

DATED 3rd February ~~2020~~ 2021

**HELENA CALVERT (1)**

and

**STB REALISATIONS LIMITED (2)**

and

**S&PB RETAIL LIMITED(3)**

**LICENCE TO ASSIGN**

Premises at 241 Breck Road  
Liverpool L5 6PX

Globe Wareing Cropper  
96 Hillfoot Avenue  
Hunts Cross  
Liverpool  
L25 0PF

Page 1

*Ultra Services*

GLOBE WAREING CROPPER  
SOLICITORS  
96 HILLFOOT AVENUE  
HUNTS CROSS  
LIVERPOOL  
L25 0PF

CONTENTS

1	DEFINITIONS AND INTERPRETATION	4
2	LICENCE TO ASSIGN	4
3	ASSIGNEES CONVENANTS	4
4	PROVISOS	5
5	EXCLUSION OF LIABILITY	6

*W. C. G. & Co.*

GLOBE WAREING CROPPER  
SOLICITORS  
96 HILLFOOT AVENUE  
HUNTS CROSS  
LIVERPOOL  
L25 0FF

THIS LICENCE is made the 3rd day of February 2021

BETWEEN

- (1) HELENA CALVERT of Lavender Cottage Greensbridge Farm Tarbock Green Prescott L35 1QD ("the Landlord") and
- (2) STB REALISATIONS LIMITED (in Administration) (Company Registration Number 06582290) whose registered office is c/o 4 Hardman Square, Spinningfields, Manchester M3 3EB ("the Tenant") acting by the Administrators;
- (3) Sarah O'Toole and Jason Bell both of Grant Thornton UK LLP, 4 Hardman Square, Spinningfields, Manchester M3 3EB ("the Administrators)
- (4) S&PB RETAIL LIMITED (CRN 12570881) of 1 Calverley Road Oulton Leeds LS26 8JD ("the Assignee")

Recitals

- (A) This Licence is supplemental to a lease made on the 25<sup>th</sup> October 2017 made between the Landlord (1) and the Tenant (2) for a term of 10 years from 1<sup>st</sup> September 2016 ("the Lease") by which premises known as 241 Breck Road Liverpool L5 6PX ("the Premises") were demised for the said term ("the Term") subject to the payment of the rent reserved by and the performance and observance of the covenants on the lessees part and conditions contained in the Leases
- (B) Devolution of Title  
The reversion immediately expectant on the determination of the Term is now vested in the Landlord and the unexpired residue of the Term in relation to the Premises is now vested in the Tenant and on completion of the proposed assignment will be vested in the Assignee
- (C) Consent to Assignment

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Page 3  
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The Leases contains provisions prohibiting the Tenant from assigning or underletting the Premises or any part thereof without the consent of the Landlord and the Landlord has agreed (at the request of the other parties) to grant such licence/consent upon the terms set out below to enable the Tenant to assign the whole of its estate and interest in the Premises to the Assignee

## **1 Definitions and Interpretation**

IN this Licence:

- 1.1 'the Landlord' includes the person in whom the reversion immediately expectant on the determination of the Term is for the time being vested
- 1.2 'the Assignee' include their respective successors in title
- 1.3 'the Tenant' shall mean the Tenant acting by the Administrators with no title guarantee
- 1.4 'the Leases' includes all or any deeds and documents supplemental to the Leases whether or not expressed to be so
- 1.5 "the Term" includes any continuation or extension of the Term and any holding over whether by statute at common law or otherwise
- 1.6 'the Assignment' means the assignment authorised in Clause 2
- 1.7 if the Landlord or the Assignee is at any time more than one person its obligations shall be joint and several obligations of such persons
- 1.8 Words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body
- 1.9 the clause headings shall not be taken into account for the purpose of its construction or interpretation

## **2 LICENCE TO ASSIGN**

THE Landlord (at the request of the other parties) grants to the Tenant licence to assign the whole of the Tenants estate and interest in the Premises ("the Premises") to the Assignee

## **3 ASSIGNEES COVENANTS**

THE Assignee covenants with the Landlord

*W. W. G. G. G.*

WILLIAM WAREING CROFT  
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- 3.1 that at all times after completion of the Assignment during the residue of the Term the Assignee shall pay the rent reserved by and observe and perform the covenants on the lessees part and the conditions contained in the Lease
- 3.2 that immediately after completion of the Assignment the Assignee shall give the Landlord written notice of the date on which the Assignment was completed and of the name and address of the person to whom future rents demands should be sent and shall supply to the Landlord for registration a copy (duly certified to be true and accurate by a solicitor) of the deed effecting the Assignment and pay such registration fee as is specified in the Lease
- 3.3 that prior to the grant of this licence it has disclosed to the Landlord in writing any conviction judgement or finding of any Court or tribunal relating to the Assignee or any director other officer or major shareholder of the Assignee of such a nature as to be likely to affect the decision of any insurer or underwrite to grant or to continue insurance of the premises or in respect of loss of rent
- 3.4 to pay the Landlords solicitor's cost in the sum of £750.00 plus VAT in connection with this Licence

#### 4 PROVISOS

- 4.1 If the Assignment is not completed within 3 months after the date of this Licence and otherwise in accordance with this Licence the provisions of this Licence (save for clause 4.1) shall immediately determine and cease to have effect but without prejudice to any accrued right of action vested in the Landlord in respect of or arising from any breach by the Tenant of its obligations under this Licence prior to that date
- 4.2 All sums payable by the Tenant under this Licence shall be recoverable as rent in arrear
- 4.3 Release

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Page 5  
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- (a) The Landlord:
- (i) has agreed not to require the Tenant to enter into any form of authorised guarantee agreement with the landlord; and
  - (ii) releases the Tenant from all liabilities claims and demands in respect of all of the covenants and conditions contained in or otherwise arising in respect of the Lease, including contingent and accrued liabilities and whether past present or future, and any other Deed or document supplemental to the Lease (other than this Licence).
- (b) The Tenant releases the Landlord from all liabilities claims and demands in respect of all of the covenants and conditions contained in or otherwise arising in respect of the Lease, including contingent and accrued liabilities and whether past present or future, and any other Deed or document supplemental to the Lease (other than this Licence)

## 5. EXCLUSION OF ADMINISTRATORS' LIABILITY

It is expressly agreed and declared by the parties hereto that:

- 5.1 the Administrators are party to this Licence only for the purpose of receiving the benefit of this declaration and any other covenants in their favour;
- 5.2 the Administrators are not executing this Licence with the intention of accepting any personally liability hereunder;
- 5.3 neither the Administrators nor their partners, firm, employees or agents shall incur any personal liability howsoever arising under or in connection with this Licence or the transaction hereby agreed or by entering into any Deed or other document or agreement pursuant to or in connection with this Licence; and
- 5.4 no liability shall rank and/or be claimed by the Landlord or the Tenant or the Assignee as an expense of the Administration of the Tenant or be personally payable by the Administrators.

GEORGE WAREING CROPPER  
SOLICITORS  
33 HILLFOOT AVENUE  
HUNTS CROSS  
LIVERPOOL  
L25 0PF

*William Jackson*

- 5.5 Nothing contained in this Licence shall waive or be deemed to waive any breach of the obligations of the Tenant under the Leases which may have occurred prior to the date of the Licence or authorise or be deemed to authorise any further assignment or other act omission or thing other than the Assignment and the covenants on the lessees part and conditions contained in the Leases shall continue in full force and effect
- 5.6 The right of re-entry in the Leases will be exercisable if any material covenant or condition of this Licence is breached as well as if any material event stated in the provision for re-entry in the Lease occurs
- 5.7 A person who is not a party to this Licence will not have any rights under or in connection with it by virtue of the Contract (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties have duly executed and the Assignee has duly executed the day and year first before written

Signed and delivered as  
a Deed by the said HELENA CALVERT  
in the presence of:

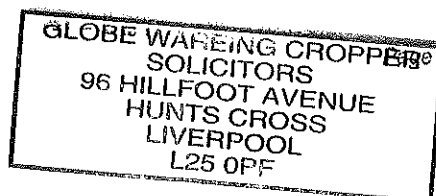
*A. Myles*  
*Hydina Myles*  
*39 Woodlea Avenue*  
*Upton*  
*Cheshire*  
*CH21 1NB*

*H. Calvert*

Executed as a deed by  
STB Realisations Limited (In  
Administration) acting by Jason Bell its  
Administrator pursuant to the powers  
conferred on him by the Insolvency Act  
1986 in the presence of

.....  
Administrator

*Jason Bell*



.....  
Signature of witness

Name .....

Address .....

.....

Executed as a deed by **Jason Bell** on behalf )  
of himself and **Sarah O'Toole** in the ) .....  
presence of ) Administrator

.....  
Signature of witness

Name .....

Address .....

.....

**Signed as a DEED by  
S&PB Retail Limited  
acting by a Director  
In the presence of;**

}  
}

*[Faint handwritten signature]*