

THIS LEASE is made the 7<sup>th</sup> day of October 2022

**BETWEEN:**

- (1) **AGB PROPERTIES (WOKING) LIMITED (Landlord)** (Company Registration No. 04601109) whose registered office is at Maria House, 35 Millers Road, Brighton BN1 5NP (Landlord)
- (2) **LANSDOWNE GREEN SIPS LIMITED** (Company Registration No. 05679680) whose registered office is at Preston Park House, South Road, Brighton BN1 6SB (Tenant)

**NOW THIS DEED WITNESSES** as follows:

**1 DEFINITIONS AND INTERPRETATION**

For all purposes of this Lease the terms defined in this clause have the meanings specified.

**1.1 Interpretation of this Lease**

The expression "this Lease" includes, unless expressly stated to the contrary, any document supplemental to or collateral with this document or entered into in accordance with this document except the Previous Lease.

**1.2 The Premises**

The Premises means all that the land, building and workshops at Ellen Street Portslade BN41 1DW as edged red on the Plan annexed to the Previous Lease comprising part of the Landlord's property registered at Land Registry under title numbers SX82237 and SX53525.

**1.3 The Previous Lease**

The Previous Lease means a lease dated 3<sup>rd</sup> July 2019 and made between (1) the Landlord (2) the Lansdowne Green Limited by which all that the Premises were demised to the Lansdowne Green Limited (or as the case may be) for a term of 3 years from 24<sup>th</sup> June 2019.

**1.4 VAT**

VAT means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT

**2 RECITALS**

**2.1 Vesting of the Premises and the reversion**

The Premises are vested in the Tenant and the reversion immediately expectant on the

expiry of the term granted by the Previous Lease is vested in the Landlord.

## **2.2 Request for renewal**

The Tenant has requested the Landlord to grant a further lease of the Premises on the terms appearing below.

## **3 DEMISE**

The Landlord demises the Premises to the Tenant, excepting and reserving to the Landlord the matters excepted and reserved by the Previous Lease, to hold the Premises to the Tenant together with the rights granted by the Previous Lease for the term of 2 years commencing on and including 24<sup>th</sup> June 2022 yielding and paying to the Landlord on the same days and in like manner as under the Previous Lease a yearly rent of the same amount as that reserved by the Previous Lease (£100,000) plus VAT payable without any deduction or set-off by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year.

## **4 TERMS OF THIS LEASE**

This Lease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Previous Lease except as to the term of years granted so that this Lease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Lease in full with such modifications only as are necessary to make them applicable to this demise and except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Previous Lease.

## **5 COVENANTS**

### **5.1 The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on his part contained in the Previous Lease as modified as above

### **5.2 The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on his part contained in the Previous Lease as modified as above.

## **6 EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

### **6.1 The parties confirm that:**

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into (a copy of which notice is annexed to this lease);

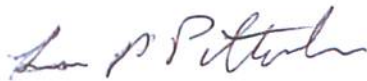
- (b) [ *Richard Hunt* ] who was duly authorised by the Tenant to do so made a statutory declaration dated [ *14 September 2022* ] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a copy of which statutory declaration is annexed to this lease); and
- (c) there is no agreement for lease to which this lease gives effect.

6.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.


## **7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

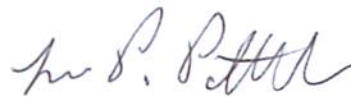
**IN WITNESS** whereof the parties hereto have executed this Deed the day and year first above written



EXECUTED as a DEED by  
AGB PROPERTIES (WOKING) LIMITED  
in the presence of:

  
M Hastilow,  
Bosley & Co.,  
5 Marlborough Place,  
Brighton. BN1 1UB  
Solicitor.

EXECUTED as a DEED by  
LANSDOWNE GREEN SIPS LIMITED  
in the presence of:



Director

Director