

DATED 12th June 2008

THE COUNCIL OF THE BOROUGH
OF REIGATE AND BANSTEAD

- to -

URBAN KITCHEN COFFEE LIMITED

Counterpart -
LEASE

- of -

Premises comprising the Pavilion
Café at Priory Park
Reigate
Surrey

Term commences: [12th June] 2008
Term ends: [11th June] 2013

Head of Legal and Property Services,
Reigate and Banstead Borough Council,
Town Hall,
Castlefield Road,
REIGATE,
Surrey. RH2 0SH

(Ref: BG/CM/PROP.L.01/16 (7588))

Date : 12th June 2008

"Landlord" : THE COUNCIL OF THE BOROUGH OF REIGATE AND BANSTEAD

of Town Hall Reigate Surrey RH2 OSH

lets to:-

"Tenant" : URBAN KITCHEN COFFEE LIMITED (Company No. 05480659) whose registered office is at 7 Church Street Reigate Surrey RH2 0AA

"property" : comprising the Pavilion Café forming part of a building at Priory Park Reigate in the County of Surrey the location of which is shown coloured blue on the attached plan designated "A" and the property being shown in detail edged red on the attached plan designated "B" which is part of:-

"building" : The Pavilion Priory Park shown edged blue on plan B (which, when referred to in this lease, includes the seating area ("the seating area") shown edged green on plan B) for the period starting on:-

"lease period" : [12th June] 2008

and ending on:-

[11th June] 2013

for use as:-

"use allowed" : a Café within class A3 of the Use Classes (Amendment)

Order 2005 the Tenant paying the Landlord rent at the rate of:-

"rent" : Fourteen thousand pounds (£14,000) a year by these instalments:-

(a) on the date of this lease, a proportionate sum for the period starting on the date of this lease to the next quarter day

and then

(b) thereafter by instalments in advance (to be made by Bankers Standing Order)

except that during the first year only of the lease period the annual rent shall be Four thousand one hundred and thirty pounds (£4,130) payable by instalments of £875, £1,155 and £2,100 payable on 29th September 2008, 25th December 2008 and 25th March 2009 respectively in all cases on the:-

"rent days" : the usual English quarter days

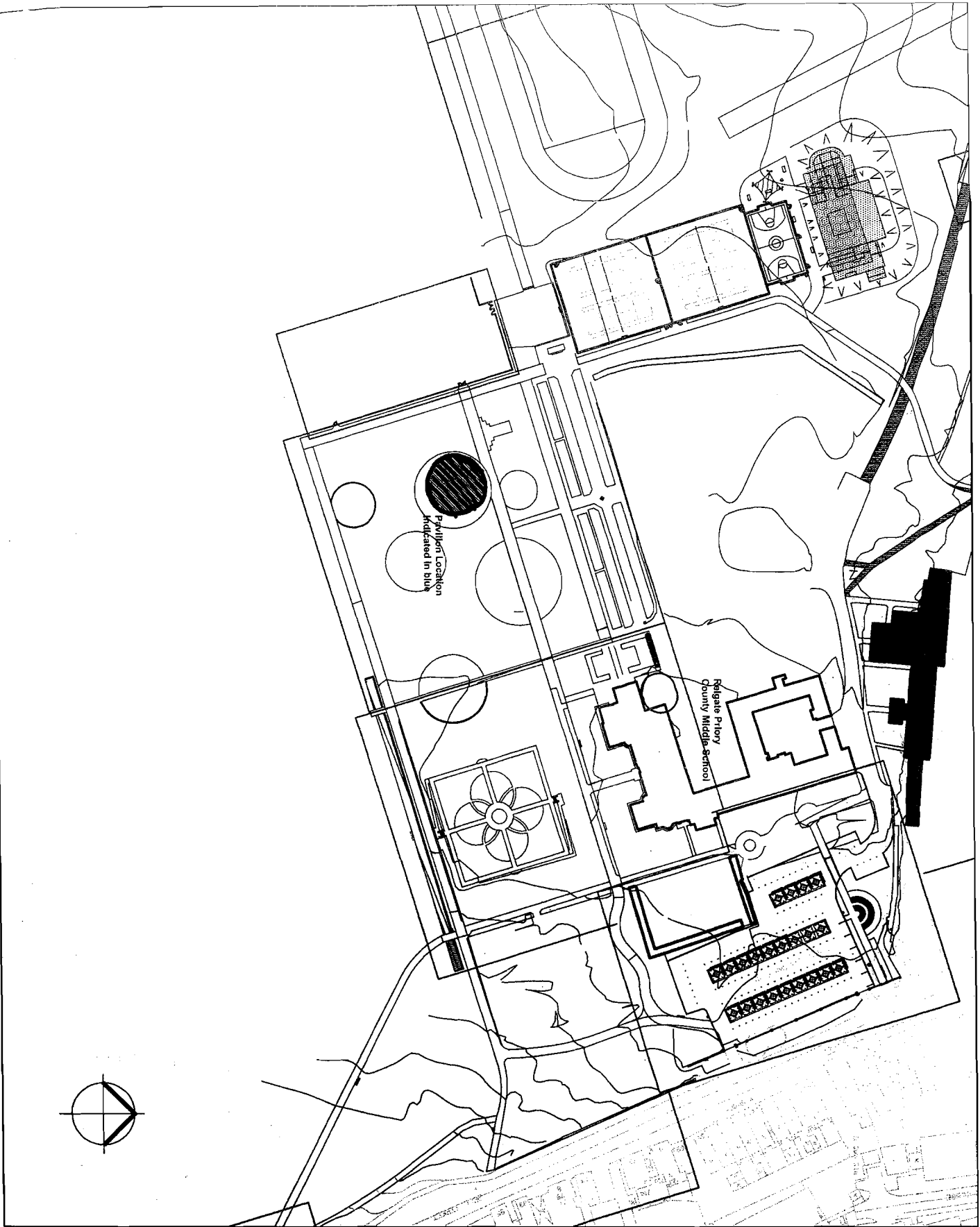
The rent may be increased (under clause 9) with effect from the

"rent review date" : third anniversary of the start of the lease period

"Guarantor" : STEVEN EMERSON of [REDACTED]
[REDACTED]

and BARRY WICKENS of [REDACTED]

This lease is granted on the following terms



PRIORY PARK PAVILION - REIGATE

CLIENT

Reigate & Banstead Borough Council
 Reigate Town Hall
 Castlefield Road
 Reigate, Surrey RH2 0SH

ADDITIONAL CONSULTANTS

Buro Happold
 Camden Mill,
 Lower Bristol Road
 Bath, UK-BA2 3DQ
 + 44 77 11 01 44 23

ARCHITECT

Dominique Perrault Architecture
 26 Rue Bruneseau
 F-75013 Paris

Momentum
 90 Wakecot Street
 Bath, UK-BA1 0SG
 + 44 79 80 08 37 32

LOCATION PLAN

B	A	R	C	H	CD	-	-	-	00	001	001	01	A3
<small>72</small>	<small>AUTHOR</small>	<small>PHASE</small>	<small>ZONE</small>	<small>LEVEL</small>	<small>ID</small>	<small>DWG TYPE</small>	<small>DWG NO</small>	<small>REV</small>	<small>FORMAT</small>	<small>REF ARCHITECT</small>	<small>DWG TYPE</small>	<small>DWG NO</small>	<small>REV</small>

DRAWING TITLE

1/1250

Feb. 07

REF ARCHITECT

DWG TYPE

DWG NO

REV

SCALE

DATE

TENANT'S OBLIGATIONS

Payments

1. The Tenant is to pay the Landlord:-
 - 1.1 the rent;
 - 1.2 the service charge in accordance with clause 3 (and this is to be paid as rent) and the following sums on demand;
 - 1.3 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults;
 - 1.4 the reasonable costs and expenses (including professional fees) which the Landlord incurs in:
 - (a) dealing with any application by the Tenant for consent or approval, whether or not it is given;
 - (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order;
 - (c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends;
 - 1.5 interest at rate of 4% p.a. above the base lending rate from time to time of National Westminster Bank Plc on any of the above payments when more than fourteen days overdue, to be calculated from its due date;
- and in making payments under this clause 1:
- (a) nothing is to be deducted or set off;
 - (b) any value added tax payable is to be added;

2. The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due except business rates while payable by the Landlord in respect of the building as a whole;
 - 2.2 all utility costs in respect of the property or (in the case of utility costs which are shared with other premises) a fair and proper proportion thereof;
 - 2.3 a reasonable registration fee (not being less than £20 for each document) which this lease requires the Tenant to register to be paid to the Landlord's Head of Legal and Property Services when presenting the document for registration;

Service Charge

3. The Landlord and the Tenant agree that:-
 - 3.1 the service charge is a reasonable proportion (determined by the Landlord's Property Services Department) of each item of the service costs;
 - 3.2 the service costs are the costs which the Landlord fairly and reasonably incurs in complying with its obligations under clauses 12 and 13 including any other costs reasonably incurred by the Landlord in the proper management of the building but excluding any costs resulting from vandalism (here meaning malicious damage caused by any third party) or the remedying of inherent defects and all costs associated with the seating area;
 - 3.3 the Tenant is to pay the Landlord interim payments on account of the service charge within 14 days of receiving a written demand setting out

how it is calculated;

- 3.4 an interim payment is to be a fair proportion of what the service costs are reasonably likely to be in the three months following the demand;
- 3.5 the Landlord is not entitled to demand interim payments more than once in every three months;
- 3.6 the Landlord is to keep full records of the service costs and at least once a year is to send the Tenant an account setting out for the period since the beginning of the lease period or the last account as the case may be:-
 - (a) the amount of the service costs
 - (b) the service charge the Tenant is to pay
 - (c) the total of any interim payments the Tenant has paid
 - (d) the difference between the total interim payments and the service charge
- 3.7 within 14 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments it has been demanded for a later accounting period;
- 3.8 the Landlord is to allow the Tenant to inspect the books records invoices and receipts relating to the service costs;
- 3.9 disagreements about the amount of the service charge are to be decided by arbitration under clause 17.5;

Use

4. The Tenant is to comply with the following requirements as to the use of the property and the building and any part of them, and is not to authorise or allow

anyone else to contravene them:

- 4.1 to use the property only for the use allowed;
- 4.2 not to obstruct any part of the building used for access to the property or any other part of the building nor to place any articles on the seating area other than tables and chairs and waste receptacles and other items ancillary and appropriate to the Tenant's use of the property for the use allowed the type and number of which to be agreed with the Landlord such agreement not to be unreasonably withheld or delayed;
- 4.3 not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium;
- 4.4 not to hold an auction sale in the property;
- 4.5 not to use any part of the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or of any neighbouring property;
- 4.6 not to install any machinery on the property, other than equipment from time to time customarily used for the use allowed, unless the Landlord consents in writing;
- 4.7 not to display any advertisements on the inside or outside of the glass walls of the property unless the Landlord consents in writing and not to display any advertisements, other than menus, price lists, announcements, and other information concerning the Tenant's business, unless the Landlord consents in writing (and the Landlord is not entitled to withhold that consent unreasonably);
- 4.8 not to overload the floors or walls of the property;
- 4.9 To comply with each and every part of the Service Specification set out in

Schedule 1 to this lease;

- 4.10 Not without the Landlord's written consent which will not be unreasonably withheld in the case of special events and private functions to apply for or allow any application to be made for a licence for the sale of beer wine cider or spirits or other intoxicating liquors on the property or any part thereof;
- 4.11 To comply with the terms of every act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property and the seating area is used, (including those relating to Town & Country Planning) and to obtain, renew and continue any licence consent, permission or registration which is required;
- 4.12 To indemnify the Landlord (on a complete indemnity basis) against all costs claims and demands arising from the Tenants use of the property and the seating area;
- 4.13 To maintain Public Liability insurance cover in respect of the property and the seating area with a company of good repute in the sum of not less than £5 million pounds and to produce evidence of such insurance to the Landlord on demand;

Access

- 5. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:
 - 5.1 for these purposes:
 - (a) inspecting the condition of the property, or how it is being used
 - (b) doing works which the Landlord is permitted to do under clause 6.9(c)

- (c) complying with any statutory obligation
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property
- (f) inspecting, cleaning or repairing the building, or any sewers, drains, pipes, wires, cables serving the building or any neighbouring property
- (g) carrying out the works which the Landlord is obliged to do under clause 13
- (h) inspecting the property during its defects liability period and carrying out any works required by that inspection

5.2 and only on reasonable notice except in emergency;

5.3 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights;

Condition and Work

6. The Tenant is to comply with the following duties in relation to the property:

6.1 to maintain the state and condition of the inside of the property in good repair and clean but the Tenant need not alter or improve it except if required in clause 6.8;

6.2 to keep all kitchen equipment fixtures and fittings clean and in good repair and to replace any faulty kitchen appliances which cannot be repaired, and which are not covered for such fault by a manufacturer's or supplier's warranty or (but not so as to impose on the Landlord any obligation in addition to those set out in clause 6.2) the Landlord's insurance policy, with those of similar quality:

- 6.3 to carry out additional cleaning of the interior window glass in and surrounding the property between contracted cleaning visits to the extent this is necessary;
- 6.4 but the Tenant need only make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant;
- 6.5 the inside of the property is to include all ceilings, floors, internal doors, internal door frames and internal walls but is to exclude windows, joists immediately above ceilings and supporting floors;
- 6.6 not to make any structural alterations, external alterations or additions to the property;
- 6.7 not to make any other alterations unless with the Landlord's consent in writing;
- 6.8 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to give his consent in writing to the work but shall not unreasonably withhold consent;
- 6.9 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:
- (a) start the work within two months, or immediately in case of emergency; and
 - (b) proceed diligently with the work;
 - (c) in default, permit the Landlord to do the work;

Transfer etc.

7. The Tenant is to comply with the following:

- 7.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder;
- 7.2 the Tenant is not to underlet the whole of the property;
- 7.3 the Tenant is not to assign the whole of the property unless the Landlord gives written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably PROVIDED that the Landlord may withhold its consent to an assignment unless the requirements set out in Part 1 of Schedule 2 to this Lease are satisfied and may reasonably impose any or all of the conditions set out in Part 2 of Schedule 2;
- 7.4 within four weeks after the property is assigned charged or sublet, the Landlord's solicitors are to be notified and a copy of the assignment charge or sublease sent to them for registration with the fee payable under clause 2.3;

Other Matters

8. The Tenant:-

- 8.1 is to give the Landlord a copy of any notice concerning the property the building or any neighbouring property as soon as he receives it;
- 8.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let;
- 8.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance which consent is not to be unreasonably withheld or delayed for any alteration or change of use which the landlord has approved under the terms of this lease;
- 8.4 is to comply with any reasonable directions the Landlord may make for the better management of the property or building;

8.5 is to comply with any directions made by the Landlord for the storage and removal of trade refuse PROVIDED that if the Tenant does not do so then the Landlord shall be entitled to remove any such refuse at the Tenant's expense;

Rent Review

- 9.1 On the rent review date, the yearly rent is to become the greater of:
- (a) £14,000;
 - (b) the sum calculated by multiplying the sum of £14,000 by "the Index" current at the rent review date and dividing the result by the Index current at the commencement of the lease period;
 - (c) £10,000 plus 15% of the annual net profits of the business carried on by the Tenant at the property taken as an average for the preceding 2 years in accordance with accounts delivered by the Tenant to the Landlord on demand such accounts to be certified by a Chartered or Certified Accountant;
- 9.2 "the Index" means the monthly "all items" Index of the Retail Prices Index published by the Office for National Statistics or any successor body;
- 9.3 For the purposes of clause 9.1(c) net profits shall mean the Tenant's operating profit net of directors salaries and emoluments up to £40,000 per annum so that any such salaries and emoluments in excess of £40,000 shall be added to the operating profit figure;
- 9.4 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease;
- 9.5 If the Landlord and the Tenant have not agreed the amount of the new rent three months after the rent review date, either of them may require the new rent to be decided by arbitration under clause 17.5;

- 9.6 (a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided;
- (b) Starting on that rent day, the Tenant is to pay the new rent;
- (c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at the base lending rate from time to time of National Westminster Bank Plc;

Damage

10. If the property is damaged by any of the risks to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:-
- 10.1 the rent, or fair proportion of it, is to be suspended for three years or until the property are fully restored, if sooner;
- 10.2 if at any time it is unlikely that the property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case:
- (a) the insurance money belongs to the Landlord; and
- (b) the Landlord's obligation to make good damage under clause 12 ceases;
- 10.3 a notice given outside the time limits in clause 10.2 is not effective;
- 10.4 the Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default;

10.5 any dispute arising under any part of this clause is to be decided by arbitration under clause 17.5;

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

Landlord's Covenants

11.1 While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord;

11.2 The Landlord agrees with the Tenant that it will not open the building to the public at any time when the property is closed to the public except when the Landlord or others authorised by the Landlord are hosting supervised events in the building and the Landlord shall ensure that such events are properly supervised and shall use its reasonable endeavours to prevent any persons not authorised by the Tenant from gaining access to the property.

12. The Landlord agrees with the Tenant:

Insurance

12.1 the Landlord is to keep the building (including the window glass) insured with reputable insurers to cover:-

- (a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent;
- (b) against fire, lightning, explosion, including steam explosion, aircraft, storm, flood, tempest, burst pipes, riot, civil commotion, malicious damage, theft, falling trees/aerials, impact and any other risks reasonably required by the Landlord;

so far as cover is available at the normal insurance rates for the locality

and subject to reasonable excesses and exclusions;

- 12.2 and to take all necessary steps to make good as soon as possible damage to the building caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant;
- 12.3 and to give the Tenant at his request not more than once a year particulars of the policy and evidence from the insurer that it is in force;
- 12.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy;

Cleaning

- 12.5 to clean the building (excluding the part of the building comprising the property);

Outgoings

- 12.6 to pay promptly all periodic rates, taxes and outgoings relating to the building, including any imposed after the date of this lease (even if of a novel nature) (except business rates in respect of the property when the property is separately assessed);

Services

13. The Landlord is to comply with the following duties in relation to the building:-
- 13.1 to maintain the state and condition (including the decoration) of and to carry out any works required by law in respect of:-
- (a) the structure, glass elements, roof, foundations, joists, floor slabs, load bearing walls, beams and columns of the building;
 - (b) the pipes, cables, drains and wires serving the building;
- 13.2 to clean the interior and exterior window glass in the property not less

frequently than at 8 weekly intervals;

- 13.3 to keep the building and the property in good decorative order and to redecorate the interior of the building and those parts of the exterior of the building (if any) that require decoration at not less than 5 yearly intervals but not more than once in any period of 3 years;

Forfeiture

14. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- (a) payment of any rent is twenty one days overdue, even if it was not formally demanded;
 - (b) the Tenant has not complied with any of the terms in this lease;
 - (c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed;
 - (d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it;

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor;

End of Lease

15. When this lease ends the Tenant is to:
- 15.1 return the property and the Landlord's fixtures and fittings to the Landlord leaving them in the state and condition in which this lease requires the Tenant to keep them;

- 15.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes;
- 15.3 remove from the property all items belonging to the Tenant failing which after 14 days shall have elapsed the Landlord shall be at liberty to remove the belongings and deal with them as it sees fit and without any responsibility to the Tenant;

PROPERTY RIGHTS

Boundaries

- 16.1 This lease does not let to the Tenant the window glass surrounding the property the external walls of the property and anything above ceilings and below the floors nor any part of the structure of the building;

Facilities

- 16.2 The Tenant is to have the use, in common with the Landlord and all others entitled, of the following facilities namely:
- (a) the right for the Tenant and its customers to have access to the property on foot over the parts of Priory Park designated for that purpose;
 - (b) the right for the Tenant and its contractors to have vehicular access to the property subject to the conditions specified in Schedule 3;
 - (c) the right during Core Trading Hours or otherwise when the property is open for business to use the seating area for placing tables and chairs for use by customers of the Tenant and the right to use the seating area at such times is to be exclusive to the Tenant;

- (d) the right for shelter and support and for service wires, pipes and drains to pass through other parts of the building;
- (e) the right for the Tenant's employees and customers to use the toilet facilities within the remainder of the building but subject to the ability of the Landlord to restrict or curtail such use outside the Core Trading Hours at its discretion (but nevertheless acting reasonably);

16.3 The Landlord is to have the right enjoyed over the property by other parts of the building for shelter and support and for service wires, pipes and drains to pass through it.

GENERAL

Parties Responsibilities

17.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually;

Landlord

- 17.2 (a) The obligations in this lease continue to apply to the Landlord until it is released by the Tenant or by a declaration of the court or upon a transfer of the Landlord's reversionary interest in the property (whichever is the earlier);
- (b) The current owner of the Landlord's interests in the property must comply with the Landlord's obligations in this lease;
- (c) Nothing contained in this lease shall limit the Landlord's powers as Local Authority and no consent given by the Landlord in its capacity as Local Authority shall be deemed to be a consent for the purposes of this lease;

Tenant

- 17.3 (a) An assignment of this lease releases the Tenant from any further obligations under it except under any guarantee given by the Tenant of the kind referred to in Part 2 of Schedule 2 to this lease. This does not apply in the case of a transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy;
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease;

Service of Notice

- 17.4 Any notice under this Lease shall be in writing and any Notice to the Tenant or the Guarantor shall be sufficiently served if left addressed to the Tenant or the Guarantor on the property or sent by Recorded Delivery Post to the Tenants Registered Office and any Notice served on the Landlord shall be sufficiently served if delivered or sent by Recorded Delivery Post to the Landlord's Head of Legal and Property Services at the Town Hall Reigate Surrey RH2 0SH;

Arbitration

- 17.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment;

Headings

- 17.6 The headings do not form part of this lease;

Landlord and Tenant Act 1954

- 17.7 The Landlord has served on the Tenant a Notice in accordance with Section 38A(3)(a) of the Landlord and Tenant Act 1954 ("the 1954 Act") and the Tenant has made a Declaration or a Statutory Declaration in accordance with the requirements of Section 38A(3)(b) of the 1954 Act;
- 17.8 A copy of the Notice and Declaration is attached to this lease;
- 17.9 The parties agree that the provisions of Section 24 - 28 (inclusive) of the 1954 Act shall not apply to this lease;

Third Parties

- 17.10 The parties do not intend that any obligation in this lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this lease;

GUARANTOR

18. The following clause will only apply if a Guarantor is a party to this lease except that it will always apply for reference purposes in relation to Part 2 of Schedule 2 to this Lease;
- 18.1 The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the Tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

OPTION TO BREAK

- 19.1 In the event of the Tenant fails to comply with the requirements of

Schedule 1 then at any time after such non-compliance the Landlord may determine this lease by giving to the Tenant not less than 6 months written notice to that effect (expiring at any time) upon the expiry of which notice this lease shall come to an end but without prejudice to any outstanding liability which either party may have to the other;

19.2 At any time after the first anniversary of the lease period the Tenant may determine this lease by giving to the Landlord not less than 6 months written notice to that effect (expiring at any time) upon the expiry of which notice this lease shall come to an end but without prejudice to any outstanding liability which either party may have to the other;

SCHEDULE 1

Service Specification

(a) The Tenant will keep the property open properly staffed and supervised during the following "Core Trading Hours":-

October to March inclusive:

Weekdays 11:00 - 14:30;

Weekends 10:00 - 15:30;

April to September inclusive:

Weekdays 11:00 - 16:00;

Weekends 09:30 - 17:00.

The Tenant may open the property outside the Core Trading Hours at its discretion.

(b) The Tenant will supply a range of fresh and good quality cold and hot food and beverages.

(c) The Tenant will give discounts as specified below to Priory Park corporate

patron companies Parador Properties, Redhill; Legal & General, Kingswood and Canon UK, Reigate:-

- (i) a 10% discount on purchases made by employees of the companies;
 - (ii) a 15% discount on hire of the property for corporate events (limited to four events per company per annum).
- (d) The Tenant will keep the property and, during the Core Trading Hours, the seating area clean and tidy and clear from all rubbish except for sealed trade refuse awaiting disposal.
- (e) The Tenant will store all trade refuse awaiting disposal in the refuse storage area within the building. Refuse must be removed daily to a specified refuse collection point within Priory Park.
- (f) The Tenant will keep the property and, during the Core Trading Hours when the Tenant elects to use the same, the seating area attractively laid out and furnished with good quality furnishings that shall not be manufactured of primarily plastic or other artificial material unless prior written approval is obtained from the Landlord for such furnishings all such furnishings, sufficient for 70 covers, to be supplied at its own expense by the Council.
- (g) The Tenant will promptly repair or replace all damaged furnishings.
- (h) The Tenant will provide refuse bins for the seating area.
- (i) The Tenant will comply with all statutory requirements applicable to the property and the Tenant's trade or business and shall ensure the handling, storage, preparing, cooking and serving of food under their control satisfies the requirements of relevant food safety legislation and industry guidance, in particular Regulation (EC) No. 852/2004 and The Food Hygiene (England) Regulations 2006. Specifically the Tenant shall:-
1. put in place, implement, document and maintain permanent procedures

based on the principles of Hazard Analysis Critical Control Points.

2. ensure food handlers are supervised and instructed and/ trained in food hygiene matters commensurate with their work activity. The Tenant's premises manager must hold a Level 3 award in food safety or the equivalent of the intermediate food hygiene certificate.
 3. Ensure that its business at the property is conducted so as to secure the health, safety and welfare of all persons at work and of all persons who might be affected by the operation of the business.
 4. Conduct its business at the property so as to satisfy the requirements of all relevant health and safety at work legislation, in particular the Health and Safety at Work (etc) Act 1974 and Regulations made under it. Specifically the Tenant shall:-
 - 4.1 put in place, implement and maintain safe systems of work;
 - 4.2 carry out and implement risk assessments, which must be documented if 5 or more people are employed;
 - 4.3 ensure all employees are provided with information, instruction, training and supervision on all matters necessary to ensure their health and safety at work;
 - 4.4 maintain the working environment, and all plant and equipment within it, in a condition that is safe and without risks to health;
 - 4.5 act promptly in respect of any matter(s) identified in a written report produced by an Environmental Health Officer (or equivalent).
- (j) The Tenant will ensure that at all times the Landlord has the address, home and mobile telephone numbers of all key holders of the building and property.

SCHEDULE 2

Part 1

(Landlord's requirements on Assignment)

1. There shall be no substantial breach of any covenant on the part of the Tenant under this lease and there shall be no arrears of rent
2. The proposed assignee shall have a place of business or address for service in the United Kingdom
3. The Tenant shall demonstrate to the Landlord's reasonable satisfaction that the proposed assignee is respectable and responsible and capable of meeting the tenant's obligations under this lease the evidence in support to include details of the proposed assignee's current and projected turnover profit and capital and referees
4. The Landlord may take into account the financial standing and stability of any proposed guarantor (including a guarantor under an authorised guarantee agreement as defined in the Landlord and Tenant (Covenants) Act 1995)

Part 2

(Landlord's conditions which may be imposed)

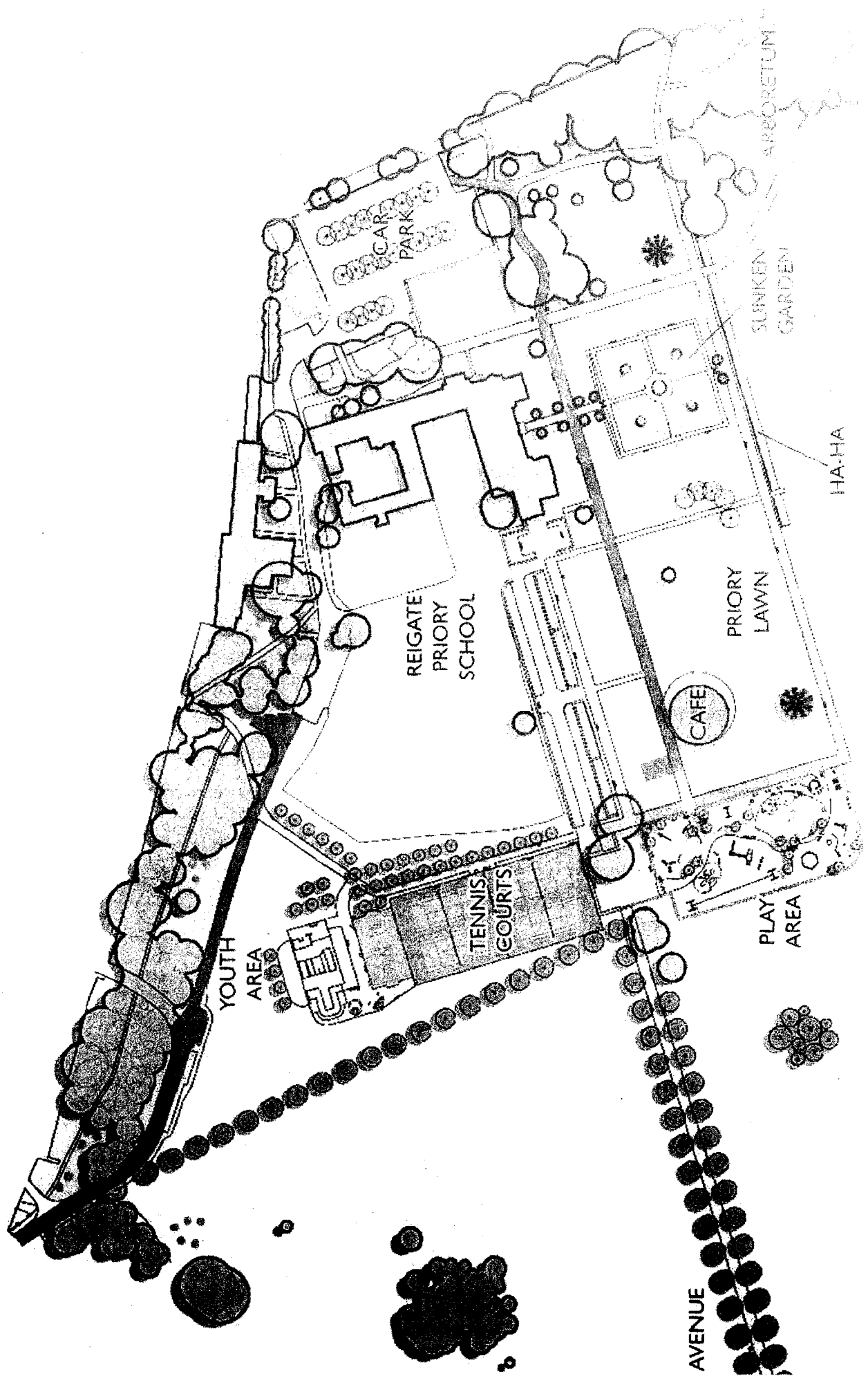
1. The Landlord may require (if reasonable to do so) the proposed assignee to provide a suitable guarantor but may accept the present Tenant as guarantor under an authorised guarantee agreement
2. On an assignment to a limited company the Landlord may require (if reasonable to do so) the proposed assignee to procure that at least two directors of the company or some other guarantor or guarantors reasonably acceptable to the Landlord enter into direct covenants with the Landlord in the terms set out in clause 18.1

3. The Landlord may require (if reasonable to do so) the proposed assignee to provide a rent deposit of at least six months rent to be deposited with the Landlord.

SCHEDULE 3

Access and Deliveries

1. The Tenant will use, and also ensure that its suppliers and contractors use, only the vehicle access routes shown coloured red on the attached plan designated C for deliveries to and collections from the property and will ensure that vehicles will remain on the hard surfaced parts of that route at all times and will only use existing hard surfaced paths to transport deliveries and collections that cannot be undertaken using conventional vehicles.
2. The Tenant will make reasonable endeavours to ensure that all vehicles visiting the property do not exceed a speed of 5 miles per hour when inside Priory Park.
3. All deliveries are to be made before 11:00 a.m. Access into Priory Park grounds via Bell Street is limited to vehicles no larger than 2.8m high, 6.0m long, and 2.2m wide, with a maximum weight of 2 tonnes. Larger vehicle deliveries must be unloaded in Priory Way and transferred manually or by smaller vehicle.
4. The Tenant will ensure that vehicles visiting the property are supervised at all times when reversing or manoeuvring within Priory Park and will ensure that members of the public are kept at a safe distance.




Priory Park - Reigate

Pavilion: Vehicular Access

10 20 30 40

EXECUTED as a DEED by ~~affixing~~)
~~THE COMMON SEAL~~ of URBAN)
COFFEE LIMITED ^{acting by} in the presence of:-)

Director 

Secretary 

SIGNED AS A DEED by)
STEVEN EMERSON in the presence of:)

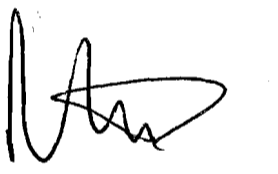


Witness 
MICHAEL JONES

Witness's occupation and address
40 WEST STREET REGATE
SOLICITOR

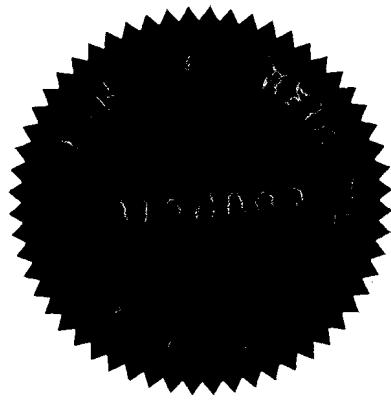
SIGNED AS A DEED by BARRY)
WICKENS in the presence of:)



Witness 
MICHAEL JONES

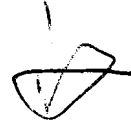
Witness's occupation and address
40 WEST STREET
REGATE SURREY

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH OF)
REIGATE AND BANSTEAD)
in the presence of:-

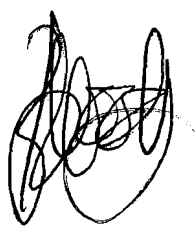


B. Gordon

Authorised Signatory



EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
HPH DEVELOPMENTS LIMITED)
in the presence of:-)



BRIAN WOODS
9/0 WS PLANNING
REIGATE PLACE
43 LONDON ROAD
REIGATE
SURREY
RH2 9PW