

DATED 10<sup>th</sup> February 2003

THE COMRADES CLUB LIMITED

- and -

BANCROFT RETAIL LIMITED

LICENCE

Slade Son & Taylor  
Wallingford, Oxon  
DHS.24 January 2003

THIS DEED made the

10<sup>th</sup>

day of

February

2003

BETWEEN:-

(1) THE COMRADES CLUB LIMITED (596454) of Wood Street Wallingford Oxfordshire OX10 0BD ("the Grantor");

and

(2) BANCROFT RETAIL LIMITED (4284998) of 129 Mount Street Berkeley Square London W1Y 5HA ("the Grantee")

WITNESSES as follows:-

### 1. DEFINITIONS

In this licence unless the context otherwise indicates (and subject to any particular interpretation required by clause 2):-

- "Emergency Rights" means the rights in the circumstances of fire or other emergency (including such fire escape practices as shall be required by the relevant statutory fire authorities) to enter upon the Grantor's Premises on foot through the Grantor's Premises over and along the Escape Route
- "Enactment" means every Act of Parliament directive and regulation now or hereafter to be enacted or made and all subordinate legislation whatsoever deriving validity therefrom
- "Escape Route" means the route through that part of the Grantor's Premises tinted green on the Plan or such other route as the Grantor may from time to time reasonably designate (subject to such alternative route giving proper access to the public highway)
- "Grantee's Premises" means the premises known as 12/13 St Mary's Street Wallingford shown edged red on the Plan
- "Grantor's Premises" means the premises known as The Comrades Club Wood Street Wallingford shown edged <sup>blue</sup> green on the Plan
- "Plan" means the plan annexed hereto
- "Licence Fee" means a fee calculated in accordance with the Schedule

*[Handwritten signature]*

## 2. INTERPRETATION

In this Deed:-

- (1) words importing the singular include the plural and vice versa and words importing one gender include both other genders
- (2) reference to any clause is a reference to the relevant clause of this deed and clause headings shall not affect the construction of this deed
- (3) reference to a specific Enactment includes every statutory modification consolidation and re-enactment and statutory extension of it for the time being in force
- (4) a covenant by a party not to do (or omit) any act or thing also operates as a covenant not to permit or suffer it to be done (or omitted) and to prevent (or as the case may be to require) it being done
- (5) "the Grantor" and "the Grantee" include their respective permitted successors in title assigns and the persons claiming through or under them

## 3. LICENCE

In consideration of the covenants on the part of the Grantee contained in this licence the Grantor permits and licences the Emergency Rights to the Grantee and Pizza Express (Restaurants) Limited or any other lawful owners or occupiers of the Grantee's Premises as shall previously be approved by the Grantor such approval not to be unreasonably withheld or delayed (provided that the Grantor shall not be entitled to refuse approval on the grounds that the Grantor wishes to develop or redevelop the Grantor's Premises) (for the benefit of the Grantee's Premises) <sup>TO HOLD</sup> unto the Grantee the same for a period of 25 years plus one day from the <sup>26<sup>th</sup> March 2003</sup> ~~date of this Licence~~

## 4. GRANTEE'S COVENANTS

The Grantee for itself and those exercising the Emergency Rights covenants with the Grantor

- (1) not to cause damage to the Escape Route or any part of the Grantor's Premises in the exercise of the Emergency Rights and to make good to the reasonable satisfaction of the Grantor any damage in fact caused as soon as reasonably practicable after the same has come to the attention of the Grantee and to keep the Escape Route in a proper state of repair
- (2) not to cause any obstruction in the Escape Route in exercising the Emergency Rights

(3) to comply promptly with all Enactments and requirements of all public or other competent authorities relating to the exercise of the Emergency Rights and to procure all necessary consents for the exercise of the Emergency Rights

(4) to indemnify and keep the Grantor indemnified against all actions proceedings losses costs claims demands damages and expenses and any other liability whatsoever which the Grantor may suffer or incur by reason of anything done by the Grantee in exercise of the Emergency Rights or from any breach of covenant on the part of the Grantee to be observed and performed

(5) not to use the Escape Route other than in the exercise of the Emergency Rights

(6) to pay to the Grantor annually in advance on each anniversary of the date of this Licence the Licence Fee the First Payment being made on the date of this Licence

(7) to pay to the Grantor on demand such sum (not exceeding £2,000) as the Grantor may incur in landscaping the garden area forming part of the Grantor's Premises (subject to obtaining any consents that may be required in relation thereto) such works to be carried out (subject to obtaining such consents) within 6 months from the date hereof

(8) to pay to the Grantor on the execution hereof the sum of £950<sup>+VAT</sup> for the Grantor's legal costs and to pay any proper costs incurred by the Grantor on any application for licence to assign and/or the preparation of a deed of covenant hereinafter mentioned

(9) not to assign the benefit of this licence without the consent in writing of the Grantee such consent not to be unreasonably withheld or delayed subject to the assignee entering into a deed of covenant with the Grantor to be bound by the terms hereof

(10) to maintain proper public liability insurance in respect of the exercise of the Emergency Rights and to produce evidence of such insurance to the Grantor upon reasonable demand but not more often than once in any period of 12 months

## 5. GRANTOR'S COVENANT

The Grantor for itself and those deriving title under it covenant with the Grantee so as to bind the Grantor's Premises for the benefit of the Grantee's Premises that the Grantor will ensure that the Escape Route is kept free from obstruction and available for use at all times to the Grantee and at those authorised to use the same hereunder in order to exercise the Emergency Rights

## 6. TERMINATION

This licence shall be capable of being terminated by notice in writing from the Grantor to the Grantee if the Grantee is in material breach of its obligations hereunder or fails to make any payment due to the Grantor hereunder with [28 days] of the same

becoming due and payable provided that prior to terminating the Licence hereby granted the Grantor will give written notice to the tenants or other lawful occupiers of the Grantee's Premises with details of the material breach or failure to make payment and will allow such tenant or other lawful occupiers 21 days from the date of service of such written notice to rectify the breach or to make the payment before terminating this Licence

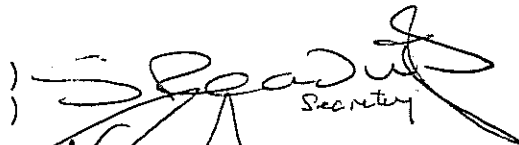
**IN WITNESS** whereof this Licence has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written


### **The Schedule**

1. The Licence Fee shall be £1,200 per annum ("the Basic Sum") but subject to review as hereafter set out
2. The Licence Fee shall be reviewed on each anniversary of the date of this Licence ("the Review Date")
3. During the period of twelve months following each Review Date the Licence Fee payable hereunder (in lieu of the Basic Sum) shall be a payment equal to the Basic Sum with an addition thereto of such percentage of Basic Sum as is equal to the percentage increase in the figure at which the Index of Retail Prices ("the Index") stands at the Review Date and the figure at which the Index stood on the 1<sup>st</sup> day of January 2003 PROVIDED ALWAYS THAT no fall in the figure at which the Index stands shall cause a reduction to be made in the amount of the Licence Fee or in the amount of payment as determined on any review
4. For the purposes of this clause the Index shall mean the Index of Retail Prices published by the relevant department of H M Government
5. In the event of any change after the date hereof in the reference base used to compile the Index the figure to be taken shall be the figure that would have been shown in the Index if the reference base current at the date of the execution hereof had been retained
6. In the event of it becoming impossible by reason of any change after the date hereof in the method used to compile the Index or for any other reason whatsoever to

calculate the payment due hereunder by reference to the Index or if any dispute or question whatsoever shall arise between the parties hereto in respect of the amount of the payment or with respect to the construction or effect of this part of this Schedule the determination of the payment or other matter in difference shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force who shall have the power to determine on such dates as he shall deem expedient what would have been the increase in the Index had it continued on the original basis and given the information assumed to be available for the operation of this Schedule

SIGNED as a Deed on behalf of COMRADES CLUB LIMITED in the presence of:

)   
Secretary

  
Director



ST MARY'S STREET

Manse

LIBRARY

HART STREET

GINN

CORN EXCHANGE

Hall

WOOD STREET

Coal Yard

GARDENS

Priory Mens

Craic Gardens

JAMES STREET

156

70

Sta

*[Handwritten scribble]*