

KPMG LLP
Restructuring
8 Salisbury Square
London
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United Kingdom

DX 38050 Blackfriars

Our ref 6\ Renunci 3rd
<<Branch No>>
Contact 0844 576 8862

<<Date>>

Dear Sirs

First Quench Retailing Limited (in administration) (the “Company”)
Ian Corfield, Mick McLoughlin and Richard Fleming (the “Joint Administrators”)
<<Branch Address>> (the “Property”)

Further to the appointment of Richard Fleming, Michael McLoughlin and myself as Joint Administrators of First Quench Retailing Limited, I write to confirm that the Company vacated the above Property on <<Cease to Trade>>.

Unfortunately, we have not been able to assign the leasehold interest in the Property despite the substantial interest we have had in the portfolio as a whole.

For the sake of completeness we would like to confirm that the Administrators would not contest an irritancy notice if the landlord served such a notice. Alternatively if you require a renunciation, this can be undertaken, subject to the landlord meeting our reasonable legal costs.

The Joint Administrators hold limited information in relation to the Property but believe it may at present be occupied by a <<Tenant>>. The Joint Administrators are unable to confirm or warrant that the Property is being offered for renunciation with vacant possession. Upon acceptance of the renunciation by you, it is likely that the rights and obligations of any existing occupier will come to an end automatically but that will not be the case if you have bound yourself previously to accept that the sub-tenant's rights would continue in these circumstances. If you are in doubt as to the effect of renunciation on your relationship with any sub-tenant or occupier, you may wish to discuss arrangements directly with the occupier or take professional advice. We are unable to supply details of the terms of occupation and suggest (where relevant) you contact the subtenant directly. The sub-tenants contact details are as follows:

<<Tenant Details>>

The Joint Administrators are not able to undertake any emergency maintenance and repairs on the Property and no longer accept liability for utility supplies.

Please note that the property will no longer have a premises licence for the sale of alcohol. You will have to apply directly to your local authority for a new premises licence if you want the property to sell alcohol in the future.

Please also be aware that the Joint Administrators have not made any arrangements to insure the Property going forward, other than providing standard Public Liability Insurance, which will be cancelled shortly. The landlord is given notice that it should take steps to implement its own insurance and compliance with all relevant conditions, especially now that the Property is vacant, as any uninsured loss will commercially fall on the landlord.

If you are requesting a renunciation of the lease and require urgent access, please confirm this in writing before taking any steps to take physical possession of the Property. It will be for you to deal with any sub-tenant or occupier whose rights may or may not have come to an end immediately on acceptance of the renunciation. You should be aware that it may be unlawful for you to enter the premises or change the locks without prior warning or the consent of a sub-tenant, and you should take professional advice if you are in any doubt. If you are not accepting the renunciation, the keys to the property can be issued to you to retain for access purposes and to make arrangements in respect of buildings insurance and maintenance (but the Administrators cannot advise you as to whether and how you may exercise a right of access to the Property if it is occupied or subject to the continuing rights of any existing occupier or sub-tenant). If you require this, please put your request in writing on the form attached and fax to FQR Surrender Key Holder, First Quench Retailing Limited in administration, 0117 905 4058. The keys will be sent by Royal Mail “signed for” post. Again, please allow 14 days for delivery.

If neither of the above options are accepted by the landlord the Joint Administrators will hold the keys but there is a cost to this that will be of no benefit to the general body of creditors. In these cases access to the Property will be at the authority of the Joint Administrators only and we will have to make a charge to provide access to the Property to cover the costs.

- An emergency call out within office hours will be £200 per hour or part thereof.
- Planned access subject to 48 hours written request will be £100 per hour or part thereof.
- All costs are subject to variation, allow single entry to the premises and are subject to VAT.

Please note that the Administrators have not adopted the lease or any covenants or obligations in connection with the lease at any time and act at all times as agents of the Company without personal liability.



KPMG LLP

<<Date>>

Yours faithfully
for First Quench Retailing Limited

I Corfield
Joint Administrator

The affairs, business and property of the company are being managed by the joint administrators

Ian James Corfield and Michael Vincent McLoughlin are authorised to act as insolvency practitioners by the Institute of Chartered Accountants in England & Wales

Richard Dixon Fleming is authorised to act as an insolvency practitioner by the Insolvency Practitioners Association

From: <<Landlord Name>>

To: The Key Holder of First Quench Retailing Limited in administration
c/o FQR House, Bessemer Road, Welwyn Garden City, Herts. AL7 1BL

Fax No: 0117 905 4058

Dear Sirs

First Quench Retailing Limited (in administration) (the “Company”)
Ian Corfield, Mick McLoughlin and Richard Fleming (the “Joint Administrators”)
<<Branch Address>> (the “Property”)
Key Retention Request for Access

We confirm our request to be supplied with a set of keys for the Property, solely to allow us to inspect the Property and to deal with the management, maintenance and insurance of the Property.

The supply and receipt of keys in no way constitutes a renunciation or an irritancy of the lease currently in place for the Property. The keys have only been accepted by us on a Without Prejudice basis.

We acknowledge and undertake that:

- 1 We will not ourselves and will not let anyone else occupy the property or any part with the exception of any existing occupier entitled to occupation under a sublease of the Property or occupying under any other pre-existing arrangement with the Company.
- 2 Entry to the Property is entirely at our own risk and will not be exercised in breach of any rights on the part of an existing occupier or sub-tenant.
- 3 The right to hold and use the keys is personal to us or our agents and we will not part with the keys other than by way of return to you.
- 4 We will pay for any services/utilities we use at any time in respect of the Property.
- 5 We will keep you fully indemnified from and against all losses, damages, costs, liabilities and expenses directly or indirectly arising out of or attributable to our access to the Property pursuant to this letter.

We hereby authorise you to release the keys to:

Name: _____ Signed: _____

Address: _____ Dated: _____

Contact Telephone: _____