

Dated

7th May

2021

JULIET EVA BROSTER (1)

TONY LUONGO (2)

JUNKET LTD (3)

GILLIAN VICTORIA MILLER (4)

Counterpart Licence to Assign
20 Market Street, Hoylake, Wirral

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

Signed 

Date 07.05.2021

Oliver & Co Solicitors
Douglas House
117 Foregate Street
Chester CH1 1HE

Guy Williams Layton LLP
Pacific Chambers
11/13 Victoria Street
Liverpool
L2 5QQ

Ref - GH.BRO67.005

THIS DEED is made on

7th May

2021

PARTIES

1. **JULIET EVA BROSTER** of 20a Market Street Hoylake Wirral CH47 2AE (the **Landlord**)
2. **TONY LUONGO** of 7 Southfields Southfield Road Little Sutton Ellesmere Port Cheshire CH66 1PL (the **Tenant**)
3. **JUNKET LTD** (Company number 12916944) whose registered office is at 27 Sutton Avenue Neston CH64 0TQ (Company Registration Number 12916944) (the **Assignee**)
4. **GILLIAN VICTORIA MILLER** of 27 Sutton Avenue Neston Cheshire CH64 0TQ (the **Assignee's Guarantor**)

SUPPLEMENTAL TO:

1. A lease dated 12th April 2013 (the **Lease**) made between *the* Landlord (1) Paul Andrew Doughty (2)
2. Any deeds and documents supplemental to the Lease

WHEREAS:

- (A) By the Lease 20 Market Street Hoylake (the **Premises**) were demised for the term of 11 years commencing on 12th April 2013 (the **Term**)
- (B) The reversion immediately expectant upon the Term is now vested in the Landlord
- (C) The residue of the Term is now vested in the Tenant
- (D) The Tenant wishes to assign the Premises to the Assignee
- (E) The Lease requires the consent in writing of the Landlord to the assignment which the Landlord has agreed to grant upon the terms contained in this Deed

THIS DEED witnesses

1. The Licence

At the request of the Tenant and in consideration of the obligations contained in this Deed the Landlord grants to the Tenant licence for a period of 6 months to assign the Premises to the Assignee.

2. The Assignee's Guarantor's Obligations

2.1. The Assignee's Guarantor covenants as a principal debtor with the Landlord:

- 2.1.1. that the Assignee will pay the Rents and perform the Tenant's Obligations;
- 2.1.2. to indemnify the Landlord against all Liabilities arising on account of any non-payment of the Rents and any non-performance of the Tenant's Obligations;
- 2.1.3. if the Lease is disclaimed and if required by the Landlord by notice within two months after receipt by the Landlord of notice of the disclaimer to take from the Landlord a lease of the Premises for a term equal to the residue of the Term remaining unexpired immediately before the disclaimer to take effect from the date of the disclaimer at the same rents as the Rents and subject to the same obligations as the Tenant's Obligations and to execute and deliver to the Landlord the counterpart and to pay the costs of the new lease;
- 2.1.4. if:
 - 2.1.4.1. the Landlord shall not require the Assignee's Guarantor to take a lease of the Premises under clause 2.1.3, and

2.1.4.2. the disclaimer shall determine the Lease

2.1.4.3. to pay to the Landlord upon demand (without prejudice to any other liability of the Guarantor) a sum equal to the Rents that would have been reserved by the Lease but for the disclaimer in relation to the period commencing on the date of the disclaimer until the earlier of the expiration of six months or the re-letting of the Premises.

2.2. The Assignee's Guarantor covenants as a principal debtor with the Landlord:

2.2.1. that the Assignee will perform any obligations on the part of the Assignee contained in any authorised guarantee agreement entered into by the Assignee under the Landlord and Tenant (Covenants) Act 1995 (the **Assignee's Authorised Guarantee Agreement**); and

2.2.2. to indemnify the Landlord against all Liabilities arising on account of any non-performance by the Assignee of its obligations under the Assignee's **Authorised Guarantee Agreement**;

2.3. The Assignee's Guarantor covenants as a principal debtor with the Landlord to guarantee the payment of the rents and the performance of the Tenant's Obligations by the Assignee under any lease entered into by the Assignee pursuant to any **Authorised Guarantee Agreement**;

2.4. The Assignee's Guarantor waives any right the Assignee's Guarantor may have of requiring the Landlord to proceed against the Assignee;

2.5. The Assignee's Guarantor shall not be released from liability under this clause 2 and

the Landlord shall be fully entitled to all its rights under this clause 2 notwithstanding:

- 2.5.1. the giving of any time or indulgence by the Landlord to the Assignee,
- 2.5.2. any omission in enforcing against the Assignee,
- 2.5.3. any refusal to accept the Rents when the Landlord is entitled to re-enter the Premises,
- 2.5.4. the insolvency or liquidation of the Assignee,
- 2.5.5. any variation of the Lease (subject to the provisions of the Landlord and Tenant (Covenants) Act 1995,
- 2.5.6. the release of any party (other than the Assignee's Guarantor) from any liability in relation to the Rents and the Tenant's Obligations, or
- 2.5.7. any other act omission or thing whereby the Guarantor would be released either wholly or in part from liability under this clause 2.

3. The Tenant's Obligations

- 3.1. The Tenant covenants as a principal debtor with the Landlord:
 - 3.1.1. that the Assignee will pay the Rents and perform the Tenant's Obligations;
 - 3.1.2. in the event of default by the Assignee to pay the Rents and to perform the Tenant's Obligations on demand by the Landlord; and
 - 3.1.3. if the Lease is disclaimed and if required by the Landlord by notice within two months after receipt by the Landlord of notice of the disclaimer to take from the Landlord a lease of the Premises for a term equal to the

residue of the Term remaining unexpired immediately before the disclaimer to take effect from the date of disclaimer at the same rents as the Rents and subject to the same obligations as the Tenant's Obligations and to execute and deliver to the Landlord a counterpart and to pay the costs of the new lease

3.1.4. provided that the Tenant shall only be liable under this covenant until the Assignee is released from the Tenant's Obligations by the provisions of the Landlord and Tenant (Covenants) Act 1995.

3.2. The Tenant covenants with the Landlord to pay to the Landlord the costs and disbursements (plus VAT) of the Landlord's solicitors and surveyors in connection with this Deed.

4. Time Limit

In the event of the Premises not being assigned to the Assignee within 6 months from the date of this Deed the Licence granted in clause 1 shall terminate

5. Definitions and Interpretation

In this Deed

- | | |
|---------------------------------|--|
| the Landlord | includes the person for the time being entitled to the reversion immediately expectant upon the determination of the Term; |
| Liabilities | means actions claims costs damages demands expenses liabilities and losses; |
| the Rents | means the rents reserved by the Lease; |
| the Tenant's Obligations | means the covenants and conditions contained in the Lease on the |


tenant's part to be performed.

IN WITNESS of this Deed the parties have executed this instrument as a Deed

Signed as a deed by)
TONY LUONGO)
in the presence of)



W Signature
I Name
T Address
N
E
S
S Occupation


LAURA CURLEY
35 Coldstream Drive
Little Sutton
CH66 4JZ
Estate Agent

Signed as a deed by)
GILLIAN VICTORIA MILLER)
on behalf of Junket Ltd)
in the presence of)

W Signature
I Name
T Address
N
E
S
S Occupation

Signed as a deed by)
GILLIAN VICTORIA MILLER)
as Guarantor)
in the presence of)

W Signature
I Name
T Address
N
E

S

S Occupation

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