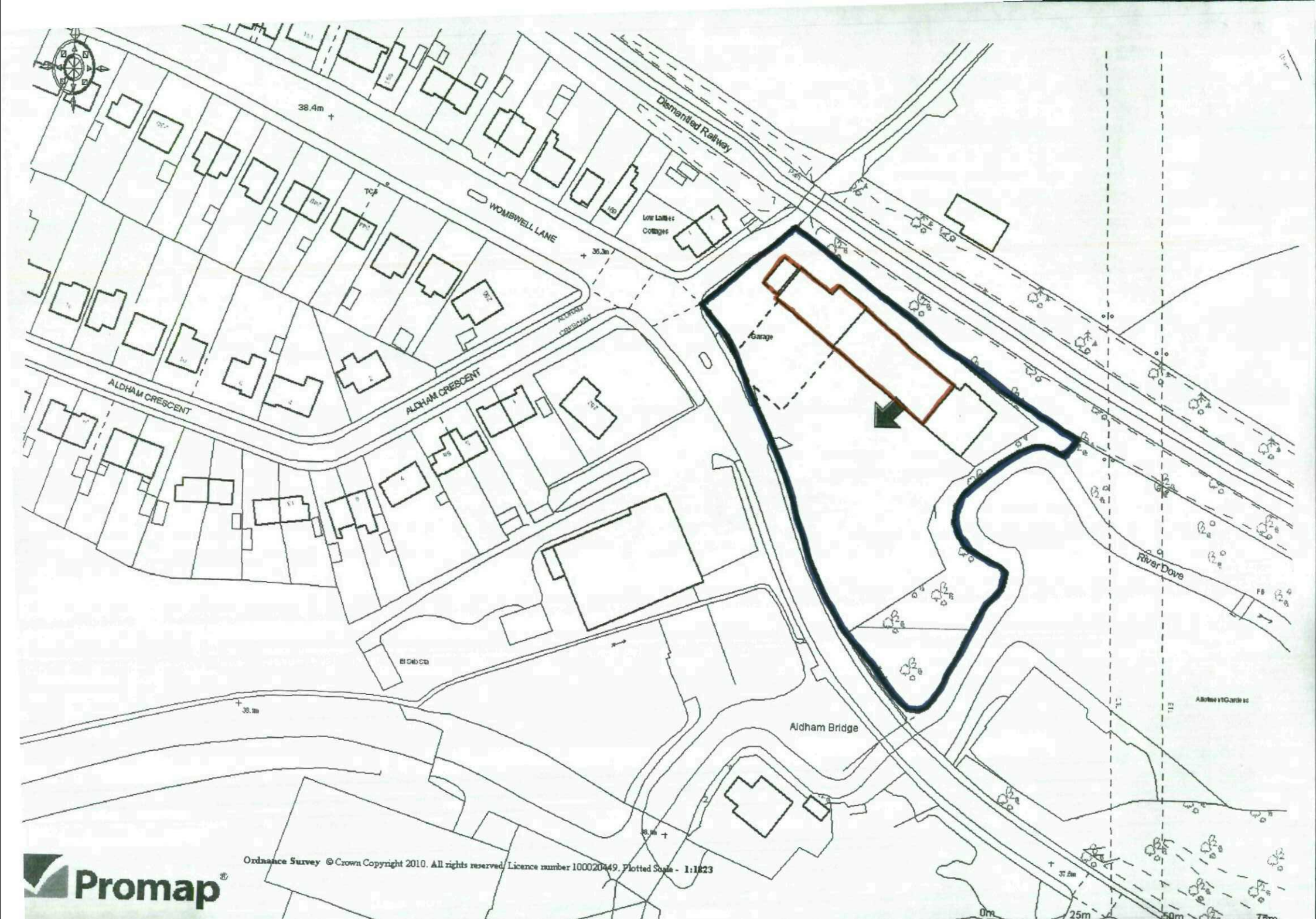

38.4m
Dismantled Railway
WOMBWELL LANE
Low Laithes Cottages
ALDHAM CRESCENT
ALDHAM CRESCENT
Garage
River Dove
Aldham Bridge
Ordnance Survey © Crown Copyright 2010. All rights reserved. Licence number 100020449. Plotted Scale - 1:1823
Promap®
0m
25m
50m

Our Ref: RID1051/RF

25th November 2010

Planning and Transportation Service
Barnsley Metropolitan Borough Council
PO Box 604
Barnsley
S70 9FE

Dear Sir / Madam

FORMER WOMBWELL LANE SERVICE STATION, ALDHAM BRIDGE, BARNSLEY ROAD, WOMBWELL – APPLICATION FOR A CERTIFICATE OF LAWFULNESS FOR AN EXISTING USE

I refer to the aforementioned site and to my recent discussion and meeting with your Matthew Smith of the planning authority. I enclose an application for a Lawful Development Certificate for the existing use of two units for A1 retail use and associated car parking at the site formerly occupied by the Wombwell Lane Service Station. The units and associated car parking are within the ownership of Riseholm Investments Ltd, who own the freehold interest of the whole site and it will be demonstrated through the enclosed evidence the two units have been occupied for A1 retail use for well in excess of 10 years and therefore their lawful use is for A1 retail use.

The two units, shown on the red line site location plan have been continually occupied for A1 retail use for over 10 years, with the western unit being occupied by Wombwell Pet and Aquatics and the eastern unit being occupied by Archer's Bedworld Showroom. Details relating to the occupation of the individual units are set out below.

Wombwell Pet and Aquatics

This unit lies towards the west of the site, with the adjoining Bedworld unit to the east. This unit has been continually traded as Wombwell Pet and Aquatics for over ten years, although the tenants running the business have changed over this period. Copies of leases since 1999 are provided and demonstrate the unit has been occupied for A1 retail use since February 1999 although the unit was used for retailing even before then. The leases relating to the Wombwell Pet and Aquatics unit are as follows:-

- February 1999 – October 2005 Mr Stanley Teasdale (Appendix 1)
- October 2005 – April 2009 Mrs Carol Hudson (Appendix 2)
- April 2009 to date Mr J Wilkinson (Appendix 3)

Archer's Bedworld Showroom

This unit lies towards the east of the site, with the adjoining Wombwell Pet and Aquatics unit to the west. This unit has been continually occupied by Mandy Archer since August 1999. Copies of the leases granted to Mandy Archer have been provided to demonstrate the unit has been occupied for A1 retail use since August 1999. The leases relating to Archer's Bedworld Showroom are as follows:-

t: 0113 243 6116 f: 0113 245 9042 a: Atlas House, 31 King Street, Leeds, LS1 2HL
t: 0845 604 4665 a: Alder House, Willow Tree Park, Booths Lane, Lymm, Cheshire, WA13 0GH
w: www.idplanning.co.uk

- 3 year lease commencing August 1999 Ms M Archer (Appendix 4)
- 3 year lease commencing November 2002 Mandy Archer (Appendix 5)
- 5 year lease commencing November 2005 Mandy Archer (Appendix 6)

Furthermore, planning permission was granted in April 2004 for the erection of two industrial units, the extension of the *existing retail unit* into the adjacent industrial unit and *extension to retail unit*. A copy of this planning permission is attached at Appendix 7, and whilst this planning permission has not been implemented it demonstrates the Council accept the existing Bedworld unit, which was to be extended, and the Aquatic unit, were already occupied for retail use.

No enforcement action has been sought by the Council over the 10 year period for the occupation of the former service station for A1 retail use and it is therefore maintained, on the basis of the evidence provided, that the certificate of lawful use can be duly granted.

I therefore look forward to receiving acknowledgement of receipt and validity of the application at the earliest possible opportunity and in the interim, should you require any further information, please do not hesitate to contact me.

Yours sincerely

[redacted]

Richard Irving BA (Hons) Dip TP MRTPI
Director

enc

50p

DATED 14th February 1995

RISEHOLM INVESTMENTS LIMITED

~ and ~

MR. S. TEASDALE (T/A PAC FILTERS)

L E A S E

relating to premises at Aldham Bridge, Wombwell Lane, Barnsley Road, Wombwell, Barnsley, South Yorkshire.

FINN GLEDHILL,
Solicitors,
1/4, HARRISON ROAD,
HALIFAX.
Tel: 01422 330000.

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FIRST SCHEDULE

Names and addresses of Lessee

SECOND SCHEDULE

First Part
Description of the demised premises

Second Part
Rights granted

Third Part
Rights reserved

THIRD SCHEDULE

Term commencement date
Length of term
Purpose for which the premises may be used

FOURTH SCHEDULE

Payment of rent and rent review provisions

FIFTH SCHEDULE

Forms of Authorised Guarantee Agreement

THIS LEASE made the 11th day of February 1999.

BETWEEN: RISEHOLM INVESTMENTS LIMITED of Hill Top Hall, Pannal, Harrogate, North Yorkshire, HG3 1PA, (hereinafter called "the Lessor" which expression where the context so admits shall include the reversioner for the time being immediately expectant on the term hereby created) of the one part, and

THE person or persons, firm or Company whose name, occupation and address or registered office as the case may be is specified in the First Schedule hereto (hereinafter called "the Lessee" which expression where the context so admits shall include the successors in title and assigns of the Lessee) of the other part.

WITNESSETH as follows:-

1. IN consideration of the rent and Lessee's covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee the premises more particularly described in the First Part of the Second Schedule hereto and the appurtenances thereto belonging (hereinafter referred to as "the demised premises") TOGETHER with (but to the exclusion of all other liberties easements rights or advantages) the rights specified in the Second Part of such Second Schedule, EXCEPTING AND RESERVING to the Lessor and the tenants and occupiers of other portions of the estate of the Lessor of which the demised premises form part (hereinafter referred to as "the Lessor's Estate") and all other persons entitled thereto, the rights specified in the Third Part of such Second Schedule, TO HOLD the demised premises UNTO the Lessee from the day mentioned in the Third Schedule hereto for the term of years (hereinafter referred to as "the said term" which expression shall include any statutory extension thereof) mentioned in the Third Schedule hereto, SUBJECT NEVERTHELESS to the provisos for determination hereinafter contained, YIELDING AND PAYING therefor during the said term yearly and proportionately for any fraction of a year the rent (hereinafter referred to as "the reserved rent") specified in the Fourth Schedule hereto and in such manner as therein mentioned.

2. THE LESSEE hereby covenants with the Lessor to the intent that the obligations may continue throughout the said term as follows:-

2.1.1. TO PAY during the said term the reserved rent at the times and in manner aforesaid without any deduction except as mentioned in the Fourth Schedule hereto and to observe and perform the stipulations contained in the Fourth Schedule hereto in relation thereto.

2.1.2. TO PAY to the Lessor interest on any rent or any other money due under this Lease which shall not be paid within fourteen days of the due date at a rate of 4% above and varying with the base rate normally charged to its Customers by The Royal Bank of Scotland plc.

2.2.1. TO DEFRAY (or in the absence of direct assessment on the demised premises to repay to the Lessor a fair proportion of) all existing and future rates assessments charges and outgoings of every kind and description payable by law in respect of the demised premises or any part thereof by the owner lessor lessee or occupier thereof.

2.2.2. TO PAY and indemnify the Lessor against value added tax (or any tax of a similar nature that may be substituted for such tax or levied in addition to the same) chargeable in respect of:-

(a) Any payment made by the Lessee under any of the terms of or in connection with this Lease; or

(b) Any payment made by the Lessor where the Lessee agrees in this Lease to reimburse the Lessor for such payment.

2.3. TO PAY to the suppliers thereof all charges for gas and electricity (including meter rents if any) consumed in the demised premises during the said term.

2.4. TO PUT and keep the whole of the demised premises and each and every part thereof and all additions and improvements thereto and all drains and pipes whether sanitary or otherwise and all the Lessor's fixtures and fittings therein clean and in good and substantial repair and condition throughout the said term (damage by fire or other insured risk save where the insurance moneys shall be irrecoverable in consequence of any act or default of the Lessee only excepted) and to renew and replace from time to time all Lessor's fixtures fittings and appurtenances in the demised premises which may become or be beyond repair at any time during or at the expiration or sooner determination of the said term, AND without prejudice to the generality of the foregoing covenants to clean all plate glass and other windows and the shop front and fascia in or on the demised premises at least once every month, PROVIDED ALWAYS that in the case of the repair, maintenance or renewal of the roof of the demised premises (or of any block of property belonging to the Lessor of which the demised premises form part) the Lessor shall be entitled but not obliged to give notice in writing to the Lessee of the Lessor's intention to effect such repair, maintenance or renewal itself but at the expense of the Lessee as hereinafter mentioned, whereupon the Lessor shall be entitled at any time after fourteen days of giving such notice to proceed with the necessary works of repair, maintenance or renewal to the said roof and the cost of the said works shall thereupon be payable by the Lessee to the Lessor as additional rent due in arrears within fourteen days of written demand by the Lessor to the Lessee for payment of the same.

2.5. IN THE YEAR or years of the said term mentioned in the Third Schedule hereto and also in the first six months of the last year thereof (howsoever determined) to paint in a proper and workmanlike manner all the inside wood iron and other parts heretofore or usually painted of the demised premises with three good coats of paint of suitable quality and so that such internal painting in the last year of the said term shall be of a tint or colour approved in writing by the Lessor and also with every such internal painting to wash stop whiten distemper grain varnish colour paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the demised premises that have been or ought properly to be so treated and so that in the first six months of the last year of the said term the tints colours and patterns of all such works of internal decoration shall be approved by the Lessor in writing (such approval not to be unreasonably withheld) and also in the year or years of the said term mentioned in the Third Schedule hereto and in the first six months of the last year thereof (howsoever determined) to paint in a proper and workmanlike manner all the external parts heretofore or usually painted with three good coats of paint of suitable quality the tints or colours

on each occasion to be approved in writing by the Lessor, AND to produce to the Lessor tradesmen's receipted accounts for all such works.

2.6.1. NOT TO ERECT any other building structure pipe wire or post upon the demised premises nor to make or suffer to be made any alteration in or addition thereto, EXCEPT with the written consent of the Lessor nor to commit or permit or suffer any waste spoil or destruction in or upon the demised premises nor to cut maim or injure or suffer to be cut maimed or injured any of the roofs walls timbers wires pipes drains appurtenances fixtures or fittings thereof, PROVIDED that if the Lessor shall give consent to any such alterations or additions as aforesaid the Lessee shall nevertheless at the expiration or sooner determination of the term hereby granted (if so required by the Lessor) re-instate and make good the demised premises to the same state and condition in which they were immediately prior to the making or erecting of such alterations or additions.

2.6.2. NOT TO DO or permit or bring in or upon the demised premises anything which may throw on the demised premises or any adjoining buildings any weight or strain in excess of that which such premises are calculated to bear with due margin for safety.

2.7. AT ALL TIMES during the said term to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every Act of Parliament already or hereafter to be passed as any and every order regulation and bye-law already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any additions or improvements thereto or the user thereof for the purposes of any manufacture process trade or business or the employment therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereupon or used for the purposes thereof or otherwise howsoever and to execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised office or Court of competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained at any time during the said term upon or in respect of the demised premises or any additions or improvements thereto or in respect of any such user thereof or employment therein of any person or persons or fixtures machinery plant or chattels or otherwise howsoever as aforesaid whether by the lessor or lessee thereof and to indemnify the Lessor at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted on or about the demised premises or any part or parts used for the purpose of but not comprised in the demised premises or the Lessor's Estate any act or thing by reason of which the Lessor may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses; AND to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the demised premises in obedience to a notice served by a local authority.

2.8. TO PAY a fair proportion (to be conclusively determined by the Lessor) of the expenses incurred in respect of constructing repairing rebuilding and cleansing all party walls fences sewers drains channels sanitary apparatus pipes wires passageways stairways entrance ways roads pavements and all other structures facilities and things the use of which is common to or benefits the demised premises and other premises.

2.9. TO PERMIT the Lessor and its duly authorised agents workmen and others appointed by the Lessor at all reasonable times during the said term (but upon previous written notice save in cases of emergency) to enter into and upon the demised premises and to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises; AND so far as any defects remedied or works done by the Lessor may be included in the Lessee's covenants to repair hereinbefore contained then the costs thereof shall be due from the Lessee to the Lessor as rent in arrears and be forthwith recoverable, PROVIDED that the Lessor shall make good all damage to the demised premises caused by such works as aforesaid.

2.10. TO PERMIT the Lessor and its duly authorised agents surveyors and any others at all reasonable times (upon previous written notice) to enter upon and view the state and condition of the demised premises or the actual user thereof and within three months after the Lessor or the Lessor's agent or surveyor shall have given to the Lessee or left on the demised premises a notice in writing of any defects decays or wants of reparation found thereupon in accordance with the covenants hereinbefore contained well and substantially to repair and make good the same, PROVIDED ALWAYS that if the Lessee shall not so repair and make good the Lessor shall at any time on or after the expiry of the said period of three months be entitled (but not obliged) to enter the demised premises at any reasonable time upon written notice to effect such works of repair and making good as shall be required to remedy the Lessee's failure in such behalf whereupon the cost thereby incurred by the Lessor shall be payable by the Lessee to the Lessor on demand and such cost shall be recoverable by the Lessor as mentioned in clause 4.9. hereinafter contained.

2.11.1. NOT TO STORE or bring upon the demised premises any articles of a specially combustible inflammable or dangerous nature and not to do or permit or suffer anything by reason whereof any insurance effected on the demised premises may be rendered void or voidable or whereby the rate of premium thereon may be increased and to comply with all recommendations of the insurers as to fire precautions relating to the demised premises.

2.11.2. IN THE EVENT of the insurers under any Policy of insurance effected by the Lessor upon the demised premises or any adjacent or neighbouring premises belonging to the Lessor requiring the payment of an excess premium over the flat rate of premium from time to time payable in respect of business premises by reason or by virtue of the use of the demised premises whether as specified in the Third Schedule hereto or otherwise then the Lessee will pay to the Lessor annually on the rent day immediately preceding the Insurance Renewal date any such excess which shall be added to the rent hereby reserved and recoverable by the Lessor as rent.

2.12. NOT TO DO or suffer on the demised premises or any part thereof any act matter or thing whatsoever which may be or tend to the nuisance annoyance damage or disturbance of the Lessor or the owners tenants lessees or occupiers of any adjoining or neighbouring property and not to use the demised premises or any part thereof as the residence or sleeping place of any person.

2.13. NOT TO USE or permit or suffer the demised premises or any part thereof to be used for any illegal or immoral purpose.

2.14.1. TO USE and occupy the demised premises subject only to the obtaining by the Lessee of all necessary town planning and other requisite statutory permissions and consents solely and exclusively as and for the purposes specified in the Third Schedule hereto, PROVIDED ALWAYS that if application shall be made for the Lessor's approval for use for a purpose other than as specified in the Third Schedule the Lessor shall not be deemed to act unreasonably if it shall refuse approval on the ground that the proposed use of the demised premises would or might conflict or compete with any trade or business carried on by the Lessor or by any other tenant of the Lessor in the vicinity of the demised premises.

2.14.2. TO KEEP the demised premises open for the said purposes at all times during normal business hours.

2.15. NOT TO AFFIX erect attach or exhibit or permit or suffer so to be upon any part of the exterior of the demised premises or so as to be visible through any windows thereof any placard poster notice advertisement name or sign whatsoever except if the demised premises have been let for a permitted trade business or professional user but not otherwise the name of the Lessee and the nature of the trade business or profession carried on thereon by the Lessee which may be displayed only in such manner and in such form and character as shall be determined in writing by the Lessor in the absolute discretion of the Lessor.

2.16. NOT TO HOLD or permit or suffer to be held any sale by auction on the demised premises.

2.17. NOT TO ASSIGN demise underlet or otherwise part with possession of any part of the demised premises (here meaning a portion only and not the whole thereof) or to charge a portion only and not the whole of the demised premises or to share occupation of the whole or any part thereof for all or any part of the said term.

2.18.1. NOT TO ASSIGN demise underlet or otherwise part with possession of the whole of the demised premises for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed, PROVIDED that:-

2.18.1.1. In the case of assignment the Lessor shall be entitled to give consent subject to the conditions that before the Lessee shall assign this Lease:-

(a) The Lessee shall enter into an agreement in favour of the Lessor in the

form set out in the First Part of the Fifth Schedule hereto (in the case of an assignment other than by the Lessee named herein with the name of the actual assignor substituted for that of the Lessee in such form of Agreement); and

(b) There shall at completion of the Assignment be no unpaid rent or other money outstanding from the Lessee to the Lessor pursuant to the terms of this Lease.

2.18.1.2. The Lessor's consent shall not in any such case be deemed to be unreasonably withheld if in the reasonable opinion of the Lessor any trade or business intended to be carried on by any proposed assignee, underlessee, licensee or occupier of the demised premises would or might conflict or compete with any trade or business carried on by the Lessor or any other tenant of the Lessor in the vicinity or which in the reasonable opinion of the Lessor would be inimical to the general standard of the demised premises and/or any adjoining or adjacent property of the Lessor.

2.18.1.3. Should the Lessee desire to assign, demise, underlet or otherwise part with possession as aforesaid he shall also before so doing and before giving possession to the intended assignee or underlessee execute and deliver to the Lessor a deed to be prepared by the Solicitor of the Lessor at the cost of the Lessee containing a covenant by the intended assignee or underlessee directly with the Lessor to perform and observe during the term assigned or granted to the assignee or underlessee the covenants (including the present covenant) by the Lessee and conditions contained in this Lease (and in the case of an assignment to pay the rents thereby reserved) in the same manner as if such covenants and conditions were repeated in extenso in such deed with the substitution of the name of the intended assignee or underlessee for the name of the Lessee and with such other alterations as the deaths of the parties or as such other circumstances shall render necessary.

2.18.2.1. PROVIDED FURTHER that if such intended assignee or underlessee as aforesaid shall be a limited liability company then upon the Lessor's demand in that behalf at least two (or more if the Lessor so requires) of its directors of satisfactory standing shall join in such deed as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will perform and observe the said covenants (and in the case of assignment will pay the rents) and to indemnify and save harmless the Lessor against all loss damages

costs and expenses arising by reason of any default by the company and such covenant shall further provide in the usual form that any neglect or forbearance of the Lessor shall not release or exonerate the sureties and shall in the case of an assignment further provide for the sureties to accept a new Lease of the demised premises upon disclaimer of these presents by the company or on its behalf if so required by the Lessor within three months of such disclaimer such new lease to be for the residue of the term hereby granted unexpired at the date of such disclaimer and at the rents payable and subject to the same lessee's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and to be granted at the cost of the sureties in exchange for a counterpart duly executed by the sureties.

2.18.2.2. AND PROVIDED that any such sureties as mentioned in clause 2.18.2.1. shall in the said deed further covenant with the Lessor that on any assignment of this Lease by the assignee for whom they shall be sureties they shall enter into an agreement with the Lessor in the form set out in the Second Part of the Fifth Schedule hereto.

2.18.3. ON THE GRANT of any permitted underlease to obtain therein and at all times thereafter to enforce performance and observance of covenants on the part of the underlessee as follows:-

(i) an absolute covenant not to assign demise underlet or otherwise part with possession of any part of the sub-demised premises (here meaning a portion only and not the whole thereof) or to share occupation of the whole or any part thereof for all or any part of the sub-term;

(ii) a qualified covenant not to assign demise underlet or otherwise part with possession of the whole of the sub-demised premises without the licence in writing of the Lessor (the grant of which shall be subject to the same provisos as are hereinbefore set forth in this clause);

(iii) a covenant that the underlessee will cause to be inserted in every sub-underlease whether immediate or derivative covenants on the part of the relevant sub-underlessee corresponding to the covenants numbered (i) and (ii) above and that the underlessee will at all times thereafter enforce the same.

2.18.4. NOTWITHSTANDING anything herein contained the Lessee shall not create or permit the creation of any interest derived out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a rent less than the full market rent (obtainable without taking a fine or premium) of the demised premises and shall not create or permit the creation of any such derivative interest as aforesaid save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those that may derive title under such underlessee.

2.18.5. NOT to charge the whole of the demised premises without the consent in writing of the Lessor (such consent not to be unreasonably withheld or delayed).

2.18.6. PROVIDED that no application for a Licence shall be dealt with by the Lessor until the Lessee shall pay or procure payment to the Lessor or if the Lessor shall so direct to the Lessor's agents of such fee as the Lessor shall in his reasonable discretion require (but not in any event to be less than the sum of £50.00p, together in the case of an application to the Lessor's Agents with value added tax thereon).

2.19.1. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court.

2.19.2. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor of and incidental to the service of all notices and schedules relating to wants of repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said term as aforesaid).

2.19.3. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred in or in contemplation of claiming or recovering any arrears of rent or other money due hereunder or in connection with any breach by the Lessee of any of the Lessee's obligations hereunder whether or not the Lessor shall prove such matters by proceedings in the Court.

2.20. AT ALL TIMES during the said term to comply in all respects with the provisions and requirements of the Town & Country Planning Acts for the time being in force and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and keep the Lessor indemnified against all liability whatsoever including costs and expenses in respect of such matters AND forthwith to produce to the Lessor on receipt of notice thereof any notice order or proposal therefor made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the demised premises and at the cost of the Lessee to make or join with the Lessor in making every such objection or representation against the same that the Lessor shall deem expedient.

2.21. TO BE RESPONSIBLE for and to indemnify the Lessor against all damage occasioned to the demised premises or any other part of the Lessor's Estate or any adjacent or neighbouring premises or to any person caused by any act default or negligence of the Lessee or the servants agents licensees or invitees of the Lessee.

2.22. NOT TO PLACE or expose for sale or otherwise or permit or suffer so to be upon or over the ground outside the demised premises any goods or things whatsoever nor to cause or permit any obstruction to the access ways to any part of the Lessor's Estate.

2.23.1. TO PERMIT the Lessor during the six months immediately preceding the determination of the said term to affix and retain without interference upon any part of the demised premises a notice for re-letting the same and during such period to permit persons with written authority of the Lessor or their agents at reasonable times of the day to view the demised premises.

2.23.2. IF THE LESSOR'S reversion expectant on the said term shall be for sale then to permit the Lessor to affix and retain without interference upon any part of the demised premises a notice in respect of such sale and to permit prospective Purchasers with written authority of the Lessor or its Agents at reasonable times of the day to view the demised premises.

2.24. WITHIN ONE MONTH after any assignment underlease assignment of any underlease mortgage charge transfer disposition or devolution of the demised premises (or any part thereof) whether the same be effected orally or in writing to give notice thereof in duplicate to the Lessor's Solicitor and to produce to him the original or a certified copy of the instrument or instruments (including any relevant probate letters of administration or assent) or if the same be made orally a memorandum of the terms of such transaction as aforesaid and also to deliver to the same Solicitor for retention by the Lessor a copy thereof and to pay to the same Solicitor a reasonable fee for registration of such transaction in the Lessor's records.

2.25.1. TO INSURE forthwith and to keep insured the plate glass windows of the demised premises against damage or destruction by accident to the full value thereof in the joint names of the Lessor and Lessee in some insurance office or offices or with underwriters to be approved of by the Lessor and to pay all premiums necessary for the above purposes within seven days after the same shall respectively become due and whenever required to produce to the Lessor or its agents the policy or policies of such insurance and the receipts of the current year's premium or premiums and in case of destruction or of damage to any part of the windows of the demised premises from any cause covered by any such insurance immediately to expend all moneys received by virtue thereof in reinstating the same and to make up any deficiency out of their own moneys.

2.25.2. PROVIDED ALWAYS that if the Lessee shall fail to make and maintain any such insurance as aforesaid the Lessor may from time to time effect and keep on foot such insurance and the Lessee will on demand repay to the Lessor all sums of money expended by the Lessor for that purpose.

2.26.1. TO REIMBURSE the Lessor with the cost of the insurance of the demised premises by the Lessor from loss or damage by fire flood and such other risks and special perils as the Lessor shall in its discretion from time to time consider to be appropriate in a sum equal to the full reinstatement value of the demised premises (including if the Lessor so requires provision for inflation to cover the period of re-building or reinstatement) including the cost of demolition, site clearance and shoring up any land or buildings and related costs together with Architects' and Surveyors' professional fees and

together also (if the Lessor so requires) with two years' rent (including if the Lessor so requires an estimate for increased rent prior to rent review) such reimbursement to be regarded as additional rent payable hereunder as mentioned in the Fourth Schedule hereto.

2.26.2. IF AT ANY TIME the Lessee is entitled to the benefit of any insurance on the demised premises (which is not effected or maintained by the Lessor as aforesaid) then to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received.

2.26.3. TO PAY to the Lessor within fourteen days of written demand the amount equivalent to any excess which may be applicable to the Lessor's insurance of the demised premises, PROVIDED that the Lessor will use all reasonable endeavours to minimise the amount of any such excess and will keep the Lessee informed as to the amount of excess from time to time.

2.27. TO YIELD UP the demised premises with the fixtures and fittings and additions thereto (Lessee's fixtures only excepted) at the expiration or sooner determination of the said term in good and substantial repair and condition (Lessor's fixtures fittings and appurtenances being duly renewed and replaced) in accordance with the several covenants hereinbefore contained.

2.28. TO PAY to the Lessor (a) all Solicitors' costs and Surveyors' fees incurred by the Lessor attendant upon or incidental to and (b) a reasonable registration fee in respect of every application made by the Lessee for a consent or licence hereinbefore required or made necessary whether the same be granted or refused or proffered subject to any lawful qualifications or condition or whether the application be withdrawn.

2.29.1. TO OBSERVE and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the Lessor's Estate and notified in writing by the Lessor to the Lessee from time to time.

2.29.2. FROM TIME TO TIME to provide and maintain adequate and suitable accommodation for the storage of refuse in standard dustbins so that the same shall not be visible from adjoining or nearby properties.

2.30. TO pay to the Lessor the Lessor's costs of and incidental to the grant hereof and the stamp duties hereon and the counterpart hereof.

3. THE LESSOR hereby covenants with the Lessee:-

3.1. THAT the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor; and

3.2. TO insure and keep insured the demised premises on the basis mentioned in clause 2.26.1. hereof.

3.3. WITHIN of the date hereof properly to decommission the petrol storage tanks at the demised premises at the expense of the Lessor and in conformity with all applicable regulations.

4. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

4.1. IF AND WHENEVER during the said term the said rents hereby reserved or made payable or any of them or any part thereof shall be in arrear and unpaid for fourteen days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants or agreements on the part of the Lessee herein contained or if the Lessee (being an individual) shall become bankrupt or if the Lessee (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of its undertaking or if an administration order shall be made in respect of the Lessee or an administrative receiver appointed or if the Lessee for the time being shall enter into any arrangement or composition for the benefit of the Lessee's creditors or shall suffer any distress or execution to be levied on the Lessee's goods then and in any of the said cases it shall be lawful for the Lessor at any time thereafter and notwithstanding the waiver of any previous right of re-entry to enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained.

4.2. IN CASE the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other insured risk so as to be unfit for occupation and use the rent hereby reserved or a proportionate part thereof shall be suspended until the same be again rendered fit for occupation and use (which the Lessor shall nevertheless be under no obligation to do), PROVIDED that in the event of the demised premises being completely destroyed or substantially damaged (as to which the decision of the Lessor shall prevail) the Lessor may give to the Lessee written notice determining the term hereby granted and the same shall thereupon cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any covenant condition or agreement herein contained, AND PROVIDED FURTHER that if any fire or other loss which would otherwise be insured shall result from the act or default of the Lessee or if any insurance effected by the Lessor shall be vitiated as a result of the act or default of the Lessee the demised premises shall be reinstated at the cost of the Lessee.

4.3. THE LESSOR shall not be responsible to the Lessee or the Lessee's licensees servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building.

4.4. SUCH of the division walls or fences as divide the demised premises from other premises of the Lessor shall be deemed to be party walls or fences and to belong in equal moieties (considered as divided vertically down the middle throughout the whole length) to the property on either side thereof.

4.5. SAVE where otherwise herein provided for the purpose of service of all notices hereby or by statute authorised to be served the regulations as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein.

4.6. THE LESSOR gives no warranty that the demised premises or any part thereof are authorised to be used for the use from time to time permitted hereunder either under the Town & Country Planning Acts for the time being in force or under any other laws or regulations for the time being in force.

4.7. IF at any time a compulsory purchase order shall be duly made and confirmed for the acquisition by the local authority or any other authority or body empowered to purchase lands compulsorily of the premises hereby demised or any part thereof; or

THE Lessor shall require the premises for any purpose involving or including the demolition and/or the reconstruction of the demised premises or a substantial part thereof (being a purpose for which planning permission has been granted on an application made under the provisions of the Town & Country Planning Acts for the time being in force) and the fact of such requirement is stated in the notice hereinafter mentioned then or in either or any such case the Lessor may serve on the Lessee not less than six calendar months' notice expiring at any time during the currency of this demise to determine this Lease and thereupon immediately after the expiration of such notice the term of years hereby granted and this Lease and everything herein contained shall cease and determine but subject and without prejudice to the rights and remedies of the Lessor in respect of any rent in arrear and to the rights and remedies of either party in respect of any antecedent breach of any of the covenants herein contained.

4.8. NO DEMAND for or acceptance of or receipt for rent by the Lessor after knowledge or notice received by the Lessor or its agents of any breach of any of the Lessee's covenants hereunder shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of these presents be a continuing breach of covenant so long as such breach shall be subsisting and no person taking an estate or interest under the Lessee shall be entitled to set up any such demand or acceptance of or receipt for rent by the Lessor as a defence in any action or proceeding by the Lessor.

4.9. IF the Lessee shall default in making payment to the Lessor of any moneys properly payable by the Lessee to the Lessor pursuant to any of the Lessee's covenants hereinbefore contained the amount owing may be recovered by the Lessor by action or by distress as the same form part of the rent payable hereunder or as liquidated damages.

4.10. ANY statutory right of the Lessee to claim compensation from the Lessor on vacating the demised premises shall be excluded to the extent that the law allows.

4.11. IN THIS LEASE where the context so admits:-

(i) words importing the singular number only include the plural number and vice versa;

(ii) where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally.

5. REFERENCES to any Statute herein contained shall be deemed to refer to any statutory modification or re-enactment thereof for the time being in force.

6. IT IS CERTIFIED that there is no Agreement for Lease to which this Lease gives effect.

IN WITNESS whereof the Lessor has executed the original hereof as a deed and the Lessee has executed the counterpart hereof as a deed the day and year first hereinbefore written.

THE FIRST SCHEDULE

The Lessee

STANLEY TEASDALE (trading as PAC Filters) of Wath Road, Elsecar, Barnsley, South Yorkshire.

THE SECOND SCHEDULE

First Part

The demised premises

The showroom and forecourt premises situate and forming part of the Lessor's land at Aldham Bridge, Wombwell Lane, Barnsley Road, Wombwell, South Yorkshire which premises hereby demised are more particularly delineated on the plan annexed hereto ("the plan") and thereon edged red including the roof, main walls and foundations of such showroom.

Second Part

Rights granted

1.1. The right so far as the Lessor can lawfully grand the same of ingress to and egress from the demised premises over and along the accessway shown coloured orange on the plan in common with all other persons entitled thereto.

1.2. The right at the expense of the Lessee and in a good and workmanlike manner approved in writing by the Lessor (such approval not to be unreasonably withheld or delayed) to open up an entrance between the points marked A and B on the plan.

2. The right of free passage and running water and soil in and through the sewers, drains and channels made or to be made upon, through or under any adjacent premises forming part of the Lessor's Estate and to the free and uninterrupted use of all gas, electric, telephone and other pipes, wires and cables upon, through or under such adjacent premises, all such rights to be so far as necessary or convenient for the enjoyment of the demised premises and in common with the Lessor and all others so authorised by the Lessor and all other persons entitled thereto.

3. The right on giving reasonable notice (except in the case of emergency) to enter into the Lessor's Estate or any part thereof to repair, maintain or decorate the whole or any part of the demised premises, PROVIDED that the Lessee shall make good any damage thereby caused to the Lessor's Estate and shall in the exercise of this cause as little inconvenience or damage to adjoining occupiers as is reasonably possible.

4. A right of way at all times and for all purposes over and along the land coloured orange on the plan.

Third Part

Rights reserved

1. The right of free passage and running water and soil in and through the sewers, drains and channels made or to be made upon, through or under the demised premises and the free and uninterrupted use of all gas, electric, telephone and other pipes, wires and cables upon, through or under the same.

2. Full right and liberty for the Lessor and its Surveyors, agents, workmen and others at all times and from time to time upon reasonable notice (save in case of emergency) to enter into all parts thereof (and if necessary erecting the maintaining scaffolding thereon) for the purpose of repairing, maintaining, altering, cleansing, examining or testing the Lessor's Estate and all parts thereof and the said sewers, drains, channels, pipes, wires and cables serving the same and to make all connections and disconnections which may be necessary in relation thereto and for the purpose of carrying out any work, PROVIDED that the Lessor shall make good any damage caused thereby to the demised premises.

3. All rights of light, air and other easements and rights (but without prejudice to those expressly hereinbefore granted to the Lessee) now or hereafter belonging to or enjoyed by the demised premises from or over any adjacent or neighbouring land or building.

4. The right to build or rebuild or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the demised premises in any such case is thereby diminished or any other liberty, easement, right or advantage belonging to the Lessee is thereby diminished or prejudicially affected.

[redacted]

The right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the term hereby granted vested in the Lessor.

6. A right of access to and egress from all other parts of the Lessor's Estate over and along the land coloured yellow on the plan forming part of the demised premises.

THE THIRD SCHEDULE

The day the term commences:	1st February 1999.
The term granted:	Ten years.
Years for painting and decorating internally:	Every third year of the term.
Years for painting externally:	Every third year of the term.
The purpose for which the demised premises may be used:	Retail/aquatic centre for the sale of fish, garden ponds and filters, and ancillary items relating thereto, or other retail use as defined within clause A1 of The Town & Country (Use Classes) Order 1987 as shall not conflict or be in competition with any business already operating from any part of the Lessor's Estate shown edged blue on the plan.

THE FOURTH SCHEDULE

(a) For the first six months of the said term the yearly rent of [redacted] remainder of the first five years of the said term the yea[redacted] together with reimbursement to the Lessor of insurance premiums in respect of the insurance of the demised premises in accordance with the provisions of clause 2.26.1. of this Lease, such reimbursement to be made on demand as and when such premiums shall be paid by the Lessor, AND together with interest at 4% above the base rate from time to time of Lloyds Bank Plc. (compounded on the quarterly dates for payment of rent hereinafter mentioned) in respect of any payment due from the Lessee to the Lessor (whether by way of rent or otherwise) under any of the provisions of this Lease which shall not be paid within fourteen days of the due date for payment, the said interest to be calculated from such due date for payment until the date of actual payment;

(b) For the remainder of the said term, either the yearly rent payable immediately before the review date as hereinafter defined or the open market rental value of the

demised premises at the review date, whichever is the higher and in any case the same shall remain constant during the whole period during which such rent shall be payable, together with reimbursement of the said insurance premiums and with interest as aforesaid;

AND the said rents shall in all cases be paid by equal quarterly payments (by Banker's order if the Lessor shall so require) without any deduction or set-off whatsoever except as authorised notwithstanding any agreement between the parties by any statutory enactment for the time being in force in advance on the 1st day of February the 1st day of May the 1st day of August and the 1st day of November in every year, EXCEPT THAT reimbursement of the said insurance premiums shall be made on demand as and when such premiums shall be paid by the Lessor, AND payment of interest due as aforesaid shall also be made on demand, PROVIDED that for the purposes of paragraph (b) hereof IT IS HEREBY AGREED that the following definitions and provisions shall apply:-

(i) The expression "open market rental value" means the annual rental value of the demised premises in the open market which might reasonably be demanded by a willing landlord on a lease for a term of years certain equivalent in length to the term of years hereby granted with vacant possession at the commencement of the term but upon the supposition (if not a fact) that the Lessee has complied with all the obligations as to repair and decoration herein imposed on the Lessee (but without prejudice to any rights or remedies of the Lessor in regard thereto) and on the further supposition (if not a fact) that if the demised premises have been damaged by fire or other insured risk the same have been fully rebuilt and/or reinstated) and there being disregarded (if applicable) those matters set out in Paragraphs (a) (b) and (c) of Section 34 of the Landlord & Tenant Act 1954 as amended by Sections 1 & 2 of the Law of Property Act 1969 and there being disregarded (so far as may be permitted by law) all restrictions whatsoever relating to rent or to security of tenure contained in any statute or orders, rules or regulations thereunder and any directions thereby given relating to any method of determination of rent, such lease being on the same terms and conditions (other than as to amount of rent) as this present demise without the payment of any fine or premium;

(ii) The expression "review date" means the expiration of the fifth year of the said term hereby granted;

(iii) The open market rental value shall be determined in manner following, that is to say it shall be such annual sum as shall be:-

(1) specified in a notice in writing signed by or on behalf of the Lessor and posted by recorded delivery post in a pre-paid envelope addressed to the Lessee at the demised premises at any time before the beginning of a clear period of six calendar months immediately preceding the review date (and such notice shall be conclusively deemed to have been received by the Lessee in due course of post) PROVIDED ALWAYS that the Lessor shall be at liberty to serve such

notice at a date after the beginning of a clear period of six calendar months immediately preceding the review date whereupon all time limits stipulated in the following paragraphs of this clause shall nevertheless thereafter apply; or

(2) agreed between the parties before the expiration of three months immediately after the date of posting of such notice as aforesaid; or

(3) determined at the election of the Lessee (to be made by counter notice in writing served by the Lessee upon the Lessor not later than the expiration of the said period of three months) by an independent Surveyor appointed for that purpose by the parties jointly in writing or upon their failure to agree upon such appointment within one month immediately after the date of service of the said counter notice then by an independent Surveyor appointed for that purpose on the application of either party alone by the President for the time being of the Royal Institution of Chartered Surveyors, and in either case in accordance with the provisions of the Arbitration Acts 1950 and 1979 (the costs of such application to be borne by the parties equally but all subsequent costs to be paid as directed by the said independent Surveyor);

(4) in the event that the rent payable from the review date shall neither be agreed between the parties nor determined by such independent Surveyor prior to the review date for any reason whatever then in respect of the period of time (hereinafter referred to as "the said interval") beginning with the review date and ending on the quarterly date for payment of rent immediately following the date on which the said rent shall be agreed or on which such determination shall have been published as the case may be the Lessee shall pay to the Lessor in manner *hereinbefore provided* rent at the yearly rate payable immediately before the review date, PROVIDED that at the expiration of the said interval there shall be due and payable by the Lessee to the lessor as rent in arrears due on demand a sum of money equal to the amount whereby the yearly rent agreed between the parties or determined by such independent Surveyor shall exceed the yearly rent at the yearly rate aforesaid but duly apportioned on a daily basis in respect of the said interval together with interest on such amount at a rate 4% above and varying with the base rate normally charged by Lloyds Bank Plc. to its customers;

(5) subject to the proviso to paragraph (1) of this sub clause all stipulations as to time in the foregoing paragraphs of this sub clause numbered (1) (2) (3) and (4) shall be of the essence of the contract and shall not be capable of enlargement save as agreed in writing between the parties.

(6) in the event of the Lessor being prevented or prohibited in whole or in part by reason of any enactment (which expression shall include any Act of Parliament now or hereafter in force or any instrument, regulation or order made thereunder) from obtaining the open market rental value in accordance with the provisions of this

Schedule the open market rental value shall nevertheless be ascertained to the level which would otherwise have been obtained at the review date in the absence of such enactment but the date at which such revised rent would otherwise have taken effect shall be deemed to be extended so as to permit the Lessor by notice in writing to the Lessee to recover such revised rent as at the first date thereafter upon which such revised rent may be recovered in whole or in part and when in part on so many occasions as shall be necessary to obtain the whole increase in rent which the Lessor would have obtained up to the level of the open market rental value at the review date in accordance with the provisions hereof if not prevented or prohibited as aforesaid provided that nothing herein contained shall entitle the Lessor following the review date to recover an annual rent which is in excess of the annual amount of revised rent at the review date so ascertained as aforesaid or entitle the Lessor to recover any greater rent than that permitted by law.

FIFTH SCHEDULE

First Part

FORM OF AUTHORISED GUARANTEE AGREEMENT

AGREEMENT dated

BETWEEN: ... ("Landlord") of the one part,

and

[redacted]ssignor") of the other part.

1. THE ASSIGNOR has agreed to assign the Lease dated

1996 made between the Landlord of the one part and the Assignor of the other part relating to ... ("the Lease") to
("the Assignee") and this agreement shall take effect when the Lease is assigned to the Assignee, pursuant to the terms of the Lease.

2. THE ASSIGNOR agrees to indemnify the Landlord against all losses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease.

3. THE ASSIGNOR is liable to the Landlord under this agreement as principal debtor and its obligations remain fully effective even if the Landlord shall give to the Assignee extra time to comply with any obligation in the Lease, or shall not insist on its strict terms.

4. THE ASSIGNOR agrees, in the event that the Lease shall be disclaimed and on being so required by the Landlord, to accept from the Landlord the grant of a new tenancy of the premises demised by the Lease and to execute and deliver a counterpart of it to the Landlord. The new tenancy is to be in the

same terms and conditions as the Lease at the date of the disclaimer and to be for a term expiring on the term date of the Lease.

THIS AGREEMENT shall cease to have effect when the Assignee is released from the tenant covenants of the Lease by virtue of Section 5 of the Landlord and Tenant (Covenants) Act 1995 or with the consent of the Landlord.

N WITNESS whereof the parties hereto have executed these presents as a deed the day and ear first before written.

Second Part

FORM OF AUTHORISED GUARANTEE AGREEMENT BY SURETY

AGREEMENT dated

BETWEEN: ... ("Landlord") of the one part,

and

... ("Surety") of the other part.

1. ... ("Assignor") has agreed to assign the Lease dated the day of made between the Landlord of the one part and ... of the other part, relating to ... ("the Lease") to ... ("the Assignee"), and this Agreement shall take effect when the Lease is assigned to the Assignee pursuant to the terms of the Lease.

2. THE SURETY AGREES to indemnify the Landlord against all losses incurred as a result of any failure by the Assignor to indemnify the Landlord as against all losses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease to the extent that the Assignor shall fail so to indemnify the Landlord pursuant to the terms of an Agreement of even date herewith made between the Landlord of the one part and the Assignor of the other part.

3. THE SURETY is liable to the Landlord under this Agreement as principal debtor and its obligations remain fully effective even if the Landlord shall give to the Assignee extra time to comply with any obligations in the Lease or shall not insist on its strict terms.

4.1. THE SURETY agrees in the event that the Lease shall be disclaimed and on becoming so if required by the Landlord to accept from the Landlord the grant of a new tenancy of the premises demised by the Lease and to execute and deliver a counterpart of it to the Landlord. The new tenancy is to be in the same terms and conditions as the Lease at the date of the disclaimer and to be for a term expiring on the term date of the Lease, PROVIDED ALWAYS that the Landlord shall not require the Surety to accept a new tenancy hereunder unless the Assignor shall have failed so to accept such a tenancy

within one month of the Assignor being so required by the Landlord pursuant to the terms of the said Agreement of even date herewith.

2. IF A NEW tenancy shall be accepted by the Assignor pursuant to the terms of the said Agreement of even date herewith the Surety agrees to join in such new tenancy in the terms of the Surety covenants mentioned in the Lease.

IN WITNESS whereof the parties hereto have executed these presents as a deed the day and year first before written.

END OF FORMS OF AUTHORISED GUARANTEE AGREEMENTS

THE COMMON SEAL of Riseholm Investments Limited was hereto affixed by way of execution as a deed in the presence of:-)

Director

Secretary

SIGNED as a deed by the)
Lessee in the presence of:-)

[redacted]

14 Granborne Drive.
Darton, Barnsley S75 5RZ.

PLAN REFERRED TO

RIVER COVE

showroom/
workshop
building

canopy

disused railway embankment

sales
building

WOMBWELL
SERVICE
STATION

WOMBWELL
LANE

bridge

access lane

A

B

DATED 5th October 2005

RISEHOLM INVESTMENTS LIMITED

and

MRS C HUDSON

LEASE

relating to premises at Aldham Bridge, Wombwell Lane, Barnsley Road
Wombwell, Barnsley
South Yorkshire.

R K Wilcock Solicitors
Queen Chambers
5 John Dalton Street
Manchester
M2 6FT

1. Demise

2. Lessee's covenants

2.1.1. To pay rent

2.1.2. To pay interest on overdue sums

2.2.1. To pay rates, assessments, charges and outgoings

2.2.2. To pay VAT

2.3. To pay for gas and electricity

2.4. To repair

2.5. To decorate

2.6. Not to make alterations

2.6.1. Not to overstrain premises

2.7. To comply with statutory requirements

2.8. To contribute towards maintenance of joint facilities

2.9. To permit Lessor entry to repair

2.10. To permit Lessor entry to view state of repair

2.11.1. Not to bring inflammable or dangerous substances a

2.11.2. To pay excess insurance premiums

2.12. Not to cause nuisance or annoyance

2.13. Not to use premises for illegal or immoral purposes

2.14.1. To use premises only for permitted purposes

2.14.2. To keep open

2.15. Signs, etc.

2.16. Not to hold auction sales

2.17. Assignments and Underlettings of part

2.18. Assignments, underlettings and charges of whole

2.19.1. To pay costs of Section 146 Notices

2.19.2. To pay costs of Schedules of Dilapidations

2.19.3. To pay costs of enforcing covenants

2.20. To comply with Town & Country Planning requirements

2.21. To indemnify

2.22. Not to display goods outside premises

2.23.1. To permit re-letting signs

2.23.2. To permit signs for sale of reversion

2.24. To give notice of assignments, under-leases etc.

2.25.1. To insure plate glass

2.25.2. Proviso for Lessor to insure plate glass

2.26.1. To reimburse Lessor with insurance premiums

2.26.2. To apply insurance moneys received by Lessee in reinstatement

2.26.3. To reimburse insurance excesses.

2.27. To yield up on expiry of term

2.28. To pay costs and fees in respect of consents or licences

2.29.1. To observe regulations

2.29.2. To provide for disposal of refuse

2.30. To pay Lessor's costs

3. Lessor's covenants

3.1. Quiet enjoyment

3.2. Insurance

4. General provisions

4.1. Forfeiture clause

4.2. Rent abatement clause

4.3. Disclaimer of Lessor's liability

4.4. Party walls and fences

4.5. Service of Notices

4.6. Denial of Lessor's warranty

4.7. Lessor's break clause in the event of C.P .0. or re-development

4.8. No waiver by acceptance of rent

4.9. Recovery of all sums due from Lessee as rent

4.10. No compensation on quitting

4.11. interpretation clause

5. References to statutes

6. Certificate that there is no Agreement for Lease to which this Lease gives effect

FIRST SCHEDULE

Names and addresses of Lessee

SECOND SCHEDULE

First Part
Description of the demised premises

Second Part
Rights granted

Third Part
Rights reserved

THIRD SCHEDULE

Term commencement date Length of term
Purpose for which the premises may be used

FOURTH SCHEDULE

Payment of rent

FIFTH SCHEDULE

Forms of Authorised Guarantee Agreement

THIS LEASE is made the day of 2005

BETWEEN

(1) **RISEHOLM INVESTMENTS LIMITED** of The Brewhouse, Hill Top Hall Farm, Hill Top Lane, Pannal, Harrogate HG3 1PA ("the Landlord"); and

(2) **CAROLE HUDSON** of 38 Shafford Avenue Elsecor Barnsley S74 8AD ("the Tenant");

WITNESSETH as follows

1. IN consideration of the rent and Lessee's covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee the premises more particularly described in the First Part of the Second Schedule hereto and the appurtenances thereto belonging (hereinafter referred to as "the demised premises") TOGETHER with (but to the exclusion of all other liberties easements rights or advantages) the rights specified in the Second Part of such Second Schedule, EXCEPTING AND RESERVING to the Lessor and the tenants and occupiers of other portions of the estate of the Lessor of which the demised premises form part (hereinafter referred to as "the Lessor's Estate") and all other persons entitled thereto, the rights specified in the Third Part of such Second Schedule, TO HOLD the demised premises UNTO the Lessee from the day mentioned in the Third Schedule hereto for the term of years (hereinafter referred to as "the said term" which expression shall include any statutory extension thereof) mentioned in the Third Schedule hereto, SUBJECT NEVERTHELESS to the provisos for determination hereinafter contained, YIELDING AND PAYING therefore during the said term yearly and proportionately for any fraction of a year the rent (hereinafter referred to as "the reserved rent") specified in the Fourth Schedule hereto and in such manner as therein mentioned.

2. THE LESSEE hereby covenants with the Lessor to the intent that the obligations may continue throughout the said term as follows:-

2.1.1. TO PAY during the said term the reserved rent at the times and in manner aforesaid without any deduction except as mentioned in the Fourth Schedule hereto and to observe and perform the stipulations contained in the Fourth Schedule hereto in relation thereto.

2.1.2. TO PAY to the Lessor interest on any rent or any other money due under this Lease which shall not be paid within fourteen days of the due date at a rate of 4% above and varying with the base rate normally charged to its Customers by The Royal Bank of Scotland plc.

2.2.1. TO DEFRAY (or in the absence of direct assessment on the demised premises to repay to the Lessor a fair proportion of) all existing and future rates assessments charges and outgoings of every kind and description payable by law in respect of the demised premises or any part thereof by the owner lessor lessee or occupier thereof.

2.2.2 TO PAY and indemnify the Lessor against value added tax (or any tax of a similar nature that may be substituted for such tax or levied in addition to the same) chargeable in respect of:-

(a) Any payment made by the Lessee under any of the terms of or in connection with this Lease; or

(b) Any payment made by the Lessor where the Lessee agrees in this Lease to reimburse the Lessor for such payment.

2.3. TO PAY to the suppliers thereof all charges for gas and electricity (including meter rents if any) consumed in the demised premises during the said term.

2.4. TO PUT and keep the whole of the demised premises and each and every part thereof and all additions and improvements thereto and all drains and pipes whether sanitary or otherwise and all the Lessor's fixtures and fittings therein clean and in good and substantial repair and condition throughout the said term (damage by fire or other insured risk save where the insurance moneys shall be irrecoverable in consequence of any act or default of the Lessee only excepted) and to renew and replace from time to time all Lessor's fixtures fittings and appurtenances in the demised premises which may become or be beyond repair at any time during or at the expiration or sooner determination of the said term, AND without prejudice to the generality of the foregoing covenants to clean all plate glass and other windows and the shop front and fascia in or on the demised premises at least once every month, PROVIDED ALWAYS that in the case of the repair, maintenance or renewal of the roof of the demised premises (or of any block of property belonging to the Lessor of which the demised premises form part) the Lessor shall be entitled but not obliged to give notice in writing to the Lessee of the Lessor's intention to effect such repair, maintenance or renewal itself but at the expense of the Lessee as hereinafter mentioned, whereupon the Lessor shall be entitled at any time after fourteen days of giving such notice to proceed with the necessary works of repair, maintenance or renewal to the said roof and the cost of the said works shall thereupon be payable by the Lessee to the Lessor as additional rent due in arrears within fourteen days of written demand by the Lessor to the Lessee for payment of the same.

2.5. IN THE YEAR or years of the said term mentioned in the Third Schedule hereto and also in the first six months of the last year thereof (howsoever determined) to paint in a proper and workmanlike manner all the inside wood iron and other parts heretofore or usually painted of the demised premises with three good coats of paint of suitable quality and so that such internal painting in the last year of the said term shall be of a tint or colour approved in writing by the Lessor and also with every such internal painting to wash stop whiten distemper grain varnish colour paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the demised premises that have been or ought properly to be so treated and so that in the first six months of the last year of the said term the tints colours and patterns of all such works of internal decoration shall be approved by the Lessor in writing (such approval not to be unreasonably withheld) and also in the year or years of the said term mentioned in the Third Schedule hereto and in the first six months of the last year thereof (howsoever determined) to paint in a proper and workmanlike manner all the external parts heretofore or usually painted with three good coats of paint of suitable quality the tints or colours on each occasion to be approved in writing by the Lessor, AND to produce to the Lessor tradesmen's receipted accounts for all such works.

2.6 NOT TO ERECT any other building structure pipe wire or post upon the demised premises nor to make or suffer to be made any alteration in or addition thereto, EXCEPT with the written consent of the Lessor nor to commit or permit or suffer any waste spoil or destruction in or upon the demised premises nor to cut maim or injure or suffer to be cut maimed or injured any of the roofs walls timbers wires pipes drains appurtenances fixtures or fittings thereof, PROVIDED that if the Lessor shall give consent to any such alterations or additions as aforesaid the Lessee shall nevertheless at the expiration or sooner determination of the term hereby granted (if so required by the Lessor) re-instate and make good the demised premises to the same state and condition in which they were immediately prior to the making or erecting of such alterations or additions.

2.6.1. NOT TO DO or permit or bring in or upon the demised premises anything which may throw on the demised premises or any adjoining buildings any weight or strain in excess of that which such premises are calculated to bear with due margin for safety.

2.7. AT ALL TIMES during the said term to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any

and every Act of Parliament already or hereafter to be passed as any and every order regulation and bye- law already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any additions or improvements thereto or the user thereof for the purposes of any manufacture process trade or business or the employment therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereupon or used for the purposes thereof or otherwise howsoever and to execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised office or Court of competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained at any time during the said term upon or in respect of the demised premises or any additions or improvements thereto or in respect of any such user thereof or employment therein of any person or persons or fixtures machinery plant or chattels or otherwise howsoever as aforesaid whether by the lessor or lessee thereof and to indemnify the Lessor at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted on or about the demised premises or any part or parts used for the purpose of but not comprised in the demised premises or the Lessor's Estate any act or thing by reason of which the Lessor may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses; AND to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the demised premises in obedience to a notice served by a local authority.

2.8 TO PAY a fair proportion (to be conclusively determined by the Lessor) of the expenses incurred in respect of constructing repairing rebuilding and cleansing all party walls fences sewers drains channels sanitary apparatus pipes wires passageways stairways entrance ways roads pavements and all other structures facilities and things the use of which is common to or benefits the demised premises and other premises.

2.9. TO PERMIT the Lessor and its duly authorised agents workmen and others appointed by the Lessor at all reasonable times during the said term (but upon previous written notice save in cases of emergency) to enter into and upon the demised premises and to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises; AND so far as any defects remedied or works done by the Lessor may be included in the Lessee's covenants to repair hereinbefore contained then the costs thereof shall be due from the Lessee to the Lessor as rent in arrears and be forthwith recoverable, PROVIDED that the Lessor shall make good all damage to the demised premises caused by such works as aforesaid.

2.10. TO PERMIT the Lessor and its duly authorised agents surveyors and any others at all reasonable times (upon previous written notice) to enter upon and view the state and condition of the demised premises or the actual user thereof and within three months after the Lessor or the Lessor's agent or surveyor shall have given to the Lessee or left on the demised premises a notice in writing of any defects decays or wants of reparation found thereupon in accordance with the covenants hereinbefore contained well and substantially to repair and make good the same, PROVIDED ALWAYS that if the Lessee shall not so repair and make good the Lessor shall at any time on or after the expiry of the said period of three months be entitled (but not obliged) to enter the demised premises at any reasonable time upon written notice to effect such works of repair and making good as shall be required to remedy the Lessee's failure in such behalf whereupon the cost thereby incurred by the Lessor shall be payable by the Lessee to the Lessor on demand and such cost shall be recoverable by the Lessor as mentioned in clause 4.9. hereinafter contained.

2.11.1. NOT TO STORE or bring upon the demised premises any articles of a specially combustible inflammable or dangerous nature and not to do or permit or suffer anything by reason whereof any insurance effected on the demised premises may be rendered void or voidable or whereby the rate of premium thereon may be increased and to comply with all recommendations of the insurers as to fire precautions relating to the demised premises.

2.11.2. IN THE EVENT of the insurers under any Policy of insurance effected by the Lessor upon the demised premises or any adjacent or neighbouring premises belonging to the Lessor requiring the payment of an excess premium over the flat rate of premium from time to time payable in respect of business premises by reason or by virtue of the use of the demised premises whether as specified

in the Third Schedule hereto or otherwise then the Lessee will pay to the Lessor annually on the rent day immediately preceding the Insurance Renewal date any such excess which shall be added to the by the Lessor as rent

2.12. NOT TO DO or suffer on the demised premises or any part thereof any act matter or thing whatsoever which may be or tend to the nuisance annoyance damage or disturbance of the Lessor or the owners tenants lessees or occupiers of any adjoining or neighbouring property and not to use the demised premises or any part thereof as the residence or sleeping place of any person.

2.13. NOT TO USE or permit or suffer the demised premises or any part thereof to be used for any illegal or immoral purpose.

2.14.1. TO USE and occupy the demised premises subject only to the obtaining by the Lessee of all necessary town planning and other requisite statutory permissions and consents solely and exclusively as and for the purposes specified in the Third Schedule hereto, PROVIDED ALWAYS that if application shall be made for the Lessor's approval for use for a purpose other than as specified in the Third Schedule the Lessor shall not be deemed to act unreasonably if it shall refuse approval on the ground that the proposed use of the demised premises would or might conflict or compete with any trade or business carried on by the Lessor or by any other tenant of the Lessor in the vicinity of the demised premises.

2.14.2. TO KEEP the demised premises open for the said purposes at all times during normal business hours.

2.15. NOT TO AFFIX erect attach or exhibit or permit or suffer so to be upon any part of the exterior of the demised premises or so as to be visible through any windows thereof any placard poster notice advertisement name or sign whatsoever except if the demised premises have been let for a permitted trade business or professional user but not otherwise the name of the Lessee and the nature of the trade business or profession carried on thereon by the Lessee which may be displayed only in such manner and in such form and character as shall be determined in writing by the Lessor in the absolute discretion of the Lessor.

2.16. NOT TO HOLD or permit or suffer to be held any sale by auction on the demised premises.

2.17. NOT TO ASSIGN demise underlet or otherwise part with possession of any part of the demised premises (here meaning a portion only and not the whole thereof) or to charge a portion only an the whole of the demised premises or to share occupation of the whole or any part thereof for all or any part of the said term.

2.18.1. NOT TO ASSIGN demise underlet or otherwise part with possession of the whole of the demised premises for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed, PROVIDED that:-

2.18.1.1 In the case of assignment the Lessor shall be entitled to give consent subject to the conditions that before the Lessee shall assign this Lease:-

(a) The Lessee shall enter into an agreement in favour of the Lessor in the form set out in the First Part of the Fifth Schedule hereto (in the case of an assignment other than by the Lessee named herein with the name of the actual assignor substituted for that of the Lessee in such form of Agreement); and

(b) There shall at completion of the Assignment be no unpaid rent or other money outstanding from the Lessee to the Lessor pursuant to the terms of this Lease.

2.18.1.2. The Lessor's consent shall not in any such case be deemed to be unreasonably withheld if in the reasonable opinion of the Lessor any trade or business intended to be carried on by any proposed assignee, underlessee, licensee or occupier of the demised premises would or might conflict or compete with any trade or business carried on by the Lessor or any other tenant of the Lessor in the vicinity or which in the reasonable opinion of the Lessor would be inimical to the general standard of the demised premises and/or any adjoining or adjacent property of the Lessor.

2.18.1.3. Should the Lessee desire to assign, demise, underlet or otherwise part with possession as aforesaid he shall also before so doing and before giving

possession to the intended assignee or underlessee execute and deliver to the Lessor a deed to be prepared by the Solicitor of the Lessor at the cost of the Lessee containing a covenant by the intended assignee or underlessee directly with the Lessor to perform and observe during the term assigned or granted to the assignee or underlessee the covenants (including the present covenant) by the Lessee and conditions contained in this Lease (and in the case of an assignment to pay the rents thereby reserved) in the same manner as if such covenants and conditions were repeated in extenso in such deed with the substitution of the name of the intended assignee or underlessee for the name of the Lessee and with such other alterations as the deaths of the parties or as such other circumstances shall render necessary.

2.18.2.1. PROVIDED FURTHER that if such intended assignee or underlessee as aforesaid shall be a limited liability company then upon the Lessor's demand in that behalf at least two (or more if the Lessor so requires) of its directors of satisfactory standing shall join in such deed as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will perform and observe the said covenants (and in the case of assignment will pay the rents) and to indemnify and save harmless the Lessor against all loss damages costs and expenses arising by reason of any default by the company and such covenant shall further provide in the usual form that any neglect or forbearance of the Lessor shall not release or exonerate the sureties and shall in the case of an assignment further provide for the sureties to accept a new Lease of the demised premises upon disclaimer of these presents by the company or on its behalf if so required by the Lessor within three months of such disclaimer such new lease to be for the residue of the term hereby granted unexpired at the date of such disclaimer and at the rents payable and subject to the same lessee's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and to be granted at the cost of the sureties in exchange for a counterpart duly executed by the sureties.

2.18.2.2. AND PROVIDED that any such sureties as mentioned in clause 2.18.2.1. shall in the said deed further covenant with the Lessor that on any assignment of this Lease by the assignee for whom they shall be sureties they shall enter into an agreement with the Lessor in the form set out in the Second Part of the Fifth Schedule hereto.

2.18.3. ON THE GRANT of any permitted underlease to obtain therein and at all times thereafter to enforce performance and observance of covenants on the part of the underlessee as follows:-

(i) an absolute covenant not to assign demise underlet or otherwise part with possession of any part of the sub-demised premises (here meaning a portion only and not the whole thereof) or to share occupation of the whole or any part thereof for all or any part of the sub- term;

(ii) a qualified covenant not to assign demise underlet or otherwise part with possession of the whole of the sub-demised premises without the licence in writing of the Lessor (the grant of which shall be subject to the same provisos as are hereinbefore set forth in this clause);

(iii) a covenant that the underlessee will cause to be inserted in every sub-underlease whether immediate or derivative covenants on the part of the relevant sub- underlessee corresponding to the covenants numbered (i) and (ii) above and that the underlessee will at all times thereafter enforce the same.

2.18.4. NOTWITHSTANDING anything herein contained the Lessee shall not create or permit the creation of any interest derived out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a rent less than the full market rent (obtainable without taking a line or premium) of the demised premises and shall not create or permit the creation of any such derivative interest as aforesaid save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those that may derive title under such underlessee.

2.18.5. NOT to charge the whole of the demised premises without the consent in writing of the Lessor (such consent not to be unreasonably withheld or delayed).

2.18.6. PROVIDED that no application for a Licence shall be dealt with by the Lessor until the Lessee shall pay or procure payment to the Lessor or if the Lessor shall so direct to the Lessor's agents of such fee as the Lessor shall in his reasonable discretion require (but not in any event to be less than the sum of £50 together in the case of an application to the Lessor's Agents with value added tax thereon).

2.19.1. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court.

2.19.2. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor of and incidental to the service of all notices and schedules relating to wants of repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said term as aforesaid).

2.19.3. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred in or in contemplation of claiming or recovering any arrears of rent or other money due hereunder or in connection with any breach by the Lessee of any of the Lessee's obligations hereunder whether or not the Lessor shall prove such matters by proceedings in the Court.

2.20. AT ALL TIMES during the said term to comply in all respects with the provisions and requirements of the Town & Country Planning Acts for the time being in force and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and keep the Lessor indemnified against all liability whatsoever including costs and expenses in respect of such matters AND forthwith to produce to the Lessor on receipt of notice thereof any notice order or proposal therefore made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the demised premises and at the cost of the Lessee to make or join with the Lessor in making every such objection or representation against the same that the Lessor shall deem expedient.

2.21. TO BE RESPONSIBLE for and to indemnify the Lessor against all damage occasioned to the demised premises or any other part of the Lessor's Estate or any adjacent or neighbouring premises or to any person caused by any act default or negligence of the Lessee or the servants agents licensees or invitees of the Lessee.

2.22. NOT TO PLACE or expose for sale or otherwise or permit or suffer so to be upon or over the ground outside the demised premises any goods or things whatsoever nor to cause or permit any obstruction to the access ways to any part of the Lessor's Estate.

2.23.1. TO PERMIT the Lessor during the six months immediately preceding the determination of the said term to affix and retain without interference upon any part of the demised premises a notice for re-letting the same and during such period to permit persons with written authority of the Lessor or their agents at reasonable times of the day to view the demised premises.

2.23.2. IF THE LESSOR'S reversion expectant on the said term shall be for sale then to permit the Lessor to affix and retain without interference upon any part of the demised premises a notice in respect of such sale and to permit prospective Purchasers with written authority of the Lessor or its Agents at reasonable times of the day to view the demised premises.

2.24. WITHIN ONE MONTH after any assignment underlease assignment of any underlease mortgage charge transfer disposition or devolution of the demised premises (or any part thereof) whether the same be effected orally or in writing to give notice thereof in duplicate to the Lessor's Solicitor and to produce to him the original or a certified copy of the instrument or instruments (including any relevant probate letters of administration or assent) or if the same be made orally a memorandum of the terms of such transaction as aforesaid and also to deliver to the same Solicitor for retention by the Lessor a copy thereof and to pay to the same Solicitor a £30 fee for registration of such transaction in the Lessor's records.

2.25.1. TO INSURE forthwith and to keep insured the plate glass windows of the demised premises against damage or destruction by accident to the full value thereof in the joint names of the Lessor and Lessee in some insurance office or offices or with underwriters to be approved of by the Lessor and to pay all premiums necessary for the above purposes within seven days after the same shall respectively become due and whenever required to produce to the Lessor or its agents the policy or

policies of such insurance and the receipts of the current year's premium or premiums and in case of destruction or of damage to any part of the windows of the demised premises from any cause covered by any such insurance immediately to expend all moneys received by virtue thereof in reinstating the same and to make up any deficiency out of their own moneys.

2.25.2. PROVIDED ALWAYS that if the Lessee shall fail to make and maintain any such insurance as aforesaid the Lessor may from time to time effect and keep on foot such insurance and the Lessee will on demand repay to the Lessor all sums of money expended by the Lessor for that purpose.

2.26.1. TO REIMBURSE the Lessor with the cost of the insurance of the demised premises by the Lessor room loss or damage by fire flood and such other risks and special perils as the Lessor shall in its discretion from time to time consider to be appropriate in a sum equal to the full reinstatement value f the demised premises (including if the Lessor so requires provision for inflation to cover the period f re-building or reinstatement) including the cost of demolition, site clearance and shoring up any and or buildings and related costs together with Architects' and Surveyors' professional fees a together also (if the Lessor so requires) with two years' rent (including if the Lessor so requires an estimate for increased rent prior to rent review) such reimbursement to be regarded as additional rent payable hereunder as mentioned in the Fourth Schedule hereto.

2.26.2. IF AT ANY TIME the Lessee is entitled to the benefit of any insurance on the demised premises (which is not effected or maintained by the Lessor as aforesaid) then to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received.

2.26.3. TO PAY to the Lessor within fourteen days of written demand the amount equivalent to any excess which may be applicable to the Lessor's insurance of the demised premises, PROVIDED that the Lessor will use all reasonable endeavours to minimise the amount of any such excess and will keep the Lessee informed as to the amount of excess from time to time.

2.27. TO YIELD UP the demised premises with the fixtures and fittings and additions thereto (Lessee's fixtures only excepted) at the expiration or sooner determination of the said term in good and substantial repair and condition (Lessor's fixtures fittings and appurtenances being duly renewed and replaced) in accordance with the several covenants hereinbefore contained.

2.28. TO PAY to the Lessor (a) all Solicitors' costs and Surveyors' fees incurred by the Lessor attendant upon or incidental to and (b) a reasonable registration fee in respect of every application made by the Lessee for a consent or licence hereinbefore required or made necessary whether the same be granted or refused or proffered subject to any lawful qualifications or condition or whether the application be withdrawn.

2.29.1. TO OBSERVE and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the Lessor's Estate and notified in writing by the Lessor to the Lessee from time to time.

2.29.2. FROM TIME TO TIME to provide and maintain adequate and suitable accommodation for the storage of refuse in standard dustbins so that the same shall not be visible from adjoining or nearby properties.

2.30. TO pay to the Lessor the Lessor's costs of and incidental to the grant hereof.

3. THE LESSOR hereby covenants with the Lessee:-

3.1. THAT the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor; and

3.2. TO insure and keep insured the demised premises on the basis mentioned in clause 2.26.1. hereof.

4. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

4.1. IF AND WHENEVER during the said term the said rents hereby reserved or made payable or any of them or any part thereof shall be in arrear and unpaid for fourteen days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants or agreements on the part of the Lessee herein contained or if the Lessee (being an individual) shall become bankrupt or if the Lessee (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of

its undertaking or if an administration order shall be made in respect of the Lessee or an administrative receiver appointed or if the Lessee for the time being shall enter into any arrangement or composition for the benefit of the Lessee's creditors or shall suffer any distress or execution to be levied on the Lessee's goods then and in any of the said cases it shall be lawful for the Lessor at any time thereafter and notwithstanding the waiver of any previous right of re-entry to enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained.

4.2. IN CASE the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other insured risk so as to be unfit for occupation and use the rent hereby reserved or a proportionate part thereof shall be suspended until the same be again rendered fit for occupation and use (which the Lessor shall nevertheless be under no obligation to do), PROVIDED that in the event of the demised premises being completely destroyed or substantially damaged (as to which the decision of the Lessor shall prevail) the Lessor may give to the Lessee written notice determining the term hereby granted and the same shall thereupon cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any covenant condition or agreement herein contained, AND PROVIDED FURTHER that if any fire or other loss which would otherwise be insured shall result from the act or default of the Lessee or if any insurance effected by the Lessor shall be vitiated as a result of the act or default of the Lessee the demised premises shall be reinstated at the cost of the Lessee.

4.3. THE LESSOR shall not be responsible to the Lessee or the Lessee's licensees servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building.

4.4. SUCH of the division walls or fences as divide the demised premises from other premises of the Lessor shall be deemed to be party walls or fences and to belong in equal moieties (considered as divided vertically down the middle throughout the whole length) to the property on either side thereof.

4.5. SAVE where otherwise herein provided for the purpose of service of all notices hereby or by statute authorised to be served the regulations as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein.

4.6. THE LESSOR gives no warranty that the demised premises or any part thereof are authorised to be used for the use from time to time permitted hereunder either under the Town & Country Planning Acts for the time being in force or under any other laws or regulations for the time being in force.

4.7. IF at any time a compulsory purchase order shall be duly made and confirmed for the acquisition by the local authority or any other authority or body empowered to purchase lands compulsorily of the premises hereby demised or any part thereof; or

THE Lessor shall require the premises for any purpose involving or including the demolition and/or the reconstruction of the demised premises or a substantial part thereof (being a purpose for which planning permission has been granted on an application made under the provisions of the Town & Country Planning Acts for the time being in force) and the fact of such requirement is stated in the notice hereinafter mentioned then or in either or any such case the Lessor may serve on the Lessee not less than six calendar months' notice expiring at any time during the currency of this demise to determine this Lease and thereupon immediately after the expiration of such notice the term of years hereby granted and this Lease and everything herein contained shall cease and determine but subject and without prejudice to the rights and remedies of the Lessor in respect of any rent in arrear and to the rights and remedies of either party in respect of any antecedent breach of any of the covenants herein contained.

4.8. NO DEMAND for or acceptance of or receipt for rent by the Lessor after knowledge or notice received by the Lessor or its agents of any breach of any of the Lessee's covenants hereunder shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of these presents be a continuing breach of covenant so long as such breach shall be subsisting and no person taking an estate or interest under the Lessee shall be entitled to set up any such demand or acceptance of or receipt for rent by the Lessor as a defence in any action or proceeding by the Lessor.

4.9. IF the Lessee shall default in making payment to the Lessor of any moneys properly payable by the Lessee to the Lessor pursuant to any of the Lessee's covenants hereinbefore contained the amount owing may be recovered by the Lessor by action or by distress as the same form part of the rent payable hereunder or as liquidated damages.

4.10. ANY statutory right of the Lessee to claim compensation from the Lessor on vacating the demised premises shall be excluded to the extent that the law allows.

4.11. IN THIS LEASE where the context so admits:-

(i) words importing the singular number only include the plural number and vice versa;

(ii) where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally.

5. REFERENCES to any Statute herein contained shall be deemed to refer to any statutory modification or re-enactment thereof for the time being in force.

6. IT IS CERTIFIED that there is no Agreement for Lease to which this Lease gives effect.

IN WITNESS whereof the Lessor has executed the original hereof as a deed and the Lessee has executed the counterpart hereof as a deed the day and year first hereinbefore written.

7. The right on giving the Tenant not less than fourteen days written notice to remove the former petrol filling station canopy located within the forecourt of the Demised Premises and to implement a new scheme of car parking and landscaping as detailed on Plan B annexed hereto and for the avoidance of doubt immediately upon the implementation of the said new scheme this Lease shall be read and construed subject to such scheme. PROVIDED THAT:

7.1 The Tenant shall not be responsible for any costs and expenses of any nature relating to the works proposed and identified on Plan B or any revision thereof

7.2 The works proposed in this paragraph or any revision thereof shall not be undertaken in such a manner as to contravene the Tenant's right to quiet enjoyment of the Demised Premises including the facility for the Tenants customers to park outside the Demised Premises.

THE FIRST SCHEDULE

The Lessee

CAROLE HUDSON of 38 Shafford Avenue, Elsecor, Barnsley, S74 8AD

THE SECOND SCHEDULE

First Part

The demised premises

The showroom and forecourt premises situate and forming part of the Lessor's land at Aldham Bridge, Wombwell Lane, Barnsley Road, Wombwell, South Yorkshire which premises hereby demised are more particularly delineated on the plan A annexed hereto ("Plan A") and thereon edged red including the roof, main walls and foundations of such showroom.

Second Part

Rights granted

1. The right so far as the Lessor can lawfully grand the same of ingress to and egress from the demised premises over and along the accessway shown coloured orange on Plan A in common with all other persons entitled thereto.

2. The right of free passage and running water and soil in and through the sewers, drains and channels made or to be made upon, through or under any adjacent premises forming part of the Lessor's Estate and to the free and uninterrupted use of all gas, electric, telephone and other pipes, wires and cables upon, through or under such adjacent premises, all such rights to be so far as necessary or convenient for the enjoyment of the demised premises and in common with the Lessor and all others so authorised by the Lessor and all other persons entitled thereto.

3. The right on giving reasonable notice (except in the case of emergency) to enter into the Lessor's Estate or any part thereof to repair, maintain or decorate the whole or any part of the demised premises, PROVIDED that the Lessee shall make good any damage thereby caused to the Lessor's Estate and shall in the exercise of this cause as little inconvenience or damage to adjoining occupiers as is reasonably possible.

4. A right of way at all times and for all purposes over and along the land coloured yellow on Plan A.

Third Part

Rights reserved

1. The right of free passage and running water and soil in and through the sewers, drains and channels made or to be made upon, through or under the demised premises and the free and uninterrupted use of all gas, electric, telephone and other pipes, wires and cables upon, through or under the same.

2. Full right and liberty for the Lessor and its Surveyors, agents, workmen and others at all times and from time to time upon reasonable notice (save in case of emergency) to enter into all parts thereof (and if necessary erecting the maintaining scaffolding thereon) for the purpose of repairing, maintaining, altering, cleansing, examining or testing the Lessor's Estate and all parts thereof and the said sewers, drains, channels, pipes, wires and cables serving the same and to make all connections and disconnections which may be necessary in relation thereto and for the purpose of carrying out any work, PROVIDED that the Lessor shall make good any damage caused thereby to the demised premises.

3. All rights of light, air and other easements and rights (but without prejudice to those expressly hereinbefore granted to the Lessee) now or hereafter belonging to or enjoyed by the demised premises from or over any adjacent or neighbouring land or building.

4. The right to build or rebuild or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the demised premises in any such case is thereby diminished or any other liberty, easement, right or advantage belonging to the Lessee is thereby diminished or prejudicially affected.

5. The right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings an Interest wherein in possession or reversion is at any time during the term hereby granted vested in the Lessor.

6. A right of access to and egress from all other parts of the Lessor's Estate over and along the land coloured yellow on the plan forming part of the demised premises.

7. The right on giving the Tenant not less than 14 days written notice to remove the former petrol filling station canopy located within the forecourt of the Demised Premises and to implement a new scheme of car parking and landscaping as detailed on Plan B annexed hereto and for the avoidance of doubt immediately upon the implementation of the said new scheme this Lease shall be read and construed subject to such scheme PROVIDED THAT: -

7.1 The Tenant shall not be responsible for any costs and expenses of any nature relating to the works proposed and identified on Plan B or any revision thereof

7.2 The works proposed in this paragraph or any revision thereof shall not be undertaken in such manner as to contravene the Tenants right to quiet enjoyment of the Demised Premises including the facility for the Tenants customers to park outside the demised Premises

THE THIRD SCHEDULE

The day the term commences	1st July 2004
The term granted:	5 years.

Years for painting and decorating internally:	the third and final year of the term.
Years for painting externally:	the third and final year of the term.
The purpose for which the demised premises may be used:	retail/aquatic centre for the sale of fish, garden ponds and filters, and ancillary items relating thereto, or other retail use as defined within clause A1 of The Town & Country (Use Classes) Order 1987 as shall not conflict or be in competition with any business already operating from any part of the Lessor's Estate shown edged blue on the plan.

[redacted]TH SCHE[redacted]

For the first twelve months of the sa[redacted]ly rent of [redacted] and for the remainder of the first five years of the said term the yearly re[redacted] together with reimbursement to the Lessor of insurance premiums in respect of the insurance of the demised premises in accordance with the provisions of clause 2.26.1. of this Lease, such reimbursement to be made on demand as and when such premiums shall be paid by the Lessor, AND together with interest at 4% above the base rate from time to time of Lloyds Bank Plc. (compounded on the quarterly dates for payment of rent hereinafter mentioned) in respect of any payment due from the Lessee to the Lessor (whether by way of rent or otherwise) under any of the provisions of this Lease which shall not be paid within fourteen days of the due date for payment, the said interest to be calculated from such due date for payment until the date of actual payment; and the said rents shall in all cases be paid by equal quarterly payments (by Banker's order if the Lessor shall so require) without any deduction or set-off whatsoever except as authorised notwithstanding any agreement between the parties by any statutory enactment for the time being in force in advance except that reimbursement of the said insurance premiums shall be made on demand as and when such premiums shall be paid by the Lessor, and payment of interest due as aforesaid shall also be made on demand.

FIFTH SCHEDULE

First Part

FORM OF AUTHORISED GUARANTEE AGREEMENT

AGREEMENT dated

BETWEEN: .., ("Landlord") of the one part,

and

... ("Assignor") of the other part.

1. THE ASSIGNOR has agreed to assign the Lease dated [ ] ("the Lease") made between the Landlord of the one part and the Assignor of the other part relating to[ ] to [ ] ("the Assignee") and this agreement shall take effect when the Lease is assigned to the Assignee, pursuant to the terms of the Lease.

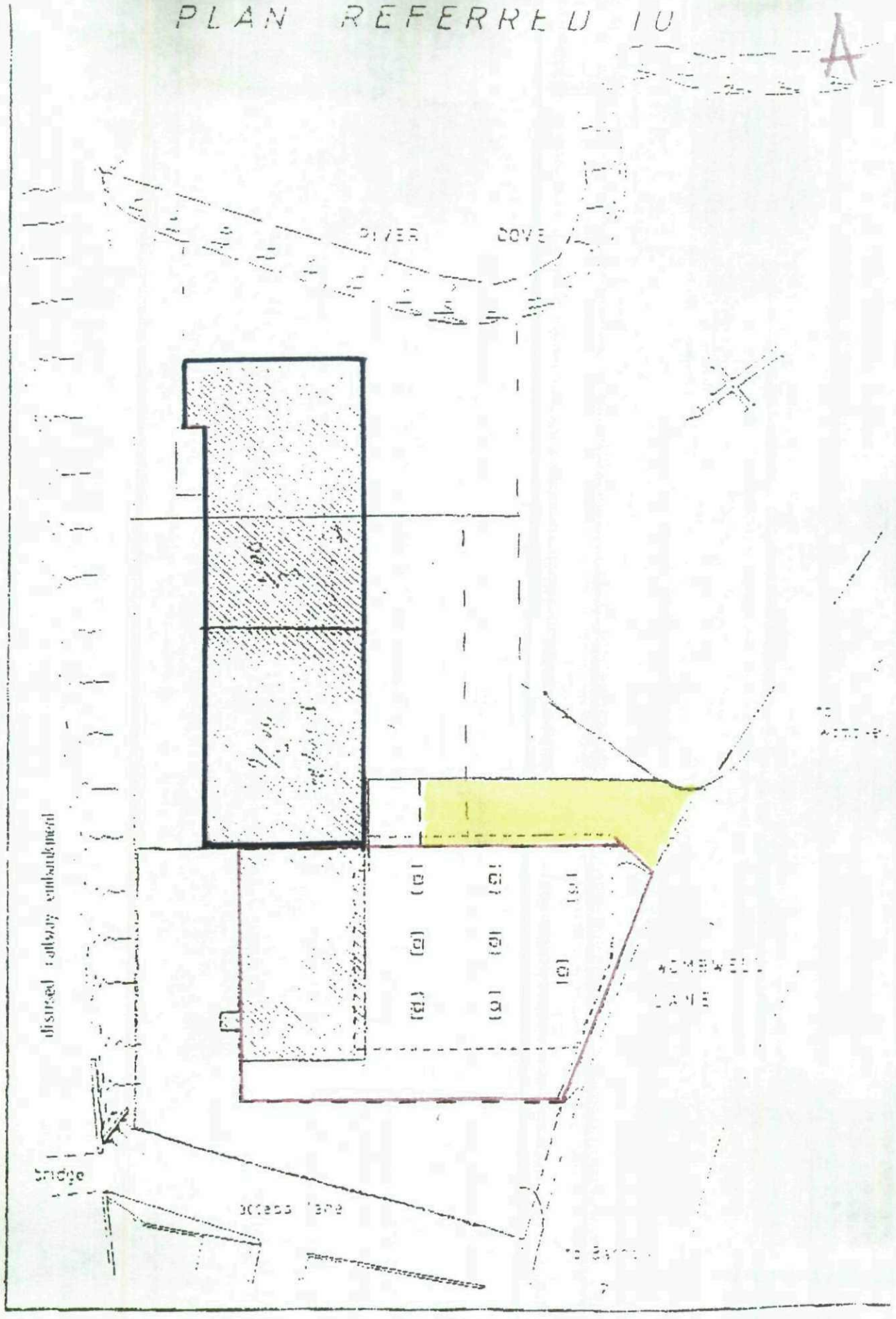
2. THE ASSIGNOR agrees to indemnify the Landlord against all losses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease.

3. THE ASSIGNOR is liable to the Landlord under this agreement as principal debtor and its obligations remain fully effective even if the Landlord shall give to the Assignee extra time to comply with any obligation in the Lease, or shall not insist on its strict terms.

4. THE ASSIGNOR agrees, in the event that the Lease shall be disclaimed and on being so required by the Landlord, to accept from the Landlord the grant of a new tenancy of the premises demised by the Lease and to execute and deliver a counterpart of it to the Landlord. The new tenancy is to be in the

PLAN REFERRED TO

A



New tree

Landscaping proposals to be dominated by heavy standard tree planting where shown with maintained grassland below.

Replace existing brick wall to site frontage in natural stone 900mm high with arched stone copings.

T5

T7

Signage

Retain existing access from Wombwell Lane reduced in width to 5.5m with 1.8m wide footpaths into site and dropped crossings both sides.

No development within 10metres from trunk of closest tree.

Stone wall to site frontage approx 900mm above ground level.

1 2

3 8

4 9

5 10

6 11

7 12

UNIT 1

Landscape planting

35 34 33

32

31

Retain existing access for servicing to rear of existing units.

Parking for 35 cars

Tarmac finish to parking area with falls to existing surface water drainage system.

White lining to formalise parking spaces as shown.

24 25 26 27 28 29 30

NIT 2

13 14 15 16 17 18 19 20 21 22 23

Conc flag

Provide new canopy to existing retail unit, in replacement of original petrol station canopy.

Post

Post

Post

Landscape planting

1.8m wide tarmac footpath

STORE

T 3
SALES UNIT
extension to existing
sq ft.

UNIT 4
Existing Retail Unit

UNIT 5
Existing Retail Unit

DATED

17th April 2009

LEASE

relating to

PREMISES AT ALDHAM BRIDGE, WOMBWELL LANE, BARNSLEY ROAD, WOMBWELL, BARNSLEY, SOUTH YORKSHIRE

between

RISEHOLM INVESTMENTS LIMITED

AND

LINDA JOYCE WILKINSON

AND

JOHN WILKINSON

THIS LEASE is made the 14 day of April 2009

BETWEEN

(1) **RISEHOLM INVESTMENTS LIMITED**, incorporated and registered in England and Wales whose registered office is situate at The Brew House, Hill Top Hall Farm, Hill Top Lane, Pannal, Harrogate, HG3 1PA (**Landlord**).

(2) **LINDA JOYCE WILKINSON** of 46 Hartington Drive, Honeywell, Barnsley, S71 1QL (**Tenant**).

(3) **JOHN WILKINSON** of 46 Hartington Drive, Honeywell, Barnsley, S71 1QL (**Guarantor**).

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

In this lease:

1.1 'the Original Lease' means a lease dated the 5th October 2005 and made between (1) The Landlord (2) Carole Hudson.

1.2 'the Premises' means the premises comprised in the Original Lease.

1.3 'the New Term' means a term of 5 years from 1st March 2009.

1.4 'the New Rent' means the rent of [redacted]

1.5 'the Landlord' where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term.

1.6 'the Tenant' where the context so admits includes the Tenant's successors in title.

1.7 Words importing one gender shall be construed as importing any other gender.

1.8 Words importing the singular shall be construed as importing the plural and vice versa.

1.9 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.

1.10 Save where otherwise stated references to numbered clauses and schedules are references to the clauses and schedules in this lease which are so numbered.

1.11 the clause headings do not form part of this lease and shall not be taken into account in its construction or interpretation.

2. Demise

The Landlord demises to the Tenant the Premises TO HOLD to the Tenant for the New Term YIELDING AND PAYING to the Landlord the New Rent (without any deductions save such

as the Tenant may be entitled by law to make notwithstanding any contract to the contrary) by equal calendar monthly payments in advance on the first day of each month, the first payment or an apportioned part thereof to be made on the date hereof.

3. Conditions of demise

Except as to the Term of years granted and the Rent Reserved this demise is made upon the same terms and subject to the same reservations and to the same covenants on the parts of the Landlord and Tenant respectively and to the same stipulations and conditions as were expressed in the Original Lease as if they were set forth in this lease at such length with such modifications only as are necessary to make them applicable to this demise and the parties to it or as set out in the First Schedule hereto and as if the names of the parties to this lease had been respectively substituted for those of the Landlord and Tenant in the Original Lease.

4. Tenant's covenants

The Tenant covenants with the Landlord:

4.1 To pay the New Rent at the times and in the manner provided by this lease.

4.2 To observe and perform such of the covenants to which this demise is made subject by clause 3 as ought to be observed and performed by them.

5. Landlord's covenants

The Landlord covenants with the Tenant to observe and perform such of covenants to which this demise is made subject by clause 3 as ought to be observed and performed by them.

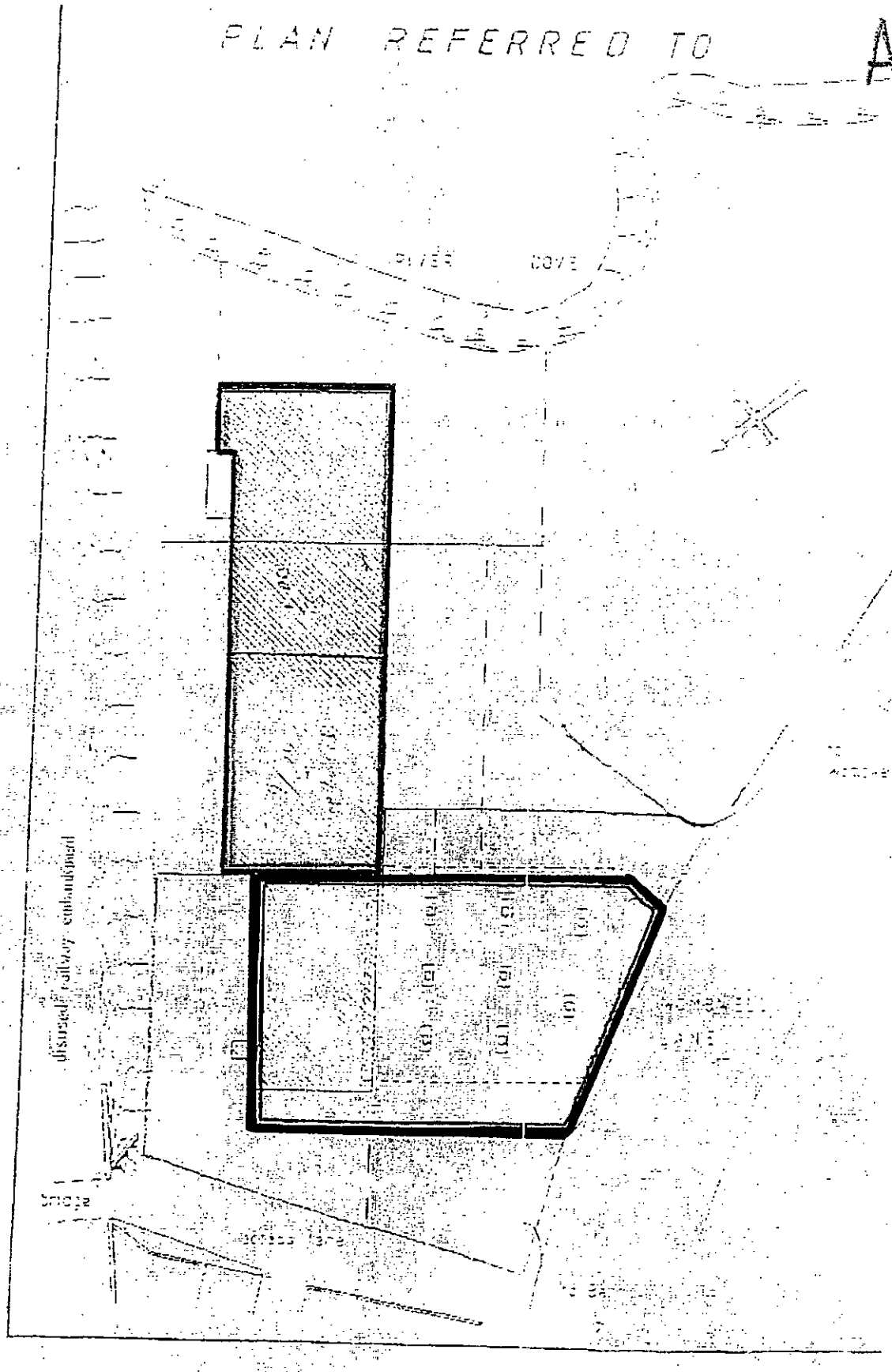
6. GUARANTEE AND INDEMNITY

6.1 The provisions of the Second Schedule apply.

IN WITNESS whereof the parties have set their hand and seal the day and year first before written

PLAN REFERRED TO

A



FIRST SCHEDULE

("Modification to the Original Lease")

1. Clause 1 of the second part of the second schedule of the Original Lease shall be deleted. The tenant's rights of access to and egress from the premises are set out in clause 4 of the said schedule.
2. Clause 2.24 – registration fee; this shall be increased to £50 plus VAT.
3. The rent review provisions contained in the fourth schedule to the Original Lease are not applicable.

   For the avoidance of doubt the Tenant shall pay to the Landlord on demand the cost to the Landlord of insuring the Premises in accordance with the Landlord's obligation set out in clause 3.2 of the Original Lease and in accordance with the provisions as to payment under clause 2.26.1 thereof.
4. Clause 2.26.1 shall read "To reimburse the Lessor 33% of the cost of insuring the buildings currently erected on the land comprised within title number SYK against loss or damage by fire flood and such other risks and perils as the Lessor shall in its discretion determine" in lieu of the first two and a half lines thereof ending with the word "appropriate".
5. For the purposes of clause 4 of the second part of the Second Schedule to the Lease the land coloured yellow is shown on the plan annexed hereto.
6. Clause 7 of the third part of the Second Schedule shall be deleted.
7. Clause 4.2 shall be amended after the words "or other insured risk" by adding "or through contamination by the presence of disused petrol tanks under the premises".
8. Clause 2.7 shall not impose upon the Tenant any obligation to take any action or incur any expense in order to comply with this condition in so far only as it relates to the disused petrol tanks situate under the Premises.
9. The Third Schedule of the Original Lease shall be amended so that the permitted use of the Premises includes the sale of small animals and reptiles and bedding plants and cut flowers.
10. Clause 4.7 of the Original Lease shall be deleted.
11. There is no agreement for lease to which this Lease gives effect.

12. A person who is not a party to this Lease shall not have any rights under or in connection with this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

13. This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

SECOND SCHEDULE Guarantee and indemnity

1. GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

(a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

(b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

(a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and

(b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

(a) any time or indulgence granted by the Landlord to the Tenant; or

(b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

(c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or

(d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or

(e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or

(f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or

(g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or

(h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or

(i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or

(j) the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express

written release under seal of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

(a) the variation is material or prejudicial to the Guarantor; or

(b) the variation is made in any document; or

(c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

(a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

(b) be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

(c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and

(d) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

(a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and

(b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. OTHER SECURITIES

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

DATED 28 TH DAY OF JULY 1999

RISEHOLM INVESTMENTS LIMITED

~ and ~

MS. M. ARCHER

L E A S E

relating to premises at Aldham Bridge, Wombwell Lane, Barnsley Road,
Wombwell, Barnsley,
South Yorkshire.

FINN GLEDHILL,
Solicitors,
1/4, HARRISON ROAD,
HALIFAX.
Tel: 01422 330000.

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FIFTH SCHEDULE

Forms of Authorised Guarantee Agreement

THIS LEASE made the 23rd day of July. 1999

BETWEEN: RISEHOLM INVESTMENTS LIMITED of Hill Top Hall, Pannal, Harrogate, North Yorkshire, HG3 1PA, (hereinafter called "the Lessor" which expression where the context so admits shall include the reversioner for the time being immediately expectant on the term hereby created) of the one part, and

THE person or persons, firm or Company whose name, occupation and address or registered office as the case may be is specified in the First Schedule hereto (hereinafter called "the Lessee" which expression where the context so admits shall include the successors in title and assigns of the Lessee) of the other part.

WITNESSETH as follows:-

1. IN consideration of the rent and Lessee's covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee the premises more particularly described in the First Part of the Second Schedule hereto and the appurtenances thereto belonging (hereinafter referred to as "the demised premises") TOGETHER with (but to the exclusion of all other liberties easements rights or advantages) the rights specified in the Second Part of such Second Schedule, EXCEPTING AND RESERVING to the Lessor and the tenants and occupiers of other portions of the estate of the Lessor of which the demised premises form part (hereinafter referred to as "the Lessor's Estate") and all other persons entitled thereto, the rights specified in the Third Part of such Second Schedule, TO HOLD the demised premises UNTO the Lessee from the day mentioned in the Third Schedule hereto for the term of years (hereinafter referred to as "the said term" which expression shall include any statutory extension thereof) mentioned in the Third Schedule hereto. SUBJECT NEVERTHELESS to the provisos for determination hereinafter contained, YIELDING AND PAYING therefor during the said term yearly and proportionately for any fraction of a year the rent (hereinafter referred to as "the reserved rent") specified in the Fourth Schedule hereto and in such manner as therein mentioned.

2. THE LESSEE hereby covenants with the Lessor to the intent that the obligations may continue throughout the said term as follows:-

2.1.1. TO PAY during the said term the reserved rent at the times and in manner aforesaid without any deduction except as mentioned in the Fourth Schedule hereto and to observe and perform the stipulations contained in the Fourth Schedule hereto in relation thereto.

2.1.2. TO PAY to the Lessor interest on any rent or any other money due under this Lease which shall not be paid within fourteen days of the due date at a rate of 4% above and varying with the base rate normally charged to its Customers by The Royal Bank of Scotland plc.

2.2.1. TO DEFRAY (or in the absence of direct assessment on the demised premises to repay to the Lessor a fair proportion of) all existing and future rates assessments charges and outgoings of every kind and description payable by law in respect of the demised premises or any part thereof by the owner lessor lessee or occupier thereof.

2.2.2. TO PAY and indemnify the Lessor against value added tax (or any tax of a similar nature that may be substituted for such tax or levied in addition to the same) chargeable in respect of:-

(a) Any payment made by the Lessee under any of the terms of or in connection with this Lease; or

(b) Any payment made by the Lessor where the Lessee agrees in this Lease to reimburse the Lessor for such payment.

2.3. TO PAY to the suppliers thereof all charges for gas and electricity (including meter rents if any) consumed in the demised premises during the said term.

2.4. TO PUT and keep the whole of the demised premises and each and every part thereof and all additions and improvements thereto and all drains and pipes whether sanitary or otherwise and all the Lessor's fixtures and fittings therein clean and in good and substantial repair and condition throughout the said term (damage by fire or other insured risk save where the insurance moneys shall be irrecoverable in consequence of any act or default of the Lessee only excepted) and to renew and replace from time to time all Lessor's fixtures fittings and appurtenances in the demised premises which may become or be beyond repair at any time during or at the expiration or sooner determination of the said term, AND without prejudice to the generality of the foregoing covenants to clean all plate glass and other windows and the shop front and fascia in or on the demised premises at least once every month, PROVIDED ALWAYS that in the case of the repair, maintenance or renewal of the roof of the demised premises (or of any block of property belonging to the Lessor of which the demised premises form part) the Lessor shall be entitled but not obliged to give notice in writing to the Lessee of the Lessor's intention to effect such repair, maintenance or renewal itself but at the expense of the Lessee as hereinafter mentioned, whereupon the Lessor shall be entitled at any time after fourteen days of giving such notice to proceed with the necessary works of repair, maintenance or renewal to the said roof and the cost of the said works shall thereupon be payable by the Lessee to the Lessor as additional rent due in arrears within fourteen days of written demand by the Lessor to the Lessee for payment of the same.

2.5. IN THE FIRST SIX MONTHS of the last year of the said term mentioned in the Third Schedule hereto (howsoever determined) to paint in a proper and workmanlike manner all the inside wood iron and other parts heretofore or usually painted of the demised premises with three good coats of paint of suitable quality and so that such internal painting shall be of a tint or colour approved in writing by the Lessor and also with such internal painting to wash stop whiten distemper grain varnish colour paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the demised premises that have been or ought properly to be so treated and so that the tints colours and patterns of all such works of internal decoration shall be approved by the Lessor in writing (such approval not to be unreasonably withheld) and also in the first six months of the last year of the said term mentioned in the Third Schedule hereto (howsoever determined) to paint in a proper and workmanlike manner all external parts heretofore usually painted with three good coats of paint of suitable quality the tints and colours to be approved in writing by the Lessor, AND to produce to the Lessor tradesmen's receipted accounts for all such works.

2.6.1. NOT TO ERECT any other building structure pipe wire or post upon the demised premises nor to make or suffer to be made any alteration in or addition thereto, EXCEPT with the written consent of the Lessor nor to commit or permit or suffer any waste spoil or destruction in or upon the demised premises nor to cut maim or injure or suffer to be cut maimed or injured any of the roofs walls timbers wires pipes drains appurtenances fixtures or fittings thereof, PROVIDED that if the Lessor shall give consent to any such alterations or additions as aforesaid the Lessee shall nevertheless at the expiration or sooner determination of the term hereby granted (if so required by the Lessor) re-instate and make good the demised premises to the same state and condition in which they were immediately prior to the making or erecting of such alterations or additions.

2.6.2. NOT TO DO or permit or bring in or upon the demised premises anything which may throw on the demised premises or any adjoining buildings any weight or strain in excess of that which such premises are calculated to bear with due margin for safety.

2.7. AT ALL TIMES during the said term to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every Act of Parliament already or hereafter to be passed as any and every order regulation and bye-law already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any additions or improvements thereto or the user thereof for the purposes of any manufacture process trade or business or the employment therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereupon or used for the purposes thereof or otherwise howsoever and to execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised office or Court of competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained at any time during the said term upon or in respect of the demised premises or any additions or improvements thereto or in respect of any such user thereof or employment therein of any person or persons or fixtures machinery plant or chattels or otherwise howsoever as aforesaid whether by the lessor or lessee thereof and to indemnify the Lessor at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted on or about the demised premises or any part or parts used for the purpose of but not comprised in the demised premises or the Lessor's Estate any act or thing by reason of which the Lessor may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses; AND to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the demised premises in obedience to a notice served by a local authority.

2.8. TO PAY a fair proportion (to be conclusively determined by the Lessor) of the expenses incurred in respect of constructing repairing rebuilding and cleansing all party walls fences sewers drains channels sanitary apparatus pipes wires passageways stairways entrance ways roads pavements and all other structures facilities and things the use of which is common to or benefits the demised premises and other premises.

2.9. TO PERMIT the Lessor and its duly authorised agents workmen and others appointed by the Lessor at all reasonable times during the said term (but upon previous written notice save in cases of emergency) to enter into and upon the demised premises and to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises; AND so far as any defects remedied or works done by the Lessor may be included in the Lessee's covenants to repair hereinbefore contained then the costs thereof shall be due from the Lessee to the Lessor as rent in arrears and be forthwith recoverable, PROVIDED that the Lessor shall make good all damage to the demised premises caused by such works as aforesaid.

2.10. TO PERMIT the Lessor and its duly authorised agents surveyors and any others at all reasonable times (upon previous written notice) to enter upon and view the state and condition of the demised premises or the actual user thereof and within three months after the Lessor or the Lessor's agent or surveyor shall have given to the Lessee or left on the demised premises a notice in writing of any defects decays or wants of reparation found thereupon in accordance with the covenants hereinbefore contained well and substantially to repair and make good the same, PROVIDED ALWAYS that if the Lessee shall not so repair and make good the Lessor shall at any time on or after the expiry of the said period of three months be entitled (but not obliged) to enter the demised premises at any reasonable time upon written notice to effect such works of repair and making good as shall be required to remedy the Lessee's failure in such behalf whereupon the cost thereby incurred by the Lessor shall be payable by the Lessee to the Lessor on demand and such cost shall be recoverable by the Lessor as mentioned in clause 4.10. hereinafter contained.

2.11.1. NOT TO STORE or bring upon the demised premises any articles of a specially combustible inflammable or dangerous nature and not to do or permit or suffer anything by reason whereof any insurance effected on the demised premises may be rendered void or voidable or whereby the rate of premium thereon may be increased and to comply with all recommendations of the insurers as to fire precautions relating to the demised premises.

2.11.2. IN THE EVENT of the insurers under any Policy of insurance effected by the Lessor upon the demised premises or any adjacent or neighbouring premises belonging to the Lessor requiring the payment of an excess premium over the flat rate of premium from time to time payable in respect of business premises by reason or by virtue of the use of the demised premises whether as specified in the Third Schedule hereto or otherwise then the Lessee will pay to the Lessor annually on the rent day immediately preceding the Insurance Renewal date any such excess which shall be added to the rent hereby reserved and recoverable by the Lessor as rent.

2.12. NOT TO DO or suffer on the demised premises or any part thereof any act matter or thing whatsoever which may be or tend to the nuisance annoyance damage or disturbance of the Lessor or the owners tenants lessees or occupiers of any adjoining or neighbouring property and not to use the demised premises or any part thereof as the residence or sleeping place of any person.

2.13. NOT TO USE or permit or suffer the demised premises or any part thereof to be used for any illegal or immoral purpose.

2.14.1. TO USE and occupy the demised premises subject only to the obtaining by the Lessee of all necessary town planning and other requisite statutory permissions and consents solely and exclusively as and for the purposes specified in the Third Schedule hereto, PROVIDED ALWAYS that if application shall be made for the Lessor's approval for use for a purpose other than as specified in the Third Schedule the Lessor shall not be deemed to act unreasonably if it shall refuse approval on the ground that the proposed use of the demised premises would or might conflict or compete with any trade or business carried on by the Lessor or by any other tenant of the Lessor in the vicinity of the demised premises.

2.14.2. TO KEEP the demised premises open for the said purposes at all times during normal business hours.

2.15. NOT TO AFFIX erect attach or exhibit or permit or suffer so to be upon any part of the exterior of the demised premises or so as to be visible through any windows thereof any placard poster notice advertisement name or sign whatsoever except if the demised premises have been let for a permitted trade business or professional user but not otherwise the name of the Lessee and the nature of the trade business or profession carried on thereon by the Lessee which may be displayed only in such manner and in such form and character as shall be determined in writing by the Lessor in the absolute discretion of the Lessor.

2.16. NOT TO HOLD or permit or suffer to be held any sale by auction on the demised premises.

2.17. NOT TO ASSIGN demise underlet or otherwise part with possession of any part of the demised premises (here meaning a portion only and not the whole thereof) or to charge a portion only and not the whole of the demised premises or to share occupation of the whole or any part thereof for all or any part of the said term.

2.18.1. NOT TO ASSIGN demise underlet or otherwise part with possession of the whole of the demised premises for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed, PROVIDED that:-

2.18.1.1. In the case of assignment the Lessor shall be entitled to give consent subject to the conditions that before the Lessee shall assign this Lease:-

(a) The Lessee shall enter into an agreement in favour of the Lessor in the form set out in the First Part of the Fifth Schedule hereto (in the case of an assignment other than by the Lessee named herein with the name of the actual assignor substituted for that of the Lessee in such form of Agreement); and

(b) There shall at completion of the Assignment be no unpaid rent or other money outstanding from the Lessee to the Lessor pursuant to the terms of this Lease.

2.18.1.2. The Lessor's consent shall not in any such case be deemed to be unreasonably withheld if in the reasonable opinion of the Lessor any trade or business intended to be carried on by any proposed assignee, underlessee, licensee or occupier of the demised premises would or might conflict or compete with any trade or business carried on by the Lessor or any other tenant of the Lessor in the vicinity or which in the reasonable opinion of the Lessor would be inimical to the general standard of the demised premises and/or any adjoining or adjacent property of the Lessor.

2.18.1.3. Should the Lessee desire to assign, demise, underlet or otherwise part with possession as aforesaid he shall also before so doing and before giving possession to the intended assignee or underlessee execute and deliver to the Lessor a deed to be prepared by the Solicitor of the Lessor at the cost of the Lessee containing a covenant by the intended assignee or underlessee directly with the Lessor to perform and observe during the term assigned or granted to the assignee or underlessee the covenants (including the present covenant) by the Lessee and conditions contained in this Lease (and in the case of an assignment to pay the rents thereby reserved) in the same manner as if such covenants and conditions were repeated in extenso in such deed with the substitution of the name of the intended assignee or underlessee for the name of the Lessee and with such other alterations as the deaths of the parties or as such other circumstances shall render necessary.

2.18.2.1. PROVIDED FURTHER that if such intended assignee or underlessee as aforesaid shall be a limited liability company then upon the Lessor's demand in that behalf at least two (or more if the Lessor so requires) of its directors of satisfactory standing shall join in such deed as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will perform and observe the said covenants (and in the case of assignment will pay the rents) and to indemnify and save harmless the Lessor against all loss damages costs and expenses arising by reason of any default by the company and such covenant shall further provide in the usual form that any neglect or forbearance of the Lessor shall not release or exonerate the sureties and shall in the case of an assignment further provide for the sureties to accept a new Lease of the demised premises upon disclaimer of these presents by the company or on its behalf if so required by the Lessor within three months of such disclaimer such new lease to be for the residue of the term hereby granted unexpired at the date of such disclaimer and at the rents payable and subject to the same lessee's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and to be granted at the cost of the sureties in exchange for a counterpart duly executed by the sureties.

2.18.2.2. AND PROVIDED that any such sureties as mentioned in clause 2.18.2.1. shall in the said deed further covenant with the Lessor that on any assignment of this Lease by the assignee for whom they shall be sureties they shall enter into an agreement with the Lessor in the form set out in the Second Part of the Fifth Schedule hereto.

2.18.3. ON THE GRANT of any permitted underlease to obtain therein and at all times thereafter to enforce performance and observance of covenants on the part of the underlessee as follows:-

(i) an absolute covenant not to assign demise underlet or otherwise part with possession of any part of the sub-demised premises (here meaning a portion only and not the whole thereof) or to share occupation of the whole or any part thereof for all or any part of the sub-term;

(ii) a qualified covenant not to assign demise underlet or otherwise part with possession of the whole of the sub-demised premises without the licence in writing of the Lessor (the grant of which shall be subject to the same provisos as are hereinbefore set forth in this clause);

(iii) a covenant that the underlessee will cause to be inserted in every sub-underlease whether immediate or derivative covenants on the part of the relevant sub-underlessee corresponding to the covenants numbered (i) and (ii) above and that the underlessee will at all times thereafter enforce the same.

2.18.4. NOTWITHSTANDING anything herein contained the Lessee shall not create or permit the creation of any interest derived out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a rent less than the full market rent (obtainable without taking a fine or premium) of the demised premises and shall not create or permit the creation of any such derivative interest as aforesaid save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those that may derive title under such underlessee.

2.18.5. NOT to charge the whole of the demised premises without the consent in writing of the Lessor (such consent not to be unreasonably withheld or delayed).

2.18.6. PROVIDED that no application for a Licence shall be dealt with by the Lessor until the Lessee shall pay or procure payment to the Lessor or if the Lessor shall so direct to the Lessor's agents of such fee as the Lessor shall in his reasonable discretion require (but not in any event to be less than the sum of £50.00p, together in the case of an application to the Lessor's Agents with value added tax thereon).

2.19.1. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court.

2.19.2. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor of and incidental to the service of all notices and schedules relating to wants

of repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said term as aforesaid).

2.19.3. TO PAY all expenses including Solicitors' costs and Surveyors' fees incurred in or in contemplation of claiming or recovering any arrears of rent or other money due hereunder or in connection with any breach by the Lessee of any of the Lessee's obligations hereunder whether or not the Lessor shall prove such matters by proceedings in the Court.

2.20. AT ALL TIMES during the said term to comply in all respects with the provisions and requirements of the Town & Country Planning Acts for the time being in force and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and keep the Lessor indemnified against all liability whatsoever including costs and expenses in respect of such matters AND forthwith to produce to the Lessor on receipt of notice thereof any notice order or proposal therefor made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the demised premises and at the cost of the Lessee to make or join with the Lessor in making every such objection or representation against the same that the Lessor shall deem expedient.

2.21. TO BE RESPONSIBLE for and to indemnify the Lessor against all damage occasioned to the demised premises or any other part of the Lessor's Estate or any adjacent or neighbouring premises or to any person caused by any act default or negligence of the Lessee or the servants agents licensees or invitees of the Lessee.

2.22. NOT TO PLACE or expose for sale or otherwise or permit or suffer so to be upon or over the ground outside the demised premises any goods or things whatsoever nor to cause or permit any obstruction to the access ways to any part of the Lessor's Estate.

2.23.1. TO PERMIT the Lessor during the six months immediately preceding the determination of the said term to affix and retain without interference upon any part of the demised premises a notice for re-letting the same and during such period to permit persons with written authority of the Lessor or their agents at reasonable times of the day to view the demised premises.

2.23.2. IF THE LESSOR'S reversion expectant on the said term shall be for sale then to permit the Lessor to affix and retain without interference upon any part of the demised premises a notice in respect of such sale and to permit prospective Purchasers with written authority of the Lessor or its Agents at reasonable times of the day to view the demised premises.

2.24. WITHIN ONE MONTH after any assignment underlease assignment of any underlease mortgage charge transfer disposition or devolution of the demised premises (or any part thereof) whether the same be effected orally or in writing to give notice thereof in duplicate to the Lessor's Solicitor and to produce to him the original or a certified copy of the instrument or instruments (including any relevant probate letters of administration or assent) or if the same be made orally a memorandum of the terms of such transaction as aforesaid and also to deliver to

the same Solicitor for retention by the Lessor a copy thereof and to pay to the same Solicitor a reasonable fee for registration of such transaction in the Lessor's records.

2.25.1. TO INSURE forthwith and to keep insured the plate glass windows of the demised premises against damage or destruction by accident to the full value thereof in the joint names of the Lessor and Lessee in some insurance office or offices or with underwriters to be approved of by the Lessor and to pay all premiums necessary for the above purposes within seven days after the same shall respectively become due and whenever required to produce to the Lessor or its agents the policy or policies of such insurance and the receipts of the current year's premium or premiums and in case of destruction or of damage to any part of the windows of the demised premises from any cause covered by any such insurance immediately to expend all moneys received by virtue thereof in reinstating the same and to make up any deficiency out of their own moneys.

2.25.2. PROVIDED ALWAYS that if the Lessee shall fail to make and maintain any such insurance as aforesaid the Lessor may from time to time effect and keep on foot such insurance and the Lessee will on demand repay to the Lessor all sums of money expended by the Lessor for that purpose.

2.26.1. TO REIMBURSE the Lessor with the cost of the insurance of the demised premises by the Lessor from loss or damage by fire flood and such other risks and special perils as the Lessor shall in its discretion from time to time consider to be appropriate in a sum equal to the full reinstatement value of the demised premises (including if the Lessor so requires provision for inflation to cover the period of re-building or reinstatement) including the cost of demolition, site clearance and shoring up any land or buildings and related costs together with Architects' and Surveyors' professional fees and together also (if the Lessor so requires) with two years' rent (including if the Lessor so requires an estimate for increased rent prior to rent review) such reimbursement to be regarded as additional rent payable hereunder as mentioned in the Fourth Schedule hereto.

2.26.2. IF AT ANY TIME the Lessee is entitled to the benefit of any insurance on the demised premises (which is not effected or maintained by the Lessor as aforesaid) then to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received.

2.26.3. TO PAY to the Lessor within fourteen days of written demand the amount equivalent to any excess which may be applicable to the Lessor's insurance of the demised premises, PROVIDED that the Lessor will use all reasonable endeavours to minimise the amount of any such excess and will keep the Lessee informed as to the amount of excess from time to time.

2.27. TO YIELD UP the demised premises with the fixtures and fittings and additions thereto (Lessee's fixtures only excepted) at the expiration or sooner determination of the said term in good and substantial repair and condition (Lessor's fixtures fittings and appurtenances being duly renewed and replaced) in accordance with the several covenants hereinbefore contained.

2.28. TO PAY to the Lessor (a) all Solicitors' costs and Surveyors' fees incurred by the Lessor attendant upon or incidental to and (b) a reasonable registration fee in respect of every application made by the Lessee for a consent or licence hereinbefore required or made necessary whether the same be granted or refused

or proffered subject to any lawful qualifications or condition or whether the application be withdrawn.

2.29.1. TO OBSERVE and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the Lessor's Estate and notified in writing by the Lessor to the Lessee from time to time.

2.29.2. FROM TIME TO TIME to provide and maintain adequate and suitable accommodation for the storage of refuse in standard dustbins so that the same shall not be visible from adjoining or nearby properties.

2.30. TO pay to the Lessor the Lessor's costs of and incidental to the grant hereof and the stamp duties hereon and the counterpart hereof.

3. THE LESSOR hereby covenants with the Lessee:-

3.1. THAT the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor; and

3.2. TO insure and keep insured the demised premises on the basis mentioned in clause 2.26.1. hereof.

4. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

4.1. IF AND WHENEVER during the said term the said rents hereby reserved or made payable or any of them or any part thereof shall be in arrear and unpaid for fourteen days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants or agreements on the part of the Lessee herein contained or if the Lessee (being an individual) shall become bankrupt or if the Lessee (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of its undertaking or if an administration order shall be made in respect of the Lessee or an administrative receiver appointed or if the Lessee for the time being shall enter into any arrangement or composition for the benefit of the Lessee's creditors or shall suffer any distress or execution to be levied on the Lessee's goods then and in any of the said cases it shall be lawful for the Lessor at any time thereafter and notwithstanding the waiver of any previous right of re-entry to enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained.

4.2. IN CASE the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other insured risk so as to be unfit for occupation and use the rent hereby reserved or a proportionate part thereof shall be suspended until the same be again rendered fit for occupation and use (which the Lessor shall nevertheless be under no obligation to do), PROVIDED that in the event of the demised premises being completely destroyed or substantially damaged (as to which the decision of the Lessor shall prevail) the Lessor may give

to the Lessee written notice determining the term hereby granted and the same shall thereupon cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any covenant condition or agreement herein contained, AND PROVIDED FURTHER that if any fire or other loss which would otherwise be insured shall result from the act or default of the Lessee or if any insurance effected by the Lessor shall be vitiated as a result of the act or default of the Lessee the demised premises shall be reinstated at the cost of the Lessee.

4.3. THE LESSOR shall not be responsible to the Lessee or the Lessee's licensees servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or on any part of the Lessor's Estate.

4.4. SUCH of the division walls or fences as divide the demised premises from other premises of the Lessor shall be deemed to be party walls or fences and to belong in equal moieties (considered as divided vertically down the middle throughout the whole length) to the property on either side thereof.

4.5. SAVE where otherwise herein provided for the purpose of service of all notices hereby or by statute authorised to be served the regulations as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein.

4.6. THE LESSOR gives no warranty that the demised premises or any part thereof are authorised to be used for the use from time to time permitted hereunder either under the Town & Country Planning Acts for the time being in force or under any other laws or regulations for the time being in force.

4.7.1. IF at any time a compulsory purchase order shall be duly made and confirmed for the acquisition by the local authority or any other authority or body empowered to purchase lands compulsorily of the premises hereby demised or any part thereof; or

THE Lessor shall require the premises for any purpose involving or including the demolition and/or the reconstruction of the demised premises or a substantial part thereof (being a purpose for which planning permission has been granted on an application made under the provisions of the Town & Country Planning Acts for the time being in force) and the fact of such requirement is stated in the notice hereinafter mentioned then or in either or any such case the Lessor may serve on the Lessee not less than six calendar months' notice expiring at any time during the currency of this demise to determine this Lease and thereupon immediately after the expiration of such notice the term of years hereby granted and this Lease and everything herein contained shall cease and determine but subject and without prejudice to the rights and remedies of the Lessor in respect of any rent in arrear and to the rights and remedies of either party in respect of any antecedent breach of any of the covenants herein contained.

4.7.2. IF the Lessee shall be desirous of determining this Lease at the end of the first year of the said term hereby granted and of such desire shall give to the Lessor not less than three months' notice in writing and shall pay all rent and perform and observe all the covenants and conditions hereinbefore contained and on the Lessee's part to be performed and observed up to such determination then on the expiry of such notice

this Lease shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained.

4.8. NO DEMAND for or acceptance of or receipt for rent by the Lessor after knowledge or notice received by the Lessor or its agents of any breach of any of the Lessee's covenants hereunder shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of these presents be a continuing breach of covenant so long as such breach shall be subsisting and no person taking an estate or interest under the Lessee shall be entitled to set up any such demand or acceptance of or receipt for rent by the Lessor as a defence in any action or proceeding by the Lessor.

4.9. IF the Lessee shall default in making payment to the Lessor of any moneys properly payable by the Lessee to the Lessor pursuant to any of the Lessee's covenants hereinbefore contained the amount owing may be recovered by the Lessor by action or by distress as the same form part of the rent payable hereunder or as liquidated damages.

4.10. ANY statutory right of the Lessee to claim compensation from the Lessor on vacating the demised premises shall be excluded to the extent that the law allows.

4.11. IN THIS LEASE where the context so admits:-

(i) words importing the singular number only include the plural number and vice versa;

(ii) where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally.

5. REFERENCES to any Statute herein contained shall be deemed to refer to any statutory modification or re-enactment thereof for the time being in force.

6. IT IS CERTIFIED that there is no Agreement for Lease to which this Lease gives effect.

IN WITNESS whereof the Lessor has executed the original hereof as a deed and the Lessee has executed the counterpart hereof as a deed the day and year first hereinbefore written.

THE FIRST SCHEDULE

The Lessee

MANDY ARCHER of 73, Colley Drive, Sheffield, South Yorkshire.

THE SECOND SCHEDULE

First Part

The demised premises

ALL THOSE premises situate and forming part of the Lessor's land at Aldham Bridge, Wombwell Lane, Barnsley Road, Wombwell, South Yorkshire which premises hereby demised are more particularly delineated on the plan annexed hereto and thereon edged red including the roof, main walls and foundations of the Unit.

Second Part

Rights granted

1. The right so far as the Lessor can lawfully grant the same of ingress to and egress from the demised premises in, over and along all usual entrances, forecourts, pathways, pedestrian areas, delivery area and service roads leading thereto in common with all other persons entitled thereto.

2. The right of free passage and running water and soil in and through the sewers, drains and channels made or to be made upon, through or under any adjacent premises forming part of the Lessor's Estate and to the free and uninterrupted use of all gas, electric, telephone and other pipes, wires and cables upon, through or under such adjacent premises, all such rights to be so far as necessary or convenient for the enjoyment of the demised premises and in common with the Lessor and all others so authorised by the Lessor and all other persons entitled thereto.

3. The right on giving reasonable notice (except in the case of emergency) to enter into the Lessor's Estate or any part thereof to repair, maintain or decorate the whole or any part of the demised premises, PROVIDED that the Lessee shall make good any damage thereby caused to the Lessor's Estate and shall in the exercise of this cause as little inconvenience or damage to adjoining occupiers as is reasonably possible.

4. A right of way at all times and for all purposes over and along the land coloured green on the plan.

Third Part

Rights reserved

1. The right of free passage and running water and soil in and through the sewers, drains and channels made or to be made upon, through or under the demised premises and the free and uninterrupted use of all gas, electric, telephone and other pipes, wires and cables upon, through or under the same.

2. Full right and liberty for the Lessor and its Surveyors, agents, workmen and others at all times and from time to time upon reasonable notice (save in case of emergency) to enter into all parts thereof (and if necessary erecting the maintaining scaffolding thereon) for the purpose of repairing, maintaining, altering, cleansing, examining or testing the Lessor's Estate and all parts thereof and the said sewers, drains, channels, pipes, wires and cables serving the same and to make all connections and disconnections which may be necessary in relation thereto and for

the purpose of carrying out any work, PROVIDED that the Lessor shall make good any damage caused thereby to the demised premises.

3. All rights of light, air and other easements and rights (but without prejudice to those expressly hereinbefore granted to the Lessee) now or hereafter belonging to or enjoyed by the demised premises from or over any adjacent or neighbouring land or building.

4. The right to build or rebuild or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the demised premises in any such case is thereby diminished or any other liberty, easement, right or advantage belonging to the Lessee is thereby diminished or prejudicially affected.

5. The right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the term hereby granted vested in the Lessor.

6. A right of access to and egress from all other parts of the estate over and along any roads, paths and footways forming part of the demised premises.

THE THIRD SCHEDULE

The day the term commences: 1st August 1999

The term granted: Three years.

The purpose for which the demised premises may be used: THE SALE OF FURNITURE AND ACCESSORIES

THE FOURTH SCHEDULE

[redacted]o be paid (by Banker's order if the Lessor shall so require) in each case without any deduction or set-off whatsoever except as authorised notwithstanding any agreement between the parties by any statutory enactment for the time being in force by equal quarterly payments in advance on the 1st day of February the 1st day of May the 1st day of August and the 1st day of November in every year, together with reimbursement to the Lessor of insurance premiums in respect of the insurance of the demised premises in accordance with the provisions of clause 2.26.1. of this Lease, such reimbursement to be made on demand as and when such premiums shall be paid by the Lessor, AND together with interest at 4% above the base rate from time to time of The Royal Bank of Scotland plc. (compounded on the quarterly dates for payment of rent hereinbefore mentioned) in respect of any payment due from the Lessee to the Lessor (whether by way of rent or

otherwise) under any of the provisions of this Lease which shall not be paid within fourteen days of the due date for payment, the said interest to be calculated from such due date for payment until the date of actual payment.

FIFTH SCHEDULE

First Part

FORM OF AUTHORISED GUARANTEE AGREEMENT

AGREEMENT dated

BETWEEN: ... ("Landlord") of the one part,

and

... ("Assignor") of the other part.

1. THE ASSIGNOR has agreed to assign the Lease dated

   1996 made between the Landlord of the one part and the Assignor of the other part relating to ... ("the Lease") to
   ("the Assignee") and this agreement shall take effect when the Lease is assigned to the Assignee, pursuant to the terms of the Lease.

2. THE ASSIGNOR agrees to indemnify the Landlord against all losses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease.

3. THE ASSIGNOR is liable to the Landlord under this agreement as principal debtor and its obligations remain fully effective even if the Landlord shall give to the Assignee extra time to comply with any obligation in the Lease, or shall not insist on its strict terms.

4. THE ASSIGNOR agrees, in the event that the Lease shall be disclaimed and on being so required by the Landlord, to accept from the Landlord the grant of a new tenancy of the premises demised by the Lease and to execute and deliver a counterpart of it to the Landlord. The new tenancy is to be in the same terms and conditions as the Lease at the date of the disclaimer and to be for a term expiring on the term date of the Lease.

5. THIS AGREEMENT shall cease to have effect when the Assignee is released from the tenant covenants of the Lease by virtue of Section 5 of the Landlord and Tenant (Covenants) Act 1995 or with the consent of the Landlord.

IN WITNESS whereof the parties hereto have executed these presents as a deed the day and year first before written.

Second Part

FORM OF AUTHORISED GUARANTEE AGREEMENT BY SURETY

AGREEMENT dated

BETWEEN: ... ("Landlord") of the one part,

and

... ("Surety") of the other part.

1. ... ("Assignor") has agreed to assign the Lease dated the day of made between the Landlord of the one part and ... of the other part, relating to ... ("the Lease") to ... ("the Assignee"), and this Agreement shall take effect when the Lease is assigned to the Assignee pursuant to the terms of the Lease.

2. THE SURETY AGREES to indemnify the Landlord against all losses incurred as a result of any failure by the Assignor to indemnify the Landlord as against all losses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease to the extent that the Assignor shall fail so to indemnify the Landlord pursuant to the terms of an Agreement of even date herewith made between the Landlord of the one part and the Assignor of the other part.

3. THE SURETY is liable to the Landlord under this Agreement as principal debtor and its obligations remain fully effective even if the Landlord shall give to the Assignee extra time to comply with any obligations in the Lease or shall not insist on its strict terms.

4.1. THE SURETY agrees in the event that the Lease shall be disclaimed and on becoming so if required by the Landlord to accept from the Landlord the grant of a new tenancy of the premises demised by the Lease and to execute and deliver a counterpart of it to the Landlord. The new tenancy is to be in the same terms and conditions as the Lease at the date of the disclaimer and to be for a term expiring on the term date of the Lease, PROVIDED ALWAYS that the Landlord shall not require the Surety to accept a new tenancy hereunder unless the Assignor shall have failed so to accept such a tenancy within one month of the Assignor being so required by the Landlord pursuant to the terms of the said Agreement of even date herewith.

4.2. IF A NEW tenancy shall be accepted by the Assignor pursuant to the terms of the said Agreement of even date herewith the Surety agrees to join in such new tenancy in the terms of the Surety covenants mentioned in the Lease.

IN WITNESS whereof the parties hereto have executed these presents as a deed the day and year first before written.

END OF FORMS OF AUTHORISED GUARANTEE AGREEMENTS

Copy.

THIS LEASE is made the 10th day of March 2003

BETWEEN:

(1) **RISEHOLM INVESTMENTS LIMITED** whose registered office is at The Brew House, Hill Top Hall Farm, Hill Top Lane, Pannal, Harrogate, HG3 1PA ("the Lessor); and

(2) **MANDY ARCHER** of Aldham Bridge, Wombwell Lane, Wombwell, Barnsley S73 8EP ("the Lessee")

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation of "this Lease"

The expression "this Lease" includes (unless expressly stated to the contrary) any document supplemental to or collateral with this document or entered into in accordance with this document except the Previous Lease.

1.2 "The Premises"

"The Premises" means the premises at Aldham Bridge, Wombwell Lane, Barnsley Road, Wombwell, South Yorkshire being all the premises demised by the Previous Lease.

1.3 "The Previous Lease"

"The Previous Lease" means a lease dated 28 July 1999 made between the same parties as are parties hereto by which the Premises were demised to the Lessee for a term of 3 years from 1 August 1999

1.4 "VAT"

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Lessee are exclusive of VAT.

2. RECITAL

Request for renewal

The Lessee has requested the Lessor to grant a further lease of the Premises to her.

3. DEMISE

The Lessor demises the Premises to the Lessee **TOGETHER WITH** (so far as the Lessor has title to grant the same) the rights granted by the Previous Lease, **EXCEPTING AND RESERVING** to the Lessor the matters excepted and reserved by the Previous Lease, **TO HOLD** the Premises to the Lessee for the term of 3 years commencing on and including 1 November 2002 **YIELDING AND PAYING** to the [redacted] payable without any deduction or set-off by equal quarterly payments in advance on the quarter days referred to in the Previous Lease in every year and proportionately for any period of less than a year, the first such payment being a proportionate sum in respect of the period from and including 1 November 2002 to and including the day before the quarter day next thereafter to be paid on the date hereof

4. TERMS OF THIS LEASE

This Lease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Previous Lease except as to the rent and term of years granted and except as modified in the schedule below so that this Lease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Lease in full except that the covenants given by the Lessor and the Lessee are to be construed as if they had been given at the date of the Previous Lease.

5. COVENANTS

5.1 The Lessee's Covenants

The Lessee covenants with the Lessor to observe and perform all the covenants and conditions on her part contained in the Previous Lease modified as above.

5.2 **The Lessor's Covenants**

The Lessor covenants with the Lessee to observe and perform all the covenants and conditions on its part contained in the Previous Lease modified as above.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to (and no person other than the parties to or their lawful successors in title shall be entitled to enforce) any of the provisions of this Deed.

7. **STAMP DUTY CERTIFICATE**

It is certified there is no agreement for a lease to which this Lease gives effect.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written.

SCHEDULE

Modifications to the previous Lease

Clause 2.14.1

Add immediately before the Proviso "or such other retail use defined within Class A1 of the Town and Country Planning (Use Classes) Order 1981 subject to Lessor's consent which shall not be unreasonably withheld or delayed"

Clause 2.30 Delete.

Add New Clause 2.30

"Not to use nor to allow the Premises to be used for any purpose which would be in competition with any businesses now or during the term carried on on the Lessor's adjoining property."

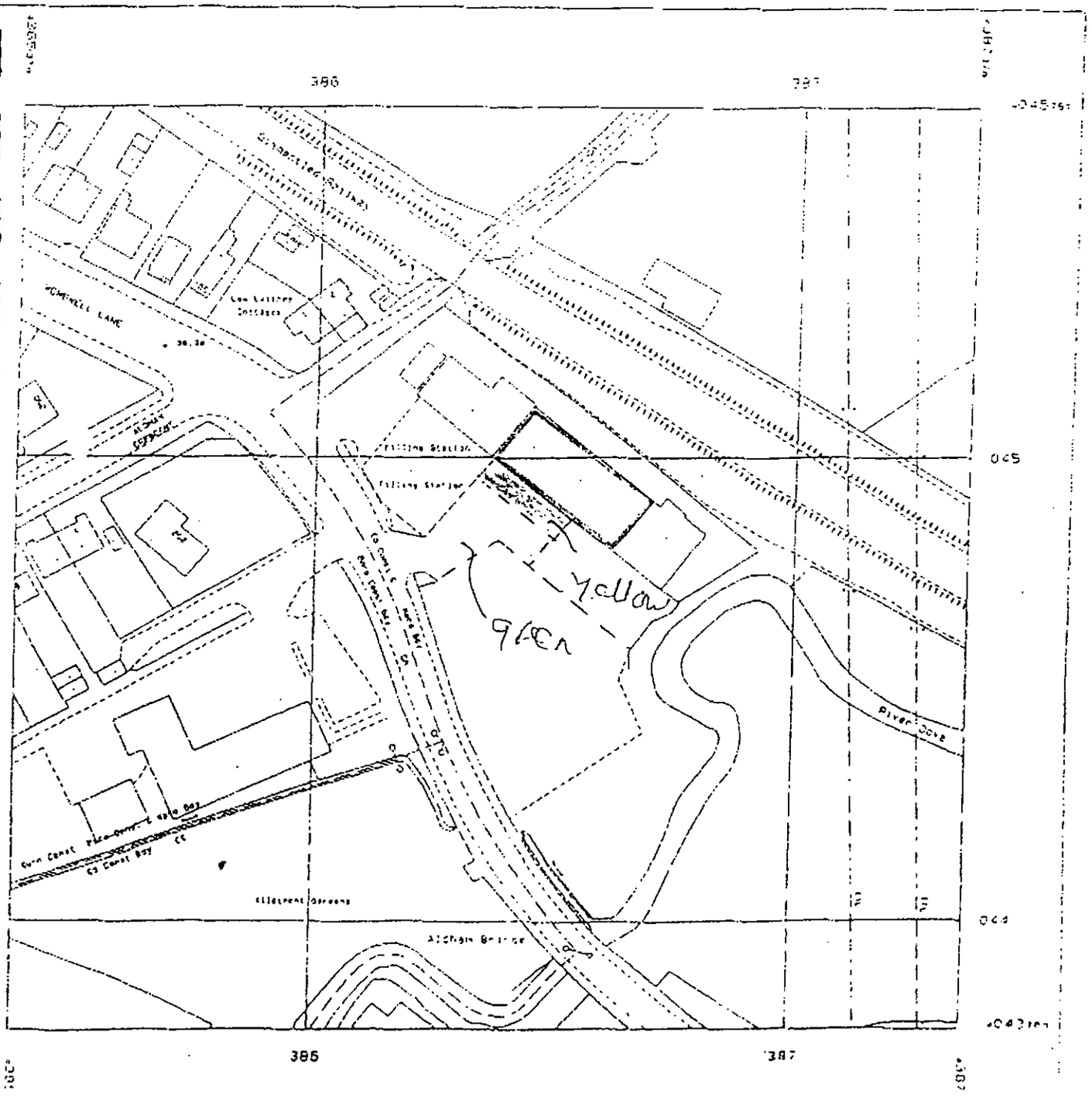
Ordnance Survey

Scale 1:1250

perplan

Planning Extract - 1

Site-centred



Add New Clause 3.3

"Not to allow any part of the land currently in the ownership of the Lessor and in the immediate vicinity of the Premises or the buildings erected or to be erected thereon to be used primarily for the sale of beds by retail provided the benefit of such covenant shall be personal to Mandy Archer and endure for so long as she shall be Lessee of this Lease."

Clause 4.7.2 Delete.

Add to the end of paragraph 4 in the Second Part of The Second Schedule "together with rights to park vehicles on the land coloured yellow on the plan attached hereto".

COUNTERPART

SIGNED as a Deed by)
MANDY ARCHER in)
the presence of:-)

[redacted]

Signature:

Name:

Address:

Occupation:

ORIGINAL

EXECUTED as a DEED by)

RISEHOLM INVESMENTS LIMITED)

Director [redacted]

Secretary

DATED 16th February 2006

RISEHOLM INVESTMENTS LIMITED

and

MANDY ARCHER

LEASE

relating to premises at Aldham Bride, Wombwell Lane, Barnsley Road, Wombwell, South Yorkshire

RK Wilcock
Solicitor
Queens Chambers
5 John Dalton Street
Manchester
M2 6FT

Tel: 0161 832 4848
Fax: 0161 832 4849
E-mail: kenwilcock@rkwlaw.co.uk

THIS LEASE is made the 16th day of February 2006

BETWEEN:

(1) **RISEHOLM INVESTMENTS LIMITED** whose registered office is at The Brew House, Hill Top Hall Farm, Hill Top Lane, Pannal, Harrogate, HG3 1PA ("the Lessor); and

(2) **MANDY ARCHER** of Aldham Bridge, Wombwell Lane, Wombwell, Barnsley S73 8EP ("the Lessee")

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation of "this Lease"

The expression "this Lease" includes (unless expressly stated to the contrary) any document supplemental to or collateral with this document or entered into in accordance with this document except the Previous Lease.

1.2 "The Premises"

"The Premises" means the premises at Aldham Bridge, Wombwell Lane, Barnsley Road, Wombwell, South Yorkshire being all the premises demised by the Previous Lease.

1.3 "The Previous Lease"

"The Previous Lease" means a lease dated 10 March 2003 made between the same parties as are parties hereto by which the Premises were demised to the Lessee for a term of 3 years from 1 November 2002

1.4 "VAT"

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Lessee are exclusive of VAT.

2. RECITAL

Request for renewal

The Lessee has requested the Lessor to grant a further lease of the Premises to her.

3. DEMISE

The Lessor demises the Premises to the Lessee **TOGETHER WITH** (so far as the Lessor has title to grant the same) the rights granted by the Previous Lease, **EXCEPTING AND RESERVING** to the Lessor the matters excepted and reserved by the Previous Lease, **TO HOLD** the Premises to the Lessee for the term of 5 years commencing on and including 1 November 2005 **YIELDING AND PAYING** to the [redacted] payable without any deduction or set-off by equal quarterly payments in advance on the quarter days referred to in the Previous Lease in every year and proportionately for any period of less than a year, the first such payment being a proportionate sum in respect of the period from and including 1 November 2005 to and including the day before the quarter day next hereafter to be paid on the date hereof

4. TERMS OF THIS LEASE

This Lease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Previous Lease except as to the rent and term of years granted and except as modified in the schedule below so that this Lease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Lease in full except that the covenants given by the Lessor and the Lessee are to be construed as if they had been given at the date of the Previous Lease.

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The Lessee covenants with the Lessor to observe and perform all the covenants and conditions on her part contained in the Previous Lease modified as above.

5.2 **The Lessor's Covenants**

The Lessor covenants with the Lessee to observe and perform all the covenants and conditions on its part contained in the Previous Lease modified as above.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to (and no person other than the parties to or their lawful successors in title shall be entitled to enforce) any of the provisions of this Deed.

7. **STAMP DUTY CERTIFICATE**

It is certified there is no agreement for a lease to which this Lease gives effect.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written.

SCHEDULE

Modifications to the Previous Lease

Add New Clause 2.31

"Not to use or allow to be used Calor Gas heating within the Premises or any other heating in the showroom of the Premises unless it is wall mounted."

SIGNED as a Deed by)
MANDY ARCHER in)
the presence of:-)

Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by)
RISEHOLM INVESTMENTS LIMITED)

Director

Secretary

BARNSLEY
Metropolitan Borough Council

GRANT OF PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. B/03/0803/WW

To Riseholm Investments Ltd.
c/o Chris Carr Associates
6A Eastgate
Barnsley
S70 2EP

Proposal Erection of two industrial units, extension of existing retail unit into adjacent industrial unit and extension to retail unit.

At Wombwell Lane Service Station, Wombwell Lane, Aldham Bridge, Wombwell, Barnsley

Permission is granted for the proposals which were the subject of the Application and Plans registered by the Council on 21 May 2003 and described above.

The approval is subject on compliance with the following conditions:

1. The development hereby permitted shall be begun before the expiration of 5 years from the date of this permission.
   In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.

2. Prior to the commencement of development the existing portacbin[s] and the canopy on the site frontage shall be demolished and permanently removed from the site.
   To secure improvements in the appearance of the site.

3. No development shall take place until there has been submitted to and approved, in writing, by the Local Planning Authority, full details of both hard and soft landscaping works, including details of the species, positions and planted heights of all proposed trees and shrubs; together with details of the position and condition of any existing trees and hedgerows to be retained.
   In the interests of the visual amenities of the locality.

4. Prior to the occupation of the units the following improvement works shall be fully implemented in accord with the approved plans;- the realignment and improvement to the means of access; the removal of the hardstanding areas; the rebuilding of the frontage wall, and the implementation of the approved landscaping scheme pursuant to condition 4.
   To secure visual improvements to the site.

5. Prior to the commencement of development, existing trees on site shall be protected by a

[redacted]

The grant of this consent does not constitute or imply permission, approval or consent by the Local Authority for any other purpose.

Sign[redacted]
Assistant Director, Planning and Transportation

Dated 6 April 2004

Planning and Transportation Service **Telephone: 01226 - 772600**
Central Offices, Kendray Street, Barnsley. S70 2TN **Fax: 01226 - 772599**

chestnut pale and scaffold fence erected around the trees' canopies to British Standard 5837. Thereafter no excavations, tipping or storage of materials shall take place within the fenced area..
To safeguard existing trees, in the interests of the visual amenity.

6. Units 1 and 2 hereby approved shall only be used for uses falling within B1 , B2 and B8 of the Town and Country Planning Use Classes Order.
For the avoidance of doubt. A retail use would be contrary to Council policy.

7. Prior to being discharged to any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through an oil interceptor installed in accordance with a scheme previously submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved scheme..
To prevent pollution of the water environment.

8. No development shall take place until full details of the proposed external materials have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
In the interests of the visual amenities of the locality.

9. Prior to the commencement of construction work forward visibility in both directions shall be provided at the site entrance in accordance with the dimensions of 2.4 x 90 metres.
In the interests of highway safety.

Informatives

The decision to grant planning permission has been taken having regard to the policies and proposals in the Barnsley Unitary Development Plan set out below and to all relevant material considerations, including Supplementary Planning Guidance:

GS 7and 8 Development within Green Belts

This informative is only intended as a summary of the reason for granting planning permission. For further details on the decision please refer to the application file, by contacting 01226 772593.

NOTES:-

Appeals to the Secretary of State

If you are aggrieved by the decision of the Council to grant permission for the proposed development subject to conditions then you can appeal to the Secretary of State for the Environment, Transport, and Regions under Section 78 of the Town and Country Planning Act. If you want to appeal, then you must do so within three months of the date of this notice, using a form which you can get from The Planning Inspectorate, Room 3/24 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order. In practice, the Secretary of State does not refused to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and Regions refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.

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Central Offices, Kendray Street, Barnsley. S70 2TN **Fax: 01226 - 772599**