

DATE 30 October **2018**

PUNCH PARTNERSHIPS (PTL) LIMITED (1)

- and -

JONATHAN BOOTH AND TERESA LEWIS (2)

10 YEAR LEASE

in respect of

**THE RIVERSIDE INN,
TORRINGTON ROAD, ASHFORD, TN23 7TG**

**Weightmans LLP
Westgate Point
Westgate
Leeds
LS1 2AX
Tel: 0113 243 6601**

THE PRESCRIBED CLAUSES

LR1. Date of lease	30 October 2018
LR2. Title number(s)	LR2.1 Landlord's title number(s) K213477 and TT70338
	LR2.2 Other title number(s) None
LR3. Parties to this lease	Landlord Punch Partnerships (PTL) Limited (company registration number: 03512363) whose registered office is at Jubilee House, Second Avenue, Burton on Trent, Staffordshire, DE14 2WF.
	Tenant Jonathan Booth and Teresa Lewis both of The Riverside Inn, Torrington Road, Ashford, TN23 7TG.
	Other parties None
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail The Riverside Inn, Torrington Road, Ashford, TN23 7TG shown edged red on the plan annexed to this Lease
LR5. Prescribed statements	This lease is made under, or by reference to provisions of: None
LR6. Term for which the Property is leased	The term is as follows: 10 years starting on 30 October 2018
LR7. Premium	None

LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition	LR 9.1 Tenant's contractual right to renew this lease, to acquire the reversion in the Property 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 See Clause 4 (26) of this Lease
	LR9.3 Landlord's contractual right to acquire this lease See Clause 4 (26) of this Lease
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 See Schedule 1 of this Lease
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See Schedule 2 of this Lease
LR12. Estate rentcharge 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	

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DATE:

30 October

2018

LANDLORD:

PUNCH PARTNERSHIPS (PTL) LIMITED (company registration number: 03512363) whose registered office is at Jubilee House Second Avenue Burton Upon Trent Staffordshire DE14 2WF.

TENANT:

JONATHAN BOOTH AND TERESA LEWIS both of The Riverside Inn, Torrington Road, Ashford, TN23 7TG

GUARANTOR: NONE

BACKGROUND

- A The Landlord owns the freehold of the Premises.
- B By this Lease the Landlord lets the Premises to the Tenant

1 PARTICULARS

- 1.1 "**Beer Supplier(s)**" means the Landlord or any other supplier(s) nominated by it from time to time;
- 1.2 "**Commitment**" means the price commitment given in the Commitment Letter
- 1.3 "**Commitment Letter**" means the letter to the Tenant with the words "Commitment Side Letter " in its heading dated the same date as this Lease;
- 1.4 "**Permitted Use**" means a fully licensed public house and ancillary restaurant and/or letting bedrooms with ancillary living accommodation for the use of the Tenant and family only save that the Landlord may in its absolute discretion permit a manager or staff to reside in the living accommodation on condition that this residence does not create a tenancy and is by way of service occupancy but not as a wine bar;
- 1.5 "**The Premises**" means all the land and premises known as The Riverside Inn, Torrington Road, Ashford, TN23 7TG and shown for the purposes of identification only edged red on the plan annexed to this Lease;
- 1.6 "**Rent**" means £26,000.00 (twenty six thousand pounds) per annum (subject to indexation and review);
- 1.7 "**Term**" means 10 years commencing on 30 October 2018.

2 INTERPRETATION

- 2.1 IN this Lease save where the context otherwise requires:
 - 2.1.1 Covenants by the Tenant or the Guarantor (if any) will be deemed to be made by all persons included in those expressions jointly and severally;

- 2.1.2 Any covenant by the Tenant not to do any act or thing includes an obligation not to allow or tolerate such act or thing to be done;
- 2.1.3 The approval or consent of the Landlord where required will not have effect unless in writing;
- 2.1.4 Clause headings and the index will not affect the construction of this Lease;
- 2.1.5 References in this Lease to Clauses and Schedules are (unless stated) references to Clauses and Schedules of this Lease;
- 2.1.6 Words importing the neuter gender only include the masculine and feminine genders and words importing the masculine gender only include the feminine gender and vice versa;
- 2.1.7 Any reference to an Act of Parliament will include any modification extension or re-enactment of it.

DEFINITIONS

2.2 In this Lease:

"

- 2.2.1 "Amusement Machines" means any amusement machine including but not limited to mechanical electrical or electronic amusement with prizes machines amusement without prizes machines skill with prizes machines or machines or equipment for gaming and/or gambling and other machines and equipment of a similar nature and pool tables snooker tables billiard tables and equipment for use with similar types of games and will also mean any personal or other computer or any other medium for connecting into the internet and/or for transmitting or receiving digital and/or electronic signals or stimuli of any description except for reception equipment not used for interactive games or where solely for the use of the Tenant or its immediate family;
- 2.2.2 "Audio Visual Equipment" means equipment for the reproduction or projection of visual images and sound not solely for the use of the Tenant or its immediate family;
- 2.2.3 "Brewer" means a person who manufactures or supplies or procures the supply of beer for resale;
- 2.2.4 "Business" means the business of licensed victualler carried on at the Premises;
- 2.2.5 "Business Agreement" means the matters set out in Schedule 4;
- 2.2.6 "Conduits" means pipes drains sewers wires cables and all other conducting media;
- 2.2.7 "Designated Premises Supervisor" means the individual specified as such in the Premises Licence in accordance with the Licensing Act 2003;

- 2.2.8 "Device Networking Equipment" means equipment and associated cables to enable the remote control resetting and reprogramming of electrical devices and the monitoring of their performance use and revenues;
- 2.2.9 "Drinks Monitoring Equipment" means equipment for monitoring the flow of drinks to the dispensing equipment;
- 2.2.10 "Equipment" means
- (i) Any aerial mast, dish or other device for transmitting or receiving signals.
 - (ii) Vending machines.
 - (iii) Cash dispensers and automatic teller machines

but will not include Amusement Machines or Audio Visual Equipment.

- 2.2.11 "the Guarantor" includes the personal representatives of any person who was an individual;
- 2.2.12 "the Information Exchange Equipment" means the Device Networking Equipment, the Drinks Monitoring Equipment,, and the I T Equipment and any related items and all associated telecommunication and other connections cables wires or other conducting media;
- 2.2.13 "Insolvent" means that the person concerned becomes insolvent for the purposes of Sub-sections 27(2) or 27(3) of the Licensing Act 2003;
- 2.2.14 " the Insurance Rent" means:
- (i) the sums which the Landlord may from time to time charge for insuring the Premises and the decorations in the trading areas of the Premises against the Insured Risks for such sums as may from time to time represent the Landlord's or the Landlord's surveyor's estimate of the full cost of rebuilding and reinstatement together with:
 - (A) the cost of demolition shoring up and site clearance;
 - (B) all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement;
 - (C) any fees which may be payable in respect of any statutory consents that may be required in connection with reinstatement; and
 - (D) Value Added Tax on those amounts to the extent applicable and to the extent that the Landlord may not be able to recover that Value Added Tax;
 - (ii) the sums which the Landlord may from time to time charge for insuring against the Insured Risks loss of Rent and Insurance Rent from the Premises for a peri-

od of three years (including an amount to take into account the Landlord's or the Landlord's surveyor's estimate of potential increases of the Rent) and Insurance Rent;

- (iii) the sums which the Landlord may from time to time charge for insuring (if the Landlord opts so to insure) in such amount as the Landlord considers appropriate:
 - (A) against liability in respect of the Premises under the Defective Premises Act 1972 and any other legislation in respect of which the Landlord requires insurance;
 - (B) against all other liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Premises; and
 - (C) the Necessary Licences and the amount by which the value of the Landlord's interest in the Premises will be reduced because any of the Necessary Licences are lost;
- (iv) the whole of any additional premiums and other charges payable for the insurance of the Premises or of any adjoining or neighbouring property by reason of any act or omission of the Tenant or any other occupier for the time being of the Premises or of anyone at the Premises expressly or by implication with their authority or by reason of the trade or business carried on from time to time in the Premises or anything done or kept on the Premises being deemed a hazardous or special risk by the Landlord's insurers or by reason of any failure or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the Tenant's part to be observed and performed; and
- (v) any expense which the Landlord may from time to time incur in obtaining a revaluation of the Premises for insurance purposes;

2.2.15 "the Insured Risks" means (subject to such excesses exclusions or limitations as the Landlord or its insurers may require) to the extent that insurance against such risks may ordinarily and reasonably be arranged with an insurer of good repute loss or damage by fire (including subterranean fire) explosion and aircraft and such other risks as the Landlord in its absolute discretion insures against from time to time;

2.2.16 "The I T Equipment" means computers modems cables and other equipment or media to be used by the Landlord and/or the Tenant in the running and promotion of the Business for gathering processing and transferring information about the Business to the Landlord and for placing orders with the Landlord and its nominated suppliers;

2.2.17 "the Landlord" means the person entitled for the time being

to the immediate reversion;

- 2.2.18 "Landlord's Group Company" means a subsidiary or subsidiaries of the Landlord or any subsidiary or subsidiaries of the Holding Company of which the Landlord is a subsidiary or that Holding Company itself (and the expressions "Subsidiary" and "Holding Company" will have the meanings ascribed to them by Section 736 of the Companies Act 1985);
- 2.2.19 "Landlord's Related Premises" means licensed premises other than the Premises wherever they may be situated in respect of which the Landlord or any Landlord's Group Company owns a superior leasehold interest or the freehold interest;
- 2.2.20 "this Lease" means this lease and any document which contains a statement to the effect that it is supplemental or collateral to it or entered into pursuant to its terms;
- 2.2.21 "the Licensing Authorities" mean any of the people bodies or authorities responsible for granting and regulating the Necessary Licences;
- 2.2.22 "the Licensing Service Charge" means (where the Landlord or anyone that the Landlord chooses for that purpose holds the Premises Licence) the amount which the Landlord reasonably charges from time to time during the Term for paying the initial and any later fees to the Licensing Authorities (including any instalments of those fees) and for doing the things mentioned in Paragraph 3 of the Licensing Provisions;
- 2.2.23 "Licensing Provisions" means the matters set out in Schedule 3;
- 2.2.24 "Necessary Licences" means the necessary licences certificates or other approvals which the law requires the Tenant the Tenant's employees and the Premises to have to run the Business during the Term or which the Tenant needs in connection with the Business and how the Tenant uses the Premises and includes without prejudice to the generality of the foregoing the Premises Licence;
- 2.2.25 "Permitted Temporary Activity" means a temporary licensable activity specified as such under Section 98 of the Licensing Act 2003;
- 2.2.26 "Personal Licence" means a Personal Licence under the Licensing Act 2003;
- 2.2.27 "the Premises" includes the whole of the Premises and each and every part of it and all additions and alterations to it (except the Tenant's Inventory);
- 2.2.28 "Premises Licence" means a premises licence under the Licensing Act 2003;
- 2.2.29 "Prescribed Rate" means four per centum per annum over

- the base lending rate from time to time of Barclays' Bank PLC or over such other rate as the Landlord may reasonably require;
- 2.2.30 "Responsible Authorities" means any of the people bodies or authorities specified as such under the Licensing Act 2003;
- 2.2.31 "The Tenant" includes its successors in title and the personal representatives of individuals;
- 2.2.32 "The Tenant's Inventory" means:
- 2.2.31.1 the items in the inventory (if any) annexed to this lease or
- 2.2.31.2 (if none) the Tenant's trade fixtures and fittings and trade equipment at the Premises now during or at the end of the Term and
- 2.2.31.3 any other goods and effects used in connection with the Business at the Premises
- 2.2.31.4 including any other tenant's trade fixtures and fittings and/or any other such goods and effects replacing or added to them during or at the end of the Term
- 2.2.33 "the Term" means the term referred to in Clause 1 and any continuation of it or of the tenancy of the Premises;
- 2.2.34 "the Term Commencement Date" means the date of commencement of the Term specified in Clause 1 hereto; and
- 2.2.35 "Terms of Trading" means the matters set out in Schedule 5.

3 DEMISE AND RENTS

IN consideration of the covenants and conditions contained in this Lease the Landlord LETS to the Tenant the Premises TOGETHER WITH the easements and other rights mentioned in Schedule 1 EXCEPT AND RESERVING as mentioned in Part 1 of Schedule 2 SUBJECT to all matters affecting any superior title which are still existing and capable of affecting the Premises and to all other rights easements quasi-easements and privileges to which the Premises are subject for the Term and the matters referred to in Part 2 of Schedule 2 YIELDING AND PAYING without deduction or set off to the Landlord the following rents (save as expressly referred to below):

FIRST the RENT to be paid by direct debit or bankers order if the Landlord so requires in advance by equal quarterly payments on the usual quarter days with a first payment in respect of the period commencing on 30 OCTOBER 2018 to the next following quarter day to be made on the date hereof PROVIDED THAT the Landlord will be entitled at any time and from time to time during the Term to vary the days upon which the rent first reserved is payable by giving the Tenant written notice to provide either that:

- A the rent first reserved will be payable by equal three monthly instalments in advance on the First day of January the First day of April the First day of July and the First day of October in every year or
- B the rent first reserved will be payable monthly or every 28 or 14 or 7 days in advance by equal monthly or four weekly or two weekly or weekly payments the first monthly or four weekly or two weekly or weekly payment to be due on the date of the Landlord's election or
- C the rent first reserved will revert to being payable quarterly in advance as from the next following quarter day

and having made any such elections the Landlord will have due regard for Rent already paid for a period after such election;

SECONDLY the Insurance Rent to be paid on demand as a lump sum or by instalments as the Landlord will require;

THIRDLY on demand the costs incurred by the Landlord in complying with its obligations in Clause 5.3;

FOURTHLY on demand all other costs payments and expenses to be made by or reimbursed by the Tenant to the Landlord under this Lease; and

FIFTHLY on demand the Licensing Service Charge.

4 TENANT'S COVENANTS

The Tenant COVENANTS with the Landlord for the Term:

4.1 Rents

To pay the rents reserved as mentioned in Clause 3;

4.2 Interest

Without prejudice to the Landlord's other remedies to pay to the Landlord on demand interest at the Prescribed Rate (to be compounded if the Landlord requires this on each date that rent is due to be paid from time to time under this Lease) on any sum payable under this Lease from the due date until payment is received (as well after as before any judgment);

4.3 Rates and taxes

4.3.1 To pay:

- (i) All existing and future rates taxes water rates sewer rates duties charges assessments impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature) for or in respect of the Premises or as a result of the occupation of the Premises by the Tenant or any individual connected with the Tenant either directly or indirectly; and
- (ii) All charges and expenses for gas electricity water telecommunications and other services provided to the Premises;

- 4.3.2 To indemnify the Landlord against any loss to the Landlord of rating relief or any similar relief or exemption which may be applicable to the Premises by reason of the Premises being vacant after the expiry or sooner determination of the Term on grounds that such relief or exemption has been allowed to the Tenant; and
- 4.3.3 The cost of getting renewing or continuing any Necessary Licence or registration for using the Premises for the Permitted Use including any fees or expenses charged by the Landlord or its approved agents;

4.4 To pay VAT

Where the Tenant is to pay to the Landlord any sum or provide any consideration it will on the same date also pay any applicable Value Added Tax in respect of such sum or consideration and where the Tenant is to indemnify or reimburse or pay costs incurred by the Landlord it will also pay Value Added Tax on such costs to the extent that the Landlord does not recover it;

4.5 Common Facilities

To pay to the Landlord on demand such proportion as the Landlord may from time to time determine of the cost of constructing repairing rebuilding renewing lighting cleansing and maintaining all things used in common by the Premises and other premises;

4.6 Repair

- 4.6.1 To put and keep the Premises in good and substantial repair renewing and rebuilding whenever necessary damage by the Insured Risks excepted unless payment of any insurance monies is refused by reason of any act or default of the Tenant or any person deriving title under the Tenant or its or their servants agents licensees or invitees;
- 4.6.2 To keep such of the Conduits at the Premises as may be necessary properly insulated lagged and protected from frost and from electrical short circuits;

4.7 Tenant's Inventory

To keep the Tenant's Inventory in good and substantial repair and condition and to renew and replace items in the Tenant's Inventory with modern equivalents when necessary;

4.8 Maintenance

- 4.8.1 To enter into contracts approved by the Landlord (such approval not to be unreasonably withheld or delayed) for the maintenance inspection care and servicing of lifts boilers beer engines beer dispensing equipment cellar flaps cesspools septic tanks and any other plant or apparatus at the Premises;
- 4.8.2 To pay to the Landlord on demand the cost to the Landlord of any periodic inspections and repairs and/or improvements which the Landlord may from time to time carry out to the gas and other utility installations and any other plant and

equipment at the Premises (provided that the presence of this Clause will not imply any obligation on the Landlord to do any of these things) and the Tenant will afford the Landlord and its representatives all necessary access and facilities for these purposes;

4.9 Decoration

To prepare and clean and then to decorate in a good and workmanlike manner with good and substantial materials the outside of the Premises in the first year of the Term and later in every third year of the Term and the inside of the Premises in the first year of the Term and later in every third year of the Term and both inside and outside in the last year of the Term (however it ends) in such style and colours as may first be approved or reasonably specified by the Landlord and if the Landlord so requires (without imposing an obligation on the Landlord) under the supervision of the Landlord;

4.10 Cleaning

To keep the Premises in a clean and tidy condition and clear of rubbish and waste and as often as the Landlord may consider necessary to clean all surfaces and finishes of the Premises and the frames and sills and any glass in the exterior doors and in the case of window panes at least once a month;

4.11 Notices to repair

To repair and make good all defects and disrepair for which the Tenant is liable under this Lease within two months (or sooner if necessary) of notice from the Landlord;

4.12 To permit entry

To permit the Landlord and all persons authorised by it on giving reasonable notice (except in an emergency) to enter the Premises to inspect its condition to take a schedule of the Landlord's fixtures or of any dilapidations or to exercise any of the rights excepted and reserved by this Lease or to carry out works or to remedy any breach of the Tenant's covenants or conditions in this Lease;

4.13 Information Exchange

4.13.1 To allow the Landlord and anyone authorised by the Landlord with or without technicians and others with any relevant materials and equipment at all times to enter upon the Premises for these purposes

- (i) to install and use Information Exchange Equipment;
- (ii) to inspect repair replace and maintain the Information Exchange Equipment;
- (iii) to take data from and to transmit data instructions and programmes to the Information Exchange Equipment

all costs of installation inspection maintenance repair and replacement being paid by the Landlord or its nominees the person so entering putting right to the Tenant's reasonable satisfaction all damage that work causes to the Premises and minimising as far as reasonably practicable any

inconvenience to the Tenant or the Business

4.13.2 To use the I T Equipment as authorised and directed by the Landlord or its agents but not otherwise to tamper with the Information Exchange Equipment;

4.13.3 Not to bypass the Information Exchange Equipment;

4.13.4 To permit the Landlord (and others so authorised) to connect into and at all times to take from the electricity Conduits (free of charge to the Landlord) any electrical or other supply necessary to run the Information Exchange Equipment;

4.14 Not to introduce dangerous things

Not to bring into or permit to remain in or on the Premises any thing which is or may become dangerous harmful polluting or contaminating nor to carry on any hazardous trade nor do anything which might cause the insurance of the Premises to be vitiated or the premiums to be increased;

4.15 Not to introduce plant and equipment

Not to bring into the Premises any new plant or apparatus beer engines beer and other drinks dispensing equipment without the prior approval of the Landlord the giving withholding or withdrawing of such approval in each case to be on the basis of objective qualitative criteria and subject to such terms and conditions as the Landlord may reasonably require; PROVIDED always that compliance with guidelines from time to time published by the Landlord will be deemed approval by the Landlord;

4.16 Overloading

Not to overload the Premises or the lifts or the electrical or other services at the Premises;

4.17 Not to harm drains

Not to allow into any drains or sewers serving the Premises any harmful substances which might block or damage such drains or sewers and if any such blockage or damage occurs immediately to make good the same to the satisfaction of the Landlord;

4.18 Undesirable uses and removal of contamination

4.18.1 Not to use the Premises for any noisy offensive dangerous illegal or immoral purpose or for any purpose which may result in any pollution or contamination in on or outside the Premises nor to do on the Premises anything which in the opinion of the Landlord may be a nuisance or cause damage disturbance or inconvenience to or be to the prejudice of the Landlord or any owners or occupiers of any neighbouring premises and not to allow vehicles to be abandoned on the Premises and not for commercial or residential purposes to allow either any caravans or heavy goods vehicle(s) to be placed on or about the Premises or any houseboat or barge to be moored alongside the Premises

4.18.2 If so requested by the Landlord immediately to remove from the Premises or render harmless to the satisfaction of the Landlord any contamination or pollution adversely affecting

the Premises;

4.19 Permitted Use

4.19.1 Not to use the Premises otherwise than for the Permitted Use;

4.19.2 To use its best endeavours at all times to promote the Business and all aspects of the Permitted Use carried on at the Premises;

4.20 Statutory Requirements

To comply with all legislation from time to time in force and the requirements of the Landlord or any competent authority relating to the Premises and its use and any works to the Premises;

4.21 Planning

To comply with the conditions in any planning permission listed building consent or conservation area consent relating to the Premises and (save where and so far as necessary to comply with Clauses 4.6 and 4.9) not to make any application for any planning permission or listed building consent or conservation area consent in respect of the Premises or for determination as to whether a particular operation or change of use would constitute development of the Premises;

4.22 Alterations

Not to make any structural or external alterations or additions to the Premises and not to make any other alterations or additions without the prior consent of the Landlord and if the Landlord so requires (but without imposing an obligation on the Landlord) then to carry out those alterations and additions under the supervision of the Landlord;

4.23 Telephone booths and aerials

Not without the prior consent of the Landlord to install or erect at the Premises any aerial mast dish or other device for transmitting and receiving signals or any public telephone booth;

4.24 Signs

Except to the extent (if any) permitted by Paragraph 6 of Part 2 of Schedule 5 not without the prior consent of the Landlord either to erect or affix or exhibit on the Premises any sign placard banner advertising board hoarding or advertisement visible from the outside of the Premises or to take down obstruct or obliterate any existing signboard or any signboard erected or affixed by the Landlord;

4.25 Name of Premises

Not without the prior consent of the Landlord to change the name of the Premises;

4.26 Alienation

4.26.1 Not to mortgage charge or grant any security interest over any part of the Premises nor to assign any part of the Premises nor to underlet or share or part with the possession or occupation of the whole or any part of the Premises;

4.26.2 Not to assign the Premises at any time during the first two years of the Term;

4.31 Not to prejudice easements

Not in any way to stop up or darken any window or light on the Premises or stop or interfere with any access of light to any adjoining property nor to permit any easement wayleave or other such right to be made in respect of the Premises and if such things are made or attempted to give immediate notice of them to the Landlord and to take reasonable preventative measures;

4.32 Reletting notices

To permit the Landlord to fix on the Premises a notice board for the reletting or the sale of the Premises and not to take down or obscure such notice board and to permit all persons authorised by the Landlord to view the Premises at reasonable hours;

4.33 To indemnify Landlord

To indemnify the Landlord against all actions proceedings costs claims and demands in respect of the use or occupation of the Premises the execution of any alterations additions or repairs to the Premises or any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease;

4.34 Yielding up

Immediately before the end of the Term unless otherwise required by the Landlord to remove all tenant's fixtures and fittings (other than those contained in the Tenant's Inventory unless the Landlord otherwise requires) and all alterations or additions made to the Premises during the Term and in each case to make good and reinstate the Premises to the Landlord's satisfaction and at the end of the Term to yield up to the Landlord the Premises in accordance with the Tenant's covenants and the conditions in this Lease;

4.35 To Observe Covenants

To observe and perform the matters obligations and conditions mentioned contained or referred to in any superior title and without limitation in Part 2 of Schedule 2;

4.36 Business Agreement Terms of Trading and Licensing Provisions

To the extent that the same have not been varied or released in accordance with the provisions of this Lease to observe and perform:

4.36.1 The obligations set out in the Licensing Provisions; and

4.36.2 The obligations on the Tenant set out in the Business Agreement; and

4.36.3 The obligations on the Tenant set out in the Terms of Trading.

4.37 Employees

4.37.1 At the request of the Landlord to provide the Landlord with full details of all staff employed at the Premises including full and complete details of the terms and conditions of employment of each employee such information to be provided in writing within fourteen days of demand;

4.37.2 The Tenant warrants that any information provided to the Landlord pursuant to this clause will be complete true and

accurate;

4.38 Replacement Guarantee

Within fourteen days of the death during the Term of any person who immediately prior to his death was guaranteeing to the Landlord the payment of the rents reserved in this Lease and the observance and performance of the covenants conditions provisions agreements and declarations in this Lease and on the Tenant's part to be observed and performed or of any person for the time being acting as such a guarantor becoming bankrupt or having a receiving order made against him or ceasing or threatening to cease to carry on any business carried on by him or entering into a composition or scheme of arrangement with his creditors or being a company suffering a Receiver Administrator or Administrative Receiver to be appointed passing a resolution to wind up or entering into liquidation or ceasing or threatening to cease to carry on any business carried on by it or entering into a composition or scheme or arrangement with its creditors then in any of those events to give notice in writing to the Landlord and if so required by the Landlord at the Tenant's expense in all respects within twenty eight days of being so required to procure some other person acceptable to the Landlord to execute a guarantee in such form as the Landlord may reasonably require.

4.39 Outstanding Debts

To pay on demand all unpaid rents, costs, payments, expenses and other sums which were to be made by or reimbursed by the Tenant (or any person comprised within that expression) to the Landlord under any prior lease of the Premises or any part of it whether those costs, payments, expenses and other sums were their sole responsibility or whether they shared responsibility for them with any other person

4.40 Tenant's Works

That the Tenant will within six months from the term commencement date carry out in a good and workmanlike manner and using good quality materials the works contained in the attached Schedule of Dilapidations to the Landlord's satisfaction or its surveyor.

5 LANDLORD'S COVENANTS

The Landlord COVENANTS with the Tenant so long as the reversion immediately expectant on the Term is vested in it:

5.1 Quiet enjoyment

To permit the Tenant peaceably to hold and enjoy the Premises without any lawful interruption by the Landlord or any person lawfully claiming through under or in trust for it;

5.2 Terms of Trading

To the extent that the same have not been varied or released in accordance with the provisions of this Lease to use reasonable endeavours to observe and perform the obligations of the Landlord set out in the Terms of Trading;

Premises by or on behalf of the Landlord prior to the grant of this Lease; then

- 7 Notwithstanding anything to the contrary the benefit of the Necessary Licences will belong to the Landlord and the Tenant will hold on trust for the Landlord any interest which it may have in the Necessary Licences.

6.11 Representations

The Tenant acknowledges that the Tenant has not been induced to enter into this Lease by any statement or representation made by or on behalf of the Landlord and the Tenant hereby admits that it has entered into this Lease solely as a result of its own inspection of the Premises and its own evaluation of any opportunities presented by the Business and that it has relied entirely upon its own judgment and/or the advice of its representatives.

6.12 Tenant's Goods

6.12.1 If after the Tenant has vacated the Premises on the expiry or sooner determination of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Landlord to do so or if after using its reasonable endeavours the Landlord is unable to make such a request to the Tenant within fourteen days from the first attempt so made by the Landlord:

- (i) the Landlord may as the agent of the Tenant sell such property and the Tenant will pay and indemnify the Landlord against the cost of storage (if any) and any other expenses relating to those items reasonably incurred by the Landlord and against any liability incurred by it to any third party whose property will have been sold by the Landlord in the mistaken belief held in good faith (which will be presumed unless the contrary be proved) that such property belonged to the Tenant;
- (ii) if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord will be entitled to retain such proceeds of sale absolutely unless the Tenant within three months of the date upon which the Tenant vacated the Premises claims the proceeds of sale which will be subject to the deduction of any monies due to the Landlord under Clause 6.12.1 (i) above and/or under any other provision of this Lease; and

6.12.2 the Tenant will indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises.

6.13 Amusement Machines and Audio Visual Equipment and Equipment

6.13.1 The Tenant will not install any Amusement Machines or Audio Visual Equipment at the Premises; and

6.13.2 The Tenant will not without the previous written consent of the Landlord (such consent not to be unreasonably withheld

or delayed) install any Equipment at the Premises.

6.14 Insurance

The provisions of Schedule 6 will apply and the Landlord and the Tenant covenant to observe and perform their respective obligations in it.

6.15 Certification

It is certified that there is no Agreement for Lease to which this Lease gives effect.

7 RENT REVIEW

7.1 Definitions

In this Clause the following expressions will have the following meanings:

7.1.1 "Periodic Review Date" means each of the following dates:

- (i) the last day of each fifth year of the Term (but not if there is in force at such Periodic Review Date any enactment restricting or modifying the Landlord's right to revise the Rent and/or restricting the right of the Landlord to demand or receive the full amount of the Rent unless the Landlord so requires); and
- (ii) the date of removal relaxation or modification of any enactment restricting or modifying the Landlord's right to revise the Rent and/or restricting the right of the Landlord to demand or receive the full amount of the Rent;

and "Periodic Review" will be construed accordingly;

7.1.2 "Special Review Date" means (if the Landlord or the Tenant so elects by written notice to the Tenant or (as applicable) the Landlord) each of the following dates:

- (i) the date of any variation of the Permitted Use or of any other variation of this Lease pursuant to Clause 6.6 or the date of giving of any notice under Clause 6.7 suspending removing or otherwise varying the restrictions specified in the Terms of Trading;
- (ii) the date of any release by the Landlord of any or all of the Terms of Trading;

and "Special Review" will be construed accordingly;

7.1.3 "Market Review Date" means each Periodic Review Date and each Special Review Date;

7.1.4 "Annual Review Date" means the last day of each year of the Term other than a Periodic Review Date and "Annual Review" will be construed accordingly;

7.1.5 "Review Date" means each Market Review Date and each Annual Review Date;

7.1.6 "Index" means the "All Items" Retail Prices Index published by HM Stationery Office whose base figure is the figure for January 1987 (100) or such other index as may from time to time replace it or if it is not replaced such other index (and subject to such adjustments) as the Landlord and the Tenant may agree or in default of agreement will be determined by a

surveyor as an expert to be an appropriate substitute provided that if the base rate used to compile such Index changes after the date of commencement of the Term the figure for the Index after the change will be deemed to be the figure which would have been shown in the Index if the base rate in use at the date of commencement of the Term had been retained;

7.1.7 "Market Rent" means the amount ascertained in accordance with Clause 7.5;

7.1.8 "Revised Rent" means the amount of the Rent as ascertained in accordance with Clauses 7.2 7.3 and 7.4 and (as applicable) with effect from a Review Date.

7.2 Annual Review

With effect from each Annual Review Date the Rent will be¹ the amount² of the Rent payable immediately before the relevant Annual Review Date multiplied by A and divided by B

where

A = the figure for the Index as at the relevant Annual Review Date; and

B = the figure for the Index as at the last preceding Review Date (or if there has been no preceding Review Date the figure for the Index as at the commencement of the Term).

7.3 Periodic Review

With effect from each Periodic Review Date the Rent will be the Market Rent as at the relevant Periodic Review Date.

7.4 Special Review

With effect from each Special Review Date the Rent otherwise payable (taking account of any Annual or Periodic Review which has effect from the same date) will be increased by the amount by which C exceeds D or (as applicable) decreased by the amount by which D exceeds C where:

C = the Market Rent as at the relevant Special Review Date taking into account the event giving rise to the Special Review and reflecting the way in which the terms of this Lease and/or the restrictions contained in the Terms of Trading have been suspended removed varied or released as a result of that event; and

D = the Market Rent as at the relevant Special Review Date but taking no account of the event giving rise to the Special Review Date.

¹This amendment is only made if Indexation Reviews are Two Way also. NB check with client

²This amendment is only made if Indexation Reviews are Two Way also. NB check with client

7.5 Valuation

The Market Rent will be the best annual rent (excluding any Value Added Tax) reasonably obtainable in the open market for the Premises at the relevant Market Review Date:

7.5.1 as between a willing lessor and a willing lessee with vacant possession without payment of a premium on the terms and conditions of this Lease (save as specified below);

7.5.2 assuming:

- (i) a term equivalent in length to the Term as originally granted by this Lease and that such term begins on the relevant Market Review Date;
- (ii) (as at each Periodic Review Date) that there will be periodic reviews during the assumed term at the intervals set out in Clause 7.1.1(i) or (as at each Special Review Date) that there will be periodic reviews during the assumed term on the dates which are Periodic Review Dates as defined in Clause 7.1.1 (i);
- (iii) all parts of the Premises are then ready fit and available for immediate occupation and use for the Permitted Use;
- (iv) the Tenant's Inventory is fit and available for immediate use;
- (v) the Landlord and the Tenant have observed and performed their respective obligations under this Lease;
- (vi) the Premises the means of access and any relevant services have not been destroyed or damaged;
- (vii) the willing lessee would be able to recover fully all Value Added Tax incurred by it;
- (viii) no works have been carried out which would diminish the rental value of the Premises;
- (ix) the Necessary Licences are all in force whether the Tenant the Landlord or anyone else holds them; and
- (x) the willing lessee has the benefit of the discounts and financial arrangements available to the Tenant for goods supplied or financial facilities provided or arranged directly or indirectly by the Landlord and/or the Beer Suppliers;
- (xi) (if the Commitment is still in force) that the willing lessee will have the benefit of the Commitment;

7.5.3 but taking no account of :

- (i) any effect on rent of any improvements to the Premises (to which the Landlord may have given its consent) by the Tenant unless carried out pursuant to an obligation to the Landlord or at the expense of the Landlord;
- (ii) Clause 4.26.2 of this Lease; and
- (iii) any effect on rent of stamp duty land tax or any similar imposition;

7.5.4 provided always that the Market Rent will be ascertained without making any allowance to reflect (or compensate the Tenant for the absence of) any rent free period or concessionary rent period or contribution to fitting out works or other inducements which

it might then be the practice in open market lettings for a lessor to make and such Market Rent will be that which would be payable after the expiry of any such rent free or concessionary rent period and after receipt of any such contribution or other inducement.

7.6 Expert's decision

- 7.6.1 In the absence of agreement between the Landlord and the Tenant as to the amount of the Market Rent in the case of a Periodic Review Date by two months before the relevant Periodic Review Date or in the case of a Special Review Date as to the amounts of C and D referred to in Clause 7.4 within one month after the relevant Special Review Date either party may require it to be determined by a surveyor whereupon Clauses 7.6.2 and 7.6.3 will apply
- 7.6.2 The surveyor will at the option of the Landlord (to be notified to the Tenant in writing) act either as an arbitrator pursuant to the provisions of the Arbitration Act 1996 or as an expert PROVIDED THAT the surveyor will act as an arbitrator if the Landlord fails to exercise its option under this Clause 7.6.2 within one month of receiving from the Tenant written notice (served subsequent to the requirement mentioned in Clause 7.6.1) requesting it to do so;
- 7.6.3 If the surveyor is to act as an arbitrator Clauses 6.8.1 and 6.8.5 will nevertheless apply to his appointment and replacement but the arbitration will be conducted in accordance with the Arbitration Act 1996

7.7 Payment after Review Date

If by any Review Date the amount of the Revised Rent has not been ascertained then in respect of the period ("the Interval") beginning with the relevant Review Date and ending on the date for payment of Rent immediately following the date upon which the amount of the Revised Rent is ascertained ("the Late Payment Date") the Tenant will continue to pay the Rent at the rate payable immediately before the relevant Review Date PROVIDED that:

- 7.7.1 If the Rent is increased with effect from the relevant Review Date then on the Late Payment Date there will be due to the Landlord as additional rent (without demand):
 - (i) The difference between the amount which should have been paid on each date for payment of Rent had the Revised Rent been ascertained by the relevant Review Date and the amount paid during the Interval; and
 - (ii) Interest at the Prescribed Rate less four per centum on such difference on and from each date for payment of Rent upon which each instalment would have been due to the Late Payment Date;
- 7.7.2 If the Rent is decreased with effect from the relevant Review Date then the amount of Rent due from the Tenant to the

Landlord on the date(s) for payment of Rent next following the end of the Interval will be reduced by the aggregate of the amounts calculated in Clauses 7.7.1 (i) and (ii) until such time as the said aggregate of the amounts has been utilised against the said Rent³.

7.8 Memorandum

As soon as the amount of the Rent payable after a Market Review Date has been ascertained the parties to this Lease (including any guarantor) will at the expense of the Tenant sign a memorandum recording it;

7.9 Time not of essence

Time will not be of the essence for the purposes of this Clause.

8 ADDITIONAL RENT REVIEW

- 8.1 If the Landlord serves a notice withdrawing the Commitment pursuant to Paragraph 4 of the Commitment Letter then with effect from the date of the service of the notice (the "Additional Rent Review Date") there will be an Additional Rent Review for the purpose solely of determining the amount of the reduction of the Rent payable as at the Additional Rent Review Date on account of the withdrawal of the Commitment;
- 8.2 The reduction will be ascertained by (A) identifying (i) the Market Rent for the Premises as at the date when the Rent payable on the Additional Rent Review Date first became payable on the assumption that the Commitment was available throughout the period during which the Market Rent is payable (the "First Market Rent") and (ii) the Market Rent for the Premises as at the same date but on the assumption that the Commitment was not available ("the Second Market Rent") and then (B) by determining in percentage terms the amount (if any) by which the Second Market Rent is less than the First Market Rent. The Rent payable as at the Additional Rent Review Date will then be reduced by the percentage determined (if any) but the reduced Rent will then be subject to increase from time to time in accordance with the provisions of Clause 7;
- 8.3 For the purposes of this Clause the First and Second Market Rents for the Premises as at the Additional Rent Review Date will be determined in accordance with Clause 7.5;
- 8.4 In the event that the Landlord and the Tenant have not agreed the amount of the reduction in Rent (if any) as at the Additional Rent Review Date within one month after that time either party may require it to be determined by a surveyor acting as an expert;
- 8.5 The provisions of Clauses 7.7 and 7.9 will apply to the Additional Rent Review.

9 GUARANTEE

- 9.1 THE Guarantor COVENANTS with the Landlord that:

³This amendment is only made if Indexation Reviews are Two Way also. NB Check with client.
Renewal Lease.doc27 September 2013 08:56
Produced by Claire Thompson

- 9.1.1 The Tenant will pay the rents reserved by and observe and perform its covenants and the conditions in this Lease and the Guarantor will indemnify the Landlord on demand against all losses damages costs and expenses arising out of any default by the Tenant;
- 9.1.2 If this Lease is disclaimed or determined by forfeiture or re-entry and within six months of any such event the Landlord by notice in writing so requires the Guarantor will enter into a new lease of the Premises at the cost of the Guarantor on the terms of this Lease (but as if this Lease had continued and so that any outstanding matters relating to Rent Review or otherwise will be determined as between the Landlord and the Guarantor) for the residue of the Term and with effect from the date of the disclaimer forfeiture or re-entry;
- 9.1.3 If the Landlord does not require the Guarantor to take a new lease pursuant to this Clause the Guarantor will pay to the Landlord on demand sums equal to the monies payable under this Lease but for the disclaimer forfeiture or re-entry until six months after such event or if earlier the Premises have been re-let and sums equal to the costs incurred by the Landlord in relation to any re-letting or attempted re-letting together with interest thereon at the Prescribed Rate from the time(s) they are incurred to the date on which the Tenant pays them both before and after any judgment.
- 9.1.4 None of the following will release exonerate or in any way affect the liability of the Guarantor:
- (i) the giving of extra time to the Tenant to comply with an obligation or in the event that the Landlord does not insist on strict compliance with an obligation;
 - (ii) any refusal by the Landlord to accept any money tendered as rent by or on behalf of the Tenant at a time when the Landlord is entitled (or would be entitled after the service of a notice under Section 146 of the Law of Property Act 1925) to re-enter the Premises;
 - (iii) subject to Section 18 of the Landlord & Tenant (Covenants) Act 1995 any variation of the terms of this Lease agreed between the Landlord and the Tenant whether or not the Guarantor is a party;
 - (iv) a transfer of the Landlord's reversionary interest or an assignment of this Lease (except an assignment under which the Tenant is released from liability by virtue of the Landlord & Tenant (Covenants) Act 1995);
 - (v) the event that the Tenant (being a company) is wound up or ceases to exist or (being an individual) dies or becomes incapable of managing his affairs;
 - (vi) where the Guarantor is more than one person any release of one or more such persons which is not expressed to relate to all such persons;
 - (vii) where the Tenant is more than one person any release

of one or more such persons which is not expressed to relate to all such persons;

(viii) any change in the constitution structure or powers of the Guarantor the Tenant or the Landlord;

(ix) any act which is beyond the powers of the Tenant; or

(x) in relation to the remainder of the Premises the surrender of part of the Premises;

9.2 As between the Landlord and the Guarantor the Guarantor will be deemed to be principal debtor;

9.3 The Guarantor will not be entitled to participate in any security held by the Landlord in respect of the Tenant's obligations or stand in the Landlord's place in respect of such security.

10 AVOIDANCE IF PREVIOUS LEASE DETERMINED

10.1 It is agreed if the term of years granted by a lease dated 11th September 2003 between Graeme Moore and Amanda Eileen Godden (1) ("the Previous Lease") is determined under the proviso for re-entry contained in it then this lease is to become absolutely void

10.2 Whilst the Previous Lease exists (and notwithstanding any contrary provision in the Previous Lease and this lease) the Tenant covenants with the Landlord that:

10.2.1 the Tenant will not assign this lease in circumstances where the Previous Lease cannot lawfully be assigned

10.2.2 the Tenant will not assign the Previous Lease in circumstances where this lease cannot lawfully be assigned

10.2.3 the Tenant will procure at all times that the Tenant under this lease and the Previous Lease are the same person

10.2.4 if there is no absolute bar on assignment in respect of both this lease and the Previous Lease then

10.2.4.1 the Tenant will not assign the Previous Lease without simultaneously assigning this lease to the same person and in accordance with the provisions of this lease and the Previous Lease

10.2.4.2 the Tenant will not assign this lease without simultaneously assigning the Previous Lease to the same person and in accordance with the provisions of this lease and the Previous Lease

11 RIGHTS OF THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties to this Lease hereby agree that they do not intend any terms of this Lease to be enforceable by any third party who but for that Act would not have been entitled to enforce such terms.

12 EXECUTION

This Lease has been executed as a deed and was delivered on the date stated in the heading to this deed.

SCHEDULE 1:

Easements and other rights included in this Lease

If applicable the right to use the Conduits which lie in on or under any adjoining premises owned by the Landlord subject to the Tenant contributing a fair proportion to the cost of maintenance and repair of the same.

SCHEDULE 2:

Part 1- Exceptions and Reservations out of this Lease

The following rights are reserved unto the Landlord and all other persons authorised by the Landlord or entitled to such rights:

- 1 To use such Conduits which are now or may during the Term be in on or under the Premises as serve or may serve adjoining premises or Equipment or the Information Exchange Equipment or other electrical devices and to enter the Premises for the purpose of laying inspecting maintaining repairing replacing and renewing such Conduits provided that the person exercising such rights will cause as little inconvenience as possible and will make good any damage caused to the Premises;
- 2 To enter the Premises for the purpose of:
 - 2.1 Viewing the state and condition of the Premises and to ascertain whether the Tenant has complied with its covenants in this Lease; and
 - 2.2 Carrying out repairs to and/or decoration of the Premises or other works which the Tenant fails to carry out although obliged to do so under this Lease; and
 - 2.3 Carrying out works of repair alteration or construction to adjoining premises the person exercising such right making good any damage caused to the Premises;
- 3 To alter rebuild or redevelop adjoining premises in any way notwithstanding that the access of light and air to the Premises may be diminished;
- 4 To erect scaffolding for any purpose in connection with adjoining premises notwithstanding that this may cause temporary restrictions to access to the Premises;
- 5 To keep place and affix any advertising board on the Premises and to receive the income therefrom provided that such advertising boards will not obstruct the access of light and air to the Premises;

- 6 The right to install at any reasonable point or points at the Premises telephone booths and ancillary equipment for use by the general public together with the right to:
 - 6.1 Connect the same into any necessary Conduits and to take from the electricity conduits any supply necessary to operate them (the persons exercising this right reimbursing to the Tenant the amount of any reasonable electricity costs shown by the Tenant to be properly attributable to such equipment); and
 - 6.2 Receive any income earned from the same; and
 - 6.3 Enter onto the Premises to install maintain repair renew and service the same;
- 7 The right to install or affix:
 - 7.1 on the exterior of the Premises any aerial mast dish or other device for transmitting or receiving signals; and
 - 7.2 on the exterior and/or in the interior of the Premises any associated plant and/or equipment;

and together with the rights:

 - (A) To connect them into any necessary Conduits;
 - (B) At all times to take from the electricity conduits any supply necessary to operate them (the persons exercising this right reimbursing to the Tenant the amount of any reasonable electricity costs shown by the Tenant to be properly attributable to such equipment);
 - (C) To receive any income earned from the same; and
 - (D) To enter onto the Premises to install maintain repair renew and service them;
- 8 To use any right of way across the Premises as benefits any adjoining property of the Landlord;
- 9 To enter onto the Premises to comply with its covenants and to replace maintain add to alter or renew the advertising boards hoardings signs boards lettering and notices existing from time to time at the Premises.

Part 2 - Matters arising to which this Lease is subject

All subjections and reservations and other matters to which the Premises are subject and including without limitation subject to all those matters contained mentioned or referred to in Land Registry title numbers K213477 and TT70338.

SCHEDULE 3:

Licensing Provisions

1 Holding the Necessary Licences

- 1.1 If the Tenant is an individual the Necessary Licences must be held in the Tenant's name subject to Paragraph 1.3 below. In any other case the Necessary Licences should be held in the name of an individual appointed by the Tenant. Where the Necessary Licences are held by anyone other than the Tenant the Tenant must make sure that that person meets with these terms and must notify the Landlord immediately if that person dies or becomes mentally incapable. Whoever holds the Necessary Licences the Tenant must tell the Landlord immediately if that person becomes Insolvent or if a company or partnership is dissolved.
- 1.2 The Tenant agrees that the Tenant and that individual (as referred to in Paragraph 1.1 above) will take whatever steps the Landlord requires to enable the Premises Licence to be transferred.
- 1.3 The Landlord can decide whether the Tenant or the Landlord or anyone the Landlord chooses for this purpose will hold the Premises Licence for the Premises. If the Landlord decides that the Landlord or another will hold the Premises Licence the Tenant will appoint an individual to be named as the Designated Premises Supervisor in the Premises Licence.

2 The Tenant's Obligations

- 2.1 The Tenant will display in a prominent position so it can be read by visitors to the Premises a summary of the Premises Licence currently in place and keep a certified copy of the Premises Licence currently in place at the Premises.
- 2.2 The Tenant will ensure that the Designated Premises Supervisor at all times holds a valid Personal Licence and that the Personal Licence is not suspended. The Tenant will notify the Landlord immediately if the Designated Premises Supervisor ceases to hold a Personal Licence or his Personal Licence is suspended. If this happens the Tenant must do anything which the Landlord asks the Tenant to do to keep the Premises open for selling alcohol. This may include nominating a different individual to replace the existing Designated Premises Supervisor and doing anything which is required to vary the Premises Licence to change the Designated

Premises Supervisor. If the Tenant is unable to nominate a suitable individual to replace the existing Designated Premises Supervisor the Tenant will close the Premises for carrying out licensable activities and pay the Landlord compensation for any loss which the Landlord incurs as a result.

2.3 The Tenant will ensure that all sales of alcohol at the Premises are properly authorised by a Personal Licence holder.

2.4 The Tenant must meet:

2.4.1 any lawful conditions placed on the Necessary Licences; and

2.4.2 any laws or requirements of the Licensing Authorities relating to the Necessary Licences.

2.5 The Tenant (or an employee or anyone acting on the Tenant's behalf) must not do anything illegal at the Premises which affects the Necessary Licences and the Business. Additionally the Tenant must do everything necessary so there are no problems with the Necessary Licences or the Business.

2.6 The Tenant must make sure that the Necessary Licences remain in force and are not suspended or made subject to conditions which might reasonably be regarded as difficult or costly to meet. The Tenant must not do anything which may result in the Necessary Licences being reviewed cancelled or restricted and the Tenant must do everything necessary to prevent the Necessary Licences being cancelled or restricted.

2.7 The Tenant must not do anything which may result in the Premises being closed by the Licensing Authorities or the police. If this occurs the Tenant must do anything which needs to be done to make sure that the Premises can re-open. If the Landlord needs to do so the Tenant agrees that the Landlord can take these steps in the Tenant's name on the Tenant's behalf and at the Tenant's cost and the Tenant must do everything necessary so the Licensing Authorities or Responsible Authorities do not close the Premises.

2.8 If the Tenant receives any notice about the Necessary Licences the Tenant must immediately send a copy to the Landlord .

2.9 If the Tenant needs to do so the Tenant must get the permission of the Licensing Authorities before carrying out any works to the Premises or changes to the Business.

2.10 Unless the Landlord agrees otherwise the Tenant must keep the Premises open for selling alcohol.

2.11 When this Lease ends (for whatever reason) the Tenant must transfer and hand over the Necessary Licences to the Landlord or to anyone the Landlord chooses. The Tenant must do anything the Landlord asks the Tenant to and get any authority or permission needed so the person occupying the Premises after the Tenant can run the Business at the Premises. This may include attending before the Licensing Authorities. If the Tenant fails to do so the Landlord will treat the Necessary Licences as if the Tenant has lost or wilfully or unlawfully withheld them.

2.12 Where the Landlord or anyone the Landlord chooses for this purpose holds the Premises Licence the Tenant will follow any guidance issued by the Landlord from time to time relating to the conduct of licensable activities at the Premises and the Tenant will tell the Landlord immediately of:

2.12.1 any proposed change to the individual named in the Premises Licence as the Designated Premises Supervisor;

2.12.2 any steps taken by the Licensing Authorities or the Responsible Authorities to close the Premises;

2.12.3 any complaint to any of the Licensing Authorities or the Responsible Authorities relating to the Premises the Business or the Permitted Use of which the Tenant receives notification;

2.12.4 any application for a review of the Premises Licence; and

2.12.5 any proceedings for breach of the Premises Licence.

2.13 Where the Tenant or an individual appointed by the Tenant holds the Premises Licence:

2.13.1 the Tenant can transfer or give up the Premises Licence but only if the Tenant has the Landlord's prior written permission;

2.13.2 the Tenant must tell the Landlord in writing if the Tenant is asked or wants to make any promise or commitment to the Licensing Authorities or if the Tenant intends to apply to the Licensing Authorities for a new licence or for any changes in

the conditions of the Premises Licence. The Tenant cannot make any promises or commitments or change the conditions of the Premises Licence without first obtaining the Landlord's permission to do so;

- 2.13.3 the Tenant or that individual can carry out any Permitted Temporary Activity at the Premises not otherwise permitted by the Premises Licence. It will be the Tenant's responsibility to take the necessary steps and to pay any fee due.

3 The Landlord's Obligations

- 3.1 Where the Landlord or anyone the Landlord chooses for this purpose holds the Premises Licence:

- 3.1.1 the Landlord will pay the appropriate annual fee for the Premises Licence to the relevant Licensing Authorities; and

- 3.1.2 the Landlord will retain the original of the Premises Licence and provide the Tenant with a certified copy.

- 3.2 If the Landlord agrees with the Tenant to do so the Landlord will:

- 3.2.1 apply to the relevant Licensing Authorities to vary the Premises Licence by changing the Designated Premises Supervisor and pay the relevant fee;

- 3.2.2 apply to the relevant Licensing Authorities for other variations to the Premises Licence and pay the relevant fee; and

- 3.2.3 make any other application to the relevant Licensing Authorities and pay the relevant fee.

- 3.3 On a review of the Premises Licence the Landlord will if the Landlord considers it appropriate make representations and take any action the Landlord thinks the Landlord needs to in order to maintain the Premises Licence. This may include appealing any determination made by the Licensing Authorities.

4 Necessary Licences for Equipment

The Tenant must get any approvals permissions or Necessary Licences (including without-limit performing rights Necessary Licences) the Tenant needs to keep and use Equipment.

5 The Tenant to procure compliance

The Tenant shall procure that all persons named as licensees on the Necessary Licences comply with the Tenant's obligations in this Schedule.

SCHEDULE 4:

Business Agreement

PART 1 - General

- 1 It is the aim of both the Landlord and the Tenant that the carrying out of the Permitted Use at the Premises be promoted and that the carrying out of the Permitted Use achieves and maintains a high reputation;
- 2 Subject to the Tenant on demand paying to the Landlord the costs incurred or to be incurred by the Landlord in making available the services referred to in this Paragraph 2 the Landlord for the time being may make available to the Tenant or a manager of the Premises on behalf of the Tenant the following services:
 - 2.1 Consultancy and advisory services and training wherever reasonably necessary with regard to the efficient carrying out and promotion of the Permitted Use; and
 - 2.2 Training and development programmes appropriate to the carrying out of the Permitted Use; and
 - 2.3 General advice on rating furnishings decor and equipment at the Premises;
- 3 Subject to the same being made available the Tenant for the time being will (or will procure that a manager of the Premises on behalf of the Tenant will) on commencing to carry out the Permitted Use at the Premises and at reasonable intervals throughout the Term attend any training courses organised or authorised by the Landlord;
- 4 In furtherance of the aim set out in Paragraph 1 above the Tenant and the Landlord will use reasonable endeavours to agree a business plan in respect of the Permitted Use or up-date the previous one at least once in each year of the Term.

PART 2 - Tenant's Obligations

1 Staff numbers

To provide adequate numbers of staff at the Premises to ensure compliance with the Tenant's obligations in this Lease and to procure that the staff are polite friendly clean well presented properly trained on appointment (and retrained as necessary) and aware of the Tenant's obligations in this Lease and the general law relevant to the Permitted Use;

2 Opening hours

For the furtherance of the business in the Premises having regard to the needs of its customers to keep the Premises open during such of the hours permitted by law for the sale of intoxicating liquor as the Landlord and the Tenant will from time to time agree between them in writing and in the event of dispute the matter will be dealt with by a Surveyor who will act as an expert;

3 Public rooms

When the Premises are open to the public not to exclude the public from admission to any rooms normally open to the public (save any rooms used for private functions);

4 Conduct

4.1 To conduct the Permitted Use at the Premises so as not to prejudice the Necessary Licences or any dealing or renewal of or with them; and

4.2 Not to apply unlawful force to or against any person at or in the vicinity of the Premises;

5 Sales and Stocks

To conduct the Permitted Use in a courteous and friendly manner and to take such steps as reasonably required by the Landlord to:

5.1 promote sales on the Premises; and

5.2 maintain adequate stocks;

6 Food

To supply whenever reasonably required by the public suitable refreshment other than intoxicating liquor and to keep the Premises open for the sale of food and non-intoxicating drinks at all reasonable times (if any) at which there is sufficient demand for and to supply all food and drinks at reasonable prices;

7 Slate clubs

Not to permit any money slate share-out or similar club or society to be established or carried on upon or in connection with the Premises without the previous consent of the Landlord and subject to such conditions which the Landlord may impose;

8 Proper management

To ensure that the Premises are properly managed at all times and to ensure that at least one person in whose name all the Necessary Licences are resides at all times on the Premises;

9 Product quality

To sell to the public all goods in the same strength quality and condition (as applicable) in which such goods were supplied to the Tenant and to handle mix treat and store all such goods in a proper manner and (as applicable) in accordance with instructions of suppliers;

10 Permit sampling

To permit the Landlord to enter onto the Premises to sample and inspect all goods (and the storage of the same) at the Premises offered or to be offered for sale to the public;

11 Cleanliness and hygiene

To procure that the Premises and all fixtures fittings and equipment at the Premises are at all times kept scrupulously clean and in a hygienic state and condition in accordance with all applicable regulations and Acts of Parliament;

12 Appearance

To procure that the Premises are put and maintained in a good state of appearance and that any gardens and car parks forming part of the Premises are kept clean and tidy and in a good state of repair and condition;

13 Assessments

To use reasonable endeavours to ensure that the rateable value of the Premises is maintained at an appropriate level for the Premises;

14 Accounts

To keep all proper books records and annual accounts relating to the carrying out of the Permitted Use and on written request at each Periodic or

Special Rent Review or the service of a Notice (as defined in Clause 4.26.6) to make the same available to the Landlord or its authorised representative;

15 Confidentiality

Not to disclose copy or reveal in any way the contents of instruction manuals guidance manuals or similar documents provided by the Landlord nor to disclose or reveal any policies of the Landlord;

16 Bar lay-out and facilities

Not to reduce the effective drinking area or any facilities in the Premises without the prior consent of the Landlord;

17 Residential Accommodation

To comply with all reasonable regulations made by the Landlord from time to time and notified to the Tenant in writing in respect of any residential accommodation at the Premises;

18 Promoting the Business

To comply with any reasonable recommendations and any reasonable promotion schemes of the Landlord or its nominees as the same relate to the Business.

PART 3 - Signing

- 1 Except where the same is the obligation of the Landlord under this Lease to ensure that all signs lettering and notices at the Premises are in good repair and condition and renewed and replaced where necessary;
- 2 To ensure that all signs boards lettering and notices required by law at the Premises are properly displayed;
- 3 To ensure that all signs boards lettering and notices are properly illuminated;
- 4 To ensure that any illuminated signs and lights at the Premises are switched on when light conditions require;
- 5 If the Terms of Trading cease to be in full force and effect to permit the Landlord or its agents at any time thereafter to enter onto the Premises to remove any signs lettering or notices which relate to the Landlord or the Beer Suppliers;

PART 4 - Landlord's Option to Purchase Tenant's Inventory

- 1 This Part 4 applies to the Tenant's Inventory during the Term;
- 2 The Landlord will have the right at the end of the Term (but no obligation so to do) to take free from all mortgages charges and encumbrances whatsoever and pay for such parts of the Tenant's Inventory as the Landlord may select ("the Selected Items") at a valuation ("the Valuation") to be agreed between the Landlord and the Tenant or if they are unable to agree the Valuation such amount to be decided by a surveyor who will act as an expert;
- 3 The property in the Selected Items will pass to the Landlord immediately upon the Landlord giving notice to the Tenant of the exercise of its option to purchase them whether a Valuation has been agreed or not and the Tenant will not damage the same and they will remain at the Tenant's risk until such time as the Tenant delivers the same into the possession of the Landlord upon quitting the Premises;
- 4 The Tenant agrees with the Landlord that it will not during the Term dispose of any articles specified in the Tenant's Inventory without first offering to sell the same to the Landlord for the Valuation;
- 5 The Landlord will have the right at the end of the Term (but no obligation so to do) to take free from all mortgages charges encumbrances and third party claims whatsoever and pay for the Tenant's sound and saleable stock in trade at a Valuation to be agreed between the Landlord and the Tenant or if they are unable to agree to be decided by a member of the Institute of Licensed Trade Stock Auditors who will be appointed by the Landlord;
- 6 The Landlord will not be under any obligation to take and pay for any other property of the Tenant which may be on the Premises at the determination of this Lease.

SCHEDULE 5:
Terms of Trading
PART 1 - Definitions

- 1 In this Schedule the following expressions will have these meanings ascribed to them:
 - 1.1 "Landlord's Current Price List" means the most recent price list furnished by the Landlord to the Tenant under Paragraph 7 of Part 2 below;
 - 1.2 "The Landlord" will for the purposes of Parts 2 and 3 of this Schedule 5 include its nominees or its assigns.

PART 2 - Drinks Supplies

- 1 The Tenant will purchase from the Landlord and from no other person or firm all such drinks as he requires for sale on or from the Premises;
- 2 The Tenant will not sell or expose for sale in the Premises or bring onto the Premises for any purpose any drink which has not been supplied to the Tenant by the Landlord;
- 3 The Tenant will not sell or expose for sale in any Landlord's Related Premises or bring onto any Landlord's Related Premises for any purpose any drink which has been supplied by the Landlord to the Tenant under supply arrangements relating to the Premises;
- 4 The Tenant will if required by the Landlord use the IT Equipment to order from the Landlord via the Internet all such drinks as he requires for sale on or from the Premises;
- 5 The Tenant will not:-
 - 5.1 install or use in the Premises any equipment for:
 - 5.1.1 the dispense of beer or other drinks; or
 - 5.1.2 the supply of carbon dioxide nitrogen or other gas providing pressure for the dispense of beer or other drinks; or
 - 5.1.3 the cooling of any cellar or other place in which beer is to be served to the public;which has not been supplied by the Landlord or the Landlord's nominee(s) unless it has been approved by the Landlord; or
 - 5.2 procure or permit the maintenance of any such equipment as is referred to in Paragraph 5.1 by any person firm or company other than the Landlord or the Landlord's nominee(s) unless such person firm or company has been approved by the Landlord the giving withholding or withdrawing of such approval in each case to be subject to such terms and conditions in respect of quality health and

safety as the Landlord may require;

- 6 The Tenant will not advertise goods supplied by other undertakings within or outside the Premises except in proportion to the share of those goods in the total turnover realised in the Premises;
- 7 The Landlord will on the signing of this Lease and from time to time later furnish the Tenant with a price list of the drinks which the Landlord offers to supply to the Tenant;
- 8 The Landlord will during this Lease to the best of its ability supply the Tenant with or procure the supply to the Tenant of such quantities of drinks appearing on the Landlord's Current Price List as it may require and be ready and able to pay for and if the Landlord at any time fails to supply any such drink for a period which in all the circumstances is excessive the Landlord will on the application of the Tenant release the Tenant from any of his obligations under Paragraphs 1 and 2 to the extent and for so long as is necessary having regard to such failure to supply;
- 9
 - 9.1 The Tenant will sell the drinks in the same condition strength and quality as that in which they are supplied; and
 - 9.2 The method of dispensing the drinks will be as approved by the Landlord from time to time;
- 10
 - 10.1 The Tenant will pay for all drinks and other goods supplied by the Landlord in accordance with the Landlord's current Terms of Trading from time to time and by direct debit system if required by the Landlord but if the Tenant is in breach of this Paragraph the Landlord may at its option require that such drinks and other goods supplied by the Landlord are purchased by the Tenant on a cash with order basis;
 - 10.2 the Tenant will pay all monies due to the Landlord on any other account whatsoever in accordance with the terms and conditions applicable thereto; and
 - 10.3 money owing to the Landlord under any account that is overdue and any overdue rent will bear interest at the Prescribed Rate from the date it falls due to the date of payment both before and after any judgment;
- 11 The Tenant will carry on the Business personally and will not carry on any other business or be employed without the previous written consent of the Landlord or hold himself out as a partner or agent of the Landlord;

- 12 If the Landlord permits the Tenant to carry on any other business or be

employed it may impose such conditions as in its absolute discretion it thinks fit including granting such permission for a limited period only and may in its absolute discretion withdraw such permission;

13 The Tenant will at all times and at its own cost :

13.1 provide and where necessary replace from time to time the Tenant's fixtures and fittings and trade equipment in the part of the Premises used for the Business;

13.2 ensure that there are adequate Tenant's fixtures and fittings and trade equipment of a reasonable quality to maintain and enhance the Business at the Premises;

14 The Tenant will not:

14.1 sell or otherwise deal or part with his ownership of the Tenant's furniture fixtures fittings and trade equipment and other goods and effects used in connection with the Business or the Premises except in the ordinary course of business (including replacement) but subject to the provisions of Paragraph 14.3;

14.2 without the previous written consent of the Landlord mortgage charge encumber or grant third parties interests in respect of all or part of the Tenant's Inventory;

14.3 sell or otherwise deal or part with his ownership of the Tenant's fixtures fittings and trade equipment used in connection with the Business or the Premises without first giving the Landlord notice of his intention so to do and giving the Landlord an option to purchase such Tenant's fixtures fittings and trade equipment exercisable within one month of such notice and otherwise upon the terms set out in Part 4 of Schedule 4 ; and

14.4 remove or deface any labels or other identifying features on any barrels or other receptacles for drink but will take all reasonable and necessary steps to protect and maintain them;

15 The Tenant will not without the previous written consent of the Landlord enter into any agreement to hire or rent any equipment or article of any nature for use in the Premises or for the supply of services to the Premises which may be incapable of termination prior to or at the same time as this Lease whenever it may be determined;

16 The Tenant will permit the Landlord from time to time at its own discretion:

16.1 to carry out tests to the services or equipment in the Premises. Such inspections may include without limitation testing of electrical water and gas installations boilers lifts and hoists;

16.2 to inspect and take samples of the food and drink at the Premises and its containers of such food and drink (the Landlord or

its nominees as the case may be paying a reasonable sum for all such samples);

16.3 to ascertain the origin of that drink; and

16.4 to make inventories of that drink;

- 17 The Landlord will at all times have the right to use all or any money it receives from the Tenant to pay all or part of any money the Tenant owes the Landlord on any account however the Landlord thinks appropriate regardless of the purpose for which such money may have been expressed or intended to be paid by the Tenant and irrespective of the order in which any such liability of the Tenant to the Landlord was created or incurred or arose and the Tenant will have no right at all to interfere with or complain about this.

Part 3

(Stock and Display)

Whilst Part 2 of this Schedule remains in effect the Tenant will at all times stock and expose for sale in the Premises and use its best endeavours to sell such of those drinks contained in the Landlord's Current Price List as the Landlord may give notice of to the Tenant from time to time.

SCHEDULE 6: Insurance

1 Landlord's Insurance Obligations

The Landlord COVENANTS with the Tenant while the reversion immediately expectant on the Term is vested in it:

1.1 To insure

1.1.1 (Subject to Paragraph 1.1.2) to keep insured or procure insurance of the Premises and the decorations in the trading areas of the Premises against loss or damage by the Insured Risks in such sum as the Landlord or the Landlord's Surveyor may consider to be the full reinstatement cost and provided that the insurance may if required by the Landlord be in the joint names of the Landlord and any mortgagee or other third party;

1.1.2 Notwithstanding Paragraph 1.1.1 the Landlord will not be obliged to insure if and to the extent that:

(i) the insurance is prevented or becomes void or voidable by reason of any act neglect or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority; or

(ii) in respect of any alteration addition or improvement carried out by the Tenant with Landlord's consent until seven days after the Tenant has notified the Landlord in writing of the value of and practical completion of those works;

1.2 Reinstatement

1.2.1 Subject to obtaining all necessary planning consents and all other necessary licences approvals and consents ("the Permissions") and subject to the provisions of Paragraph 1.2.3 to cause all insurance moneys received (other than for loss of Rent or Insurance Rent or professional fees) to be applied in making good the damage for which the money has been received or (as the case may be) in rebuilding the Premises save that the Landlord will not be obliged to lay out or procure the laying out of the proceeds of such insurance:

- (i) if payment of any insurance moneys is refused by reason of any act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority unless the Tenant has paid to the Landlord in full all the monies required to be paid by Paragraph 4.12; or
- (ii) if where applicable the Tenant has failed to pay to the Landlord in full the monies referred to in Paragraph 4.13;

2 PROVIDED THAT in the event of substantial damage to or destruction of the Premises by an Insured Risk the above provisions will have effect as if

they obliged the Landlord (subject as provided above) to apply insurance monies (other than for loss of Rent or Insurance Rent or professional fees) in rebuilding or reinstating the Premises either in the form in which they were immediately before the occurrence of the destruction or damage or in that form with such modifications as:

(A) may be required by any competent authority as a condition of the grant of any of the Permissions; and/or

(B) the Landlord may reasonably make to reflect then current good building practice; and/or

(C) the Landlord may otherwise reasonably require;

- 3 but so that the Landlord will in any event provide in the Premises as rebuilt and reinstated accommodation for the Tenant no less convenient and commodious and ancillary facilities no less convenient than those which existed immediately before the occurrence of the destruction or damage;

3.1.1 For the purposes of Paragraph 1.2.3 the expression "Supervening Events" means:

- (i) the Landlord has failed despite using its reasonable endeavours to obtain the Permissions; or
- (ii) any of the Permissions have been granted subject to a condition with which it would be impossible for or in all the circumstances it would be unreasonable to expect the Landlord to comply; or
- (iii) some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would make that rebuilding or reinstatement impossible or would mean that it could only be undertaken at a cost that would be unreasonable in all the circumstances; or
- (iv) the Landlord is unable to obtain access to the site for the purposes of rebuilding or reinstating and/or is unable to enter into appropriate and adequate arrangements with the owners and occupiers of any adjoining or neighbouring premises; or
- (v) the Landlord has failed despite using the Landlord's reasonable endeavours to negotiate appropriate and adequate agreements and/or arrangements with the owners and occupiers of any adjoining or neighbouring premises; or
- (vi) the rebuilding or reinstating is prevented by war act of God Government action strike lock-out; or
- (vii) any other circumstances beyond the reasonable control of the Landlord;

3.1.2 The Landlord will not be liable to lay out any insurance monies in rebuilding or reinstating the Premises if and for so long as any of the Supervening Events subsist.

4 Suspension of Rent

4.1 If and whenever during the Term:

- 4.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks so that the Premises or any part of them are unfit for occupation or use; and
- 4.1.2 payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority;

the provisions of Paragraph 2.2 will have effect;

- 4.2 When the circumstances contemplated in Paragraph 2.1 arise then the Rent or a fair proportion of the Rent according to the nature and the extent of the damage sustained will cease to be payable until the Premises or the affected part have been rebuilt or reinstated to the extent that they are fit for occupation and use or (if earlier) until the expiration of a period of three years from the date of such destruction or damage (any dispute as to such proportion or the period during which the Rent will cease to be payable is to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the parties or in default by the President for the time being of the Royal Institution of Chartered Surveyors upon the application of either party).

5 Termination

- 5.1 If after the expiry of the six months commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated the Landlord may by notice served at any time within six months of the expiry of such period invoke the provisions of Paragraph 3.2;
- 5.2 Upon service of a notice in accordance with Paragraph 3.1:
 - (A) the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant; and
 - (B) all money received in respect of the insurance effected by the Landlord pursuant to this Schedule 6 will belong to the Landlord.

6 Tenant's Insurance Obligations

The Tenant covenants with the Landlord as follows:

- 6.1 To comply with all requirements and recommendations of the Landlord's insurers;
- 6.2 Not to do (and not to fail to do) anything that could cause any policy of insurance on or in relation to the Premises or any other adjoining or neighbouring premises to become void or voidable or otherwise prejudiced wholly or in part or that could cause that policy's proceeds to be wholly or partly irrecoverable nor (save with the prior written approval of the Landlord where the Tenant has previously notified the Landlord and has paid the increased premium) anything by which additional insurance premiums may become payable;

- 6.3 To keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require or as the Landlord may reasonably require and to maintain such equipment in efficient working order to their satisfaction and at least once in every six months to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person;
- 6.4 Not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied;
- 6.5 Not to store or bring onto the Premises any article substance or liquid of an especially combustible inflammable or explosive nature save in quantities and types normal in the case of the Permitted Use and in suitable containers and in accordance with any requirements of statutes and bye-laws and the requirements of the insurers of the Premises and to comply with the requirements and recommendations of the fire authority the insurers and the reasonable requirements of the Landlord as to fire precautions relating to the Premises;
- 6.6 To give notice to the Landlord immediately upon the Tenant becoming aware of the occurrence of any event which might affect any insurance policy on or relating to the Premises or upon the occurrence of any event against which the Landlord may have insured the Premises;
- 6.7 To concur in any settlement that the Landlord may make in respect of any claim made by the Landlord under any policy or policies of insurance relating to the Premises;
- 6.8 Not to effect any insurance of or relating to the Premises except that provided for or referred to in this Lease save that the Tenant may effect insurance of loss of profit and its personal effects;
- 6.9 If at any time the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Premises to apply such proceeds in making good the loss or damage in respect of which those proceeds are received;
- 6.10 To notify the Landlord immediately of any matter (including but not limited to any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any reputable insurer or underwriter to grant or to continue insurance in respect of any of the Insured Risks;
- 6.11 To notify the Landlord in writing of the value of any alterations or additions or improvements which it is proposed to make to the Premises before those works are commenced and to notify the Landlord in writing from time to time of any increase in the value of those works;
- 6.12 If and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or

partially irrecoverable immediately in every such case to pay to the Landlord on demand the amount of such insurance money so irrecoverable with interest at the Prescribed Rate from the time such insurance monies (or the relevant part of them) would have been payable under the insurance policy had they not been wholly or partially irrecoverable until the date on which they are paid to the Landlord (both before and after any judgment);

6.13 If and whenever during the Term the Premises or any part of them are damaged or destroyed by any of the Insured Risks then to pay to the Landlord on demand any amount which may upon settlement of any claim by the Landlord be deducted or disallowed by the insurers pursuant to any excess provision exclusion or limitation in the insurance policy;

6.14 At the Tenant's own expense to effect and maintain full insurance cover in respect of:

6.14.1 public liability and employer's liability in connection with the activities of the Tenant carried on at or from the Premises;

6.14.2 all plate glass decorative glass and etched glass at the Premises;

6.14.3 the decorations in any residential accommodation within the Premises;

6.14.4 all Tenant's stock;

6.14.5 all cash in or about the Premises;

6.14.6 all the Tenant's fixtures and fittings and anything else in the Tenant's Inventory;

6.14.7 all the other contents of the Premises;

(which items mentioned in Paragraphs 4.14.2 4.14.5 4.14.6 and 4.14.7 will be insured in the joint names of the Landlord and the Tenant);

7 and promptly to pay all premiums necessary in respect of that insurance cover within seven days after they become due and payable and to produce to the Landlord or the Landlord's agents on demand the policy or policies of such insurance and the receipt for each such payment;

7.1 In the event of damage to or destruction theft or other loss of all or any of those items to apply all such insurance money received to replacing and renewing the same (the Tenant making up any shortfall from its own monies)

8 Default Under Tenant's Insurance Obligations

If the Tenant at any time fails to insure or to produce any policy or receipt in accordance with Paragraph 4.14 of this Schedule the Landlord may do all things necessary to effect and maintain such insurances and the Tenant covenants with the Landlord to reimburse any monies expended by the Landlord for that purpose on demand.

Signed as a Deed by
PUNCH PARTNERSHIPS (PTL) LIMITED
by its attorney in the presence
of a witness

Signature Tracy Howie

Name
(block capitals) TRACY HOWIE

as attorney for PUNCH
PARTNERSHIPS
(PTL) LIMITED

Witness signature AV

Witness name
(block capitals) ALEXANDRA JEWISON

Witness address
Star Pubs and Bars
3-4 Broadway Park
South Gyle Broadway
Edinburgh
EH12 9JZ

3-4 Broadway Park
Edinburgh
EH1 1JL
3-4 Broadway Park
Edinburgh
EH1 1JL

SIGNED as a Deed but not
delivered until the date
hereof by the said
PUNCH PARTNERSHIPS (PTL) LIMITED
through its duly authorised Attorney
PHILIP JULIAN TAYLOR
acting under the Power of Attorney
dated 23 May 2017
in the presence of:

Witness signature:

Name:

Address:

Occupation:

SIGNED as a Deed but not
delivered until the date hereof by
the said

JONATHAN BOOTH

in the presence of:-

Witness signature:

Name

Address:

Occupation:

SIGNED as a Deed but not
delivered until the date hereof by
the said

TERESA LEWIS

in the presence of:-

Witness signature:

Name

Address:

Occupation:

Signed as a Deed by
PUNCH PARTNERSHIPS (PTL) LIMITED
by its attorney in the presence
of a witness

Signature Tracy Howie

Name
(block capitals) TRACY HOWIE

as attorney for PUNCH
PARTNERSHIPS
(PTL) LIMITED

Witness signature AJ

Witness name
(block capitals) ALEXANDRA JEWISON

Witness address
Star Pubs and Bars
3-4 Broadway Park
South Gyle Broadway
Edinburgh
EH12 9JZ

Star Plus and Star
34 Broadway Park
South Gyle Broadway
Edinburgh
EH12 9JZ

SIGNED as a Deed but not
delivered until the date
hereof by the said
PUNCH PARTNERSHIPS (PTL) LIMITED
through its duly authorised Attorney
PHILIP JULIAN TAYLOR
acting under the Power of Attorney
dated 23 May 2017
in the presence of:

Witness signature:

Name:

Address:

Occupation:

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delivered until the date hereof by
the said

JONATHAN BOOTH

in the presence of:-

Witness signature:

Name

Address:

Occupation:

SIGNED as a Deed but not
delivered until the date hereof by
the said

TERESA LEWIS

in the presence of:-

Witness signature:

Name

Address:

Occupation:

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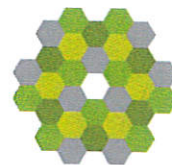
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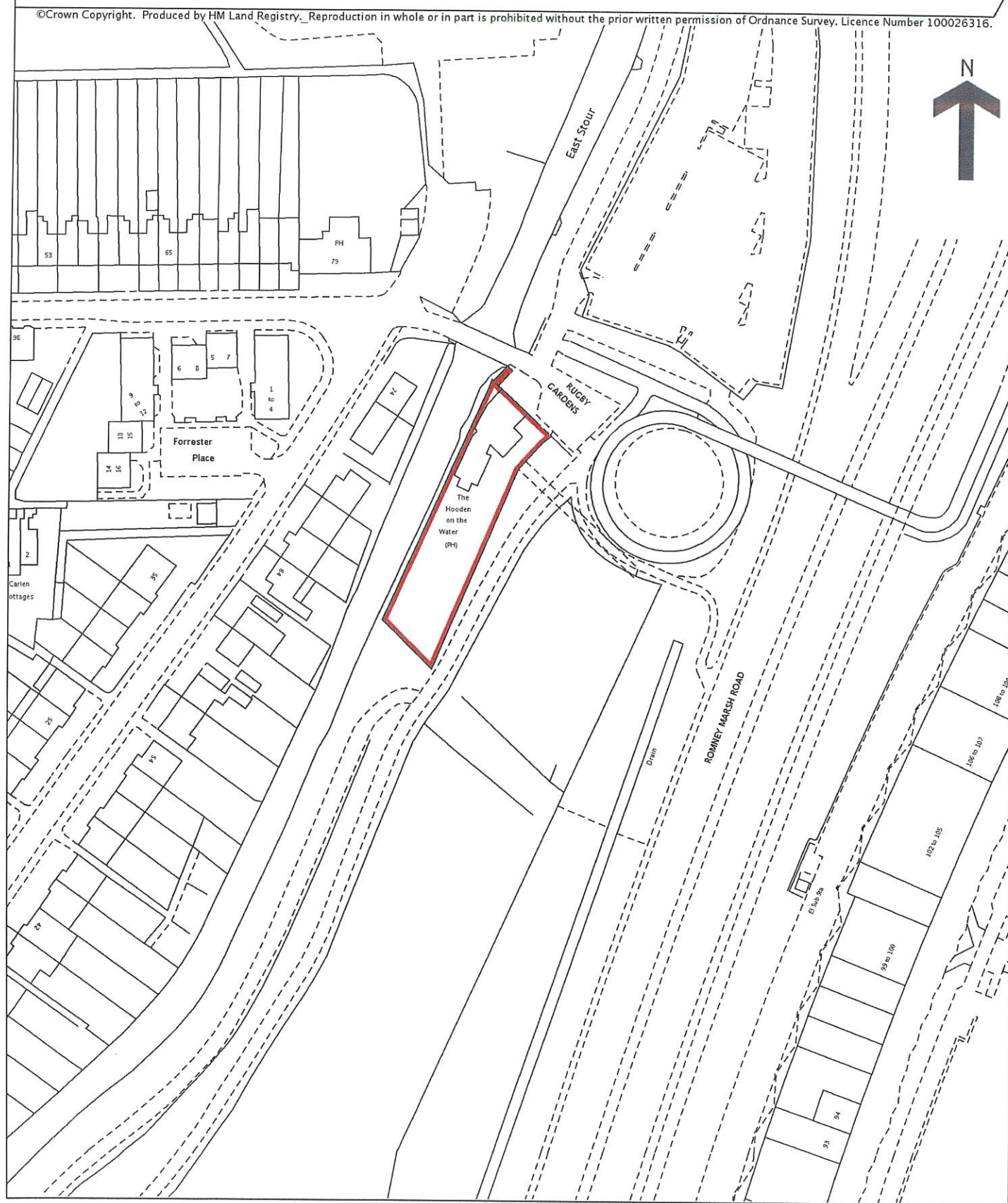
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Scale **1:1250**
Administrative area **Kent : Ashford**



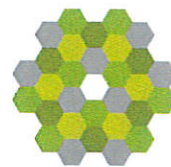
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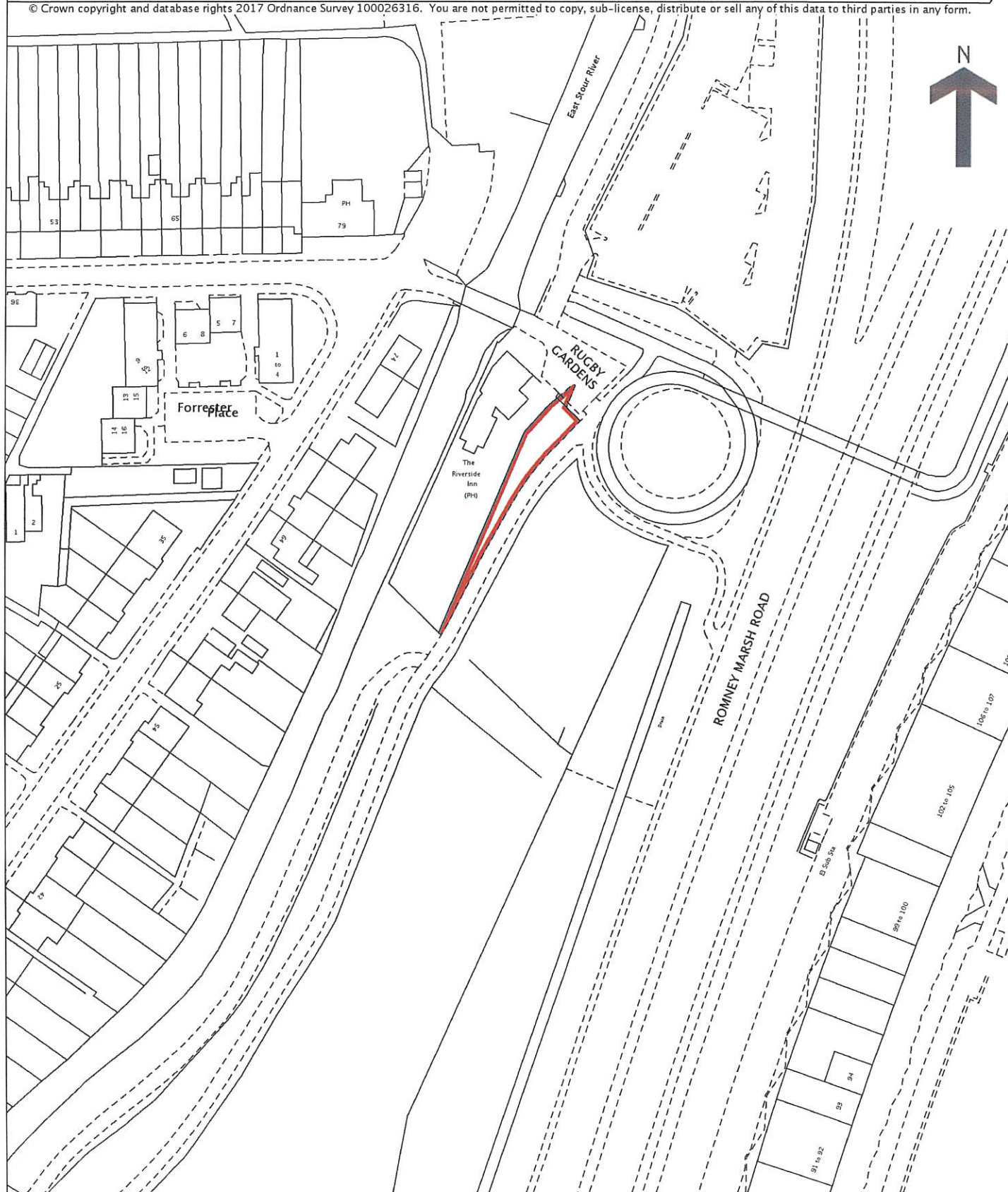
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Scale **1:1250**
Administrative area **Kent : Ashford**



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These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 05 December 2017 shows the state of this title plan on 05 December 2017 at 14:33:32. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Nottingham Office .