

These are the notes referred to on the following official copy



Title Number CYM442558

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- All words in *italicised text* and *inapplicable alternative wording* in a clause may be omitted or deleted.
- Clause LR13 may be omitted or deleted.
- Clause LR14 may be omitted or deleted where the Tenant is one person.
- Otherwise, do not omit or delete any words in **bold text** unless italicised.
- Side-headings may appear as headings if this is preferred.
- Vertical or horizontal lines, or both, may be omitted.

LR1. Date of lease	24 th February 2009
LR2. Title number(s) WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT  WHITTINGHAMS (0.14.06)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> WA519729 LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>
LR3. Parties to this lease <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in England and Wales including any prefix.</i>	Landlord MICHAEL JOHN SERVINI and MARION ELIZABETH SERVINI Tenant OGMORE FISH BAR LIMITED  5603S Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> ANDREW ROBERT MORDECAI and TRACY HEATHER MORDECAI (Guarantors)
LR4. Property <i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Ground floor of 20 Salisbury Road Cathays Cardiff CF24 4AD as shown edged red on the plan attached to the Lease
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) <i>or</i> 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

<p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.2 This lease is made under, or by reference to, provisions of: Not applicable</p>
<p>LR6. Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>From and including The 24th day of February 2009</p> <p>To and including The 23rd day of February 2024</p>
<p>LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>£ 0.00</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease <i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>

<p>LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land N/a</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease N/a</p> <p>LR9.3 Landlord's contractual rights to acquire this lease N/a</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>

<p>LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Clause 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Clause 1</p>
<p>LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p>
<p>LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property None</p>

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

THIS LEASE is made the 24th day of February Two Thousand and Nine BETWEEN MICHAEL JOHN SERVINI and MARION SERVINI of 1 Tair Gwain Caversham Park Penarth Vale of Glamorgan CF64 3RG (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby granted) of the first part and OGMORE FISH BAR LIMITED (CRN 5808428) whose registered office is at 7 Derwen Close Litchard Bridgend CF31 1QP (hereinafter called "the Tenant" which expression shall where the context so admits include their successors in title) of the second part and ANDREW ROBERT MORDECAI and TRACY HEATHER MORDECAI both of 7 Derwen Close aforesaid (hereinafter called "the Guarantors") of the third part

WITNESSETH as follows :-

1. In consideration of the rents hereinafter reserved and of the covenants on the part of the Tenant and of the conditions hereinafter reserved and contained the Landlord **HEREBY DEMISES** unto the Tenant **ALL THOSE** ground floor premises forming part of 20 Salisbury Roath Cathays Cardiff CF24 4AD (hereinafter called "the Building") which are for the purposes of identification shown on the plan annexed hereto and thereon edged in red (hereinafter called "the demised premises") **TOGETHER WITH**

(i) the right of free passage and running of water and soil in or through the sewers drains and channels made or to be made upon or through or under the other parts of the Building and the free and uninterrupted use of all gas electric telephone and other pipes wires cables upon through or under the same

(ii) full right and liberty for the Tenant and his surveyors agents workmen and others at all times on reasonable notice (save in case of emergency) to enter into and upon the other parts of the Building for the purpose of repairing maintaining altering cleansing examining or testing 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 or doing anything whatsoever comprised within the Tenant's obligations hereinafter contained making good all damage thereby occasioned

- (iii) right of support and shelter from the rest of the building

EXCEPTING AND RESERVING

(i) the right of free passage and running of water and soil in or 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

(ii) full rights and liberty for the Landlord and his surveyors agents workmen and others at all times on reasonable notice (save in case of emergency) to enter into and upon the demised premises and all parts thereof for the purpose of repairing maintaining altering cleansing examining or testing the Building 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 or doing anything whatsoever comprised within the Landlords obligations hereinafter contained making good all damage thereby occasioned

(iii) the right to build or rebuild or alter any adjacent or neighbouring land or building including building over the demised premises 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 is in any case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected provided such work will not obscure the frontage of the demised premises in any way from public view

(iv) the right of support 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 Landlord

- (v) the right of the Landlord and the occupiers from time to time of the first floor of the Building to pass and repass down the fire escape at the rear of the Building and along the yard at the rear forming part of the demised premises and through the gate at the rear of the demised premises in cases of emergency only

TO HOLD the demised premises unto the Tenant for a term of fifteen years from the 24th day of February 2009 subject nevertheless to the proviso for re-entry hereinafter contained **YIELDING AND PAYING** therefor during the said term yearly and proportionately for any fraction of a year the following rent :-

- (i) for the first three years of the said term : £15,000.00
- (ii) from the 24th day of February 2012 and for the remainder of the term hereby granted such other rent as is determined under the provisions of the First Schedule hereof

such rent being paid by equal quarterly payments in advance on the usual quarter days in every year by standing order without any deduction or set-off whatsoever except as authorised by any statutory enactment for the time being in force and also paying in addition throughout the said term by way of further rent from time to time a sum of money equal to one half of the amount which the Landlord may expend in effecting and maintaining the insurance and keeping insured the Building for such sum as the Landlord shall from time to time consider sufficient to cover the cost of rebuilding the Building together with such additions and/or improvements as may at any time be made to the demised premises against loss or damage by fire storm tempest explosion aircraft lightning flood and impact and such other insurable risks excluding plate glass as the Landlord may from time to time reasonably decide to cover including any sums by which the premium payable by the Landlord in respect of the demised premises may hereafter be increased by reason of any increase in the rate of such premium in consequence of any improvements executed upon the demised premises or in consequence of the user of the demised premises by the Tenant and also for insuring Landlords fixtures and fittings therein against loss or damage by fire and also for insurance for Architects and Surveyors fees and three years rent of the demised

premises such further and additional rent to be paid on the quarter day next ensuing after the said expenditure

2. The Tenant **HEREBY COVENANT'S** with the Landlord as follows:

(1)(a) To pay the rents rates and taxes hereby reserved at the times and in manner aforesaid free from all deductions or set-off except to the redemption annuity (if any) and also to pay and discharge all rates taxes assessment impositions duties charges and outgoings whatsoever whether parliamentary local or otherwise which now are or may hereafter become payable or assessed in respect of the demised premises or any part thereof except only such as the owner is by law bound to pay notwithstanding any contract to the contrary and any such taxes in respect of the profits or gains of the Landlord

(b) To pay interest to the Landlord on any rent or other sums of money payable by the Tenant to the Landlord under these presents if the same shall not have been received within 7 days of the same becoming payable and in such event interest shall be calculated on a day to day basis at the rate of 4% above base rate of National Westminster Bank Plc prevailing at the due date for the period from the date upon which such money became payable until the date of receipt of payment by the Landlord and the aggregate amount for the time being so payable shall at the option of the Landlord be, recoverable by action or as rent in arrear **PROVIDED** that nothing in the sub-clause contained shall entitle the Tenant to withhold or delay any payment of rent or other sums of money after the date upon which it first falls due or in any way prejudice affect or derogate from the rights of the Landlord under the proviso for re-entry hereinafter contained

(c) To pay the Landlord's reasonable and proper legal expenses and surveyors fees (including disbursements and stamp duty) on all Licences and the duplicate copies thereof resulting from all applications by the Tenant for any consents or approval of the Landlord or his surveyors required by these presents including charges fees and disbursements actually incurred in cases where consent is refused or the application is withdrawn

(d) To pay all expenses (including Solicitors' costs and surveyors fees) incurred by the Landlord incidental to the preparation and service of a notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

- (2) At the Tenant's own cost and expense to put in repair and from time to time as occasion shall require during the said term hereby granted well and substantially repair cleanse amend paint decorate whitewash and keep in good and substantial repair and condition to the reasonable satisfaction in all respects of the Landlord's Surveyor the interior of the demised premises including the shop front and plate glass but excluding the main load bearing structures roof and foundations the Tenant and will the same quietly surrender and yield up in such good and substantial repair as aforesaid at the end or sooner determination of the said term hereby granted together with any such additions and improvements as aforesaid and the Landlord's fixtures and fittings whole and fit for use
- (3) To paint in a good and workmanlike manner with two coats of good quality paint and treat with creosote or tar all the outside wood iron and rough cast work of the demised premises usually so painted or tarred once in every third year during the term and in like manner once in the fifth year of the term to paint with two coats of good quality paint and as well paper with suitable paper and grain and varnish all the internal wood metal and cement work which has been or to be painted papered grained or varnished
- (4) Not without the Landlords previous written consent at any time during the said term to cut maim or remove any of the main walls beams columns timbers floors or other structural parts of the demised premises or commit or permit any waste of damage to the demised premises or to the floors or timbers thereof or to make or permit to be made any alteration in or addition to the elevation or main structure or in the external decoration thereof (except as aforesaid) or to permit any steam or other engine or furnace or any additional building chimney or flue to be erected on the demised premises PROVIDED that if the Tenant under the provisions of these presents or of any consent or licence given by the Landlord hereunder shall make any such alteration or addition to the demised

premises the Tenant shall (if the Landlord shall so require but not otherwise) at the end or sooner determination of the said term at the Tenants own expense remove such alterations and additions and shall also at his own expense restore the demised premises to the same condition in which they were prior to the making or erecting of such alterations or improvements

- (5) To permit the Landlord and his surveyor and agent with or without workmen and others twice a year at reasonable times and upon reasonable written notice to enter upon and examine the condition of the demised premises and thereupon the Landlord may serve on the Tenant a notice in writing specifying any repairs necessary to be done so far as they are the liability of the Tenant under the covenants herein contained and require the Tenant forthwith to execute the same and forthwith to pay the Landlord's surveyors reasonable and proper fees and if the Tenant shall not within two months after service of such notice commence and thereafter proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the costs thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action
- (6) To permit the Landlord and any persons authorised by the Landlord and tenants and occupiers of the adjoining premises at all reasonable times and upon reasonable written notice to enter upon the demised premises for the purpose of carrying out repairs decorations or alterations of or upon adjoining or neighbouring property or cleansing emptying or renewing the sewers drains and gutters belonging to the same or constructing any building or erection on any land adjoining or neighbouring the demised premises the person entering making good to the Tenant all damage occasioned thereby
- (7) Not to use the demised premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose nor for any noxious or offensive trade or business and not to permit do or cause or suffer to be done any act matter or thing which may be or grow to be an annoyance nuisance damage or disturbance to the Landlord or his tenants or to the neighbourhood nor to use the premises for any purpose other than as a baguette and

coffee bar provided that the user may be changed subject to obtaining the consent of the Landlord (such consent not be unreasonably withheld or delayed) and the local authority concerned where applicable

- (8) Not to hold any sale by auction on the demised premises or any part thereof
- (9) Not to underlet hold on trust for another part with or share the possession or occupation of the whole of the demised premises except that the Tenant may part with possession or occupation of the whole of the demised premises to or with a company that is a member of the same Group as the Tenant (within the meaning of Section 42 of the 1954 Act) for so long as both companies remain members of the same Group and otherwise than in a manner that transfers or creates a legal estate
- (10) Not to assign underlet charge hold on trust for another part with nor except as in the previous clause share possession or occupation of part only of the demised premises
- (11) Not to assign the whole of the demised premises without first
 - (a) obtaining the written licence of the Landlord which shall not be unreasonably withheld
 - (b) satisfying the circumstances specified for the purposes of Section 19(1A) Landlord & Tenant Act 1927 and set out in Clause (d) below and
 - (c) complying with the conditions specified for the purposes of Section 19 (1A) of the Landlord & Tenant Act 1927 and set out in Clause (e) below
 - (d) the circumstances referred to in Clause (b) are that:-
 - (i) all sums properly due from the Tenant under this Lease have been paid at the date of the Application for the Licence to Assign

- (ii) in the Landlords reasonable opinion the Assignee is a person who is at the date of the Application for Licence to Assign likely to be able to comply with the Tenant's covenants of this Lease and is likely to continue to be such a person following the Assignment
- (e) the Conditions referred to in Clause (c) are that
 - (i) upon or before any Assignment and before giving occupation to the Assignee the Tenant shall covenant by way of indemnity and guarantee with the Landlord in the terms set out in the Second Schedule
 - (ii) if so reasonably required by the Landlord the Assignee shall upon or before any Assignment and before taking occupation obtain Guarantors reasonably acceptable to the Landlord who shall covenant by way of indemnity and Guarantee (if more than one jointly and severally) with the Landlord in the terms set out in Clause 4. hereof
- (12) Within one month after every assignment or underletting or the assignment of an underlease or the grant of any sub-underlease out of any underlease whether immediate or mediate or after any devolution by will or after the creation of any mortgage or charge affecting the demised premises or any part thereof to produce the assignment underlease instrument or other evidence of such devolution mortgage or charge to the Solicitors for the time being of the Landlord and pay a fee of Thirty five pounds plus VAT for each registration
- (13) (a) At all times to have the Tenant's usual trade name and if desired the nature of the business carried on upon the demised premises displayed in a manner approved by or on behalf of the Landlord such consent not to be unreasonably withheld or delayed and keep the demised premises open for business during reasonable hours and at all times comply with all requirements of the Local Authority or Local

Planning Authority in connection with the user of the premises for the purpose of the business for the time being authorised to be carried on there

- (b) Subject to the provisions of the previous sub-clause not without the previous consent in writing of the Landlord such consent not to be unreasonably withheld or delayed to erect place affix or display or suffer to be erected placed affixed or displayed any serial sign sign-board, advertisement hoarding fascia placard bill notice or other notification whatsoever whether by a display of lights or otherwise in or upon the demised premises (except such notification as may be required by law) other than an aerial sign sign-board advertisement hoarding fascia placard bill notice or other notification as aforesaid setting forth the name of the Tenant and the trade or business carried on upon the demised premises which in the reasonable opinion of the Landlord is of reasonable size and appropriate to such trade or business and if the Tenant is served with a challenge notice under Regulation 8 of the Control of Advertisements Regulations respecting any advertisement displayed on the demised premises the Tenant shall unless he forthwith removes the same duly make application for express consent in accordance with the said Regulation and if such express consent is refused he shall forthwith remove the said advertisement
 - (c) On the expiration or sooner determination of the said term to remove or deface any such aerial sign signboard advertisement hoarding fascia placard bill notice or other notification as aforesaid and to make good any damage caused thereby to the reasonable satisfaction of the Landlord's surveyor
- (14) Not to make or permit to be made any application to the Local Planning Authority for any consent whatsoever concerning the demised premises without obtaining the Landlord's prior approval thereto such approval not to be unreasonably withheld or delayed
 - (15) Not to do or suffer anything whereby the right of light or air to or appertaining to the demised premises may be endangered or interfered with or lost and in the event of any

other person or persons doing any act or thing whereby such right of light or air to the demised premises is endangered interfered with or lost forthwith to notify the Landlord and at the Tenant's cost to take such action at law or otherwise as may seem necessary to him in the name of the Tenant either alone or jointly with the Landlord for the protection of their respective interests in the demised premises

- (16) To indemnify and keep indemnified the Landlord from and against all legal liability in respect of all loss damage actions proceedings suits claims demands costs damages liability and expenses in respect of any injury to or the death of any person damage to any property movable or immovable by reason of or arising in any way directly or indirectly out of the repair state of repair condition existence of any alteration to or to the user hereinbefore permitted of the demised premises and from all proceedings costs claims and demands of whatsoever nature in respect of any *such* liability or alleged liability
- (17) To do and execute all such works as may under the Factory and Workshop Acts the Clean Air Act 1956 the Town and County Planning Acts the Offices Shops and Railway Premises Act 1963 or any other Act of Parliament or Bye-laws or Building Regulations of the Sanitary Local or other Authority for the time being be due or required to be executed at any time during the said term upon or in respect of the demised premises or the buildings thereon whether by the Landlord or Tenant and to keep the Landlord fully and effectually indemnified in respect of any expenditure which may be required to be incurred in regard thereto
- (18) To permit the Landlord during the three months immediately preceding the determination of the tenancy to affix and retain without any interference upon any part of the demised premises (but not on the shop window or so as to interfere with the Tenants said trade or business) a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or his agent at reasonable times of the day to view the demised premises **PROVIDED ALWAYS** that any such sign shall not interfere with the access of light and air to the demised premises

- (19) To remove any additional buildings additions or alterations made to the demised premises (except those made with the written consent of the Landlord) at or before the end of the tenancy if so required by the Landlord and in such case to restore the demised premises in all respects to their former state to the reasonable satisfaction of the Landlord or his surveyor
- (20) At the end or other sooner determination of the term peaceably to surrender and yield up the premises (being repaired amended renewed upheld supported maintained papered grained varnished whitewashed and cleansed as aforesaid) unto the Landlord together with all fixtures which at any time during the term shall have been affixed or shall belong to the premises (tenant's and trade fixtures only excepted) and to replace all broken glass

3. **THE LANDLORD HEREBY COVENANTS** with the Tenant as follows: -

(i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the demised premises (subject to the exceptions and reservations herein contained) during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him

(ii) To insure and keep insured with some reputable insurance office selected by the Landlord against destruction or damage by fire riot storm tempest flood explosion aircraft lightning and impact ("the insured risks") the Building (plate glass excluded) for such sum as the Landlord shall from time to time reasonably consider sufficient to cover the cost of re-building the Building including two years loss of rent and all customary and proper Architects and surveyors fees and to note the interest of the Tenant and the Tenant's mortgagees and whenever reasonably required to produce to the Tenant the policy or policies of such insurance and the receipt for the current premium and in case of any destruction or damage as aforesaid happening to the demised premises (unless payment of the policy monies shall be withheld in whole or in part by reason of any act neglect or

default of the Tenant) to reinstate restore replace or rebuild the demised premises or the parts thereof so destroyed or damaged with all convenient speed

(iii) If the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire explosion riot or aircraft and any insured risk so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act default of the Tenant the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use or until the date of expiry of a notice of election given by either the Landlord or the Tenant under the condition next following and it is a condition of this Lease that in case the demised premises shall be destroyed or so damaged by fire or any other insured risks as to be rendered wholly unfit for occupation or use either the Landlord or the Tenant may elect to treat this Lease as at an end by serving upon the other party hereto not less than one month's notice in writing of such election upon the expiration of which notice the Landlord in the event of such election having been made by him may re-enter upon the demised premises or any part thereof in the name of the whole or the Tenant in the event of such election having been made by him may quit the demised premises any such election by either party hereto shall be subject to the Landlord's right to recover any rents payable up to the date of expiry of the said notice of election and to the rights of either party hereto in respect of then subsisting breach of covenant

(iii) To keep the main structures of the Building including the roofs external walls and foundations thereof in tenantable repair

4. THE GUARANTORS HEREBY JOINTLY AND SEVERALLY COVENANT with the Landlord as follows :-

4.1 To pay observe and perform

Until this lease is next lawfully assigned except by operation of law the Tenant will punctually pay the Rent and other sums payable under this Lease and observe and perform the covenants and other terms of the same and if at any time until this Lease is next lawfully assigned except by operation of law the Tenant shall make any default in payment of the Rent or other sums as aforesaid or in observing or performing any of the covenants or other terms of this Lease the Guarantors will pay the Rent and other sums aforesaid and observe or perform the covenants or terms in respect of which the Tenant shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:-

- 4.1.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the Rent or other sums aforesaid or the observance or performance of the covenants or other terms of this Lease or any refusal by the Landlord to accept sums tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under section 146 of the Law of Property Act 1925 have been entitled) to re-enter the Premises
- 4.1.2 that the terms of this Lease may have been varied by agreement between the parties except by a "relevant variation" as defined in section 18(4) of the Landlord and Tenant Act 1995
- 4.1.3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantors under this Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under section 140 of the Law of Property Act 1925 and
- 4.1.4 any other act or thing by which but for this provision the Guarantors would have been released

4.2 To take lease following disclaimer

If at any time until this lease is next lawfully assigned except by operation of law the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim this lease the Guarantors shall if the landlord shall by notice within three months after such disclaimer so require take from the landlord a lease of the Premises for the residue of the Contractual Term which would have remained had there been no disclaimer at the Rent then being paid under this lease and subject to the same covenants and terms as in this lease such new lease to take effect from the date of such disclaimer and in such case the Guarantors shall pay the costs of such new lease and execute and deliver to the landlord a counterpart of it

4.3 To make Payments following disclaimer

If this lease shall be disclaimed and for any reason the landlord does not require the Guarantors to accept a new lease of the Premises in accordance with sub-clause 6.2 the Guarantors shall pay to the landlord on demand an amount equal to the Rent and other sums payable under this lease for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates: -

4.3.1 the date twelve months after such disclaimer and

4.3.2 the date (if any) upon which the Premises are relet

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:-

5.1 If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether legally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed or if the tenant for the time being shall become bankrupt or being a Company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if

the tenant for the time being shall enter into any arrangement or composition for the benefit of the tenant's creditors or shall suffer any distress or execution to be levied on the tenant's goods then and in any of the said cases it shall be lawful for the Landlord at any time hereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained

- 5.2 In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or damaged by any of the Insured Risks so as to be unfit for occupation and use and save to the extent that the policy or policies of insurance shall have been vitiated or payment of the policy moneys refused in whole or in part in consequence of some act or default of the Tenant its servants agents visitors licencees or contractors the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage and/or destruction sustained shall be suspended until the Demised Premises shall be again rendered fit for occupation and use or until the earlier expiration of three years from the date of the damage or destruction and any dispute as to the amount or extent of such cesser of rent shall be referred to the award of a single arbitrator if the Landlord and the Tenant can agree upon one and otherwise to an arbitrator appointed 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 Act 1996 or any statutory modification thereof for the time being in force
6. The regulations as to notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein
7. In this Lease where the context so permits words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" covenants expressed to be made by such persons shall be joint and several

8. If the Tenant wishes to determine this Lease on the expiry of the third sixth ninth or twelfth anniversary of this Lease and shall give to the Landlord not less than six months prior notice in writing of its wish to do so and shall up to the time of such determination have paid the rents reserved by this Lease then upon the expiry of such notice the term hereby granted shall immediately cease and determine but without prejudice to the Landlord's rights in respect of any antecedent claim or breach of covenant

THE FIRST SCHEDULE

Rent Review

"Rent Review Date"

1. For the purposes of this Schedule Rent Review Date means the 24th day of February 2012 the 24th day of February 2015 and the 24th day of February 2018 and the 24th day of February 2021

"Current Market Rental"

2. For the purpose of this Schedule "Current Market Rental" means the best rent at which the Premises might reasonably be expected to be let either as a whole or in parts (whichever shall be the higher) at the relevant Rent Review Date in the open market by a willing landlord to a willing tenant (after the expiry of a rent free period of such length as would be negotiated in the open market between a willing landlord and a willing tenant) for a term equal to the original term hereby demised (commencing on the relevant Rent Review Date) without a premium with vacant possession of the whole of the Premises or with the benefit of any subsisting sub-tenancies (whichever shall produce the greater rent) and subject to the provisions of this Lease (other than the amount of the Rent but including the provisions for rent review) on the assumptions that at the relevant Rent Review Date the Premises are fully fitted out and fit for immediate occupation and use that the

Premises may be lawfully used by any person for any of the uses permitted by this Lease and that they have been physically adapted for any such use that the Tenant has the benefit of any licences granted to the Tenant in respect of or connected with the Premises that no alterations or additions have been carried out thereto by the Tenant its predecessors in title or its or their underlessees during the Term which have diminished the rental value of the premises that no reduction is to be made to take account of any rental concession or capital payment in lieu which on a new letting with vacant possession might be granted to the incoming tenant that the Tenant is fully able to recover any Value Added Tax payable on the Rent and/or other items of expenditure under this Lease and that if the Premises have been destroyed or damaged they have been fully restored but disregarding: -

- 2.1 any subsisting breach of the Landlord's or the Tenant's covenants or of the conditions contained in this Lease
- 2.2 any threatened or current legal process in relation to the Premises
- 2.3 any obligation on the Tenant arising under this Lease to rebuild reinstate or replace the Premises or any part or parts thereof
- 2.4 any obligation of the Tenant arising under this lease to reinstate the Premises at the end of the Term to the condition or design of the Premises prior to the carrying out of any works by the Tenant or the Tenant's predecessors in title or any sub tenant
- 2.5 the possibility that the Premises or some part thereof may be demolished redeveloped or substantially altered or occupied by the landlord for the purposes of its business at the expiration of the Term
- 2.6 the fact that any part of the Premises may be or become available for letting but be unlet
- 2.7 any effect on Rent of the fact that the Tenant or its predecessors in title have been in occupation of the Premises
- 2.8 any goodwill attached to the Premises by reason of the carrying on thereat of the business of the Tenant or its predecessors in such business since the commencement of the Term

2.9 any increase in the rental value of the Premises attributable to the existence at the relevant Rent Review Date of any improvement to the Premises or any part thereof carried out by the Tenant or the Tenant's predecessors in title during the Term not being an improvement which was carried out:-

2.9.1 in whole or in part in pursuance of an obligation expressed or implied on the part of the Tenant herein and/or

2.9.2 without the prior consent (if required) of the landlord and not in complete compliance in all respects with the covenants on the Tenant's part herein contained

2.10 all restrictions whatsoever relating to rent contained in any statute and any direction thereby given relating to any method of determining rent

Review

3. At each Rent Review Date the Rent shall be reviewed in accordance with the provisions of this Schedule and from and after each Rent Review Date the Rent payable in respect of the Premises shall be the greater of the Rent paid immediately before the relevant Rent Review Date and the Current Market Rental on the relevant Rent Review Date

Review procedure

4. The landlord and the Tenant may endeavour to agree the Current Market Rental at any time before the relevant Rent Review Date but if they shall not endeavour to do so or shall not have reached agreement in writing prior to three months before the relevant Rent Review Date at any time thereafter but prior to the next Rent Review Date after the relevant Rent Review Date the landlord may (and if so requested in writing by the Tenant shall immediately) apply to the President (or failing him the person delegated to act in his

place) for the time being of the Royal Institution of Chartered Surveyors to appoint a person ("the Independent Surveyor") considered by the appointer in his sole absolute discretion to be suitably qualified and experienced to act as an expert and not as an arbitrator to determine as an expert the amount of the Current Market Rental as at the relevant Rent Review Date and the said expert shall afford to each of the parties a reasonable opportunity to make representations to him and shall communicate his determination to the landlord and the Tenant in writing and the determination of the Independent Surveyor shall be binding on the Landlord and the Tenant and the fees of the Independent Surveyor (including the cost of his appointment) shall be in his award or failing such award shall be paid equally by the Landlord and the Tenant

Independent Surveyor

5. The Independent Surveyor appointed to determine the Current Market Rental pursuant to the foregoing provisions of this Schedule shall act as an expert and not as an arbitrator but shall nevertheless afford to the Landlord and the Tenant a reasonable opportunity to make written representation to him provided that-
 - 5.1 If before the appointment of the Independent Surveyor the Landlord shall elect in writing the Independent Surveyor shall act as an arbitrator in accordance with the Arbitration Act 1996 and not as an expert
 - 5.2 If the Independent Surveyor shall die or shall decline to act or shall become incapable of acting the President (or failing him the person delegated to act in his place) for the time being of the Royal Institution of Chartered Surveyors may on the application of either party discharge the Independent Surveyor and appoint another in his place and this may be repeated as many times as may be necessary in the circumstances

Memoranda of Revised Rent

6. When the amount of any Rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof recording such revised Rent shall thereupon at the cost of the Tenant be endorsed upon or annexed to this Lease and the Counterpart thereof and signed by or on behalf of the landlord and the Tenant

Payment on Account and on Determination

7. If and so often as the Rent in respect of any period has not been ascertained pursuant to the foregoing provisions before the first day hereby appointed for payment the Tenant shall continue to pay at the rate equal to the Rent payable immediately before the commencement of the relevant period (such payments being on account of the Rent for that period) until the first date for payment of the Rent after the Rent for that period shall have been ascertained and on that date ("the Material Date") there shall be payable by the Tenant to the Landlord by way of rent (in addition to the amount of the Rent otherwise due on that date) the aggregate of the amounts by which the instalments of the Rent payable on account in respect of that period as hereinbefore provided fall short of the amounts which would have been payable if the Rent for the period had been ascertained before the first day for payment ("the Revised Rent") together with interest at the Prescribed Rate in respect of each instalment due prior to the Material Date on the difference between the Rent paid on account as hereinbefore provided and the Revised Rent for the period from the date when the said instalment was due up to the date upon which payment is actually made

Statutory Rent Restriction

8. If any lawful provision shall prohibit or restrict:
 - 8.1 revision of the Rent payable hereunder or
 - 8.2 the demand for or acceptance of the Rent as reviewed in accordance with the provisions hereof in full at any Rent Review Date the landlord may at any time

that such provision is removed relaxed or modified prior to the next Rent Review Date thereafter serve upon the Tenant a notice in writing requiring an intermediate revision of the Rent on such date as is twenty eight days after the date of the posting of such notice which shall then be deemed to be an additional Rent Review Date and the foregoing provisions of this clause shall then take effect accordingly

SECOND SCHEDULE
DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the _____ day of _____ 200

BETWEEN: -

- (1) ("the Landlord") of the first part and
- (2) ("the Assignee") of the second part and
- (3) ("the Guarantor") of the third part [and]
- [(4) ("the Second Guarantor") of the fourth part]

WITNESSETH as follows:-

Definitions

1 In this Deed unless there is something in the subject or context inconsistent therewith: -

- 1.1 1.1.1 any reference to a deed or document includes a reference to all or any deeds and documents from time to time supplemental thereto (whether or not

expressed to be so) and is a reference to that deed or document as varied from time to time

1.1.2 if at any time more than one person is included in any of the expressions "the Landlord" "The Guarantor" ["The Second Guarantor"] or "The Assignee" such expression shall include all or any of such persons and obligations owed to or by the Landlord the Guarantor [the Second Guarantor] or the Assignee as the case may be shall be owed to or by such persons jointly and severally

1.1.3 words importing one gender include any other gender words importing the singular include the plural and vice versa and any reference to a person includes a reference to a firm company authority board department or other body and vice versa

1.1.4 the headings and clause numberings herein are intended to facilitate reference only and are not in any way to affect the construction of this Deed or any clause herein

1.2 the following words and expressions shall have the meanings hereinafter assigned to them:

1.2.1 "the Act" means the Landlord and Tenant (Covenants) Act 1995

1.2.2 "the Guarantee Period" means the period of time commencing on the date of assignment of the benefit of the lease to the Assignee and continuing until the date that the Assignee shall itself assign the benefit of the Lease save where such assignment is made in breach of covenant or by operation of law

1.2.3 "the Guarantor" includes (in the case of an individual) his personal representatives

1.2.4 "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term

1.2.5 "the Lease" means a Lease dated the _____ day of _____ 2009 and made between (1) Michael John Servini and Marion Elizabeth Servini and (2) Ogmores Fish Bar Limited

1.2.6 "Losses" includes all liabilities incurred by the Landlord all damage and loss suffered by it and all damages awarded against it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it in each case arising out of the Assignee's breach non-observance non-performance or part performance of the covenants on the part of the tenant and/or the stipulations and conditions on the part of the tenant to be observed and performed as are contained in the Lease

1.2.7 "the Premises" means 20 Salisbury Road Cathays Cardiff more particularly described in the Lease

1.2.8 "the Rents" means the rent insurance rent service charge and other sums reserved by the Lease

[1.2.9 "the Second Guarantor" includes (in the case of an individual) his personal representatives

1.2.10 "the Term" means the term of 10 years from and including demised by the Lease

Recitals

2. 2.1 The Premises were demised by the Lease for the Term subject to payment of the rents thereby reserved and the observance and performance of the covenants on the part of the lessee and the other terms therein contained
- 2.2 The reversion immediately expectant on the determination of the Term which is now registered at the Land Registry under title number WA519729 is vested in the Landlord and the unexpired residue of the Term which is now registered at the Land Registry under title number CYM is vested in the Guarantor
- 2.3 The Lease contains provisions prohibiting the Guarantor from assigning the Premises without first entering into a Deed of Guarantee in the form of this Deed and the Guarantor has applied for licence to assign its estate and interest in the Premises to the Assignee
- [2.4 The Lease contains covenants by the Second Guarantor (inter alia) guaranteeing the payment of the rents reserved by and the observance and performance of the covenants on the part of the lessee and the other terms therein contained
- 2.5 In consideration of the Landlord consenting to the assignment of the Lease to the Assignee at the request of the Second Guarantor the Second Guarantor has agreed to guarantee the observance and performance of the covenants on the part of the Guarantor in the manner set out in this Deed]

Guarantee of Assignee's performance

3. The Guarantor as principal debtor and not merely as surety or guarantor and by way of full indemnity covenants with the Landlord that during the Guarantee period: -
- 3.1 if the Assignee does not pay the Rents or any other sums due under the Lease it

will pay to the Landlord on demand the Rents or other sums

3.2 if the Assignee is in breach of any provision of the Lease to remedy that breach on demand and (in any event) to indemnify and keep indemnified the Landlord against all Losses suffered by the Landlord as a result (directly or indirectly) of that breach

3.3 in addition to the obligations set out in clauses 3.1 and 3.2 if the Lease is disclaimed by the Assignee's trustee in bankruptcy or liquidator: -

3.3.1 to pay to the Landlord on demand an amount equal to the Rents and other sums of a recurring nature that would have been payable under the Lease for the period beginning on the date of disclaimer and ending on the earliest of:-

3.3.1.1 the grant of a new Lease to the Guarantor pursuant to clause 3.4 of this Deed

3.3.1.2 the date upon which the Premises are relet and

3.3.1.3 the expiry of the Term

3.4 If the Lease is disclaimed under any statutory or other power to take from the Landlord if so required by notice to the Guarantor on or before the date of expiry of a period of three months from (but excluding) the date of such disclaimer a new lease of the Premises for the residue of the Term unexpired at the date of such disclaimer and at the Rents then payable or (where a rent review is pending at the date of disclaimer) at the Rents that are subsequently agreed or determined to have been payable at the time of disclaimer) and upon the same terms as those contained in the Lease with all provisions of a periodical nature (including those relating to review of the Rents) expressed to apply on the actual dates that would

have applied if the Lease had not been disclaimed and to execute and deliver to the Landlord the counterpart thereof

- 3.5 to pay the costs and disbursements of the Landlord incurred in relation to the disclaimer and where appropriate the grant of the Lease to the Guarantor

No discharge

4. The obligations of the Guarantor shall continue to apply and the Guarantor shall not be discharged from liability under this Deed even if: -

- 4.1 the Landlord grants any time or indulgence to the Assignee or fails to enforce payment of the Rents or other sums or the performance or observance of the terms of the Lease
- 4.2 the Landlord refuses to accept the Rents tendered when the Landlord was entitled (or would after the service of a notice under section 146 of the law of Property Act 1925 be entitled) to re-enter the Premises
- 4.3 the terms of the Lease are varied except to the extent of a "relevant variation" as defined in clause 18 (4) of the Act
- 4.4 revised Rents have been agreed or determined
- 4.5 the Assignee surrenders part of the Premises and where this happens the liability of the Guarantor under the Lease continues for the part of the Premises not surrendered after making any necessary apportionments under section 140 of the Law of Property Act 1925
- 4.6 there is a transfer of the Landlord's reversion or an "excluded assignment" of the Lease (as defined in the Act) or a release of any other guarantor

- 4.7 there is a dissolution amalgamation reconstruction or reorganisation of the Assignee or other change in its constitution structure or powers

Security

5. During the Guarantee Period so long as any sum is or may be owed by the Assignee under the Lease or the Assignee is under any obligation under the Lease any right of the Guarantor by reason of performance of any of its obligations under this Deed to be indemnified by the Assignee or to take the benefit of or to enforce any security or other guarantee or indemnity will be exercised and enforced by the Guarantor only in such manner and on such terms as the Landlord may require or approve

Avoidance

6. If any payment received by the landlord pursuant to the provisions of the lease is on the subsequent bankruptcy or insolvency of the Assignee avoided under any laws relating to bankruptcy or insolvency such payment shall not be considered as having discharged or diminished the liability of the Guarantor and this guarantee will continue to apply as if such payment had at all times remained owing by the Assignee

Additional Obligations

7. The Guarantor's obligations under this Deed are and will remain in full force and effect by way of continuing security until the expiry of the Guarantee period so that the obligations of the Guarantor are additional to and not in substitution for any security or other guarantee or indemnity at any time existing in favour of any person whether from the Guarantor or otherwise

Waiver

8. The Guarantor waives any right it may have of first requiring the Landlord to proceed against or enforce any other rights or security or claim payment from the Assignee or any other person before claiming from the Guarantor under this Deed but without prejudice to the foregoing and any other provision of this Agreement the landlord will use its reasonable endeavours (not necessarily including the issue of court proceedings) to recover Losses from the Assignee before it takes action against the Guarantor under the terms of this Agreement

Transfer of Reversion

9. The Guarantor agrees that the benefit of the provisions of this Deed shall pass automatically to the Landlord's successors in title without the need for express assignment and without any consent being given by the Guarantor

[Second Guarantor's Covenant

10. The Second Guarantor as principal debtor and by way of full indemnity covenants with the Landlord that during the Guarantee Period:-

- 10.1 if the Guarantor does not pay the Rents or any other sums due under this Deed to pay to the Landlord on demand the Rents or other sums
- 10.2 if the Guarantor is in breach of any provision of this Deed to remedy that breach on demand and to indemnify and keep indemnified the Landlord against all Losses suffered by the Landlord as a result of that breach

Applications of Provisions to Second Guarantor

11. The provisions of clauses 4 to 9 of this Deed shall apply mutatis mutandis to the Second Guarantor as if the word "Guarantor when it appears therein were instead "Second

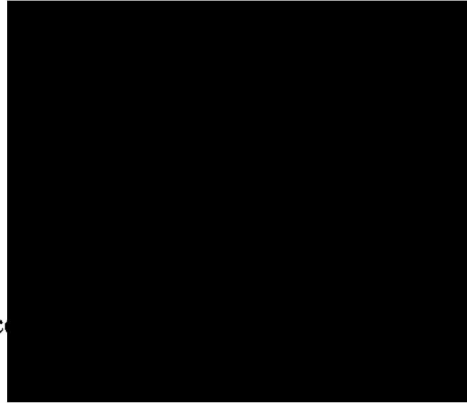
Guarantor and where reference is made to "the Assignee" it shall be taken to include also a reference to the Guarantor

SIGNED as a **DEED** by the said
MICHAEL JOHN SERVINI
in the presence of :-

DAVID C. HUSBAND

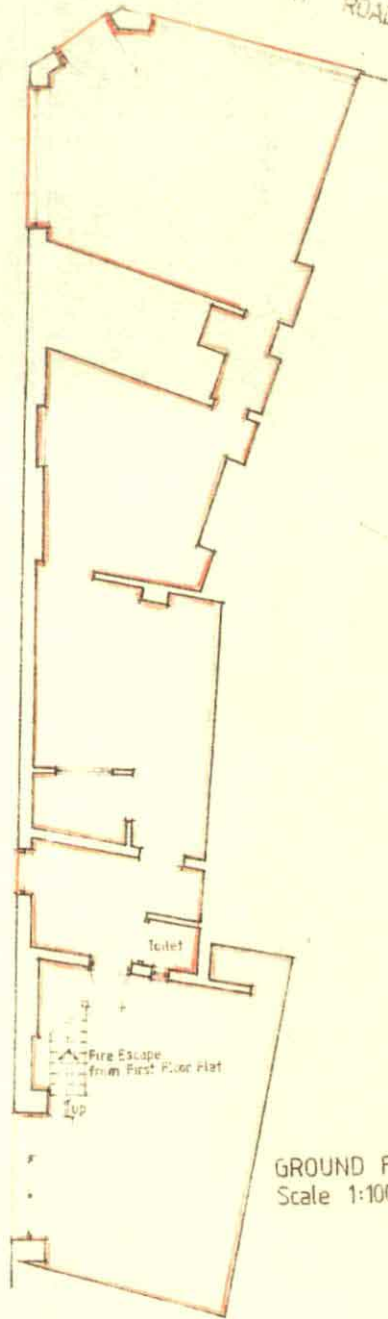
SIGNED as a **DEED** by the said
MARION SERVINI in the presence
of :-

DAVID C. HUSBAND
273 Cowbridge Road East
Cardiff



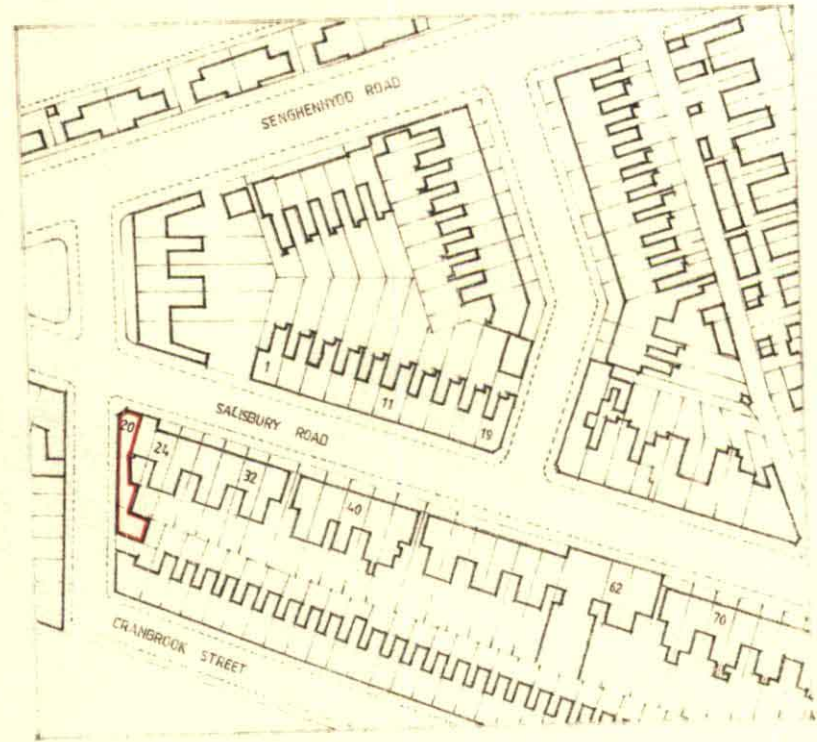
CRANBROOK STREET

SALISBURY ROAD



GROUND FLOOR PLAN
Scale 1:100

W. J. ...
W. S. ...



LOCATION PLAN Scale 1:1250



PLAN

PLAN REFERRED TO :-

GROUND FLOOR
 20 SALISBURY ROAD
 CATHAYS
 CARDIFF
 CF24 4AD