

PREScribed CLAUSES

LR1. Date of Lease	22 nd NOVEMBER 2021
LR2. Title number(s)	LR2.1 Landlord's title number(s) SX53525 LR2.2 Other title numbers None
LRD3. Parties to the Lease	Landlord AGB PROPERTIES (WOKING) LIMITED (Landlord) (Company Registration No. 04601109) whose registered office is at Maria House, 35 Millers Road, Brighton BN1 5NP Tenant TICKETMEDIA LIMITED (Company Registration No. 10120567) whose registered office is at Maple Works, Old Shoreham Road, Hove, BN3 7ED Other Parties None
LR4. Property	the land, building and workshops at Ellen Street Portslade BN41 1DW as edged red on the Plan annexed comprising part of the Landlord's property registered at Land Registry under title numbers SX82237 and SX53525 (hereinafter referred to as "the Property") In the case of a conflict between this Clause and remainder of this Lease then, for the purposes of registration, this Clause shall prevail
LR5. Prescribed statements etc	LR.5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (disposition by a charity) or 196 (leases under the leasehold Reform, Housing and Urban Developments Act 1993) of the Land Registration Rules 2003 None LR5.2 This Lease is made under, or by reference to, provisions of:

	None
LR6. Term for which the Property is leased	5 years from 1st June 2021 26TH JULY 2021
LR7. Premium	NIL
LR8. Prohibitions or restrictions on disposing of the Lease	This Lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc	<p>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p>
LR10. Restrictive covenants given in this Lease by Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>None</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements specified in clause 3 of this Lease</p>
LR12. Estate rent, charge burdening the Property	None
LR13. Application for standard form of restriction	
LR14. Declaration of trust where there is more than one person comprising the Tenant	

Dated 22nd NOVEMBER 2021

AGB PROPERTIES (WOKING) LIMITED (1)

and

TICKETMEDIA LIMITED (2)

COUNTERPART
LEASE
in respect of
Building and Workshops at Ellen Street, Portslade BN41 1DW

BOSLEY & CO
5 Marlborough Place
Brighton
East Sussex BN1 1UB

This lease is dated 22nd November 2021

Parties

- (1) **AGB PROPERTIES (WOKING) LIMITED** (Company Registration No. 04601109) whose registered office is at Maria House, 35 Millers Road, Brighton BN1 5NP (**Landlord**)
- (2) **TICKETMEDIA LIMITED** (Company Registration No. 10120567) whose registered office is at Maple Works, Old Shoreham Road, Hove, BN3 7ED (**Tenant**)

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- (a) the taking of any step-in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- (b) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;
- (c) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (d) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (e) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off;
- (f) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or
- (g) the making of a bankruptcy order against the Tenant.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI/1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI/2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an initial rate of £75,000 per annum exclusive of VAT.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 5 years beginning on, and including 26TH July 2021 and ending on, and including [25 July 2026].

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Group Company means in relation to any company, any other company within i.e. the same group of companies as the company within the meaning of S42 of the LTA 1954

Insurance Rent: the aggregate in each year of:

(a) a fair and reasonable proportion of the gross cost of the premium before any discount or commission for the insurance of:

(i) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including reasonable and proper costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and

(ii) loss of Annual Rent of the Property for three years;

(b) any insurance premium tax properly payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks against which a reasonably prudent Landlord (acting reasonably) would normally insure against from time to time and such other risks as the Tenant may from time to time reasonably require and **Insured Risk:** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has or acquires an interest.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: Any use within Use Classes E, B2 or B8 of the Town and Country Planning (Use Classes) Order 1987 as amended.

Property: the land, building and workshops at Ellen Street Portslade BN41 1DW as edged red and coloured blue on the Plan annexed comprising part of the Landlord's property registered at Land Registry under title number SX53525 **TOGETHER WITH** the following rights:-

- (a) The full and free right to use all Service Media in the Landlord's Neighbouring Property serving the Property
- (b) The right to support shelter and protection from any part of the Landlord's Neighbouring Property giving support shelter or protection to the Property at the date of this Lease
- (c) The right in common with the Landlord and all others entitled to the like right upon requisite notice (except in the case of emergency) to enter other parts of the Landlord's Neighbouring Property (where the Tenant cannot otherwise reasonably carry out such work on the Property) in order to cleanse maintain repair renew rebuild relay or replace the Property the Service Media serving the Property or any part thereof giving support shelter or protection to the Property the Tenant making good any damage so caused and causing as little interference as possible

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date: 26th OCTOBER 2021

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property and charges register of title number



NOTES: 1. This drawing is to be used as a guide only and must be checked on site. 2. Dimensions are to the level in the drawing unless otherwise stated. 3. Any errors or inaccuracies should be brought to the attention of the client. 4. This drawing is the copyright of the client.			
Contact Information: Unit 2, The Mill, George Street, Brighton, BN1 1PA Tel: 01273 415500 Email: Sales@millwright.co.uk			
Client Name: AGB Woking		Project Name: Landsdowne Green & Millwright Site Area	
Address: Elton Street, Brighton BN1 1DW		Drawing Title: Landsdowne Green & Millwright Site Area	
Drawing Scale: 1:1250		Drawn By: M1 SMH A	

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Uninsured Risk means any of the risks specified in the definition of Insured Risks for which the Landlord has not obtained insurance cover or any other risk that does not fall within the definition of Insured Risk.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is a reference to any guarantor includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair and reasonable proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 35.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 35.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to **laws** in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something knowingly includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.17 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.20 References to rights exercisable by the Tenant shall be constructed as being exercisable by the Tenant, any sub-tenant and all persons properly authorised by them.

2. Grant

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 3., and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and upon production of a valid VAT invoice addressed to the Tenant for the full amount any VAT in respect of it;
- (b) the Insurance Rent; and
- (c) all interest payable under this lease; and
- (d) all other sums due under this lease.

3. Rights excepted and reserved

3.1 The following rights are excepted and reserved from this lease to the Landlord and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of fifteen years from the commencement of the Contractual Term;
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit provided that the Landlord does not materially interfere with the Tenant's use and occupation of the Property and/or diminish the amenity of the Property and/or the access of light or air to the Property in the exercise of this right;;
- (d) the right to temporarily erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property;

provided that the exercise of any of the Reservations or the works carried out pursuant to them do not result in a material reduction in the flow of light or air to the Property or loss of amenity for the Property.

3.2 Subject always to clause 3.4 the Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;

- (ii) the Reservations; and
- (iii) the Landlord's interest in the Property.

3.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

3.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant and provided always that the persons exercising such rights of entry shall cause the minimum amount of damage to the Property and as little inconvenience or disturbance to the Tenant and the Tenant's business as reasonably practicable making good any damage caused to the Tenant's reasonable satisfaction as soon as reasonably practicable.

3.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

4. Third Party Rights

4.1 The Tenant shall not do anything to cause the Landlord to be in breach of its obligations relating to the Third Party Rights (insofar as those obligations relate to the Property) and are not inconsistent with the obligations and provisions of this lease and shall not do anything (unless otherwise permitted by this lease) that may interfere with any Third Party Right.

4.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with and subject to its terms.

5. The Annual Rent

5.1 The Tenant shall pay the Annual Rent and any on production of a valid VAT invoice addressed to the Tenant for the full amount VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.

- 5.2 The first instalment of the Annual Rent shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date and ending on the day before the next Rent Payment Date.

6. Insurance

- 6.1 Subject to clause 6.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured with a reputable and substantial insurance office in the UK against loss or damage by the Insured Risks for the reasonable and proper sum which the Landlord (acting reasonably and advised by its surveyor) considers to be its full reinstatement cost (taking inflation of building costs into account) and loss of rent for a period of 3 years. The Landlord shall not be obliged to insure any part of the Property installed by the Tenant unless the Tenant first agrees to be responsible for such increased or additional premium.

- 6.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

- 6.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes provided that there shall not be a valuation carried out more than once in any 2 year period..

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair and reasonable proportion of the total for the Property and the other land.

- 6.4 The Tenant shall:

- (a) inform the Landlord as soon as reasonably practicable after upon becoming aware if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not knowingly do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or

otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

- (c) comply at all times with the reasonable requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord notice as soon as reasonably practicable after upon becoming aware of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord who shall apply them in accordance with clause 6.5; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them that are under the Tenant's control.

6.5 The Landlord shall, subject to obtaining all necessary planning and other consents (for which it shall use all reasonable endeavours to obtain as soon as reasonably practicable), use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided and its access, services and amenities is provided and is of a similar size and capabilities; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent which is properly due prior to the date of damage or destruction; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 6.8

6.6 If the Property is damaged or destroyed by an Insured Risk or an Uninsured Risk so as to be unfit for occupation and use by the Tenant or inaccessible and/or the Service Media is damaged or destroyed by an Insured Risk or Uninsured Risk so as to make the Property unusable then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant

or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them that are under the Tenant's control,, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property and Service Media (as applicable) has been reinstated and made fit for immediate occupation and use and are accessible by the Tenant, or until the end of three years from the date of damage or destruction, if sooner.

- 6.7 Either the Landlord or the Tenant may terminate this lease by giving notice to the other if, following damage or destruction by an Insured Risk or an Uninsured Risk, and the Property has not been reinstated so as to be fit for occupation and use or the Service Media has not been reinstated so as to make the Property useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach of their covenants contained in this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 6.8 If the Property or Service Media or any part of them is damaged by an Uninsured Risk then the Landlord may within the period of two months immediately following such damage or destruction serve notice in writing on the Tenant opting to make good the damage or rebuild the same at the Landlord's own cost and expense and the provisions of this lease (specifically including clauses 6.6 and 6.7 shall apply as if the damage or destruction had been caused by one of the Insured Risks.
- 6.9 If the Landlord does not opt or confirm in accordance with clause 6.8 above, the Tenant may either within the period of one month following the expiry of the two months referred to above serve written notice on the Landlord opting to make good the damage to the Property and/or Service Media at its own cost and expense or determine this lease by written notice whereupon this lease shall absolutely cease and determine but in either case without prejudice to any rights or remedies that may have accrued to either party against each other.

7. Rates and taxes

- 7.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use by the Tenant and any works carried out there by the Tenant, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

7.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.

7.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord, (such approval not to be reasonably withheld or delayed).

8. Utilities

8.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

8.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs, reasonably and properly attributable to the Property.

8.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

8.4 The Landlord shall within 6 months of the date hereof cause the supply of electricity to the Property to be a single direct supply

9. Common items

9.1 The Tenant shall pay the Landlord on demand a fair proportion of all proper and reasonable costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property and that are reasonably and properly attributable to the Property..

9.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items provided that where there is conflict between those regulations and the terms of this lease then the terms of this lease shall prevail..

10. VAT

10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay on production of a valid VAT invoice addressed to the Tenant for the full amount VAT in respect of all taxable supplies made to it in connection with this lease

on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

- 10.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation on production of a valid VAT invoice addressed to the Tenant for the full amount to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.

11. Default interest and interest

- 11.1 If any Annual Rent or any other money payable under this lease has not been paid within 5 working days of the date it is due in the case of Annual Rent only, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12. Costs

- 12.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (reasonably and properly incurred (both during and within 3 months after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in direct connection with this lease during or within 6 months after the end of the Term ; or

- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld or delayed by the Landlord

13. Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

14. Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Assignments

15.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

15.2 The Tenant shall not assign part only of this lease.

15.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord provided that such form is within the meaning of an authorised guarantee agreement as within section 28(1) of the Landlord and Tenant (Covenants) Act 1995;

- (b) if reasonably required a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee of the tenant covenants of this lease in such form as the Landlord may reasonably require.
- 15.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:
 - (a) the Annual Rent or any other undisputed and material money due under this lease is outstanding;
 - (b) where in the reasonable opinion of the landlord the value of the Landlords interest in the Property would be diminished or otherwise adversely affected by the proposed assignment on the assumption (whether or not a fact) that the Landlord wished to sell its interest the day following completion of the assignment of this Lease to the proposed assignee.
 - (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
 - (d) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954 .
- 15.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 16. Underlettings**
- 16.1 The Tenant shall not underlet any part or parts of the Property
- 16.2 The Tenant shall not underlet the whole of the Property unless:
 - (a) all of the requirements of clause 16.2(b) are satisfied; and
 - (b) the prior written consent of the Landlord is obtained (such consent not to be unreasonably withheld or delayed).
- 16.3 Before the grant of any underlease the Tenant shall procure that the underlessee enters into a direct deed of covenant with the Landlord.
 - (a) to comply with the obligations and agreements on the part of the Tenant under this Lease (other than the payment of the rents hereby reserved) during the term of the underlease or until the underlessee is released by virtue of the 1995 Act;

- (b) to comply with the covenants and agreements on the part of the underlessee contained in the underlease during the term of the underlease or until the underlessee is released by virtue of the 1995 Act; and
- (c) to procure that any proposed assignee of the underlease enters into a direct deed of covenant with the Landlord in the terms of this clause 16.3);
- (d) (where the Landlord reasonably so requires the underlessee provides a guarantor acceptable to the Landlord (acting reasonably) which guarantor shall enter into a direct deed of covenant with the Landlord in the terms reasonably required by the Landlord
- (e) the underlease contains a valid and enforceable agreement to exclude the provisions of sections 24-28 of the 1954 Act;
- (f) any further underlease that may be granted to any guarantor(s) of the underlessee pursuant to the underlease or any deed of guarantee will exclude sections 24-28 of the 1954 Act;
- (g) the terms of the underletting comply with the provisions of clause 16.4; and
- (h) the form of the underlease is first approved by the Landlord, such approval not to be unreasonably withheld or delayed where the provisions of clause 16.4 are satisfied.

16.4 The Tenant shall not:

- (a) grant any underlease for a fine or premium or a reverse premium;
- (b) underlet the whole of the Property at a rent less than the open market rent for the Property at the time of the grant of the underlease;

16.5 Any underlease shall contain the follow terms:

- (a) A valid agreement under Section 38A(1) of the Landlord and Tenant Act 1954 to exclude the provisions of Sections 24 to 28 of that Act in relation to that underlease; and before the grant of any underlease the Tenant must procure a covenant from the undertenant with the Landlord to pay the rents and other sums reserved by and observe and perform the undertenant's covenants and the conditions in the proposed underlease and not to do or omit any act or thing which would or might cause the Tenant to be in breach of the Tenant's covenants int his lease;
- (b) a provision prohibiting the underlessee from doing or allowing anything in relation to the underlet premises inconsistent with or which would be in breach of the terms of this Lease;

- (c) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this Lease and in the form, if any, required by this Lease;
- (d) a covenant by the underlessee not to assign, underlet, mortgage, charge, part with or share possession any part of the underlet premises (as opposed to the whole);
- (e) a covenant not to assign, underlet, mortgage, charge, part with or share possession of the whole of the underlet premises without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed;
- (f) a covenant by the underlessee not to hold the whole or any part of the underlet premises or the underlease on trust for any other person;

and shall otherwise be consistent with the provisions of this Lease.

16.6 In relation to any underlease the Tenant shall:

- (a) enforce its terms and shall not waive any breach of its terms either expressly or by implication;
- (b) not vary its terms without the prior written consent of the Landlord not to be unreasonably withheld or delayed;
- (c) not accept a surrender of it without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed;
- (d) not to capitalise the rent reserved by it or accept any payment of such rent more than one quarter in advance;
- (e) not to reduce the rent reserved by it;

17. Charging

17.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed provided always that this clause is not to prevent the creation of a floating charge over the assets of the Tenant for the purposes of its normal banking arrangements and the existence of any charge created by it for such purposes over acquired property at the date on which this interest in the Property arose does not constitute a breach of this clause.

17.2 The Tenant shall not charge part only of this lease.

18. Prohibition of other dealings and Group Sharing

18.1 Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership)..

18.2 Group Sharing

The Tenant may share occupation with or part with occupation of the Property to a Group Company provided that no relationship of landlord and tenant is created which is capable of continuing beyond the end of this Lease.

19. Registration and notification of dealings and occupation

19.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the making of any other arrangement for the occupation of the Property.

19.2 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £90 (plus VAT).
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

19.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

20. Repairs

20.1 The Tenant keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property are kept in good working order..

The Tenant shall within 12 months of the date hereof carry out and complete the works set out in the schedule of dilapidations dated 28 April 2021 not carried out by the previous Tenant

20.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk or an Uninsured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them that are under the Tenant's control; or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 6.2.

21. Decoration

21.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary (provided that the Tenant shall not be obliged by this or any other provision in this lease to decorate more than once in any 18 month period) and also in the last three months before the end of the term.

21.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (such approval not to be unreasonably withheld or delayed).

22. Alterations

22.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

22.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

22.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

23. Signs

- 23.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 23.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside, without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 23.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires provided that it does not interfere with the use of the Property by the Tenant.

24. Returning the Property to the Landlord

- 24.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 24.2 If the Landlord (acting reasonably) gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property during the term, remove any alterations it has made to the Property and make good as soon as reasonably practicable any damage caused to the Property by that removal.
- 24.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 24.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

25. Use

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 25.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

- 25.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
- 25.4 For the avoidance of any doubt, the Tenant shall be responsible for all insurances other than Building's insurance
- 26. Compliance with laws**
- 26.1 To the extent that compliance is not the obligation of the Landlord pursuant to its obligations contained in this lease or under the general law the Tenant shall comply with all laws relating to:
- (a) the use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property by the Tenant; and
 - (d) all materials kept at or disposed from the Property by the Tenant.
- 26.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out in relation to the use of the Property whether by the owner or the occupier.
- 26.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) at the cost of the Landlord take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.
- 26.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be reasonably withheld or delayed.
- 26.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file ,for any works it has carried out at the Property during the term.. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

- 26.6 The Tenant shall supply all information to the Landlord that is within its possession that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 26.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 26.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

27. Energy performance certificates

27.1 The Tenant shall:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

- 27.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.

28. Encroachments, obstructions and acquisition of rights

- 28.1 The Tenant shall not grant any right or licence over the Property to a third party.

- 28.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) as soon as reasonably practicable inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) at the Landlord's cost take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

28.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct (other than temporarily) any means of access to the Property.

28.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

28.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) as soon as practicable inform the Landlord and shall give the Landlord notice of that action; and
- (b) at the Landlord's cost take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

29. Breach of repair and maintenance obligation

29.1 Where the same cannot otherwise be undertaken the Landlord may on reasonable prior written notice and at a reasonable time (except in an emergency where no notice shall be required) enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

29.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

29.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any reasonable and proper professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable within 7 days of written demand.

29.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 32.

30. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' reasonable and proper costs and expenses), claims, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers,

contractors or agents or any other person on the Property with the actual or Implied authority of any of them. that are under the Tenant's control

31. Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the Annual Rent reserved by and materially complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

32. Re-entry and forfeiture

32.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) any material breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

32.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

33. Joint and several liability

33.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

33.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

33.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

33.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord

notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

34. Entire agreement

34.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

34.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that Mayo Wynne Baxter LLP has given to any written enquiries raised by Bosley & Co before the date of this lease.

34.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

34.4 Nothing in this clause shall limit or exclude any liability for fraud.

35. Notices, consents and approvals

35.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and for the purposes of this clause an email is not in writing. Any such notice may be given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.

35.2 If a notice complies with the criteria in clause 35.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

35.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

35.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

35.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

35.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

36. Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

38. Exclusion of sections 24-28 of the LTA 1954

38.1 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) [JEREMY BURBRIDGE] who was duly authorised by the Tenant to do so made a statutory declaration dated [9TH AUGUST 2021] 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.

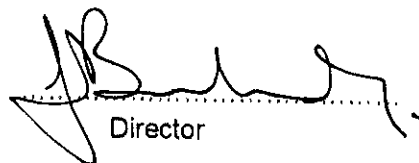
38.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

39. **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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by
TICKETMEDIA LIMITED
in the presence of:-


Director

Signature of Witness

Name of Witness [print] Professor Bob Stevens

Address of Witness 5. Sheppards Rise

Brinkworth

Chippingham

Wiltshire

SN15 5BE

Statutory Declaration Prior to Agreement Excluding Security of Tenure

(name of declarant) |

(address) of Ticketmedia Limited
Maple Works
Old Shoreham Road
Hove
BN3 7ED

do solemnly and sincerely declare that -

- (name of tenant) 1. | Ticketmedia Limited
- (address of premises) propose(s) to enter into a tenancy of premises at
The land, building and workshops at Ellen Street, Portslade BN41
1DW as edged red and coloured blue on the plan annexed to the
Lease
for a term commencing on
July 2021
- (name of landlord) 2. ~~X~~The tenant propose(s) to enter into an agreement with
AGB Properties (Woking) Limited

that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954
(security of tenure) shall be excluded in relation to the tenancy.
3. The landlord has served on ~~XXX~~the tenant a notice in the form, or substantially
in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies)
(England and Wales) Order 2003. The form of notice set out in that Schedule
is reproduced below.
4. ~~XXXXX~~The tenant has read the notice referred to in paragraph 3 above and
accept(s) the consequences of entering into the agreement referred to in
paragraph 2 above.
- (as appropriate) [5. I am duly authorised by the tenant to make this declaration.]

To: Ticketmedia Limited of Maple Works, Old Shoreham Road, Hove BN3 7ED

[Name and address of tenant]

From: AGB Properties (Woking) Limited of Maria House, 35 Millers Road,
Brighton BN1 5NP

[Name and address of landlord]

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

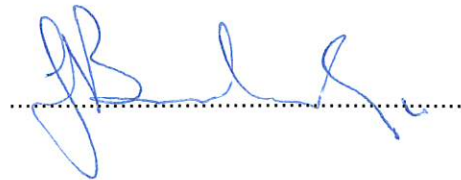
If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

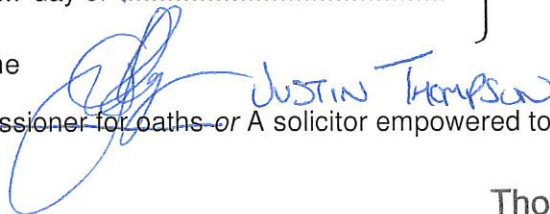
DECLARED at 6 MARLBOROUGH PLACE BRIGHTON
this 9 day of AUGUST 2021



Before me

~~A commissioner for oaths~~ or A solicitor empowered to administer oaths or (as appropriate)

(signature of person
before whom
declaration
is made)



Thompson Allen LLP
6 Marlborough Place
Brighton BN1 1UB