor and Basement 516 Old Kent Road London SE1 5BA as demised by the Lease.

Tenant's Solicitors: Atlantic Solicitors, 2nd Floor Rear, Thames House, 3 Wellington Street London SE18 6NY

References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in Error! Bookmark not defined. clause 1.5, references to the **Assignee** include a reference to its successors in title and assigns.

- 1.2 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.3 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 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.
- 1.10 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.12 A reference to **this agreement** or to any other document referred to in this agreement is a reference to this agreement or such other document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 Unless the context otherwise requires, references to clauses are to the clauses of this agreement.
- 1.14 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.
- 1.15 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Guarantee and indemnity

The Tenant covenants with the Landlord as a primary obligation and on a full and unqualified indemnity basis, as follows:

- A. The Assignee will until he is released from liability by the Landlord and Tenant (Covenants) Act 1995 throughout the Term pay the rents payable under this Lease on the date on which rent is due and payable and will comply with all the obligations and conditions contained in the Lease and in any supplemental document relating to any other matter.
- B. In default of compliance the Tenant will pay the rent or (as appropriate) comply with the obligation or condition in respect of which the Assignee has defaulted and the Tenant will make good to the Landlord on demand all costs, damage, expense and liabilities resulting from any such default.
- C. As and when called upon to do so by either the Landlord or the Assignee the Tenant will enter into any supplemental document for the purpose of consenting to the supplemental document and confirming that all covenants by the Tenant will remain in full force and effect.
- D. The Tenant's liability will not be affected or released by:
1. any time or indulgence granted by the Landlord to the Assignee
 2. any variation of or addition to or reduction from the terms of this Lease or any supplemental document
 3. any non-acceptance of rent in circumstances where the Landlord have reason too suspect a breach of covenant by the Assignee

I hereby certify that this is
copy of the original

VICTOR UYING
CLU-096

4. a surrender of part of the Property (except that the Tenant) will have no liability in relation to the surrendered part in respect of any period following the date of the surrender)
 5. any other act or thing by virtue of which but for this provision the Tenant would have been released
 6. any document which has the effect of operating as a deed of surrender and re-grant
 7. incapacity or change in the name style or constitution of the Assignee
- E. As a separate and independent obligation, the Tenant agrees that if any obligation or liability of the Assignee under the Lease or under any supplemental document is not or ceases to be valid or enforceable against the Assignee on any ground, the Tenant will nevertheless be liable to the Landlord as if the Tenant were the principal debtor in respect of the relevant purported obligation or liability and it was fully enforceable. The Tenant indemnifies the Landlord against all damages, losses, costs and expenses arising from any failure of the Assignee to perform or discharge any such obligation or liability.
- F. The Tenant warrants that it has not taken or received and undertakes that until all the Tenant's liabilities have been fully discharged it will not take or receive the benefit of any such security from the Assignee or any other person in respect of its obligations under the Lease
- G. Until all the Tenant's liabilities have been fully discharged (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) the Tenant covenants that it will not without the prior written consent of the Landlord:
1. exercise any rights of subrogation, reimbursement or indemnity which it may have against the Assignees:
 2. demand or accept repayment of any indebtedness due to it from the Assignees:
 3. take any step to enforce any right which it may have against the Assignees or any other person liable in respect of any of its liabilities:
 4. claim any set-off or counterclaim against the Assignee or any other person liable or claim or provide in competition with the Landlord in the Assignees' bankruptcy or liquidation on terms that the benefit of such proof and of all money received by it in respect of such proof shall be held on trust for the Landlord and applied towards discharge of the Tenant's liabilities in such manner as the Landlord may direct.



- H. The Tenant takes or receives the benefit of any security or receives or recovers any money or other property it will hold that security money or other property on trust for the Landlord and will deliver the same to the Landlord on demand.
- I. The Tenant will reimburse the Landlord on demand for all reasonable legal and other costs, charges and expenses, which may reasonably be incurred by the Landlord in relation to the enforcement of the Tenant's covenants.
- J. All payments to be made by the Tenant are to be made in full without any set-off condition or counterclaim and subject as provided below, free and clear of any deduction or withholding. If at any time any applicable law, regulation requirement or any governmental authority, monetary agency or central bank requires the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withhold or by reason of any increased payment not being made on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid
- K. Each of the provisions of this Guarantee is distinct and severable from the others and if at any time one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- L. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets, by any other person, or any reconstruction or reorganisation of any kind, to the intent that the Tenant's obligations under this Clause will remain valid and effective in all respect in favour of any successor in title to the Landlord.
- M. If a liquidator or trustee in bankruptcy surrenders or disclaims this Lease or if this Lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same Rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as

the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.

N. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from it or until the Property become re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.

Signed as a Deed by the said **BIPINCHANDRA PATEL**
In the presence of :-

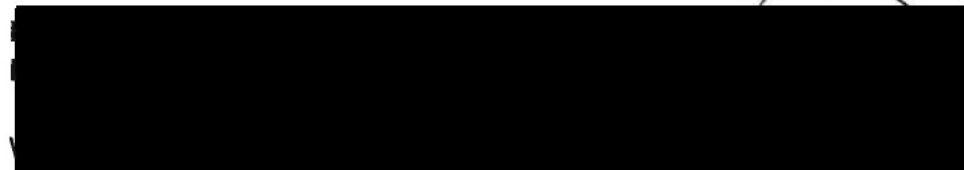
Witness signature.....

Witness address.....

Signed as a Deed by the said **KISHORE PATEL**
In the presence of :-

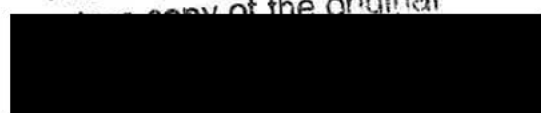
Witness signature.....

Witness address.....



Witness address.....
Commissioners for Oaths
2nd Floor Rear, Thames House,
3 Wellington Street, London SE18 6NY
Tel: 020 8855 4111 Fax: +44 20 8043 2769
www.atlanticsolicitors.com
Email: admin@atlanticsolicitors.com

I hereby certify that this is
a true copy of the original



Executed as a Deed by **HANSON ENT LTD** acting by a Director in the presence of :

Witness signature.....

Witness address.....

.....

I hereby certify that this is a true and correct copy of the original document.



DATED 26 July 2024

AUTHORISED GUARANTEE AGREEMENT

relating to

Ground Floor and Basement 516 Old Kent Road London SE1 5BA

between

BIPINCHANDRA PATEL and KISHORE PATEL

and

ERICO ENTERTAINMENT LIMITED

and

HANSON ENT LTD

Hanne & Co
Solicitors
The Candle Factory
112 York Road
Battersea London SW11 3RS
(TM /PAT251-2)

This deed is dated day of

26 July

2024

HM Land Registry

Landlord's title number: 152603

Tenant's title number: TGL535194

Parties

- (1) **BIPINCHANDRA PATEL AND KISHORE PATEL** of 5 Grimwade Avenue, Croydon, Surrey CR0 5DJ (**Landlord**)
- (2) **ERICO ENTERTAINMENT LIMITED** of 516 Old Kent Road, London SE1 5BA (**Tenant**)
- (3) **HANSON ENT LTD** of 516 Old Kent Road, London SE1 5BA (**Assignee**)

BACKGROUND

- (A) This agreement is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, has agreed to enter into an authorised guarantee agreement with the Landlord.

AGREED TERMS

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1.1 Definitions:

Assignee's Solicitors: Burgess Okoh Saunders Solicitors of 39 Dover St, London W1S 4NN

Authorised Guarantee Agreement: this authorised guarantee agreement dated
day of 2024.

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

Landlord's Solicitors: Hanne & Co LLP of The Candle Factory 112 York Road, Battersea, London, England, SW11 3RS.

Lease: a lease dated 30th August 2019 for a term of ten years and six months of the Ground Floor and Basement 516 Old Kent Road London SE1 5BA made between the Landlord (1) and Tenant (2) and all documents supplemental or collateral to that lease.

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LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: Ground Floor and Basement 516 Old Kent Road London SE1 5BA as demised by the Lease.

Tenant's Solicitors: Atlantic Solicitors, 2nd Floor Rear, Thames House, 3 Wellington Street London SE18 6NY

References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in clause 1.5, references to the **Assignee** include a reference to its successors in title and assigns.

- 1.2 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.3 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 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.
- 1.10 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.12 A reference to **this agreement** or to any other document referred to in this agreement is a reference to this agreement or such other document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 Unless the context otherwise requires, references to clauses are to the clauses of this agreement.
- 1.14 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.
- 1.15 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Guarantee and indemnity

The Tenant covenants with the Landlord as a primary obligation and on a full and unqualified indemnity basis, as follows:

- A. The Assignee will until he is released from liability by the Landlord and Tenant (Covenants) Act 1995 throughout the Term pay the rents payable under this Lease on the date on which rent is due and payable and will comply with all the obligations and conditions contained in the Lease and in any supplemental document relating to any other matter.
- B. In default of compliance the Tenant will pay the rent or (as appropriate) comply with the obligation or condition in respect of which the Assignee has defaulted and the Tenant will make good to the Landlord on demand all costs, damage, expense and liabilities resulting from any such default.
- C. As and when called upon to do so by either the Landlord or the Assignee the Tenant will enter into any supplemental document for the purpose of consenting to the supplemental document and confirming that all covenants by the Tenant will remain in full force and effect.
- D. The Tenant's liability will not be affected or released by:
1. any time or indulgence granted by the Landlord to the Assignee
 2. any variation of or addition to or reduction from the terms of this Lease or any supplemental document
 3. any non-acceptance of rent in circumstances where the Landlord have reason too suspect a breach of covenant by the Assignee

4. a surrender of part of the Property (except that the Tenant) will have no liability in relation to the surrendered part in respect of any period following the date of the surrender)
 5. any other act or thing by virtue of which but for this provision the Tenant would have been released
 6. any document which has the effect of operating as a deed of surrender and re-grant
 7. incapacity or change in the name style or constitution of the Assignee
- E. As a separate and independent obligation, the Tenant agrees that if any obligation or liability of the Assignee under the Lease or under any supplemental document is not or ceases to be valid or enforceable against the Assignee on any ground, the Tenant will nevertheless be liable to the Landlord as if the Tenant were the principal debtor in respect of the relevant purported obligation or liability and it was fully enforceable. The Tenant indemnifies the Landlord against all damages, losses, costs and expenses arising from any failure of the Assignee to perform or discharge any such obligation or liability.
- F. The Tenant warrants that it has not taken or received and undertakes that until all the Tenant's liabilities have been fully discharged it will not take or receive the benefit of any such security from the Assignee or any other person in respect of its obligations under the Lease
- G. Until all the Tenant's liabilities have been fully discharged (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) the Tenant covenants that it will not without the prior written consent of the Landlord:
1. exercise any rights of subrogation, reimbursement or indemnity which it may have against the Assignees:
 2. demand or accept repayment of any indebtedness due to it from the Assignees:
 3. take any step to enforce any right which it may have against the Assignees or any other person liable in respect of any of its liabilities:
 4. claim any set-off or counterclaim against the Assignee or any other person liable or claim or provide in competition with the Landlord in the Assignees' bankruptcy or liquidation on terms that the benefit of such proof and of all money received by it in respect of such proof shall be held on trust for the Landlord and applied towards discharge of the Tenant's liabilities in such manner as the Landlord may direct.

- H. The Tenant takes or receives the benefit of any security or receives or recovers any money or other property it will hold that security money or other property on trust for the Landlord and will deliver the same to the Landlord on demand.
- I. The Tenant will reimburse the Landlord on demand for all reasonable legal and other costs, charges and expenses, which may reasonably be incurred by the Landlord in relation to the enforcement of the Tenant's covenants.
- J. All payments to be made by the Tenant are to be made in full without any set-off condition or counterclaim and subject as provided below, free and clear of any deduction or withholding. If at any time any applicable law, regulation requirement or any governmental authority, monetary agency or central bank requires the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withhold or by reason of any increased payment not being made on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid
- K. Each of the provisions of this Guarantee is distinct and severable from the others and if at any time one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- L. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets, by any other person, or any reconstruction or reorganisation of any kind, to the intent that the Tenant's obligations under this Clause will remain valid and effective in all respect in favour of any successor in title to the Landlord.
- M. If a liquidator or trustee in bankruptcy surrenders or disclaims this Lease or if this Lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same Rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as

the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.

- N. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from it or until the Property become re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.

Signed as a Deed by the said **BIPINCHANDRA PATEL**
In the presence of :-

Witness signature.....

Witness address.....

.....

Signed as a Deed by the said **KISHORE PATEL**
In the presence of :-

Witness signature.....

Witness address.....

.....

Executed as a Deed by **ERICO ENTERTAINMENT LIMITED** acting by a Director in the presence of :

Witness signature.....

Witness address.....

.....

Executed as a Deed
LTD acting by a Director

Witness signature.

Witness address

London W1S 4NN

DATED 26th July 2024

AUTHORISED GUARANTEE AGREEMENT

relating to

Ground Floor and Basement 516 Old Kent Road London SE1 5BA

between

BIPINCHANDRA PATEL and KISHORE PATEL

and

ERICO ENTERTAINMENT LIMITED

and

HANSON ENT LIMITED

Hanne & Co
Solicitors
The Candle Factory
112 York Road
Battersea London SW11 3RS
(TM /PAT251-2)

This deed is dated day of

26th July

2024

HM Land Registry

Landlord's title number: 152603

Tenant's title number: TGL535194

Parties

- (1) **BIPINCHANDRA PATEL AND KISHORE PATEL** of 5 Grimwade Avenue, Croydon, Surrey CR0 5DJ (**Landlord**)
- (2) **ERICO ENTERTAINMENT LIMITED** of 516 Old Kent Road, London SE1 5BA (**Tenants**)
- (3) **HANSON ENT LIMITED** of 516 Old Kent Road, London SE1 5BA (**Assignees**)

BACKGROUND

- (A) This agreement is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, has agreed to enter into an authorised guarantee agreement with the Landlord.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Assignee's Solicitors: Burgess Okoh Saunders Solicitors of 39 Dover St, London W1S 4NN

Authorised Guarantee Agreement: this authorised guarantee agreement dated 26th day of July 2024.

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

Landlord's Solicitors: Hanne & Co LLP of The Candle Factory 112 York Road, Battersea, London, England, SW11 3RS.

Lease: a lease dated 30th August 2019 for a term of ten years and six months of the Ground Floor and Basement 516 Old Kent Road London SE1 5BA made between the Landlord (1) and Tenant (2) and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: Ground Floor and Basement 516 Old Kent Road London SE1 5BA as demised by the Lease.

Tenant's Solicitors: Atlantic Solicitors, 2nd Floor Rear, Thames House, 3 Wellington Street London SE18 6NY

References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in **Error! Bookmark not defined.1.5**, references to the **Assignee** include a reference to its successors in title and assigns.

- 1.2 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.3 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 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.
- 1.10 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.12 A reference to **this agreement** or to any other document referred to in this agreement is a reference to this agreement or such other document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 Unless the context otherwise requires, references to clauses are to the clauses of this agreement.
- 1.14 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.
- 1.15 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Guarantee and indemnity

The Tenant covenants with the Landlord as a primary obligation and on a full and unqualified indemnity basis, as follows:

- A. The Assignee will until he is released from liability by the Landlord and Tenant (Covenants) Act 1995 throughout the Term pay the rents payable under this Lease on the date on which rent is due and payable and will comply with all the obligations and conditions contained in the Lease and in any supplemental document relating to any other matter.
- B. In default of compliance the Tenant will pay the rent or (as appropriate) comply with the obligation or condition in respect of which the Assignee has defaulted and the Tenant will make good to the Landlord on demand all costs, damage, expense and liabilities resulting from any such default.
- C. As and when called upon to do so by either the Landlord or the Assignee the Tenant will enter into any supplemental document for the purpose of consenting to the supplemental document and confirming that all covenants by the Tenant will remain in full force and effect.
- D. The Tenant's liability will not be affected or released by:
1. any time or indulgence granted by the Landlord to the Assignee
 2. any variation of or addition to or reduction from the terms of this Lease or any supplemental document
 3. any non-acceptance of rent in circumstances where the Landlord have reason too suspect a breach of covenant by the Assignee

4. a surrender of part of the Property (except that the Tenant) will have no liability in relation to the surrendered part in respect of any period following the date of the surrender)
 5. any other act or thing by virtue of which but for this provision the Tenant would have been released
 6. any document which has the effect of operating as a deed of surrender and re-grant
 7. incapacity or change in the name style or constitution of the Assignee
- E. As a separate and independent obligation, the Tenant agrees that if any obligation or liability of the Assignee under the Lease or under any supplemental document is not or ceases to be valid or enforceable against the Assignee on any ground, the Tenant will nevertheless be liable to the Landlord as if the Tenant were the principal debtor in respect of the relevant purported obligation or liability and it was fully enforceable. The Tenant indemnifies the Landlord against all damages, losses, costs and expenses arising from any failure of the Assignee to perform or discharge any such obligation or liability.
- F. The Tenant warrants that it has not taken or received and undertakes that until all the Tenant's liabilities have been fully discharged it will not take or receive the benefit of any such security from the Assignee or any other person in respect of its obligations under the Lease
- G. Until all the Tenant's liabilities have been fully discharged (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) the Tenant covenants that it will not without the prior written consent of the Landlord:
1. exercise any rights of subrogation, reimbursement or indemnity which it may have against the Assignees:
 2. demand or accept repayment of any indebtedness due to it from the Assignees:
 3. take any step to enforce any right which it may have against the Assignees or any other person liable in respect of any of its liabilities:
 4. claim any set-off or counterclaim against the Assignee or any other person liable or claim or provide in competition with the Landlord in the Assignees' bankruptcy or liquidation on terms that the benefit of such proof and of all money received by it in respect of such proof shall be held on trust for the Landlord and applied towards discharge of the Tenant's liabilities in such manner as the Landlord may direct.

- H. The Tenant takes or receives the benefit of any security or receives or recovers any money or other property it will hold that security money or other property on trust for the Landlord and will deliver the same to the Landlord on demand.
- I. The Tenant will reimburse the Landlord on demand for all reasonable legal and other costs, charges and expenses, which may reasonably be incurred by the Landlord in relation to the enforcement of the Tenant's covenants.
- J. All payments to be made by the Tenant are to be made in full without any set-off condition or counterclaim and subject as provided below, free and clear of any deduction or withholding. If at any time any applicable law, regulation requirement or any governmental authority, monetary agency or central bank requires the Tenant to make any deduction or withholding in respect of taxes, levies, duties, imposts or any charges from any payment due from the Tenant, the sum due from the Tenant in respect of that payment will be increased to the extent necessary to ensure that, after making the relevant deduction or withholding, the Landlord receives on the due date and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Tenant indemnifies the Landlord against any losses incurred by reason of any failure of the Tenant to make any such deduction or withhold or by reason of any increased payment not being made on the due date for such payment. The Tenant will promptly deliver to the Landlord any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid
- K. Each of the provisions of this Guarantee is distinct and severable from the others and if at any time one or more of the provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- L. The Tenant's obligations under this Clause will continue to bind the Tenant notwithstanding any change in the constitution of the Landlord or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets, by any other person, or any reconstruction or reorganisation of any kind, to the intent that the Tenant's obligations under this Clause will remain valid and effective in all respect in favour of any successor in title to the Landlord.
- M. If a liquidator or trustee in bankruptcy surrenders or disclaims this Lease or if this Lease becomes forfeited, the Tenant will at the request of the Landlord made within the three months following that surrender or disclaimer or forfeiture (as the case may be) take from the Landlord a lease of the Property for a term equal to the residue of the Term which would have remained had there been no surrender or disclaimer or forfeiture, at the same Rent and subject to the same obligations and conditions as are contained in this Lease. The lease is to take effect from the date of such surrender or disclaimer or forfeiture (as

the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.

- N. If the Landlord does not require the Tenant to take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or disclaimer or forfeiture (as the case may be) until the expiration of three months from it or until the Property become re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.



Executed as a Deed by **ERICO ENTERTAINMENT LIMITED** acting by a Director in the presence of :

Witness signature.....

Witness address.....

.....

(the case may be) and in such case the Tenant will pay the costs of that new lease and execute and deliver a counterpart of it to the Landlord.

M If the Landlord does not repudiate the Tenancy take a lease of the Property pursuant to the preceding Clause M, the Tenant will nevertheless upon demand pay to the Landlord a sum equal to the rent which would have been payable under the Lease but for the surrender or forfeiture or forfeiture (as the case may be) until the expiration of three months from or until the Property becomes re-let by the Landlord whichever occurs first together with all arrears of rent outstanding under the Lease.



Signed as a Deed by the said BINCHANDRA PATEL
in the presence of:

Witness signature: *[Signature]*
Witness address: *[Address]*



Signed as a Deed by the said KISHORE PATEL
in the presence of:

Witness signature: *[Signature]*
Witness address: *[Address]*

Executed as a Deed by ERICO ENTERTAINMENT
LIMITED acting by a Director in the presence of:

Witness signature:
Witness address:

Executed as a Deed by **HANSON ENT LIMITED**
acting by a Director in the presence of :

Witness signature.....

Witness address.....

.....

acted as a Clerk by HANSON ENT LIMITED
acting by Order in the presence of:

Witness signature.....

Witness address.....

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.


Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: TGL535194
2	Property: 516 Old Kent Road, London SE1 5BA
3	Date: 26/07/2024
4	Transferor: Erico Entertainment Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09977040 <u>For overseas companies</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

I certify this as a true


Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies. Add any modifications.

5	Transferee for entry in the register: Hanson ENT Ltd <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 15578279 <u>For overseas companies</u> (a) Territory of incorporation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
6	Transferee's intended address(es) for service for entry in the register: 516 Old Kent Road, London SE1 5BA
7	The transferor transfers the property to the transferee
8	Consideration <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): <input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
9	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee

I certify that this is a true copy of the original

UNION UNION TIME

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
- in the first box, or
- in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.


10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 Additional provisions

The Transferee covenant to observe and perform the covenants referred to in the Lease dated 30 August 2019 and to indemnify the Transferor against any future liability for their breach or non-observance.

I certify this as a true copy of the original


VICTOR UVAH KIKI

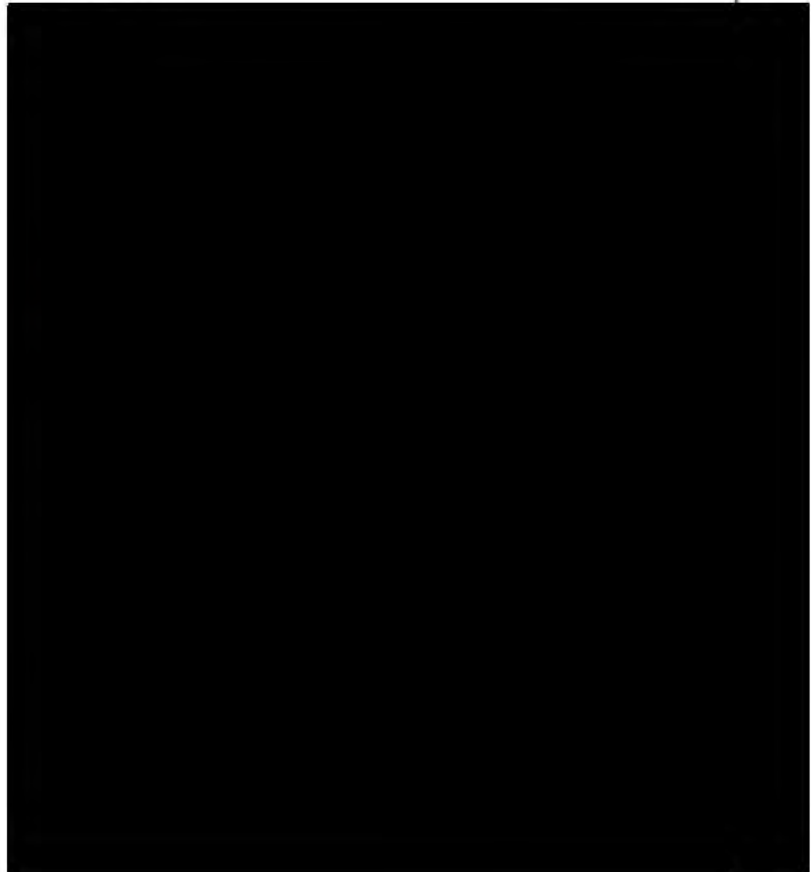
12 Execution

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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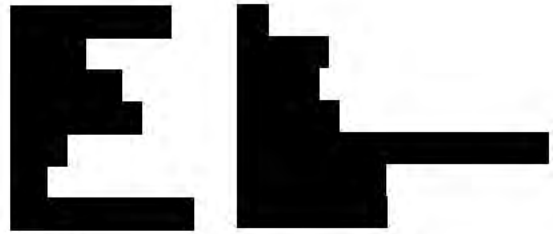
I certify this as a true copy of the original



Victor ...



MR E N DOE



www.halifax.co.uk

Ultimate Reward Current Account

15 February 2024 to 14 March 2024

Your Account



Type of Fee	Quantity	Total

The fees detailed above have been paid during this statement period.

The fees paid in this statement period are highlighted in the 'Fees Explained' section and on the reverse.

Your Interest Rates

Amount of Arranged Overdraft	Arranged Overdraft

We apply the daily interest rate shown above to your arranged overdraft balance at the end of the day

*EAR is the Equivalent Annual Rate. This is the annual interest rate of an overdraft. This means you are charged over the year based on how often and how much you are overdrawn by, and the effect of compounding it - charging interest on interest already charged. This interest rate does not include any other fees and charges.

Fees Explained

Monthly maintaining the account fee for Ultimate Reward Current Account is £17.00.

Other fees for special services are detailed in the Reward Payments and Account Fees leaflet, previously provided. If switching to us, different rates and fees may apply.

Turn over for more information on managing overdrafts

Things you need to know

Getting in touch



Write to us: Halifax,
PO Box 548, Leeds, LS1 1WU



Visit us in branch



Go online:
halifax.co.uk/contactus



Call: 0345 720 3040
8am-8pm, seven days a week

Ways to manage your account

Keep track of what's going in and coming out of your account at any time using:

- **Online Banking** - View and manage your accounts online - 24 hours a day, 7 days a week. Register at halifax.co.uk/onlinebanking
- **Mobile Banking** - Manage your account on the go with your mobile phone or tablet - 24 hours a day, 7 days a week. Download our app from Google Play or the App Store.
- **Telephone Banking** - Our automated service is available 24/7, or you can talk to us between 8am and 8pm, 7 days a week. Not all services are available 24 hours a day, 7 days a week.
- **Text Alerts** - We can also send you mobile alerts. Alerts can help you manage your money and avoid charges. They remind you when you need to pay cleared funds into your account. They can also help you avoid going into an unarranged overdraft or having payments refused. Unless you've opted out, you'll automatically receive alerts provided we have an up to date mobile number for you. Find out more at halifax.co.uk/mobilealerts

Overdrafts - choosing the right way to borrow

An arranged overdraft can help out when you need to borrow in the short term. For example to pay an unexpected bill. But if you use it often and don't reduce your balance, it can turn into an expensive way to borrow. Our cost calculator, which you can find online at halifax.co.uk/overdrafts tells you how much an arranged overdraft costs. You should consider if an arranged overdraft facility is the most suitable option for you to borrow money. If you need to borrow money for a longer time, there may be other options better suited to your needs. For more information visit halifax.co.uk/borrow or call us to talk through your options.

Check if your account is still right for you

Your account comes with a range of benefits and insurance cover, which you pay a monthly maintaining the account fee for. You'll find information about your cover, including contact details of the insurance provider(s), in the 'Getting Started Guide' provided to you when you opened your account. If you need a new copy call us or visit us in branch. It's also a good idea to regularly check the account and cover provided is still right for you by visiting halifax.co.uk/bankaccounts to see our latest current accounts.

Our interest rates

If we pay interest on your balance, your current interest rate is shown on the front of this statement. To find out what the interest rates are on our other accounts, visit halifax.co.uk/bankaccounts/rates-rewards-fees or ask us in branch.



Protecting yourself from fraud

- **Check your statements regularly** - If something doesn't look right or you spot a transaction on your statement you didn't make, call us straight away on 0800 500 3914 or +44 1132 888 408 if outside the UK. We may not be able to refund a payment on some types of account if you tell us more than 13 months after the date it happened.
- **Keep your statements in a safe place** - If you want to throw them away, you should do it in a secure way, like shredding them - please don't just put them in the bin.
- **Helping you stay protected** - We'll do all we can to help you avoid fraud. Visit halifax.co.uk/security for ways to protect yourself and information on the latest scams.
- **If your card, cheque book or PIN is lost or stolen** - Call us straight away on 0800 015 1515 or +44 (0) 113 242 8196 if outside the UK - lines are open 24/7.
- **The freeze card feature in our Mobile Banking app** lets you quickly freeze and unfreeze different types of transaction on your cards whenever you need to. Find out more at halifax.co.uk/aboutonline/download-apps/card-freezes

About the fees we charge if you use your card abroad

If you're planning to travel overseas, we advise you to take a range of currency options including foreign currency as well as your debit and credit card. To help protect you from fraud we always monitor transactions. In some circumstances this might mean we block your cash machine or card transactions in the UK or a foreign country. If this happens, just call us on 0345 720 3040. We'll ask you a few security questions and unblock your card for you.

If you use your card to withdraw cash or make a payment in a currency other than pounds, the amount is converted to pounds on the day it is processed by Visa using the Visa Payment Scheme exchange rate on the day. You can find the exchange rate by calling 0345 720 3040 (+44 113 242 1984 from overseas); if you call before the transaction is processed, the rate provided will be an indication only. You can find more information on our website about the exchange rates that apply to your transaction to help you compare them with other card issuers' rates.

If you use your savings card to withdraw cash in a currency other than pounds we'll charge a foreign currency transaction fee of 2.99% of the value of each transaction. This is a fee for currency conversion. If you use your savings card to withdraw cash in a currency other than pounds (at a cash machine) we will also charge a foreign currency cash fee of £1.50. Where you elect to allow the cash machine operator/financial service provider to make the conversion to pounds we will only charge a foreign cash fee of £1.50. The provider of the foreign currency may make a separate charge for conversion. We won't charge a foreign currency cash fee or a foreign cash fee if you withdraw euro within the EEA or UK.

If you use your debit card to withdraw cash or to make a payment in a currency other than pounds we'll charge a foreign currency transaction fee of 2.99% of the value of each transaction. This is a fee for currency conversion. When you use your debit card to make a purchase or other transaction (not cash withdrawal) in a currency other than pounds, whether in person or by internet or phone, we will also charge a £0.50 foreign currency purchase fee. We won't charge a foreign currency purchase fee if you make a payment in euro within the EEA or UK. If you use your debit card to withdraw cash in a currency other than pounds (at a cash machine or over the counter) we will also charge a foreign currency cash fee of £1.50. Where you elect to allow the cash machine operator/financial service provider to make the conversion to pounds we will only charge a foreign cash fee of £1.50. The provider of the foreign currency may make a separate charge for conversion. We won't charge a foreign currency cash fee or a foreign cash fee if you withdraw euro within the EEA or UK.

With Travel Ready you can use your debit card abroad as often as your like with no debit card fees for £7 a week. Add it to your account before you travel and it'll start on the date you tell us.

Keeping your data safe

We promise to keep your personal information safe and only use in the way you've asked. See our privacy notice at halifax.co.uk/privacy or call us for a copy on 0345 720 3040.

We're here for you if something isn't right

We want to make sure you're happy with the products and service we offer. But if something goes wrong, let us know and we'll do everything we can to put things right. If you're still not happy, you can ask the Financial Ombudsman Service to look at your concerns, for free.

The Financial Services Compensation Scheme (FSCS)

The deposits you hold with us are covered by the Financial Services Compensation Scheme (FSCS). Every year we'll send you an information sheet which tells you the types of deposits covered and the protection offered by the FSCS. For more information visit FSCS.org.uk



Protected

We send statements and other communications from time to time for legal reasons or to let you know about changes to your accounts or services.

When you call us your call may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

If your vision is impaired – please contact us for an alternative format such as large print, Braille or audio CD.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com. If you need support due to a disability please get in touch.

SignVideo services are also available if you're Deaf and use British Sign Language at halifax.co.uk/accessibility/signvideo

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Issue date: 9 April 2024

ERICO ENTERTAINMENT LIMITED



BUSINESS ACCOUNT

ERICO ENTERTAINMENT LIMITED

Account summary



Date	Payment Type	Details	Paid In (£)	Paid Out (£)	Balance (£)
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
03 Apr 24	FPI	E DOE INVOICE 300000001326748806 110285 10 03APR24 13:50	4,000.00	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The "Details" column in your statement shows the date that a Debit Card payment went into or came out of your account only if that happened on a weekend or a Bank Holiday.

Payment types:

- DEB - Debit Card
- FPO - Faster Payment
- CPT - Cashpoint
- PAY - Payment
- FPI - Faster Payment
- DEP - Deposit
- DD - Direct Debit



[Redacted]

Notification Of Charges

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted text block]

ERICO ENTERTAINMENT LIMITED

[Redacted text block]

[Redacted text block]

INTEREST RATES FOR THE PERIOD 12 MCH 24 TO 09 APR 24

Debit Rates 12 MCH 24 - 09 APR 24

[Redacted text block]

Unless otherwise specified in the account charges brochure which applies to this account, the charges for unauthorised borrowing and unpaid items are set out below

Unauthorised borrowing fee: £0.00 Unpaid item (cheque): £0.00
Unpaid item (direct debit): £0.00 Unpaid item (standing order): £0.00

If your account becomes overdrawn, or you exceed any agreed overdraft limit, we may allow an overdraft to be created or allow the agreed overdraft limit to be exceeded. In these circumstances the new or excess overdraft is an unauthorised overdraft and you will be charged at the rate for unauthorised borrowing which is shown on your statement and will incur other unauthorised borrowing charges shown above.

Interest is calculated on the cleared daily balance of the new or excess overdraft and is payable for the duration of the new or excess overdraft.

We may change any of our charges and interest at any time and will notify you in writing at least two months before we make any change. You will be deemed to have accepted any such change if you do not notify us to the contrary before the date any such change comes into effect. However, if you choose not to accept any change:

- You can close the account at any time before the change comes into effect provided that any outstanding amounts on the account are paid; or
Our notice of the change shall be deemed to be notice of termination given under the terms of your account and your account Agreement will terminate the day before any change comes into effect. Should there be any outstanding balance on the account it will become immediately due and payable on termination.

When we tell you about a change we will do so by letter, e-mail, text, statement, statement inserts or messages or in any other way which is sent to you individually.

If the change is to your advantage we may change our interest rates at any time and without notice to you. We will tell you about the change by putting notices in our branches within three Business Days of making the change or by telling you personally within 30 days of making the change and we will update our website within three Business Days of an interest rate change taking effect.

Useful information

Changing your contact details

Please write to us at: **Lloyds Bank, Box 1, BX1 1LT** or visit any Lloyds Bank branch.

Lost and stolen Cards or Chequebooks

If you think your cards or PINs have been stolen, please call us immediately on **0800 096 9779**. If you're outside the UK, call us on **+44 1702 278 270**.

If you think your chequebook has been lost or stolen, call us immediately on the telephone number on the front of your statement.

Internet and Telephone banking are designed to make your life easier

Internet Banking

go to www.lloydsbank.com/business

Business Debit Card and Business Cashpoint® Card charges

Full information on our charges is set out in our charges brochures and on our website at lloydsbank.com/islands/commercial/business-cards. Alternatively please contact your relationship manager. For any non-sterling card transactions, the amount is converted into sterling on the day it is debited to your account, using the Payment Scheme Exchange Rate. We charge a non-sterling transaction fee of 2.75% of the value of the transaction. You can find out the Payment Scheme Exchange Rate by calling us on **0345 072 5555**.

Charges will be shown on your statement or current account charges invoice.

Interest rates

You can find the rates used to calculate the interest you have earned or been paid as follows:

Commercial and Business Banking Customers:

visit islandscommercial.lloydsbank.com

Privacy notice

We work hard to keep your information secure, which includes regularly reviewing our privacy notice. You can view our full privacy notice at the link below or call us for a copy on **0345 602 1997**

Commercial and Business Banking customers:

www.lloydsbank.com/businessprivacy

Telephone Banking

call the number at the top of your statement

Checking your statement

Please read through the entries on your statement. If you think something is incorrect, please contact us straight away on the telephone number on the front of your statement. The earlier you contact us, the more we may be able to do e.g. if you have a personal account, we may not be able to refund you if you tell us more than 13 months after the date of the payment. Take care when storing or disposing of information about your accounts.

Important information about compensation arrangements



Protected

Commercial Banking customers

Deposits held with us are covered by the Financial Services Compensation Scheme (FSCS), subject to eligibility criteria. Not all Commercial Banking customers will be covered and we will write to you if we believe you are NOT covered by the scheme.

Please refer to the information sheet and exclusions list at

<http://www.lloydsbank.com/business/>

commercial-banking/savings/financial-services-compensation-scheme.asp

Business Banking customers

Deposits held with us are covered by the Financial Services Compensation Scheme (FSCS), subject to eligibility criteria. Not all Business Banking customers will be covered and we will write to you if we believe you are NOT covered by the scheme. Please refer to the information sheet and exclusions list at

[http://www.lloydsbank.com/business/retail-business/savings/](http://www.lloydsbank.com/business/retail-business/savings/financial-services-compensation-scheme.asp)

financial-services-compensation-scheme.asp

For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

Dispute resolution

If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman.

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com. If you need support due to a disability please get in touch. We may monitor or record calls in case we need to check we have carried out your instructions correctly and to help us improve our quality of service. Cashpoint® and PhoneBank® are registered trademarks of Lloyds Bank plc. Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales No. 2065. Telephone 020 7626 1500. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278. Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered. We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: www.lendingstandardsboard.org.uk