

LICENSE AGREEMENT

THIS AGREEMENT is made the 14th day of JUNE 2009
BETWEEN I G & W A COLE of 85 Chapel Road, West End, Southampton, Hampshire
SO30 3GP (hereinafter called "the Owners") of the first part and ANDREW CARROLL of
55 Satchell Lane, Hamble-le-Rice, Southampton, Hampshire SO31 4HZ (hereinafter
called "the Concessionaire") on the other part.

WHEREAS:

1. The Owner is the Owner of all that piece of freehold land shown edged red on the plan annexed hereto (hereinafter called "the Site")
2. (a) The Owner has agreed to grant to the Concessionaire a Licence to enter upon and use for the purposes hereinafter appearing such part of the Site as shall be designated from time to time by the Owner and as more particularly set out in Clause (b) hereof
(b) Initially such designated land shall be that shown edged blue on the annexed plan together with a right of way for the Concessionaire and customers with or without vehicles and for the purposes of deliveries over the area edged brown and all of which is hereinafter called "the Licensed Land".

NOW IT IS HEREBY AGREED as follows:

1. (a) This Licence shall be for a period of 1 year commencing on the 1st June 2009 and thereafter shall continue in force until determined by either party giving to the other not less than one months' notice in writing of their desire to terminate the Agreement
2. (a) In consideration of the Concessionaire agreeing to make to the Owner the payments set out in Schedule 1 the Owner grants to the Concessionaire a License to enter upon and occupy the Licensed Land jointly with the Owner its servants agents visitors and others duly authorised by it provided that nothing expressed or implied in this Agreement shall entitle the Concessionaire to exclusive possession of the Licensed Land.
(b) The Concessionaire may only display and sell Conservatories. Garden Buildings and ancillary goods but not those goods named on Schedule 2 (being hereinafter collectively referred to as "the Products") together with such other goods or services as may from time to time be agreed between the parties.
(c) The Owner hereby agrees that the Concessionaire and its customers may have the use of the Site's public facilities and car parking and toilets
3. The Concessionaire shall have no right to display or sell any other products except as may be agreed in writing between the Owner and the Concessionaire.
4. The amounts payable by the Concessionaire under Clause 2 and Schedule 1 of this Licence shall be paid by the Concessionaire to the Owner in instalments in advance on the first day of each calendar month by direct debit to the Owners' nominated bank account
5. If the Owner shall desire to alter the position of the Licensed Land

- 5 If the Owner shall desire to alter the position of the Licensed Land
- (a) It may do so during the term of the Agreement by giving to the Concessionaire three months notice in writing of his intention
 - (b) In the event of such notice being given an area of the size equivalent to the size of the Licensed Land will be substituted and the alternative site will be provided by the Owner in such a position as to ensure that as far as practicable the business of the Concessionaire is not adversely affected thereby
- 6 (a) The Concessionaire may (subject to Town Planning Consent) maintain a signboard at the entrance to the Site indicating its presence and whereabouts and shall be of such size height colour and nature as shall be first approved in writing by the Owner. Small additional directional signs may be approved in writing at the discretion of the Owner.
7. It is hereby agreed that this Licence is personal to the Concessionaire and shall not be capable of assignment. The Concessionaire shall have no right to grant any sub-license or any other Agreement relating to the Licensed Land.
- 8 (a) The Owner consents to the installation by the Concessionaire at the Concessionaire's own expense of all electricity considered by the Concessionaire to be requisite and necessary to the carrying on of the permitted business on the Licensed Land provided that such services shall be installed in the manner agreed with the Owner and so that the Owner's enjoyment of the Site is not thereby prejudiced or disturbed.
- (b) The Owner hereby authorises the Concessionaire to make all necessary connections to such supplies
- 9 (a) The Concessionaire shall be at liberty to install at its own cost a telephone line to any of the buildings on the Licensed Land and it is agreed that the installation of the said new telephone line shall be provided at the expense of the Concessionaire but that the proprietor grants a necessary rights of access to the Concessionaire his agents or his workmen for all purposes of such installations and connections.
- (b) The Concessionaire shall pay rental and other charges in connection with such telephone lines and services.
- 10 The Concessionaire shall be responsible for payment of Local Authority Business Rates under the presently agreed rateable value of the Concessionaire's portion of the site.
- 11 The Concessionaire will not do or allow to be done anything which in the reasonable opinion of the Owner is or will be a nuisance or annoyance to the Owner its customers or the tenants or occupiers of adjoining or nearby property. Nor will the Concessionaire do or allow to be done anything which is or may be contrary to the Town and Country Planning Acts or any regulation made thereunder.

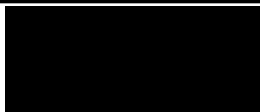
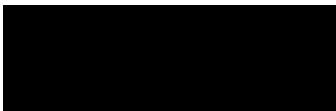
- 12 The Concessionaire shall during the continuance of this Licence maintain a policy of insurance with an insurance company of repute to provide full cover in respect of all legal liability of whatsoever description to third parties (including employees) for damage or injury of any kind whatsoever arising on the Licensed Land out of or in connection with the execution and performance of this License.
- 13 (a) It is hereby agreed between parties that this Agreement constitutes a license and confers no tenancy upon the Concessionaire and that possession of the Licensed Land is retained by the Owner subject to the rights created by this License.
- (b) The Concessionaire shall at all times keep the Licensed Land clean and tidy and in keeping with the rest of the site.
- (c) The Concessionaire shall not fence any part of the Licensed Land without the consent of the Owner.
- (d) The Concessionaire shall not during the currency of this Agreement do nor permit or suffer to be done on the Site anything which may prejudice the trade of the Owner.
- 14 Either party shall have the right by giving not less than 14 days notice in writing to the other forthwith to determine this License upon the occurrence of any of the following events:
- (a) the commission by either party of a breach of its obligations hereunder which shall not have been remedied within 14 days after written notice has been given to it by the other requiring that may be remedied
- (b) the liquidation of either party whether voluntary or compulsory unless pursuant to and followed by a reconstruction or amalgamation.
- (c) the making of either party of any composition or arrangements with its creditors
- (d) the appointment of a Receiver of the whole or any part of the assets of either party
- 15 If this License shall determine for any reason whatsoever:
- (a) The Owner shall continue to permit the Concessionaire to enter upon the Site for a reasonable time being not more than twenty one days thereafter so as to permit the Concessionaire to remove the property of the Concessionaire from the site.
- (b) The Concessionaire shall leave the Licensed Land property cleared and in a clean and tidy condition and shall (if the Owner so requires) return the Licensed Land to its original condition at the commencement of this concession agreement.

- 16 Any notice given in connection with this Licence shall be in writing and shall be sent by recorded delivery post to the party to whom it is addressed at the address set out at the commencement hereof.
- 17 This Agreement can be renewed on each anniversary of its inception by mutual agreement of both parties. The rent review will take place at the same point in time and will be the difference between the Retail Prices Indices at renewal and the previous June Indices.

SCHEDULE 1

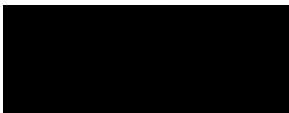
JUNE 09	£1,250
JULY 09	£1,250
AUGUST 09	£1,250
SEPTEMBER 09	£1,250
OCTOBER 09	£1,250
NOVEMBER 09	£1,250
DECEMBER 09	£1,250
JANUARY 10	£1,250
FEBRUARY 10	£1,250
MARCH 10	£1,250
APRIL 10	£1,250
MAY 10	£1,250

SIGNED:

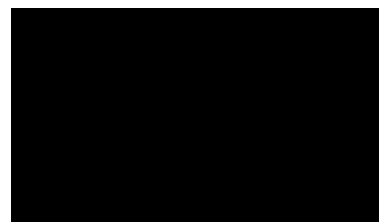


I G & W A COLE

Witnessed by:



SIGNED:



ANDREW CARROLL

Witnessed by:

