

Restaurant lease agreement

Date of lease: [Date]

The Landlord: [Name]

The Tenant: [Name]

Lease of: [property address]

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The Landlord is: [name]

Of [address]

The Tenant is: [name]

Of [address]

The Guarantor is: [name]

Of [address]

Start date of lease: [date]

End date of lease: [date]

1. Definitions

“1995 Act” means the Landlord and Tenant (■ ■ ■ ■) ■ ■ ■ ■ 1995 .

“Conduit” means any medium through which a service is ■ ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

“Hazardous” has the meaning defined in the European Community hazardous waste Directive 2008/ 98 / ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ :

“Term”	means a term of [number] years []
“Use Allowed”	means: [use as a fast food takeaway / restaurant / cafe] or any other use to which the Landlord consents (and the Landlord is).

2. Interpretation

In this lease the following matters apply unless .

- 2.1. Whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against .
- 2.2. Any reference to a place or location at the Premises is a reference to .
- 2.3. Any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit .
- 2.4. [Except where stated otherwise], any obligation of any person arising from this .
- 2.5. References to a party include references to a person to whom those rights and obligations are transferred or pass as a result of a , , .
- 2.6. The headings to the paragraphs of this lease .
- 2.7. The schedules to this lease are part of the lease and .
- 2.8. All money sums mentioned in this lease are calculated net of VAT, which will be charged when .

4. The lease

5. Rent and other payments

- 5.3.3 preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, [REDACTED]
[REDACTED];
- 5.3.4 preparing and serving a schedule of dilapidations either during the Lease Period [REDACTED]
[REDACTED];
- 5.4. Payments to the Landlord shall be made by [direct debit / Internet / [REDACTED]
[REDACTED] / [REDACTED]] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 5.5. [Despite the above provisions, the [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
/ [REDACTED]].

6. Further payments

The Tenant agrees [REDACTED], [REDACTED]
[REDACTED]:

- 6.1. all periodic rates and other taxes, relating to the Premises, including [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]), [REDACTED]
[REDACTED];
- 6.2. all charges for services at the Premises to be paid promptly to [REDACTED]
[REDACTED], [REDACTED] ([REDACTED]
[REDACTED])
[REDACTED];
- 6.3. the cost of the grant, renewal or continuation of [REDACTED]
[REDACTED],
[REDACTED]
[REDACTED];
- 6.4. a registration fee of £ [100] for each document [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

7. Interest

8. Condition and repair

10. Restrictions on Tenant

■■■■■ (■■■■■) ■■■■■ .

- 11.2. The Tenant shall indemnify the Landlord against any obligation arising under the Hazardous Waste (■■■■■) ■■■■■ 2005 ■■■■■ (■■■■■) ■■■■■ 2005 ■■■■■ .
- 11.3. Despite the foregoing provisions of this paragraph and all ■■■■■ ■■■■■ , ■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■ :
 - 11.3.1 if asbestos is discovered as a result of investigation by the Tenant or building work commissioned by the ■■■■■ , ■■■■■ ■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■ .
 - 11.3.2 if asbestos is discovered in circumstances unconnected to work or investigation ■■■■■ ■■■■■ ■■■■■ ■■■■■ .
 - 11.3.3 in any circumstance when the Landlord has an obligation in respect ■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■ .
 - 11.3.4 the Landlord shall in no circumstances be responsible for damage caused to ■■■■■ ■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■ .

12. Signs and advertisements

- 12.1. Before the Tenant may place any Sign on or near to the Premises, he must ■■■■■ ■■■■■ , ■■■■■

- 14.5. It shall be a good reason for withholding consent that the financial status of the proposed [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 14.6. It is a good reason (among other good reasons) [REDACTED]
[REDACTED]
[REDACTED]:
 - 14.6.1 the proposed transferee is less likely to be able [REDACTED]
[REDACTED] / [REDACTED]
[REDACTED];
 - 14.6.2 the Tenant owes money to the Landlord;
 - 14.6.3 there is no satisfactory guarantor of [REDACTED]
[REDACTED] ([REDACTED]) [REDACTED]
[REDACTED].
- 14.7. In giving consent, [REDACTED]
[REDACTED]:
 - 14.7.1 the assignee shall not [REDACTED]
[REDACTED].
 - 14.7.2 the assignment shall impose an [REDACTED]
[REDACTED]
[REDACTED];
 - 14.7.3 the assignee shall enter into direct [REDACTED]
[REDACTED]
[REDACTED].
- 14.8. Within four weeks after the Premises are assigned (or [REDACTED]), [REDACTED]
[REDACTED] £ 100

15. Tenant indemnifies Landlord

The Tenant agrees to [REDACTED]
[REDACTED]:

- 15.1. any act, omission or negligence [REDACTED], [REDACTED]
[REDACTED];
- 15.2. any breach by [REDACTED]
[REDACTED];
- 15.3. any act, omission or negligence of the Tenant which [REDACTED]
[REDACTED]
[REDACTED].

16. The Security Deposit

The parties acknowledge that [REDACTED]
[REDACTED].

OR

- 16.1. The Landlord confirms that he has [REDACTED] £ [REDACTED].
- 16.2. The Landlord may use the Security Deposit [REDACTED]
[REDACTED]
[REDACTED].
- 16.3. If the [REDACTED]:
 - 16.3.1 he will tell [REDACTED]
[REDACTED];
 - 16.3.2 the rights or [REDACTED]
[REDACTED].
 - 16.3.3 the sum used is repayable to the Landlord [REDACTED]
[REDACTED] [4] [REDACTED]
[REDACTED].

17. Insurance

- 17.1. "Insured Risks" means the risks of loss or damage by any naturally occurring event, fire, explosion, riot, terrorism, civil commotion, malicious damage, [REDACTED] ([REDACTED]), [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 17.2. A risk shall cease to be treated [REDACTED]
[REDACTED]
[REDACTED].
- 17.3. The Landlord will keep the Premises (except the plate glass) insured [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED].
- 17.4. If damage is caused to the Premises by an Insured Risk, the Landlord will [REDACTED]
[REDACTED] ([REDACTED])
[REDACTED].
- 17.5. Once a year, if the Tenant asks, [REDACTED]
[REDACTED]
[REDACTED].
- 17.6. Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 17.7. If, within one year from the date of the damage, either party is of the [REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED].

18. Access for Landlord

Conditions for access for the Landlord are:

18.10. the Landlord must promptly make good [REDACTED]
[REDACTED]
[REDACTED].

19. Guarantor

The Guarantor agrees:

- 19.1. that his obligations are made to the Landlord for [REDACTED]
[REDACTED]
[REDACTED].
- 19.2. that his [REDACTED];
- 19.3. that any variation to the terms of [REDACTED]
[REDACTED]
[REDACTED].
- 19.4. to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED];
- 19.5. to make payment under this indemnity to the Landlord [REDACTED]
[REDACTED]
[REDACTED] [REDACTED];
- 19.6. to use his best endeavours to [REDACTED]
[REDACTED]
[REDACTED].
- 19.7. the Guarantor shall be liable for all expense relating to [REDACTED]
[REDACTED]
[REDACTED].

20. Provision for premature termination

- 20.1. Despite all other provisions of this lease, the Tenant may terminate this [REDACTED]
[REDACTED] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

21. Forfeiture

22. Rent review

- 22.1. The Rent shall [REDACTED]
[REDACTED].
- 22.2. Six months before the Rent Review Date, the Landlord and the Tenant ([REDACTED]), [REDACTED]
[REDACTED]
[REDACTED].
- 22.3. **The Landlord may increase [REDACTED] [20] % [REDACTED]**
[REDACTED].

OR

- 22.4. **The Landlord may increase the Rent by a proportion equal [REDACTED]**
[REDACTED]
[REDACTED]
[REDACTED].
- 22.5. **In any event, the Rent increase [REDACTED] [5] % [REDACTED]**
[REDACTED].

OR

- 22.6. **From the Rent Review Date, the [REDACTED]**
[REDACTED]
[REDACTED].

OR

- 22.7. **From the Rent Review Date, the [REDACTED]**
[REDACTED]
[REDACTED].
- 22.8. The market rent is the rent which a willing tenant would pay for the Premises on the open market, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED],
[REDACTED]:

- 22.8.1 the willing tenant takes account of any likelihood that he would be [REDACTED]
[REDACTED], [REDACTED]

-
.....
- 22.8.2 the Premises are vacant;
- 22.8.3 the Premises can immediately be used;
- 22.8.4 the Premises are in the condition required
.....
.....;
- 22.8.5 the Tenant has done nothing to the Premises to
.....
.....
.....
- 22.8.6 no payment or allowance
.....
- 22.9. If the Landlord and the Tenant agree the amount of
.....,
.....,
- 22.10.
.....
.....
.....
- 22.11.,
.....
.....
- 22.12.,
.....
....., ..
..... [8] %

23. Failure to agree reviewed rent

-
..... [..]
- 23.1.
..... (" ..
..")

- 23.2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 23.3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 23.4. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED].
- 23.5. [REDACTED]
[REDACTED]
- [REDACTED].

24. At the end of the lease

- 24.1. When this lease ends, the Tenant must:

- 24.1.1 [REDACTED]
[REDACTED]
[REDACTED];
- 24.1.2 [REDACTED]
[REDACTED];
- 24.1.3 ([REDACTED])
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED];
- 24.2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 24.3. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED] - [REDACTED]
[REDACTED]

-,
- 24.4.
.....
..... [14]
-,
-
- 24.5.
.....
.....,
-

25. Security of tenure excluded Landlord and Tenant Act 1954 ss 24-28

..... (.....) (.....)
.....) 2003 ,
..... 24 28
..... 1954 (.....)
.....
..... [.....]

.....
..... 2

26. Other matters

- 26.1.
..... ,
- 26.2. ,
- ,
-

[24] .

26.11. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

26.12. [REDACTED]
[REDACTED] / [REDACTED].

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement.

[REDACTED], [REDACTED], [REDACTED]
[REDACTED]

[Name]:

Signature:

Witness: signature:

Name:

Address:

[REDACTED], [REDACTED], [REDACTED]
[REDACTED]

[Name]:

Signature:

Witness: signature:

Name:

Address:

[REDACTED]

Signature:

Witness: signature:

Name:

Address:

Schedule 2: (Draft) Security Deposit agreement

This agreement is dated [date] and made between:

The Landlord: [name]
of [address]

The Tenant: [name]
of [address]

Background:

- A. [REDACTED]
- [REDACTED]
- [REDACTED].
- B. [REDACTED]
- [REDACTED]
- [REDACTED].

It is now agreed as follows:

1. Definitions

[REDACTED], [REDACTED]:
“Call Down” [REDACTED]
[REDACTED]
[REDACTED].
“Client Account” [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
“Default” [REDACTED]
[REDACTED]
[REDACTED].

"Deposit" [REDACTED]
[REDACTED]

"Lease" [REDACTED]
[REDACTED]

"Referee" [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]

"Sum Claimed" [REDACTED]
[REDACTED]
[REDACTED]

2. Interpretation

- 2.1. [REDACTED]
[REDACTED]
- 2.2. [REDACTED]
[REDACTED]
[REDACTED]

3. The Referee

- 3.1. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
- 3.2. [REDACTED]
[REDACTED];
 - 3.2.1 [REDACTED]
, [REDACTED]
[REDACTED]
[REDACTED]
 - 3.2.2 [REDACTED], [REDACTED]
[REDACTED]

-
.....
- 3.2.3 [.....,.....,.....,.....].
- 3.2.4 [.....,.....,.....].
- 3.2.5 [.....,.....,.....,.....].
- 3.3. [.....,.....,.....,.....,.....].
- 3.4. [.....,.....,.....,.....,.....].
- 3.5. [.....,.....,.....,.....,.....].

4. The Deposit

- 4.1. [..... £ [.....].
- 4.2. [..... [..... /]].
- 4.3. [.....,.....,.....,.....,.....].

4.4. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

5. Calling down the Deposit

[REDACTED]
[REDACTED]
[REDACTED]:
5.1. [REDACTED]
[REDACTED], [REDACTED];
5.1.1 [REDACTED]
[REDACTED];
5.1.2 [REDACTED], [REDACTED], [REDACTED]
[REDACTED];
5.1.3 [REDACTED], [REDACTED]
[REDACTED];
5.1.4 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
5.2. [REDACTED]
[REDACTED].
5.3. [REDACTED] [14] [REDACTED].
[REDACTED], [REDACTED]
[REDACTED].
5.4. [REDACTED] 14 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED].
5.5. [REDACTED], [REDACTED]
[REDACTED].
5.6. [REDACTED]
[REDACTED]
[REDACTED].

5.7.
....
....
....

6. Topping up the Deposit

...., ..

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement.

For, and on behalf of Landlord

[print name](#)

For, and on behalf of Tenant

[print name](#)

Schedule 3: Kitchen and Cooking Equipment

Explanatory notes:

Restaurant lease agreement

General notes

1. Recognition of our copyright in this document

2. Document review service

Please contact our support team at support@netlawman.co.uk for further information.

3. Background law

General advice about this lease document:

<https://www.netlawman.co.uk/ia/business-property-leases>

The Regulatory Reform (Business Tenancies) (England) ■ ■ ■ ■ 2003 :

<https://www.netlawman.co.uk/ia/security-of-tenure>

Code for Leasing Business Premises 2020:

- 7.4. An energy performance certificate under the Energy Performance of Buildings (Certificate and Inspection)(England ■■■■■■■■■) ■■■■■ 2007 .

8. What to take up on completion

When you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

- 8.1. The counterpart lease: that is to say the copy signed by the tenant. (He
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■)
 - 8.2. Any capital money paid to you as a premium ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
 - 8.3. The rent, apportioned to the next ■ ■ ■ ■ ■ ;

Paragraph specific notes:

Notes referable to specific numbered paragraphs

1. Definitions

Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.

Lease Period: see note on guarantor.

Plan: substitute some alternative word if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the lease. If it is complicated you could put it in a schedule. The best way is a

description which refers to
..... ,

A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a
..... .

A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the premises are in excellent condition, the landlord will benefit
..... ,
..... .
..... ,

Security deposit: whether you decide to take a security deposit or not is for your choice. Once decided, you have
..... .
..... .

Term: How many years for the lease? We have provided in this lease for any period of
..... ,

Use allowed: When a rent review comes up, the landlord will claim rent based on the open market value for the “Use Allowed”. The question of user is of course more important in longer leases where the use is much more likely to change over time.
..... .
..... .
..... .
..... ,
..... .

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used
..... ,
..... ,
..... .
..... .
..... .
..... .

The best way to specify the use allowed is by reference to the planning use classes which you will find at

<http://www.legislation.gov.uk/uksi/1987/764/schedule/made>

2. Interpretation

3. Entire agreement

4. The lease

This paragraph also contains the usual landlords warranty for “ ■ ■ ■ ■ ■ ■ ■ ”

5. Rent and other payments

Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and [REDACTED]

.....

6. Further payments

We have no comment.

7. Interest

This provision crystallises the landlord's entitlement when otherwise ■ ■ ■ ■ ■

8. Condition and repair

A decorative horizontal bar at the bottom of the page, consisting of a grid of black squares arranged in a repeating pattern.

This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of all the deficiencies in the building. It should ■ ■ ■

A decorative horizontal bar consisting of a series of black squares arranged in a grid pattern.

9. Tenant's positive obligations

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical

Note however, that the Energy Performance of Buildings (Certificate and Inspection)(England and Wales) 2007

10. Restrictions on Tenant

11. Asbestos and environmental obligations

.....?.....

12. Signs and advertisements

.....
.....

If a sign affect the use or enjoyment of adjacent or neighbouring premises of the landlord,
..... “.....”.

Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is
..... ,
..... .

For a multi-let property, the landlord will no doubt
.....

13. Default notice by Landlord

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be
.....
..... ,
..... .

14. Assignment of the lease

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.
..... ,
..... .

If you consider our proposed draft to be too favourable to a tenant, that is because
..... 2020

15. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are
..... ,
..... ,
..... .
..... .

16. The Security Deposit

If you decide on a security deposit, we give ■■■■■ . ■■■■■
■■■■■ , ■■■■■ , ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■

17. Insurance

A current issue with insurance is where the insurer draws ■■■■■
■■■■■ , ■■■■■ , ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ - ■■■■■ ■■■■■ ■■■■■ 1st ■■■■■ 1993 .

The landlord should be sure that he ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■

18. Access for Landlord

Essential, but the tenant ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■

19. Guarantor

This is an area governed in part by the 1995 Act. The ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■

The 1995 Act also provides that you cannot insist that the guarantor takes a lease himself if the tenant defaults. It ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■

Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■

20. Provision for premature termination

Otherwise known as a “break clause”, that is a provision for the tenant to give notice, at some particular point in time, to terminate the lease ■ ■ ■ ■ ■ ■ ■ ■

A grid of black squares on a white background, arranged in approximately 10 rows and 10 columns. The squares are evenly spaced and form a continuous pattern across the entire area.

21. Forfeiture

These provisions are usual.

22. Rent review

The usual period for a short

A decorative horizontal separator consisting of two rows of black squares, one above the other, spanning the width of the page.

We provide for four clear alternatives:

23. Failure to agree reviewed rent

The provision for the person appointed to act as expert and not as arbitrator is

24. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises for [REDACTED] / [REDACTED]
[REDACTED], [REDACTED], [REDACTED],
[REDACTED].

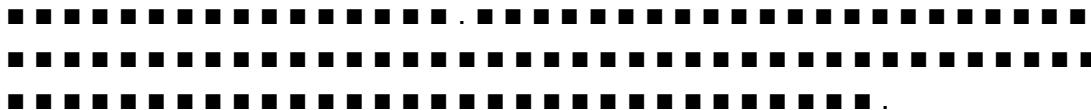
25. Security of tenure excluded

.....,

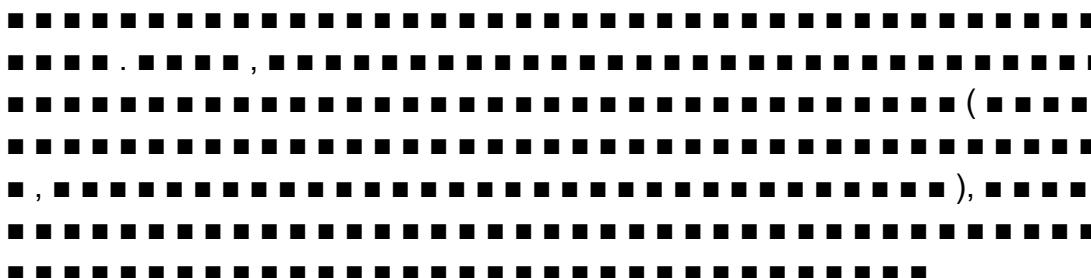
26. Other matters

A provision for mediation has been included in place of the more usual ■ ■ ■





Schedule 1 Rights reserved



Schedule 2 Security Deposit agreement

End of notes