

DATED 25 October 2016 2016

(1) HELENA CALVERT

(2) SAYERS THE BAKERS LIMITED

LEASE
of
241 Breck Road Liverpool L5 6PX

Globe Wareing Cropper
96 Hillfoot Avenue
Hunts Cross
Liverpool
L25 0PF
TEL: 0151 486 8833
FAX: 0151 448 1397
REF: 11864 Calvert

I hereby certify this to be a
true copy of the original.
U. C. C. Solicitor

**GLOBE WAREING CROPPER
SOLICITORS
96 HILLFOOT AVENUE
HUNTS CROSS
LIVERPOOL Draft V1 - 24.10.16
L25 0PF**

PRESCRIBED CLAUSES

LR1. Date of lease 25 October 2017 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MS39778

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

HELENA CALVERT of Greensbridge Farm Greensbridge Lane Tarbock Prescot L35 1QD

Tenant

SAYERS THE BAKERS LIMITED (Company No.06582290) whose registered office is at The Bakery, Sidney Street, Bolton BL3 6BG

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1 of this Lease

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The Term of 10 years from and including the 1st September 2016

LR7. Premium [plus Value Added Tax of £]

None

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LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in Clause 1 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in Clause 1 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

N/A

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Alta Sorensen

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LEASE dated the 25 day of October 2017

BETWEEN:

- (1) The "Landlord" HELENA CALVERT of Lavender Cottage Greensbridge Farm Tarbock Green Prescot L35 1QD
- (2) The "Tenant" SAYERS THE BAKERS LIMITED (Company No.06582290) whose registered office is at The Bakery, Sidney Street, Bolton BL3 6BG

SUPPLEMENTAL to a lease dated 21st August 2006 and made between The Landlord (1) and Sayers Confectioners Limited (2) (the "Original Lease") a copy of which is annexed hereto.

1. DEMISE

In consideration of the rent and the covenants contained below the Landlord demises to the Tenant the premises ("the Premises") which were demised by the Original Lease TOGETHER WITH the rights and SUBJECT TO the exceptions and reservations therein contained TO HOLD the same for the term of ten years from the 1st September 2016 YIELDING AND PAYING therefore:

- 1.1 The yearly rent of twelve thousand five hundred pounds (£12,500.00) per annum (exclusive of Value Added Tax) without deduction by equal monthly payments in advance on the first working day of each calendar month into the Landlord's nominated account (subject to review in accordance with the provisions of the Schedule hereto on the 1st September 2021)
- 1.2 By way of further rent sums equal to any other sums reserved in the Original Lease by way of rent

2. TERMS OF THIS LEASE

This Lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the original Lease except the covenant for renewal and the term of years granted and except as modified in the Schedule below so that this Lease is to be construed and take effect and if those terms conditions provisos and conditions were except as above repeated in this Lease in full and with such modifications only as are necessary to make them applicable to this demise

3. TENANT'S COVENANTS

THE Tenant covenants with the Landlord:

- 2.1 To pay the rents hereby reserved plus any value added tax in the manner aforesaid and
- 2.2 To observe and perform all the covenants and conditions on the part of the tenant contained in the Original Lease subject to the modifications set out in the Schedule thereto

I hereby certify this to be a true copy of the original.
[Signature] Solicitor

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L35 0PF

4 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on the part of the landlord contained in the Original Lease

5 OPTION TO DETERMINE

If the Tenant wishes to determine this Lease on 31 August 2021 and shall give to the Landlord not less than six months' notice in writing then upon the expiry of such notice this Lease shall immediately cease and determine but without prejudice to the respective rights of either party hereto against the other in respect of any antecedent claim or breach of covenant and the Landlord shall within 14 days after the expiry of such notice refund to the Tenant the appropriate proportion of any yearly rent or insurance rent or service charge monies paid in respect of any period after the date of expiry of such notice.

6 PROVIDED ALWAYS and IT IS AGREED as follows:

- 6.1 All provisos including the right of re-entry contained in the Original Lease shall be incorporated in this Lease as if they were herein specifically set out
- 6.2 The covenants given by the Landlord and the Tenant shall be construed as if they had been given at the date of the Original Lease

This Lease has today been executed by the parties as a deed.

THE SCHEDULE

- 1 The fee payable under Clause 4.1 (p) (viii) shall be £30 plus VAT
- 2 The Interest Rate charged in Clause 4.1 (ab) shall be 4% above the base rate of Barclays Bank PLC.
- 3 That any disputes or differences arising out of touching upon the rights duties or liabilities of the parties under this Lease shall be referred to the determination of a single arbitrator to be agreed upon by the parties or failing agreement to a person nominated by the President of the Law Society in manner provided by the Arbitration Act 1996 or any statutory modification or re-enactment thereof
- 4 The Tenant must comply with the provisions of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") be the only client as defined in the provisions of the CDM Regulations, fulfil in relation to all and any works all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations, and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations.



5 The Tenant shall at all times be regarded as the "Duty Holder" for the purposes of The Control of Asbestos at Work Regulations 2002 ("CAWR 2002")

6 In paragraph 1.1 of Schedule 3 of the Original Lease the words "1st September 2011" shall be deleted and replaced with "1st September 2021".

7 Clause 8 of the Original Lease shall be deleted.

SIGNED and DELIVERED
by the said HELEN CALVERT
in the presence of:

I hereby certify that
this is a true copy of the
Al Calvert Solicitor

GLOBE WAREING CROPPER
SOLICITORS
96 HILLFOOT AVENUE
HUNTS CROSS
LIVERPOOL
L69 4JF

EXECUTED as a DEED by)
SAYERS THE BAKERS LIMITED)
acting by a Director in the presence of)

D. S. Sayers
.....

Witness signature

[Signature]
.....

Name

Kinda Lynne
.....

Occupation

P.A. to The Directors
.....

Address

*11 Huntroyle Avenue
Bolton BL9 2ET*
.....

I hereby certify this to be a true copy of the original.
[Signature]

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