

Dated **2016**

Parties

Philip Lloyd Welch

Karen Elaine Welch

and

Square Circle Communications Limited

and

Boogie Bounce Xtreme Limited

Licence to Assign

Cotterhill Hitchman LLP
Solicitors

Atlas House
4-6 Belwell Lane
Sutton Coldfield
B74 4AB

LICENCE TO ASSIGN

Dated 2016

Parties

- 1. Landlord**

Name: Philip Lloyd Welch and Karen Elaine Welch

Address: C/O Hints Farm House
Bangley Lane
Hints
Tamworth
Staffordshire
B73 3EA

- 2. Tenant**

Name: Square Circle Communications Limited

Registered Office: 3 Coleshill Street
Sutton Coldfield
West Midlands
B72 1SD

Company Number: 09245098

- 3. Assignee**

Name: Boogie Bounce Xtreme Limited

Registered Office: 3 Caroline Court
13 Caroline Street
St Pauls Square
Birmingham
B3 1TR

Company Number: 08951272

Background

1. The Lease

This Licence is supplemental to a lease dated 31st May 2013 and made between the Landlord and Reflection Marketing Limited ('the Lease') by which the premises known as 3 Coleshill Street, Sutton Coldfield, West Midlands ('the Premises') were let for a term of 5 years commencing on and including the 31st May 2013 ('the Term') subject to payment of the rent reserved by the Lease and performance and observance of the covenants on the tenant's part and the conditions contained in it.

2. Devolution of Title

The immediate reversion to the Lease remains vested in the Landlord and the unexpired residue of the Term is vested in the Tenant.

3. Consent to Assignment

The Lease contains a covenant by the Tenant not to assign the Property or any part of it without the consent of the Landlord and at the request of the parties the Landlord has agreed to grant a licence upon the terms set out in this deed to enable to Tenant to assign the Premises to the Assignee for the remainder of the term.

Operative Clauses

1. Definitions and Interpretation

In this Licence unless expressly stated to the contrary the terms defined in this clause have the meanings specified.

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|-----|--|---|
| 1.1 | “the Assignment” | means the assignment authorised in clause 2. |
| 1.2 | “the Landlord” | includes the person in whom the immediate reversion of the Premises is vested when the Lease comes to an end. |
| 1.3 | “the Lease” | includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so. |
| 1.4 | “the Term” | includes any continuation or extension of the Term and any holding over whether by statute or common law. |
| 1.5 | where any party to this licence for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally; | |
| 1.6 | words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa, and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa; | |
| 1.7 | references to any numbered clause without any further description shall be interpreted as a reference to the clause to this licence numbered in that manner; | |

- 1.8 the clause and paragraph headings do not form part of this licence and shall be ignored in its interpretation.

2. Licence to Assign

In consideration of the obligations entered into by the Assignee in clause 3 the Landlord gives to the Tenant licence to assign all his interest under the Lease to the Assignee.

3. Assignee's Covenants

The Assignee covenants with the Landlord that:

- 3.1 at all times after the completion of the Assignment during the remainder of the Term, the Assignee shall pay the rent reserved by the Lease and observe and perform all the covenants on the tenant's part and the conditions contained in it.
- 3.2 immediately after completion of the Assignment, the Assignee shall give the Landlord written notice of the date on which the assignment was completed and shall supply to the Landlord for registration a certified copy of the deed effecting the Assignment and pay such registration fee as the Landlord may reasonably require under the terms of the Lease.
- 3.3 The Assignee warrants that before the grant of this Licence he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Assignee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of the Property or in respect of loss of rent.

4. Provisos

- 5.1 If the assignment authorised by this Licence is not completed within 28 days of the date of this Licence the provisions of this Licence are to determine immediately and cease to have effect but this shall not prevent the Landlord pursuing any accrued rights in respect of any breach arising before that date.
- 5.2 All sums payable by the Tenant under this Licence are to be recoverable as rent in arrear.
- 5.3 Nothing contained in this Licence waives, or is to be deemed to waive, any breach of the obligations of the Tenant under the Lease that may have occurred before the date of the licence, or authorises or is to be deemed to authorise any further assignment or other act, omission or thing other than the assignment to the Assignee and the covenants on the tenant's part and conditions contained in the Lease are to continue in full force and effect.

5. Contracts (Rights of Third Parties) Act

The Contract (Rights of Third Parties) Act 1999 ("Act") shall not apply to this deed and no person other than the parties to this deed shall have any rights under it nor shall it be enforceable under the Act by any person other than the parties to it but this clause does not affect any right or remedy of a third party which exists or is available independently of this Act.

IN WITNESS whereof this document has been duly executed as a deed and delivered the day and year first above written.

Signed and Delivered as a
Deed by **Philip Lloyd Welch**
in the presence of:-

Witness

Signature

Name

Address
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Signed and Delivered as a
Deed by **Karen Elaine Welch**
in the presence of:-

Witness

Signature

Name

Address
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.....

Signed and Delivered as a
Deed by **Square Circle Communications Limited**
Acting by a director
in the presence of:-

Witness

Signature

Name

Address
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Signed and Delivered as a
Deed by **Boogie Bounce Xtreme Limited**
Acting by a director
in the presence of:-

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Witness

Signature

Name

Address
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