



### **Retail Agreement Assignment Protocol**

The Retailer may transfer the operation of the Marston's Branded Outlet to a third party with the prior written consent of Marston's (such consent not to be unreasonably withheld or delayed) if:

The Retailer has complied with all its obligations under, and there are no subsisting breaches of, the Agreement and the Lease

The proposed purchasers meets Marston's minimum standards with respect to business experience, financial standing and any other relevant criteria including the successful completion of initial training; and

All payments due to Marston's have been made.

The proposed purchaser shall simultaneously accept a transfer of the Lease which (notwithstanding the terms of the Lease) Marston's will consent to where consent is provided to the transfer of this Agreement.

The Retailer shall not sub-contract the performance of any of its obligations under this Agreement.