

Dated 09th DECEMBER 2024

LICENCE TO ASSIGN

Relating To

2A MARKET PLACE, RUGBY, CV21 3DY

REDD INVESTMENTS LIMITED

and

PIZZA WE DELIVER LIMITED

and

JESUTHARAN SIVAGNANASUNDARAM

ANSONS
Solicitors

St Mary's Chambers
5-7 Breadmarket Street
Lichfield WS13 6LQ
Ref: RJS/RED018/030

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THIS LICENCE IS DATED 09th DECEMBER 2024

HM Land Registry

Landlord's title number: WK286510

Administrative area: Warwickshire : Rugby

Tenant's title number: WK502899

Administrative area: Warwickshire : Rugby

PARTIES

- (1) Redd Investments Limited incorporated and registered in England and Wales with company number 6235665 whose registered office is at Celtic House, 135 – 140 Hatherton Street, Walsall, WS1 1YB (the **Landlord**);
- (2) PIZZA WE DELIVER LIMITED incorporated and registered in England and Wales with company number 12996712 whose registered office is at 728 Hagley Road West, Oldbury, England, B68 0PN (the **Tenant**); and
- (3) Jesutharan Sivagnanasundaram of 19 Selworthy Road, Coventry, CV6 4JF (the **Assignee**)

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord for that assignment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Authorised Guarantee Agreement: the authorised guarantee agreement set out in Schedule 1 and incorporated into this licence.

Lease: a lease relating to Ground Floor, 2A Market Place, Rugby, Warwickshire dated 17 January 2019 and made between (1) Arrowcroft Northwest Limited and (2) Hulya Elmalı and (3) Snappy Tomato Pizza Limited, and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

Property: Ground Floor, 2A Market Place, Rugby, CV21 3DY as more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time.

- 1.3 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** does not include fax or e-mail.
- 1.13 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. CONSENT TO ASSIGN

- 2.1 In consideration of the obligations on the Assignee and the Tenant in this licence, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 This consent is valid for three months from (and including) the date of this licence. If the assignment has not been completed within that time, the Landlord may give notice to the Tenant extending the period of validity. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except clause 2.1 shall remain in force.

- 2.3 It is a condition of this consent that the Tenant enters into the Authorised Guarantee Agreement.

3. OBLIGATIONS RELATING TO THE ASSIGNMENT

- 3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.
- 3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.
- 3.3 Within one month after completion of the assignment, the Assignee shall notify the Landlord of completion, send the Landlord a certified copy of the assignment and pay the Landlord's registration fee of £50 plus value added tax.
- 3.4 The Assignee shall apply for registration of the assignment at HM Land Registry within one month following completion of the assignment. The Assignee shall ensure that any requisitions raised by HM Land Registry in connection with its application to register the assignment are dealt with promptly and properly. The Assignee shall send the Landlord official copies of its title within one month after the registration has been completed.

4. AUTHORISED GUARANTEE AGREEMENT

- 4.1 The Tenant covenants to observe and perform the obligations set out in the Authorised Guarantee Agreement.
- 4.2 The obligations on the Tenant in the Authorised Guarantee Agreement are made in consideration of the consent granted in clause 2.1 and the Authorised Guarantee Agreement is made pursuant to the condition in clause 2.3.
- 4.3 The Authorised Guarantee Agreement shall take effect on the date the Tenant is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, and shall continue until the end of the term of the Lease (however it may end) and during any statutory continuation of it, or until the Assignee is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 4.4 For the avoidance of doubt, references in the Authorised Guarantee Agreement to the Lease are to the Lease as varied by this licence.

5. COSTS

- 5.1 On completion of this licence the Assignee shall pay the reasonable costs and disbursements of the Landlord's solicitors to a maximum sum of £1,812.00 (including VAT) and of the Landlord's managing agents in connection with this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

6. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occur.

7. INDEMNITY

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence.

8. NOTICES

Any notice given under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service shall be deemed to have been delivered on the second working day after posting.

9. LIABILITY

9.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this licence or the assignment. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

9.2 Where the Assignee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Assignee arising under this licence or the assignment. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

10. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1
Authorised guarantee agreement

1. GUARANTEE AND INDEMNITY

- 1.1 The Tenant guarantees to the Landlord that the Assignee shall pay the rents reserved by the Lease and any interim rent determined under the LTA 1954 and observe and perform the tenant covenants of the Lease and that if the Assignee fails to pay any of those rents or to observe or perform any of those tenant covenants, the Tenant shall pay or observe and perform them.
- 1.2 The Tenant covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 to indemnify and keep indemnified the Landlord against any failure by the Assignee either:
- 1.2.1 to pay any of the rents reserved by the Lease and any interim rent determined under the LTA 1954; or
- 1.2.2 to observe or perform any of the tenant covenants of the Lease.

2. TENANT'S LIABILITY

- 2.1 The liability of the Tenant shall not be reduced, discharged or otherwise adversely affected by:
- 2.1.1 any time or indulgence granted by the Landlord to the Assignee (or to any person to whom the Assignee has assigned the Lease pursuant to an assignment that is an excluded assignment under section 11 of the Landlord and Tenant (Covenants) Act 1995);
- 2.1.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them;
- 2.1.3 any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
- 2.1.4 the Landlord exercising any right or remedy against the Assignee for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease;
- 2.1.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Assignee's liability to pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease (including the release of any such security);
- 2.1.6 a release or compromise of the liability of any one of the persons who is the Tenant, or the grant of any time or concession to any one of them; or
- 2.1.7 any legal limitation or disability on the Assignee or any invalidity or irregularity of any of the tenant covenants of the Lease or any unenforceability of any of them against the Assignee;

- 2.1.8 the Assignee being dissolved or being struck off the register of companies or otherwise ceasing to exist;
 - 2.1.9 without prejudice to paragraph 4, the disclaimer of the liability of the Assignee under the Lease;
 - 2.1.10 the surrender of the Lease in respect of part only of the Property, except that the Tenant shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
 - 2.1.11 any other act or omission except an express written release by deed of the Tenant by the Landlord.
- 2.2 The liability of each of the persons making up the Tenant is joint and several.
- 2.3 Any sum payable by the Tenant under this authorised guarantee agreement shall be paid without any deduction, set-off or counter-claim against the Landlord or the Assignee.
- 3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS**
- 3.1 The Tenant shall, at the request of the Landlord, join in and give its consent to the terms of any licence, consent, variation or other document that may be entered into by the Assignee in connection with the Lease.
- 3.2 The Tenant shall not be released by any variation of the rents reserved by, or the tenant covenants in, the Lease, whether or not:
- 3.2.1 the variation is material or prejudicial to the Tenant; or
 - 3.2.2 the variation is made in any document; or
 - 3.2.3 the Tenant has consented, in writing or otherwise, to the variation.
- 3.3 Except to the extent that the liability of the Tenant is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995, the Tenant's liability under this authorised guarantee agreement shall apply to:
- 3.3.1 the rents reserved by the Lease as varied and any interim rent determined under the LTA 1954; and
 - 3.3.2 the tenant covenants in the Lease as varied.
- 4. TENANT TO TAKE A NEW LEASE**
- 4.1 If the liability of the Assignee under the Lease is disclaimed and the Landlord gives the Tenant written notice within six months after the Landlord receiving notice of that disclaimer, the Tenant shall enter into a new lease of the Property on the terms set out in paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect from the date of the disclaimer and the new lease shall:
- 4.2.1 be granted subject to the right of any person to have the Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

- 4.2.2 be for a term that expires at the same date as the end of the contractual term granted by the Lease had there been no disclaimer;
 - 4.2.3 reserve as an initial annual rent an amount equal to the rent which is reserved by the Lease on the date of the disclaimer (subject to paragraph 5) and which is subject to review on the same terms and dates provided by the Lease; and
 - 4.2.4 be excluded from sections 24 to 28 of the LTA 1954; and
 - 4.2.5 otherwise be on the same terms as the Lease (as varied if there has been any variation other than a variation in respect of which and to the extent that the Tenant is not liable by virtue of section 18 of the Landlord and Tenant (Covenants) Act 1995).
- 4.3 The Tenant shall pay the Landlord's solicitors costs and disbursements (on a full indemnity basis) and any VAT on them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Tenant shall be without prejudice to any other rights which the Landlord may have against the Tenant or against any other person or in respect of any other security that the Landlord may have in connection with the Lease.

5. RENT AT THE DATE OF DISCLAIMER

- 5.1 If at the date of the disclaimer there is a rent review pending under the Lease, then:
- 5.1.1 the rent to be first reserved by the new lease shall be the open market rent of the Property as at the review date under the Lease in respect of which the rent review is pending. The open market rent at that date shall be agreed or determined in the same manner and on the same basis as is prescribed in the new lease for subsequent rent reviews;
 - 5.1.2 until the rent is agreed or determined the rent first reserved by the new lease shall be payable at the rate that was payable under the Lease immediately before the disclaimer; and
 - 5.1.3 the provisions in the new lease relating to the payment of any shortfall and interest following agreement or determination of a rent review shall apply in relation to any shortfall between the rent payable under paragraph 5.1.2 and the rent reserved (as determined in accordance with paragraph 5.1.1), in respect of the period after the date of the disclaimer.
- 5.2 If at the date of the disclaimer the rent reserved by the Lease has been abated or suspended, then, for the purposes of this authorised guarantee agreement, the initial rate of the rent first reserved by the new lease shall be deemed to be the full amount which would have been payable under the Lease at the date of the disclaimer but for the abatement or suspension, but without prejudice to the provisions relating to abatement or suspension to be contained in the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE TENANT

- 6.1 Any payment or dividend that the Landlord receives from the Assignee (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Assignee shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Tenant to the full extent of the obligations that are the subject of this authorised guarantee agreement.
- 6.2 The Tenant shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Assignee in respect of any payment made by the Tenant pursuant to this authorised guarantee agreement. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 6.3 The Tenant shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Assignee or any other person) in respect of any amount paid or other obligation performed by the Tenant under this authorised guarantee agreement unless and until all the obligations of the Tenant under this authorised guarantee agreement have been fully performed.

7. OTHER SECURITIES

- 7.1 The Tenant warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Assignee in respect of any liability of the Assignee to the Tenant. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This authorised guarantee agreement is in addition to and independent of any other security that the Landlord may from time to time hold from the Tenant or the Assignee or any other person in respect of the liability of the Assignee to pay the rents reserved by the Lease and to observe and perform the tenant covenants of the Lease. It shall not merge in or be affected by any other security.
- 7.3 The Tenant shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Assignee to pay the rents reserved by the Lease or to observe and perform the tenant covenants of the Lease.

Executed as deed by **Redd Investments Limited** acting by
_____ a director, in the presence of: Director

.....

SIGNATURE OF WITNESS

NAME.....

ADDRESS

OCCUPATION OF WITNESS

Executed as deed by **PIZZA WE DELIVER LIMITED** acting by
_____ a director, in the presence of: Director



SIGNATURE OF WITNESS

NAME.....

ADDRESS

OCCUPATION OF WITNESS

Muhammad Ibrahim Shah
Commissioner For Oath /
Licensed Conveyancer
BURNVILLE SOLICITORS LIMITED
87A Westley Road
Acocks Green Birmingham B27 7UQ
Tel: 0121 448 7880
Fax: 0121 336 1900

Executed as deed by **JESUTHARAN SIVAGNANASUNDARAM**
in the presence of:

.....

SIGNATURE OF WITNESS

NAME.....

ADDRESS

OCCUPATION OF WITNESS