

DATED 12/11/21.

2021

LEASE

for 10 Years

relating to

Crown & Sceptre, 9 Market Place, Ross-on-Wye, Herefordshire HR9 5NX

between

STANKERR PUBS LIMITED (1)

and

GAVIN ~~HOBSON~~ (2) ✗ GM
MARTIN

Weightmans

Weightmans LLP
Westgate Point
Leeds
LS1 2AX
Tel: 0345 073 9900
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Ref: MC FW32154/48

THE PRESCRIBED CLAUSES

LR1. Date of lease	NOVEMBER 12 2021
LR2. Title number(s)	LR2.1 Landlord's title number(s) HE13253
	LR2.2 Other title number(s) None
LR3. Parties to this lease	Landlord STANKERR PUBS LIMITED (company registration number 06994901) whose registered office is at Burgundy House, 21 The Forresters, Harpenden, Hertfordshire, AL5 2FB
	Tenant GM ^{MARTIN} GAVIN HUDSON of Crown & Sceptre, 9 Market Place, Ross-on-Wye, Herefordshire HR9 5NX
	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 Crown & Sceptre, 9 Market Place, Ross-on-Wye, Herefordshire HR9 5NX 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
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 the First Schedule of this Lease
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See the Second Schedule 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	None

DATE: 2021

LANDLORD: STANKERR PUBS LIMITED (company registration number 06994901) whose registered office is at Burgundy House, 21 The Forresters, Harpenden, Hertfordshire, AL5 2FB

TENANT: ~~GAVIN HUBSON~~ of Crown & Sceptre, 9 Market Place, Ross-on-Wye, Herefordshire HR9 5NX
MARTIN
1 4 GM

PREMISES: All that land with the premises erected thereon and known as Crown & Sceptre, 9 Market Place, Ross-on-Wye, Herefordshire HR9 5NX and shown edged red on the plan annexed hereto

TERM: 10 years commencing on 12 NOVEMBER 2021

RENT: From and including the date of this lease up to and including 30 March 2022 the rent of peppercorn
from and including 31 March 2022 and up to and including 31 December 2022 the rent of £10,000 per annum from and including 1 January 2023 and up to and including 30 June 2023 the rent of £15,000 per annum and from and including 1 July 2023 and up to and including 31 December 2024 the rent of £20,000 per annum (subject to indexation)

PERMITTED USE: Public House

RENT COMMENCEMENT DATE: 31 March 2022

2 DEFINITIONS IN this Lease save where the context otherwise requires:-

2.1

- (a) Covenants by the Tenant or the Guarantor (if any) shall be deemed to be made by all persons included in those expressions jointly and severally;
- (b) Any covenant by the Tenant not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done;
- (c) The approval or consent of the Landlord where required shall not have effect unless in writing;
- (d) Clause headings and the index shall not affect the construction of this Lease;
- (e) References herein to Clauses and Schedules are (unless stated) references to Clauses and Schedules of this Lease;
- (f) 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;

- (g) Any reference to an Act of Parliament shall include any modifications extension or re-enactment thereof;

2.2

- (a) "Brewer" means a person who manufactures or supplies or procures the supply of beer for resale;
- (h) "Business" means the business of licensed victualler carried on at the Premises;
- (i) "Business Agreement" means the matters set out in the Fourth Schedule;
- (j) "Conduits" means pipes drains sewers wires cables and all other conducting media;
- (k) "Designated Premises Supervisor" means the individual specified as such in the Premises Licence in accordance with the Licensing Act 2003;
- (l) "Energy Assessor" means an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations;
- (m) "Energy Performance Certificate" means a certificate as defined in regulation 2(1) of the EPC Regulations;
- (n) "EPC Regulations" Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118);
- (o) "the Guarantor" includes the personal representatives of individuals;
- (p) "Insolvent" means the relevant person becoming insolvent for the purposes of Sub - sections 27(2) or 27(3) of the Licensing Act 2003;
- (q) "the Insured Risks" means (so far as cover is ordinarily available from the Landlord's insurer) fire lightning earthquake aircraft (other than hostile aircraft) and aerial devices or articles dropped therefrom explosion riot civil commotion malicious damage storm tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles loss of any Necessary Licences in respect of the Premises Landlord's third party liability in respect of the Premises subsidence and such other risks as the Landlord may require from time to time;
- (r) "the Landlord" means the person entitled for the time being to the immediate reversion;
- (s) "Landlord's Fixtures" means all Landlord's fixtures and fittings for the time being (whether or not attached to the Premises) which belong or are provided by the Landlord;
- (t) "this Lease" means this lease and any document supplemental or collateral to it or entered into pursuant to its terms;
- (u) "Leisure Apparatus" means amusements with prizes machines amusements without prizes machines skill with prizes machines and other machines of a similar nature;
- (v) "the Licensing Authorities" mean any of the people bodies or authorities responsible for granting and regulating the Necessary Licences;
- (w) "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;

- (x) "Licensing Provisions" means the matters set out in the Third Schedule;
- (y) "the Loss of Rent" means the loss of the rent FIRST reserved and any Value Added Tax for such period (not less than two years) and in such amount as the Landlord may require;
- (z) "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;
- (aa) "Permitted Temporary Activity" means a temporary licensable activity specified as such under the Licensing Act 2003;
- (bb) "Personal Licence" means a Personal Licence under the Licensing Act 2003;
- (cc) "the Premises" includes the whole of the Premises and each and every part thereof and all additions and alterations thereto including Landlord's Fixtures (except the Tenant's Inventory);
- (dd) "Premises Licence" means a premises licence under the Licensing Act 2003;
- (ee) "Prescribed Rate" means four per centum per annum over the Base Rate from time to time of HSBC Bank PLC or over such other rate as the Landlord may reasonably require;
- (ff) "Recommendations Report" a report as defined in regulation 4 of the EPC Regulations;
- (gg) "Responsible Authorities" means any of the people bodies or authorities specified as such under the Licensing Act 2003;
- (hh) "the Tenant" includes its successors in title and the personal representatives of individuals;
- (ii) "The Tenant's Inventory" means:
 - (i) the items in the inventory (if any) annexed to this lease or
 - (ii) (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
 - (iii) any other goods and effects used in connection with the Business at the Premises
 - (iv) 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;
- (jj) "the Term" means the term referred to in Clause I and any continuation of it or the tenancy;

3 DEMISE AND RENTS

In consideration of the covenants and conditions herein contained the Landlord LETS to the Tenant the Premises TOGETHER WITH the easements and other rights mentioned in the First Schedule EXCEPT AND RESERVING as mentioned in Part I of the Second Schedule 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 the Second Schedule for the Term YIELDING AND PAYING without deduction or set off or counterclaim 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 monthly payments on the first day of each month of which the first payment shall be apportioned from the Rent Commencement Date to the first rent payment day after it which follows the date of this Lease and will be made on the date of this Lease; and

SECONDLY on demand the costs incurred by the Landlord in insuring against the Loss of Rent and the Insured Risks and in paying any insurance excess;

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

FOURTHLY 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 so requires on each date that rent is due to be paid from time to time hereunder) 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

To pay:

- (a) 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 and as a result of the occupation of the Premises by the Tenant or any individual connected with the Tenant either directly or indirectly; and
- (kk) All charges and expenses for gas electricity water telecommunications and other services provided to the Premises;
- (ll) 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 shall on the same date also pay Value Added Tax in respect of such sum or consideration and where the Tenant is to

indemnify or reimburse or pay costs incurred the Landlord it shall 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 with the Premises and other premises.

4.6 **Repair:**

(a) To put and keep the Premises in good and substantial repair renewing and rebuilding whenever necessary and also when any Landlord's Fixtures at the Premises become incapable of repair to substitute other fixtures and fittings of a similar quality and value and to a specification approved by the Landlord 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;

(mm) to keep such of the Conduits at the Premises as may be necessary properly insulated lagged and protected from frost

(nn) to keep the Landlord's fixtures and fittings (including without limitation cellar cooling equipment and beer raising equipment in good and substantial repair and condition and to renew and replace items lost damaged worn or unfit with modern equivalents as and when shall be necessary and at the end of the Term having replaced any of them which may be missing or damaged with other fixtures of a similar quality and value.

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 as and when shall be necessary.

4.8 **Maintenance**

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 Leisure Apparatus cellar flaps cesspools septic tanks and any other plant or apparatus at the Premises.

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 thereafter in every third year of the Term and the inside in the first year of the Term and thereafter 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 shall first be approved by the Landlord and if the Landlord so requires (without imposing an obligation on the Landlord) under the supervision of 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 windowpanes 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 emergency) to enter the Premises to inspect its condition to take a schedule of the Landlord's fixtures or of any dilapidations 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 Not to introduce dangerous things

Not to bring into or permit to remain in or on the Premises anything 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.

4.14 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 or Leisure Apparatus 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 shall reasonably require PROVIDED always that compliance with guidelines from time to time published by the Landlord shall be deemed approved by the Landlord.

4.15 Overloading

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

4.16 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.

4.17 Undesirable uses and removal of contamination:

(a) 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 to be placed on or about the Premises or any houseboat or barge to be moored alongside the Premises;

(oo) If so requested by the Landlord forthwith to remove from the Premises or render harmless to the satisfaction of the Landlord any contamination or pollution adversely affecting the Premises.

4.18 Permitted Use:

(a) Not to use the Premises otherwise than for the Permitted Use;

- (pp) The Tenant will use its best endeavours at all times to promote the business and all aspects of the Permitted Use carried on at the Premises.

4.19 Statutory and insurance requirements:

- (a) to comply with all legislation from time to time in force and the requirements of the Landlord or its insurers or any competent authority relating to the Premises and its use and any works to the Premises;
- (b) to comply with its obligations under CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file;
- (c) to maintain the health and safety file for the Property in accordance with the CDM Regulations;
- (d) to give that health and safety file to the Landlord at the Termination Date; and
- (e) to procure, and give to the Landlord at the end of this Lease (howsoever determined) irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Centre. Those licence(s) must carry the right to grant sub-licences and be transferred to third parties without the consent of the grantor;
- (f) to supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

4.20 Irrecoverable insurance monies

To pay to the Landlord on demand the amount of any insurance monies in respect of the Premises or any other premises of the Landlord which cannot be recovered 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.

4.21 Planning

To comply with the conditions in any planning permission listed building consent or conservation area consent relating to the Premises and 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 whatsoever and not to make any other alterations or additions without the prior consent of the Landlord and if so required by the Landlord (but without imposing an obligation on the Landlord) 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 public telephone booth or any aerial mast dish or other device for transmitting and receiving signals.

4.24 Signs

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 advert 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:**

- (a) 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;
- (qq) Not to assign the Premises in the last year of the Term;
- (rr)
 - (i) Not to mortgage charge or grant any security interest over the whole of the Premises PROVIDED THAT the Tenant may enter into one charge at any one time in respect of the Premises with the prior consent of the Landlord;
 - (ii) Not to mortgage charge or grant any security interest or bill of sale over the Tenant's Inventory;
- (ss) Not at any time during the Term to assign the Premises to a Brewer;
- (tt) If the Tenant wishes to assign the Premises as a whole then:
 - (i) the Tenant shall both give notice ("the Notice") in writing of such wish to the Landlord and provide the Landlord with copies of the three (or in respect of such period as the Tenant has carried out the Permitted Use if such period is less than three years) most recent sets of annual accounts ("the Accounts") relating to the Permitted Use; and
 - (ii) if the Landlord serves a counternotice on the Tenant within 14 days of receipt of the Notice and the Accounts indicating that the Landlord wishes to take a surrender of the Lease; then
 - (iii) the Landlord and the Tenant shall agree the open market value ("the Value") (if any) of the then unexpired term of the Lease within 21 days of receipt by the Landlord of the Notice the Value to be the price at which the Tenant's interest in this Lease at the date of such valuation might reasonably be expected to be sold assuming:
 - A. a willing seller; and
 - B. a reasonable period in which to negotiate the sale taking into account the nature of the Premises and the state of the market; and
 - C. that values will remain static during that period; and
 - D. that the Premises will be freely exposed to the open market; and
 - E. that no account will be taken of any additional bid by a purchaser with a special interest; and
 - F. that no account will be taken of any hope or marriage value realisable by the sale; and
 - (iv) if the Landlord and the Tenant shall fail to agree the Value then the matter shall be dealt with by a surveyor acting as an expert; then

- (v) within 14 days after the Value has been agreed or determined the Tenant shall surrender this Lease and deliver up the Premises with vacant possession free from incumbrances and the Landlord shall accept the surrender of this Lease and pay to the Tenant the Value (if any);
 - (vi) the Value shall be exclusive of Value Added Tax, and
 - (vii) if the Landlord does not serve a counternotice in accordance with Clause 4.26(e)(ii) or indicates in writing to the Tenant that it does not wish to take a surrender of this Lease or does not accept the surrender of this Lease in accordance with Clause 4.26(e)(v) then for a period of six months from the date of the Notice the Tenant shall be free to assign the whole of the Premises in accordance with this Lease except Clause 4.26(e);
- (uu) Subject to Clause 4.26(e) if the Tenant wishes to assign the Premises and the following circumstances or conditions are satisfied:-
- (i) that any intended assignee provides a Power of Attorney in favour of the Landlord substantially the same as that set out in Clause 6(11); and
 - (ii) that any intended assignee (or its nominated employee) is a fit and proper person to hold the Necessary Licences and is experienced in running businesses of the nature of the Permitted Use or other relevant businesses; and
 - (iii) that such persons as the Landlord may require act as guarantors for the intended assignee in such form set out in Clause 8; and
 - (iv) that the tenant who wishes to assign the Lease if any enters into an Authorised Guarantee Agreement with the Landlord in the form set out in Clause 8 modified as necessary to comply with the Landlord & Tenant (Covenants) Act 1995; and
 - (v) that the intended assignee or its nominated employee (if an individual) has not been declared insolvent made arrangements with creditors or been principal in a business which has been placed in receivership and is not the subject of bankruptcy proceedings or a bankruptcy Order and have had no Court Judgments entered against it; and
 - (vi) that if the Landlord so requires the intended assignee or its nominated employee before the intended assignment attends a suitable training course in public house management reasonably acceptable to the Landlord; and
 - (vii) that the intended assignee deposits with the Landlord a sum equivalent to one-quarter of the annual rent reserved by this Lease plus such amount and such form of deposit as the Landlord reasonably requires in respect of liability to pay monies due under the terms of this Lease; and
 - (viii) that the tenant procures that the intended assignee deposits with the Landlord with the application for consent to assign the Premises a fully documented business plan in a form reasonably specified by the Landlord; and
 - (ix) that all rent the amount of any liability for assessed dilapidations and other monies due under the terms of the Lease or for products supplied to the Premises by the

Landlord or the Beer Suppliers or any associated companies or either of them are paid before completion of the intended assignment; and

- (x) that the intended assignee will prior to the intended assignment being completed execute and deliver to the Landlord a deed in such form as the Landlord may reasonably require containing a covenant by the intended assignee that with effect from the date of the assignment the intended assignee will pay the rents and all other sums and payments due under this Lease and observe and perform all the Tenant's obligations under this Lease for the remainder of the Term (subject to the possibility of the intended assignee's earlier release from liability by virtue of the Landlord and Tenant (Covenants) Act 1995)
- (xi) before the Tenant assigns this Lease any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of its authorised guarantee agreement in a form the Landlord requires as a deed and delivered to the Landlord before the assignment

Then the Tenant may on obtaining the prior consent of the Landlord assign the whole of the Premises to such assignee

- (vv) Without prejudice to the above the Tenant (where appropriate) may with the approval of the Landlord (not to be unreasonably withheld or delayed) allow the holder of the Necessary Licences together with such person's immediate family to occupy any ancillary living accommodation at the Premises for residential purposes only on the basis of a service occupancy and without creating any security of tenure which such person together with his family shall immediately vacate the Premises on ceasing to be a holder of the Necessary Licences;
- (ww) The Tenant will register all of its interest in the Premises at the Land Registry as soon as possible after it acquires it and in any event within the period specified by Law. The Tenant will ensure that any associated queries and requirements of the Land Registry are speedily dealt with. The Tenant will co-operate with the Landlord and take all necessary steps to ensure that the Land Registry keep confidential such information in or connected with this Lease as the Landlord is legally entitled to require. On completion of the registration the Tenant will procure that the Landlord is provided with office copy entries of the Tenant's land register showing the Tenant registered as the legal proprietor of all the leasehold interest created by this Lease. The Tenant will also on demand provide the Landlord with reasonable evidence that Land Registry have kept those details confidential

4.27 Registration

To supply to the Landlord for registration a certified copy of any document effecting an assignment or charge of this Lease within twenty-one days of completion thereof and to pay to the Landlord on demand such registration fee as it may require (being not less than Twenty Pounds).

4.28 Costs

To pay to the Landlord on demand as additional rent and as a debt all costs it incurs in connection with or in contemplation of:-

- (a) the preparation and service of a notice or any proceedings under Section 146 or 147 of the Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938 (notwithstanding that forfeiture is avoided);
- (xx) the preparation and service of a schedule of dilapidations at any time during or after termination of the Term;
- (yy) the preparation and completion of this Lease and any memorandum of the revised rent pursuant to Clause 7 and the variation or release of any part of this Lease in accordance with its terms;
- (zz) any applications for consent or approval whether or not consent is refused or the application is withdrawn;
- (aaa) the remedying of any breach of the Tenant's covenants or the conditions in this Lease; and
- (bbb) any actions envisaged by Clause 6.11.

4.29 Applications for consent

On applying for any consent or approval the Tenant shall disclose to the Landlord such information as the Landlord may reasonably require.

4.30 To inform Landlord of damage contaminants defects and notices

Forthwith to give full details to the Landlord of any damage to or the existence of any contaminant or pollutant on or any defect in the Premises or notices received in respect of the Premises which may give rise to a duty on the Landlord or of anything which may affect the Landlord's interest in the Premises.

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 shall be made or attempted to be made to give notice forthwith to the Landlord and to adopt such means as are reasonably necessary to prevent the same.

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:

- (a) Immediately before the end of the Term (howsoever determined) unless otherwise required by the Landlord to remove both 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;

- (b) Immediately before the end of the Term (howsoever determined) to replace any Landlord's Fixtures which may be missing or damaged with other fixtures and fittings of a similar quality and value to a specification approved by the Landlord;
- (c) Immediately before the end of the Term (howsoever determined) unless and to the extent that the Landlord notifies the Tenant to the contrary, to reinstate all alterations and additions made to the Premises:
 - (i) during the Term;
 - (ii) under any agreement for lease made before the start of the Term; and
 - (iii) under any previous tenancy of the Premises under which the Tenant, or any predecessor in title of the Tenant:
 - A. lawfully altered or added to the Premises under a liability to reinstate; but
 - B. did not reinstate at the end of that tenancy;

4.35 Return Possession

At the expiry or earlier termination of this lease to return possession of the Premises to the Landlord with vacant possession of the whole of the Premises.

4.36 To observe covenants

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

4.37 Business Agreement and Licensing Provisions

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

- (a) the obligations set out in the Licensing Provisions; and
- (ccc) the obligations on the Tenant set out in the Business Agreement.

4.38 Energy Performance Certificates:

- (a) to co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report and
- (b) to allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Premises
- (c) not to obtain or commission an Energy Performance Certificate for the Premises unless required to do so by the EPC Regulations

- (d) where the Tenant is required by the EPC Regulations to obtain or commission an Energy Performance Certificate for the Premises, the Tenant must at the request of the Landlord either:
 - (i) obtain or commission and Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
 - (ii) pay the costs of the Landlord of obtaining or commissioning an Energy Performance Certificate for the Premises;
- (e) to deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Premises that is obtained or commissioned by the tenant or any other occupier of the Premises.

5 LANDLORD'S COVENANTS

The Landlord COVENANTS with the Tenant while 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 To insure

Unless such insurance shall be vitiated by any act or omission of the Tenant or any person deriving title under the Tenant or any of its or their servants agents licensees or invitees to insure the Premises against loss or damage by the Insured Risks in an amount (due regard being had to such excesses as shall be the commercial norm) which is the Landlord's estimate of the likely cost of rebuilding or reinstatement (including demolition and clearance costs) and all fees relating thereto and against the Loss of Rent.

5.3 To Reinstate

Without prejudice to the Landlord's right in Clause 6.5 in the event of the destruction or damage of the Premises by any of the Insured Risks unless payment of the insurance monies shall be refused in whole or in part 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 and subject to obtaining all necessary consents and approvals the Landlord shall cause all monies received in respect of such insurance (other than in respect of rent and fees) to be paid out in the rebuilding and reinstating of the Premises.

6 PROVISOS

6.1 Forfeiture:

- (a) If the rents or any other sum due under this Lease shall be in arrears for twenty one days (whether formally demanded or not); or
- (ddd) If the Tenant shall fail to observe or perform any of its covenants or the conditions in this Lease; or
- (eee) If distress or other execution shall be levied on the Premises or their contents; or
- (fff) If a Bankruptcy Order or an Administration Order is made in respect of the Tenant (or if the Tenant is more than one person then in respect of either or any of them); or

- (ggg) If the Tenant (being a company) has an administrator appointed under Part 2 of the Insolvency Act 1986; or
- (hhh) If a resolution is passed or an Order is made to wind up the Tenant; or
- (iii) If a receiver or administrative receiver is appointed over the whole or any part of the property assets or undertaking of the Tenant; or
- (jjj) If the Tenant is struck off the Register of Companies or is dissolved or otherwise ceases to exist under the laws of the country or state of its incorporation; or
- (kkk) If any of the Necessary Licences end without the Landlord's prior written consent or have conditions imposed which the Landlord reasonably considers will damage the Business or the Landlord's interest in the Premises or the Tenant or any licence holder for the time being is convicted of any offence which might cause the Tenant or any licence holder for the time being to lose any of the Necessary Licences; or
- (lll) If the Tenant is unable to pay its debts under Section 268 Insolvency Act 1986 or it makes or proposes to make any voluntary arrangement with its creditors;

then the Landlord may determine this Lease by re-entering the Premises but without prejudice to any other remedy of the Landlord in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

6.2 **No implied easements**

Nothing in this Lease shall confer upon the Tenant any easement right or privilege whatsoever over or against any land adjoining or neighbouring the Premises which now or hereafter shall belong to the Landlord or impose any restriction on the use of any land not comprised in this Lease save as expressly hereby granted or imposed.

6.3 **No compensation**

The right of the Tenant (or any undertenant) to compensation on quitting the Premises is excluded except that if the Landlord determines this Lease in accordance with Clause 6(5) on such determination the Landlord shall pay to the Tenant an amount equal to the compensation the Tenant would have obtained under Section 1 of the Landlord and Tenant Act 1927 if the Term had expired immediately prior to such damage or destruction Of the Premises.

6.4 **Cesser of rent**

If the Premises shall be damaged or destroyed by any of the Insured Risks so as to be unfit for occupation and use in accordance with this Lease then (save to the extent that the insurance money shall be irrecoverable by reason solely or in part of any act or default of the Tenant or any person deriving title under the Tenant or any of its or their servants agents licensees or invitees) the Rent or a fair proportion (determined by the Landlord) according to the nature and extent of the damage shall be suspended until the Premises are again fit for occupation and use in accordance with this Lease.

6.5 **Break on destruction**

If the Premises or a substantial part shall be damaged or destroyed so as to be unfit for occupation and use in accordance with this Lease the Landlord shall be able to determine this Lease by giving six months' notice in writing to the Tenant and the Lease shall determine at the expiry of such notice but without

prejudice to the rights of either party against the other in respect of previous breaches of covenant under this Lease.

6.6 Notices:

- (a) Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated herein PROVIDED THAT if the Landlord shall from time to time notify the Tenant in writing of a person on whom all notices should be served under this Lease then such person shall be treated as the Landlord for the purposes of this Clause 6.6;
- (b) Any person notified to the Tenant from time to time by the Landlord under Clause 6.6(a) shall be entitled to serve notices under this Lease as if such person were the Landlord.

6.7 Landlord's development

Nothing in this Lease or implied into this Lease shall restrict the present or future use of any land or buildings not forming part of the Premises.

6.8 Variation:

- (a) In the event that all or any of the terms of this Lease have or in the reasonable opinion of the Landlord having regard to any existing pending or proposed legislation are about to become void or unenforceable under any applicable law the Landlord may by notice to the Tenant:
 - (i) vary this Lease to the minimum extent necessary to enable the remaining terms to subsist; and
 - (ii) require the Tenant to agree to substitute terms with as closely similar effect as may be possible and reasonable in the circumstances; and
- (mmm) The date of agreement or determination of the variation shall be taken as being the date of the service of the notice requiring such variation;
- (nnn) The Landlord may serve more than one such notice during the Term;
- (ooo) The Landlord and the Tenant shall agree and enter into a deed of variation supplemental to this Lease to reflect such a variation and in default of agreement on the wording of such deed the wording shall be settled by a barrister-at-law acting as an expert;
- (ppp) The fact that any part or parts of this Lease may be or become void or unenforceable shall not affect the validity or enforceability of the remainder of this Lease.

6.9 Appropriation:

- (a) At all times during this Lease the Landlord shall have the right as it thinks fit in respect of any monies paid to it by the Tenant (and irrespective of what the Tenant indicates or intends such monies to be for) to use such monies either towards rent or other sums due under this Lease or towards amounts owing by the Tenant to the Landlord or the Beer Suppliers for goods supplied;
- (qqq) The Tenant shall have no right under any circumstances to object or interfere with the exercise by the Landlord of its right above.

6.10 Experts:

- (a) Where in this Lease there is reference to a person dealing with a dispute as an expert ("the Expert") then he shall be independent

- (b) Where the Expert is to be a surveyor he shall be a Fellow of the Royal Institution of Chartered Surveyors currently in practice with at least five years' experience in a reputable commercial practice of dealing with the letting and valuation of buildings like the Premises used for the Permitted Use agreed upon by the Landlord and the Tenant or if they cannot agree then a person nominated on the application of either party by the President (or if he is unable so to nominate the Vice-President) for the time being of The Royal Institution of Chartered Surveyors;
- (rrr) Where the Expert is to be a barrister-at-law he shall be a person currently in practice of at least five years' standing with experience in the legal aspects of commercial property and licensed premises agreed upon by the Landlord and the Tenant or if they cannot agree then a person nominated on the application of either party by the President (or if he is unable so to nominate the Vice-President) for the time being of the Bar Council;
- (sss) Where the Expert is referred to as a "Technical Expert" he shall be a member of the Institute of Brewing of standing within the brewing industry agreed upon by the Landlord and the Tenant or if they cannot agree then a person nominated on the application of either party by the President (or failing him his deputy) for the time being of the Institute of Brewing;
- (ttt) If the Expert dies or is for any other reason unable to act before he makes his determination then either party may request the nomination of a further Expert (being a surveyor or barrister-at-law or Technical Expert as the case may be) to act in accordance with this Clause 6.10
- (uuu) The Expert shall
 - (i) allow the parties to make written representation to him relating to the matter to be decided; and
 - (ii) promptly pass details of any party's representations to the other inviting within 14 days comments in reply to matters raised in initial representations; and
 - (iii) be at liberty to award costs; and
 - (iv) give written reasons for his decision;
- (vvv) In the absence of any express direction as to the costs of the Expert such costs shall be borne equally between the parties;
- (www) The determination of the Expert shall be final and binding on the parties.

6.11 Power of Attorney:

- (a) In respect of Clause 6.8 and the Third Schedule the Tenant hereby irrevocably empowers and appoints the Landlord (and any person whom the Landlord resolves to nominate) jointly and severally to be the attorney or attorneys of the Tenant with power to do all things required to be done or executed under this Lease (or any deeds or documents to which it relates) with power to appoint a substitute or substitutes for the purposes aforesaid or any of them;
- (xxx) If any power referred to in Clause 6.11 has expired or does not enable the Landlord or those nominated by it to act as stated in Clause 6.11(a) the Tenant agrees with the Landlord that it will on demand in such form as is reasonably required by the Landlord irrevocably empower and appoint the Landlord or such individual or trust corporation as the Landlord shall (without delegation) nominate to act as stated in Clause 6.11(a).

6.12 Necessary Licences:

It is hereby agreed between the Landlord and the Tenant that on the basis that:-

- (a) The Landlord owns or is beneficially entitled to the reversion of the Premises; and
- (yyy) The Landlord procured or was instrumental in the transfer to or obtaining by the Tenant (or any of its predecessors in title) of all or any of the Necessary Licences; and
- (zzz) A similar use to the Permitted Use was carried out at the Premises by or on behalf of the Landlord prior to the grant of this Lease; then

notwithstanding anything to the contrary the benefit of the Necessary Licences shall belong to the Landlord.

6.13 Representations

The Tenant acknowledges that it has not entered into this Lease in reliance wholly or partly on any representation made by or on behalf of the Landlord.

6.14 Certification

It is hereby 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 shall have the following meanings:-

- (a) "Review Date" means 1 January 2025 and thereafter each anniversary of 1 January 2025;
- (aaaa) "Index" means the "all items" index of Consumer Prices Index published by the Office for National Statistics or any other official body that takes over that responsibility for publishing that index or such other index as shall 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 shall be determined by a surveyor as an expert to be an appropriate substitute (which procedures will be repeated in respect of any substituted index subsequently ceasing to exist or if it becomes impossible to calculate the revised Rent by reference to such Index or substituted Index) Provided also that if the base date used to compile such Index changes after the date of commencement of the Term the figure for the Index after the change shall be deemed to be the figure which would have been shown in the Index if the base date in use at the date of commencement of the Term had been retained;
- (bbbb) "Revised Rent" means the amount of the Rent as increased by Clause 7.2 with effect from a Review Date.

7.2 Review

With effect from each Review Date the Rent shall be the greater of:-

- (a) The amount of the Rent payable immediately (or which would have been so payable but for any suspension or abatement of the Rent) before the relevant Review Date; and
 - (ccc) The amount specified in Clause 7(2)(a) above multiplied by A and divided by B
- Where A = the figure for the Index as at the relevant 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 1 January 2024).

7.3 **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 shall continue to pay the Rent at the rate payable immediately before the relevant Review Date Provided that:-

- (a) If the Rent is increased with effect from the relevant Review Date then on the Late Payment Date there shall 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.

7.4 **Time not of essence**

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

7.5 **Rent Review Memoranda**

Where the amount of any rent to be ascertained in this clause has been so ascertained memoranda of it shall be signed by or on behalf of the Landlord and the Tenant.

8 **GUARANTEE**

THE Guarantor COVENANTS with the Landlord that:-

8.1

- (a) 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;
- (dddd) 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 shall 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;

- 8.2 The liability of the Guarantor hereunder shall not be affected by any failure by the Landlord to enforce the payment of the rents or the observance or performance of the covenants and conditions or any refusal by the Landlord to accept rent at a time when the Landlord was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the Premises or any variation of the terms of this Lease or any change in the constitution structure or powers of the Guarantor

the Tenant or the Landlord or any act which is beyond the powers of the Tenant or the surrender of part of the Premises;

- 8.3 As between the Landlord and the Guarantor the Guarantor shall be deemed to be principal debtor;
- 8.4 The Guarantor shall 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;
- 8.5 Where the Guarantor is more than one person the release of one or more of them shall not release the others.

9 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.

IN WITNESS whereof this Lease has been entered into as a deed the day and year first before written.

THE FIRST SCHEDULE

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

THE SECOND SCHEDULE

Exceptions and Reservations out of this Lease

Part 1

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 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:-
 - (a) Viewing the state and condition of the Premises and to ascertain whether the Tenant has complied with its covenants in this Lease; and
 - (b) Carrying out repairs to and/or decoration of the Premises or other works which the Tenant shall fail to carry out although obliged to do so under this Lease; and
 - (c) 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 shall not obstruct the access or light and air to the Premises.
6. 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:-
 - (a) Connect the same into any necessary Conduits; and
 - (a) Receive any income earned from the same; and
 - (b) Enter onto the Premises to install maintain repair renew and service the same.
7. To install or affix on the exterior of the Premises any aerial mast dish or other device for transmitting or receiving signals together with the right to:-
 - (a) Connect the same into any necessary Conduits; and
 - (c) Enter onto the Premises to install maintain repair renew and service the same.
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

All subjections exceptions and reservations and other matters which the Premises are subject to, including those referred to in Land Registry title number HE13253

THE THIRD SCHEDULE

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. It 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 or 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 Leisure Apparatus

The Tenant must get any approvals permissions or Necessary Licences (including without-limit performing rights Necessary Licences) the Tenant needs to keep and use Leisure Apparatus. The Tenant must install site and operate all Leisure Apparatus so the Tenant meets the requirements of any of these approvals permissions or Necessary Licences and all other legal requirements.

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.

THE FOURTH SCHEDULE

Business Agreement

Part 1 - Tenants Obligations

1. **Staff numbers**

To provide adequate numbers of staff at the Premises so as 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 shall from time to time agree between them in writing and in the event of dispute the matter shall be dealt with by a surveyor who shall 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**

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.
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:

 - (a) promote sales on the Premises; and
 - (b) 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. **Leisure Apparatus**
 - (a) Not without the prior approval of the Landlord to bring Leisure Apparatus onto the Premises 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 shall reasonably require.
 - (b) To procure that all Leisure Apparatus at the Premises is kept in good repair and condition and regularly inspected and maintained in accordance with best practice in respect of such Leisure Apparatus.
9. **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.

10. **Insurance**
To insure against third party liability (for an amount to be annually notified to and approved by the Landlord) at the Premises and to insure to the full replacement value the plate glass decorative glass and etched glass at the Premises the Tenant's fixtures and fittings the Tenant's Inventory and the contents of the Premises and in the event of the damage to or destruction of all or any of the aforesaid to apply all such insurance money received to replacing and renewing the same (the Tenant making up any shortfall from its own monies).
11. **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.
12. **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.
13. **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.
14. **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.
15. **Assessments**
To use reasonable endeavours to ensure that the rateable value of the Premises is maintained at an appropriate level for the Premises.
16. **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)(f)) make the same available to the Landlord or its authorised representative.
17. **Confidentiality**
Not to disclose copy or reveal in any way the contents of instruction manuals guidance manual or similar documents provided by the Landlord nor to disclose or reveal any policies of the Landlord.
18. **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.
19. **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.

Part 3 - Signing

1. 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 all 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 - Option to Purchase Tenant's Inventory

1. The Tenant covenants with the Landlord that it will not dispose of any articles specified in the Tenant's Inventory or any optional items without first offering to sell the same to the Landlord for the Agreed Amount (as defined below).
2. The Landlord shall have the option to purchase the Tenant's Inventory or any optional items for the Agreed Amount.
3. If the Landlord wishes to purchase all or part of the Tenant's Inventory its optional items and its stock it shall give the Tenant at least fourteen days' written notice of its desire and shall specify which part or parts of the Tenant's Inventory and its optional items the Landlord desires to purchase.
4. The Agreed Amount shall be as agreed between the Landlord and the Tenant or if they are unable to agree shall be decided by a suitable umpire agreed upon between the Landlord and the Tenant and if they cannot agree such a person the matter shall be decided by a surveyor who shall act as an expert.
5. Title to the items specified in the Landlord's notice shall pass to the Landlord on expiry of the notice period in the Landlord's notice and delivery shall be deemed on such expiry.
6. On the later of the expiry of the notice period in the Landlord's notice or the agreement or determination of the Agreed Amount the Landlord shall pay to the Tenant the Agreed Amount (but without prejudice to paragraph 7 below).
7. On agreement or determination of the Agreed Amount the Landlord shall be entitled to set off against the Agreed Amount any sums owing to it by the Tenant at that time or any subsequent time before the Agreed Amount is paid to the Tenant.

Executed as a Deed by **STANKERR PUBS LIMITED** acting by on Director in the presence of:

Director 

Witness signature 

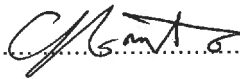
Name **MATTHEW MIAU**

Address **21 THE FORESTERS, HARPENDEN**

Occupation **PROPERTY MANAGER**

MARTIN & **GM**

Signed as a Deed by **GAVIN HUDSON**
In the presence of



Witness signature 

Name **MICHAEL ASTON**

Address **MAYTREE COTTAGE
DANCING GREEN**

Occupation **ROSS-ON-WYE
HRT SITE
SECURITY ALARM ENGINEER.**