Lawful Development Certificate - Section 191

A1. Applicant Details

Organisation	Vanstian Ltd		
	Title	**Forename**	**Surname**
Name	Mr	T	Farlam

A1.1 Address Details

Name or flat number	
Property number or name	Rustington House
Street	Worthing Road
Locality	Rustington
Town	Littlehampton
County	West Sussex
Postal Town	
Postcode	BN16 3PS

A1.2 Communication Details

	Nat Code	**Extn No.**
Telephone No.	[redacted]	
Daytime Telephone No.		
Fax No.		
Email Address	[redacted]	
DX Number		

...DUR DISTRICT COUNCIL
PLANNING DIVISION
PLAN No. AD/0785/07
DATE RECEIVED 24 SEP 2007

1. Site Address Details

1.1 Address Details

Name or flat number	
Property number or name	Land at 40 Dolphin Road
Street	Dolphin Road
Locality	
Town	Shoreham by Sea
County	
Postal Town	
Postcode	BN43 6QB

2. Description of the matter to which the application relates

Description of the existing use, operation or activity in breach of a planning condition to which the application relates.

The site is used for the parking of cars and other vehicles.

3. Application Type

3.1 Please state which category or categories describe the existing development.

An exisisting use X Yes _ No
An existing operation _ Yes X No
An existing use, operation or activity in breach of a condition _ Yes X No

4. Grounds of Application

4.1 Under what grounds is the certificate sought?

a) The use began more than 10 years before the date of this application. X Yes _ No
b) The use as a single dwellinghouse began more than four years before the date of this application. _ Yes X No
c) The use, operation or activity in breach of condition began more than ten years before the date of this application. _ Yes X No
d) The use began within the last ten years, as a result of a change of use not requiring planning permission, and there has not been a change of use requiring planning permission in the last ten years. _ Yes X No
e) The operations (building works) were substantially completed more than four years before the date of this application. _ Yes X No
f) The use, operation or activity benefits from planning permission granted by the General Permitted Development Order. _ Yes X No
g) The use, operation or activity benefits from a planning permission granted under the Planning Acts. _ Yes X No
h) Other (please give details below) _ Yes X No
4.2 If "Other" please specify under what grounds is the certificate sought?

4.3 The reference number of the relevant planning application.

4.4 The date of the previous application.

4.5 The number(s) of the condition(s) the subject of this application.

4.6. When was the use or activity begun, or the operation substantially completed?

The use began 19th Dec 1995

5. Residential Information

If the application relates to a residential use, have the *number of units changed?* _ Yes _ No
If Yes, please complete the following table.

	Previous	Existing	Net gain or loss
Houses or Bungalows	0	0	0
Flats/Maisonettes/Apartments	0	0	0
Bedsits	0	0	0
Other	0	0	0

6. Interest

Please state the applicant's interest in the land.

X Owner
_ Lessee
_ Prospective purchaser
_ Other

If the applicant is not the owner, please give details

7. Supporting Evidence

Additional information in support of the application

A statutory declaration by Neville Henry Andrew confirm 10 years of continuous use of the site for parking purposes. This is supported by copies of agreements with occupiers when occupied by a non Hargreaves group company. A supporting covering letter.

Warning: Section 194 of the 1990 Act provides that it is an offence to furnish false or misleading information or to withhold material information with intent to deceive. Section 193 (7) enables the council to revoke, at any time, a certificate they may have issued as a result of such false or misleading information.

Signature



DATED 31st August 2007

ADUR DISTRICT COUNCIL
PLANNING DIVISION
PLAN No. Add058567
DATE RECEIVED 24 SEP 2007

STATUTORY DECLARATION

of

NEVILLE HENRY ANDREW

in support of

A CERTIFICATE OF LAWFUL USE
FOR CAR PARKING

at

40 DOLPHIN ROAD,
SHOREHAM

STATUTORY DECLARATION



I NEVILLE HENRY ANDREW of Rustington House, Worthing Road, Rustington, West Sussex BN16 3PS, Chartered Surveyor and Company Director do **SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. I am a Fellow of the Royal Institution of Chartered Surveyors and I have been either the Managing Director or Chairman of Vanstian Limited (Company registration number 1230158) whose registered office is at Brookfield, Lyminster, Nr. Littlehampton, West Sussex ("the Owner") since the time when the Company acquired property in Dolphin Road, Shoreham in 1998.

2. I make this Statutory Declaration as evidence that certain land in the ownership of Vanstian Limited at Dolphin Road, Shoreham ("the Property") has been used for car parking continuously for periods exceeding ten years and is so used at present.

3. Throughout this Declaration I will make reference to plans and schedules as follows:

   NHA1 a plan showing the extent of the property and the area used for parking of vehicles.

   NHA2 schedule detailing the dates occupied and the occupiers in respect of land where a Certificate of Lawful Use is being sought.

4. In November 1988 Vanstian Limited acquired the Freehold of the Property comprising all of the land lying within the area edged red on the plan marked NHA1.

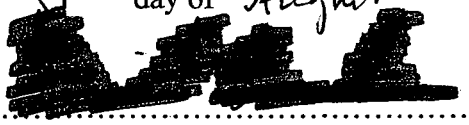
5. This land comprised a variety of buildings, hard standing areas and car parking which following acquisition by the Owner were occupied under various short term occupancy arrangements pending redevelopment of the site.

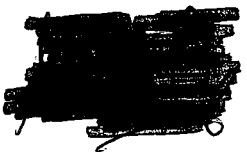
6.1. That part of the property edged pink as shown on plan NHA1 has been continuously used for parking of vehicles from 19th December 1995 up to and including the present time.

6.2 The schedule attached marked NHA 2 shows in respect of the area edged pink the dates between which the site was used by the various occupiers who had possession of the Site

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

DECLARED by the above named at Goodwood Airfield
this 31st day of August 2007





.....

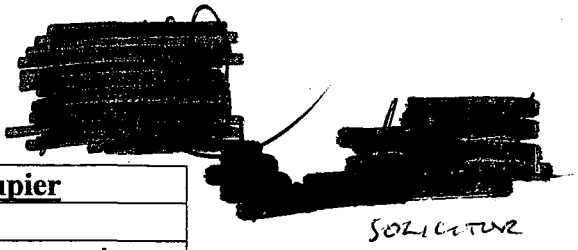
Before me,

~~Commissioner for Oa~~ths/Solicitor

approx. main sewer location
SOLICITING
DOLPHIN WAY
41
El Sub Sta
El
Sub
Sta
DOLPHIN ROAD

NHA 1

Schedule of occupiers and date of occupation.



Dates of Occupation	Occupier
19.12.1995 to 18.12.1997	BOC Limited
19.12.1997 to 02.11.1998	Hargreaves Construction Company Limited
03.11.1998 to 13.01.1999	F. G. Barnes
14.01.1999 to 25.12.2000	F. G. Barnes
25.12.2000 to 25.12.2002	F. G. Barnes
25.12.2002 to 10.06.2004	F. G. Barnes
11.06.2004 to 31.07.2006	Hargreaves Construction Company Limited
01.08.2005 to 24.01.2006	BOC Limited
25.01.2006 to present day	BOC Limited

PLANNING
PLAN No. Arc058507
DATE RECEIVED 24 SEP 2007

LEASE PARTICULARS

The Date	21st December 2006
The Landlord	Vanstian Limited (Company Registration Number 1230158) whose registered office is at Brookfield, Lyminster Road, Lyminster, West Sussex BN17 7QN
The Tenant	Edwards High Vacuum International Limited (Company Registration Number 1148654) whose registered office is at Chertsey Road, Windlesham, Surrey GU20 6HT
The Property	Car parking at Dolphin Enterprise Centre, Evershed Way, Shoreham, West Sussex in the position which is shown edged in red on the attached plan.
The Commencement Date	The date of this Lease
The Expiry Date	24th December 2007
The First Payment	£3125 plus VAT
The Rent Payment Dates	25th March 24th June 29th September 25th December
The Rent	£400 per annum more than the Reduced Rent
The Reduced Rent	£12,500 plus VAT per annum
The Deposit Sum	Nil
The Earliest Date for Tenant's Determination	31st January 2007
Tenant's Determination Period	1 calendar month
Earliest Date for Landlord's Determination	31st January 2007
Landlord's Determination Period	1 calendar month
The Notice Date *(The date upon which The Landlord served on The Tenant The Notice referred to in Clause 7.1)*	24th November 2006
The Declaration Date *(The date upon which The Tenant made The Statutory Declaration referred to in Clause 7.2)*	18th December 2006
The Authorised Use	Parking of private motor vehicles
Schedule of Condition and Photographs – Clause 2.6	This Lease does not contain a Schedule of Condition This Lease does include 4 No. Photographs

INFORMATIVE: *Sections 24 to 28 (inc) of the Landlord & Tenant Act 1954 are excluded under the provisions of Section 38(4) of the Landlord & Tenant Act 1954 – see Clause 7*

THIS LEASE is made on the Date as stated in the Particulars above

BETWEEN (1) the Landlord and (2) the Tenant.

WHEREAS:- in this Deed

- Unless there be something in the subject or context inconsistent with the same the words which are included in the Particulars (and in any Schedules attached to this Deed) shall have the meanings ascribed to them.

- The clause headings are shown for guidance purposes only and shall have no effect on the interpretation of the text of the clause.

- *The Landlord* means whosoever for the time being owns the interest in *The Property* which gives the right to possession of it when this Lease ends and who at the date hereof is as named in the Lease Particulars.

NOW THIS DEED WITNESSETH:

The Landlord hereby demises to *The Tenant The Property* subject to the following terms and conditions.

1. This Lease is for a term running from *The Commencement Date* to expire on *The Expiry Date* (unless determined earlier in accordance with the other provisions of this Lease).

1.1 **Landlord's Option to Determine** *The Landlord* shall be entitled to determine this Lease before the Expiry Date by serving Notice on *The Tenant* which will have the effect of determining this Lease on the date stated in *The Landlord's* notice provided that *The Landlord* shall not be entitled to determine the Lease earlier than *The Earliest Date for Landlord's Determination* and any notice to determine by *The Landlord* shall be served on *The Tenant* on a date which shall be earlier than the proposed date for determination by at least *The Landlord's Determination Period*

1.2 **Tenant's Option to Determine** *The Tenant* shall be entitled to serve notice on *The Landlord* which will have the effect of determining this Lease on the date stated in *The Tenant's* notice provided that *The Tenant* shall not be entitled to determine the Lease earlier than *The Earliest Date for Tenant's Determination* and any such notice shall be served on *The Landlord* on a date which shall be earlier than the proposed date for determination by at least *The Tenant's Determination Period.*

PROVIDED ALWAYS THAT AND IT IS HEREBY AGREED that notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to *The Landlord* it shall be lawful for *The Landlord* at any time after the occurrence of any of the following events to re-enter upon *The Demised Premises* or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of *The Landlord* in respect of any breach non-observance or non-performance of any of *The Tenant's* covenants or any conditions herein contained:-

(a) if the rent reserved or any part thereof or any additional rents shall be unpaid for fourteen days after becoming due for payment (whether formally demanded or not)

(b) if any covenant on *The Tenant's* part or condition herein contained shall not be performed or observed

(c) if *The Tenant* (or if there shall be more than one Tenant any of them) shall enter into composition with their creditors or suffer any distress or execution to be levied on its or their goods

(d) if *The Tenant* (or any one party included within the definition of *The Tenant*) becomes insolvent and for the purposes of this clause "insolvent" shall mean:-

(i) it is deemed unable to pay its debts as defined in Section 123 (2) of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this clause) or

(ii) a proposal is made for a voluntary arrangement under Part I of the Act or

(iii) a petition is presented for an Administration Order under Part II of the Act or

(iv) a Receiver or Manager is appointed whether under Part III of the Act (including an Administrative Receiver) or otherwise or

(v) it goes into liquidation as defined in Section 247 (2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or re-construction while solvent) or

(vi) passes a Resolution for its winding up or

(vii) a provisional Liquidator is appointed under Section 135 of the Act or

(viii) a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985

2. *The Tenant* hereby covenants with *The Landlord* as follows:-

2.1 Payments to be Made

2.1.1.1 To pay to *The Landlord The First Payment* on or before the date of this Lease.

2.1.1.2 To pay to *The Landlord The Rent* in advance on *The Rent Payment Dates* save that in respect of each instalment that is received within seven calendar days of the due date *The Landlord* will accept in full and final settlement an amount equal to *The Reduced Rent*.

2.1.1.3 Following termination of this Lease and after *The Tenant* has vacated *The Property The Landlord* will refund to *The Tenant* an appropriate pro-rata amount of *The Reduced Rent* that may have previously been paid for any period after the date upon which *The Tenant* vacates *The Property* but after deducting therefrom all other monies which *The Landlord* may be entitled to receive from *The Tenant* under the terms of this Lease.

2.1.2 If required by *The Landlord to* pay *The Rent* by Bankers Order.

2.1.3 In respect to all services and supplies used or enjoyed by *The Tenant* and which may be charged to *The Landlord* and/or in the event of the Services being supplied by a communal meter then to reimburse to *The Landlord* within 7 days from receipt of a demand such charge as *The Landlord's* Surveyor shall in its absolute discretion calculate to be the fair proportion of the cost of Service enjoyed by *The Tenant*.

2.1.4 Unless the full cost is recoverable from *The Landlord's* Insurers to reimburse to *The Landlord* the cost of repairing any damage caused to *The Property* or to any adjoining or nearby property of *The Landlord* in the event of damage either arising whilst *The Property* is in the control of *The Tenant* or in the event of damage being caused either by *The Tenant* or any of its employees or persons visiting *The Property* or as a result of *The Tenants* use and occupation of *The Property*.

2.1.5 To pay to *The Landlord* by way of reimbursement and on an indemnity basis all costs and expenses which may be incurred by *The Landlord* both during and following expiry of the term hereby granted and which may be incurred (including any costs of any action necessary to secure possession following expiry of this Lease) as a result of any breaches by *The Tenant* of any of its obligations and covenants contained in this Lease and also if there is any other reason for *The Landlord* to take action against *The Tenant* following the grant of this lease including all costs and expenses arising in or in contemplation of any action against *The Tenant*.

2.1.6 To reimburse to *The Landlord* a fair proportion of all costs (if any) that may be incurred by *The Landlord* in maintaining and cleansing and lighting all drains and sewers and services serving *The Property* and all common areas over which *The Tenant* may gain access to *The Property* and the whole of the cost of maintaining all (if any) planted and landscaped areas within *The Property*.

2.2 Where it is properly chargeable to pay all VAT which shall be added to all monies payable by *The Tenant* to *The Landlord* under the terms of this Lease.

2.3 Unless a time for payment shall be expressly specified then all monies payable by *The Tenant* to *The Landlord* shall be due for payment within 14 days of the date of the demand from *The Landlord* and all monies that are payable to *The Landlord* under the terms of *This Lease* are deemed to be additional rent and if monies which are payable are not received by *The Landlord* by the due date then *The Tenant* will pay to *The Landlord* by way of further additional rent interest calculated from the due date to the date of receipt of payment at such rate of interest as is ascertained in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 as being applicable at the date on which interest starts to accrue and in the event of *The Tenant* having committed and/or being in breach of any of its obligations under this Lease and *The Landlord* considers in its reasonable opinion that it would be detrimental to its interests as a prudent landlord to accept rent or other monies from *The Tenant* (with the result that *The Landlord* could be at risk of being held to have waived such breach or breaches) then until such breach or breaches have been rectified *The Tenant* shall be liable to pay to *The Landlord* upon demand interest upon such rent or other monies from the due dates for payment of such rent or other monies until the date of actual receipt by *The Landlord* of the same (following the remedying of any such breach or breaches or *The Landlord* subsequently agreeing to waive the same).

2.4 To pay all rates, Council Tax and other outgoings in respect of *The Property*

2.5 To pay direct to the Service Authorities the cost of all services and supplies used or enjoyed by *The Tenant* and which may be separately metered and charged by the Authority direct to *The Tenant*.

2.6 **Maintenance** To keep all drains and other services to *The Property* clean and clear and in proper working condition and whenever it becomes necessary to undertake such repair decoration and maintenance works as may be appropriate and necessary so as to at all times result in *The Property* being kept in no worse state and condition than at the commencement of this tenancy (as may be evidenced by any photographs and Schedule of Condition attached hereto) **PROVIDED THAT** if during the term of *The Lease The Tenant* shall fail within such reasonable time as shall be specified in a notice from *The Landlord* to carry out such works as may be specified in the notice as being necessary in order to bring *The Property* into a condition such as to comply with *The Tenant's* obligations in this Lease then *The Landlord* may undertake the work itself and *The Tenant* shall pay to *The Landlord* the cost of such work within 14 days of such amount being demanded by *The Landlord* .

2.7 **Security** Outside the normal hours of use to keep closed and locked all gates doors security barriers and other means of protecting against unauthorised entry to *The Property* and/or to *The Landlord's* estate and if any keys or other means of controlling access are lost and/or not returned to *The Landlord* at the end of the Lease then to pay to *The Landlord* the cost of fitting new locks and other facilities for the control of access.

2.8 **Waste** At all times to ensure that any effluent waste or other product being used in or arising out of or in connection with the business and use of the premises is properly stored and subsequently removed from the premises and site and disposed of to or by appropriately approved licensed contractors/operators.

2.9 **End of Lease** At the end of this Lease to peacefully and quietly yield up to *The Landlord* *The Property* in accordance with the covenants herein contained and leave it in a totally clear and clean and tidy condition with all material of whatever nature (whether rubbish or otherwise) removed from *The Property* and any other adjoining property owned by *The Landlord* and to leave *The Property* in a condition which complies with all of *The Tenant's* obligations contained in this Lease and immediately pay to *The Landlord* all monies due to *The Landlord* in accordance with *The Tenant's* Covenants herein contained plus such further sums of money as shall reasonably represent the costs and expenses which *The Landlord* may have to incur in order to bring *The Property* into such condition as complies with *The Tenant's* Covenants herein contained.

2.10 **Rights of Access**

2.10.1 Only to access *The Property* (and jointly with others authorised by *The Landlord*) either across the roadway shown coloured blue on the plan or if there is no blue colour on the plan and if there is no means of access to *The Property* from the public highway then only across such land outside the bounds of *The Property* across which *The Landlord* is entitled to right of access and as is notified by *The Landlord* to *The Tenant* with *The Landlord* having the right to vary such routes from time to time provided that *The Tenant* shall always be entitled to such access as is reasonably necessary and appropriate for *The Tenant's* use of *The Property*.

2.10.2 Not to park, obstruct or in any way cause damage or excessive wear to the access to *The Property* or any adjoining property whether or not belonging to *The Landlord* and not to pass over such land outside the bounds of *The Property* across which *The Landlord* is entitled to rights of access except across such access as is absolutely necessary for the purpose of accessing *The Property*.

2.11 **Use** Not to use *The Property* other than for the *The Authorised Use* (although *The Landlord* gives no warranty as far as Planning Legislation is concerned with regard to *The Authorised Use)* and at all times to observe and comply with all provisions imposed by any Statute, Licence or Regulation relating to or permitting the use of *The Property* for the purpose for which it is being used and to comply with the requirements of any competent Authority in that connection and at it's own expense do all that is necessary to obtain, maintain and renew all Licences and Registrations required by Law for *The Authorised Use* of *the Property*.

2.12 **Alterations** Not to make any alterations or additions (including the erection of any signs advertisements and notices) to *The Property* nor make any Planning Applications in respect of *The Property*.

2.13 **Assignment** Not to assign this lease or sublet either part or the whole or part with or share occupation or possession of either part or the whole of *The Property*.

2.14 **Insurance/General** Not to do or permit anyone else to do anything to prejudice *The Landlord's* Insurance on *The Property* or any adjoining or neighbouring property owned by either *The Landlord* or its Parent Company or any of its fellow subsidiary Companies nor to do anything whereby the normal rate of Insurance shall be increased.

2.15 **Notices** Within seven days of receipt of the same to give full particulars to *The Landlord* of any notice direction or order or proposal for a notice direction or order made or given or issued to *The Tenant* by any government department or local or public authority or other similar body and if so required by *The Tenant* to produce and supply copies of the same to *The Landlord* and at *The Tenant's* expense without delay to take all necessary steps to comply with the same and also at the request of *The Landlord* to make or join with *The Landlord* in making such objections or representations relating to the same as *The Landlord* shall deem expedient

2.16 **Landlord's Right of Access** To allow *The Landlord* and anyone authorised by it to have access to *The Property* for the purposes of inspection and to repair or maintain neighbouring premises and to undertake any repairs to *The Property* which may be *The Landlord's* responsibility or which are not *The Tenant's* responsibility and to undertake any repair or maintenance or other works which under the terms of this Lease are *The Tenants* responsibility but for which *The Tenant* may be in default of its obligations.

2.17 To permit *The Landlord* to maintain a board on the exterior of *The Property* relating to the sale letting or redevelopment of *The Property*.

3.0 ***The Landlord* covenants with *The Tenant***

3.1 That for so long as *The Tenant* does not contravene any of the Terms of this Lease *The Landlord* (herein meaning whoever owns the interest in *The Property* which gives right to possession when the Lease ends) will allow *The Tenant* to possess and use *The Property* without interference from *The Landlord* or anyone deriving from *The Landlord*.

4.0 It is agreed between *The Landlord* and *The Tenant* that *The Landlord* shall not be responsible for any damage howsoever caused that may occur to *The Tenant's* property and its vehicles or their drivers or their passengers or other staff or visitors of *The Tenant* whilst on *The Landlord's* property and all accesses thereto and that *The Property* and all accesses thereto are used entirely at *The Tenant's* own risk.

5.0 **Service of Notices**

5.1 A Notice to be served by *The Landlord* on the *The Tenant* may either

(i) be sent by Recorded Delivery Post addressed to *The Tenant* at its address as last advised to *The Landlord*, in which event the notice shall be deemed to be served two working days after the date of posting or alternatively

(ii) be satisfactorily served if delivered to and left at 46 Dolphin Road, Shoreham, West Sussex in which event the notice shall be served as at the time and date of delivery or leaving.

5.2 Any notice required to be served by *The Tenant* on *The Landlord* shall be sent to *The Landlord* at its Registered Office by Recorded Delivery Post and not by normal postal service or delivered by hand and it shall be deemed to be received by *The Landlord* three working days after the date of posting.

6.0 Pursuant to the Contracts (Rights of Third Parties) Act 1999:-

6.1 covenants given or obligations entered into by *The Landlord* in this Lease shall only be enforceable against *The Landlord* by *The Tenant* and

6.2 covenants given by or obligations entered into by *The Tenant* may be enforced by *The Landlord* against a third party directly by *The Landlord* (or by *The Landlord* but in the name of *The Tenant*) if such enforcement could result in either achieving compliance with or the remedying of a breach of any of the covenants given by or obligations entered in by *The Tenant* in this Lease.

6.3 Except to the extent of the terms of clauses 6.1. and 6.2 the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to or affect in any way this Lease or any term of it except where it is expressly stated that the Act shall apply.

7.0 Exclusion of Sections 24-28 of the Landlord & Tenant Act 1954 Part II

The Tenant hereby confirms that before the date of this Lease:

7.1 On *The Notice Date* *The Landlord* served on *The Tenant* a Notice in relation to the tenancy created by this Lease ("The Notice") in a form complying with the requirements of Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order")

7.2 *The Tenant* or a person duly authorised by *The Tenant* in relation to The Notice made a Statutory Declaration ("The Declaration") on *The Declaration Date* in a form complying with the requirements of Schedule 2 of The Order

7.3 *The Tenant* further confirms that where the Declaration was made by a person other than *The Tenant* the Declarant was duly authorised by *The Tenant* to make the Declaration on *The Tenant's* behalf

7.4 *The Landlord* and *The Tenant* confirm that there is no Agreement for Lease to which this Lease gives effect

7.5 *The Landlord* and *The Tenant* agree to exclude the provisions of Section 24 to 28 (inclusive) of the Landlord & Tenant Act 1954 in relation to the tenancy created by this Lease

8.0 *The Tenant* is not entitled to any compensation under Section 37 of The Landlord and Tenant Act 1954 upon the expiration or sooner determination of this Lease.

SIGNED AND DELIVERED as a Deed by

* *Delete as appropriate*

*Executed by EDWARDS HIGH VACUUM INTERNATIONAL LIMITED (the Tenant) as a Deed

Director

~~Director~~/Secretary

*The Common Seal of EDWARDS HIGH VACUUM INTERNATIONAL (the Tenant) was hereunto affixed in the presence of:-

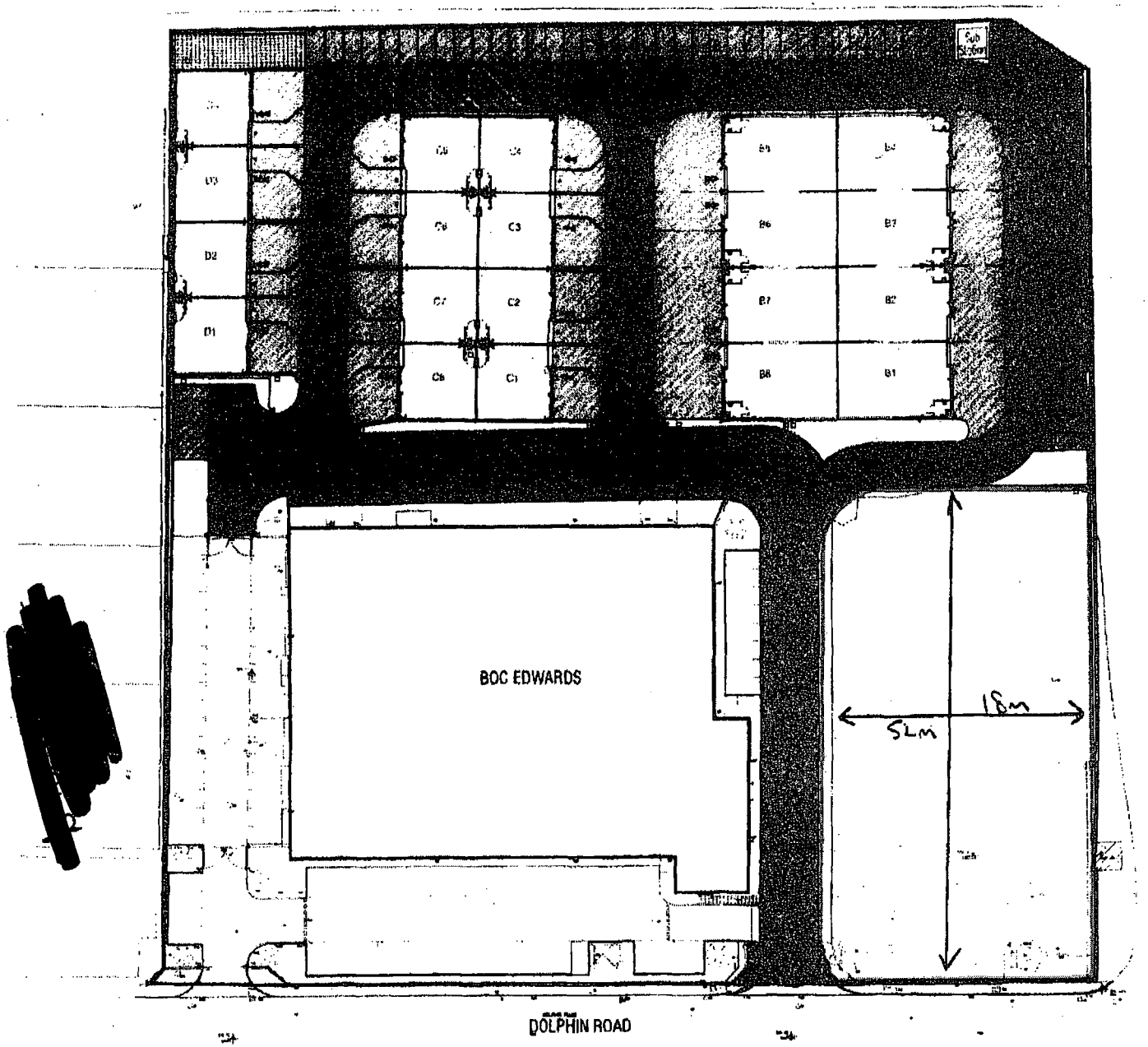
SEAL No. 19

*Executed by [redacted]TED (the Landlord) as a Deed

Director

Director/Secretar[redacted]

*The Common Seal of VANSTIAN LIMITED (the Landlord) was hereunto affixed in the presence of:-



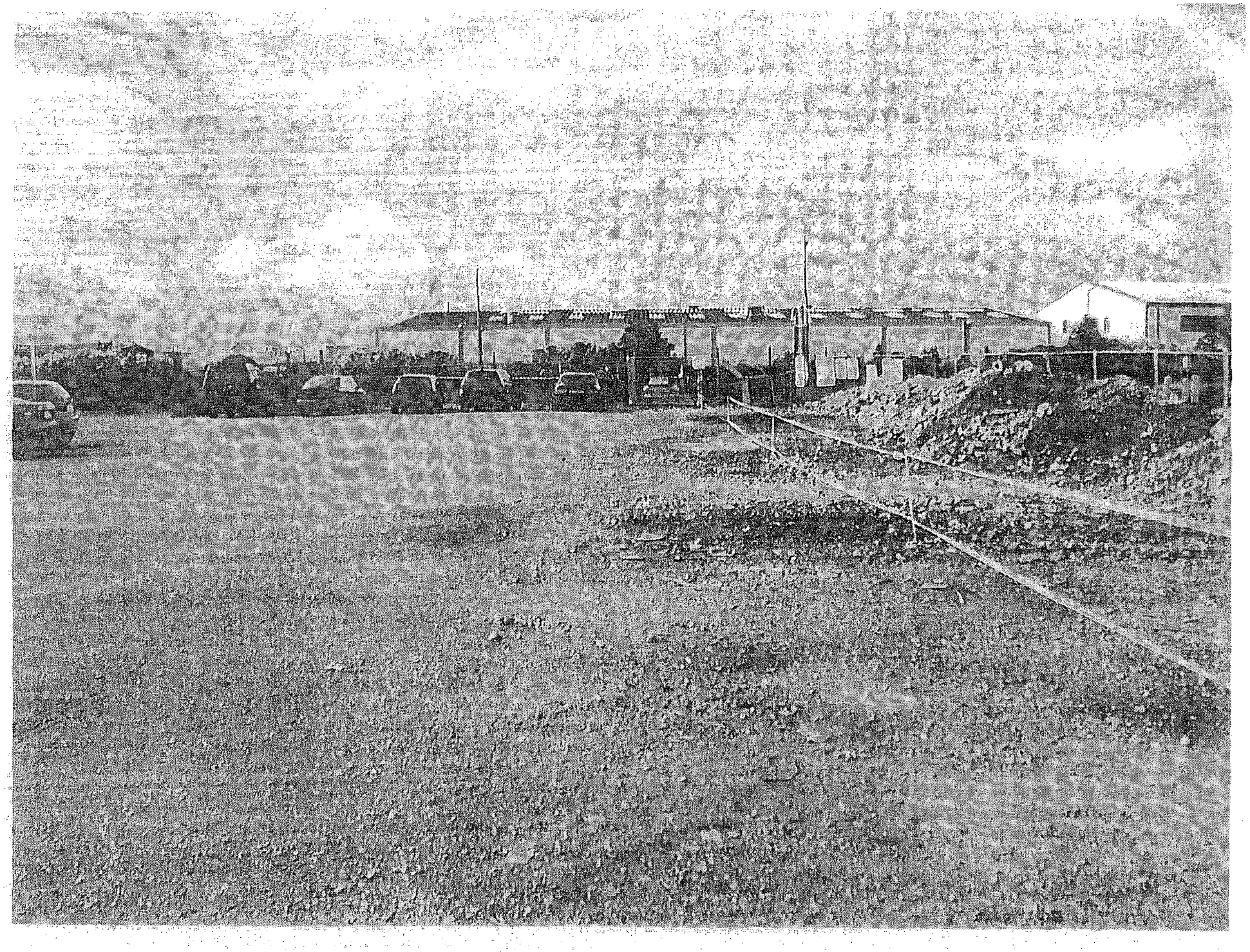
REVISION

180 999 | L01/OS | A

BLOCK A-D
Ewarnod Way
Dolphin Road
Shoreham-By-Sea

LEASE SITE PLAN

Hargrave



SHEWDEC-DA

LICENCE PARTICULARS

The Date	13th September 2005
The Grantor	Vanstian Limited (Company Registration Number 1230158) whose registered office is at Brookfield, Lyminster Road, Lyminster, West Sussex BN17 7QN
The Grantee	BOC Limited (Company Registration Number 337663) of Chertsey Road, Windlesham, Surrey GU20 6HJ
The Property	such car parking space at Evershed Way, Dolphin Road, Shoreham, West Sussex as may from time to time be advised by The Grantor to The Grantee and which shall initially be the position shown edged and hatched red on the attached plan
The First Payment	£3,000 + VAT for the period 1st August to 31st October 2005
The Standard Licence Fee	£3,250 + VAT
The Concessionary Licence Fee	£3,000 + VAT
The Licence Payment Dates	1st August, 1st November, 1st February, 1st May
The Commencement Date	1st August 2005
The Expiry Date	31st December 2005
The Key Deposit	Not Applicable
Determination Period	1 Calendar Month
The Earliest Date for The Grantor's Determination	31st October 2005
Earliest Date for The Grantee's Determination	31st October 2005
The Authorised Use	Parking of private motor vehicle in the position shown on the attached plan PROVIDED that, if required by The Grantor the parked vehicle displays the parking permit issued by The Grantor

PLANNING
PLAN No. Ardo55567
DATE RECEIVED 24 SEP 2007

This Parking Licence is made on the date stated in the Particulars above

BETWEEN (1) the Grantor and (2) the Grantee

WHEREAS:- in this Licence

- Unless there be something in the subject or context inconsistent with the same the words which are included in the Particulars shall have the meanings ascribed to them.
- The Grantor means whosoever for the time being owns the interest in The Property which gives right to possession of it when this Licence ends and who at the date hereof is as named in the Licence Particulars.

The Grantor allows The Grantee to use The Property subject to the following terms and conditions.

1. This Licence will be for a period running from The Commencement Date until determined in accordance with the provisions of this Licence whereupon The Grantee will peacefully and quietly yield up to The Grantor The Property in accordance with its Covenants herein contained and will immediately pay to The Grantor all moneys due to The Grantor in accordance with Covenants herein contained plus such further sums of money as shall reasonably represent the costs and expenses which The Grantor may have to incur in order to bring The Property into such condition as complies with The Grantee's Covenants herein contained.

2. Either party shall be entitled to determine this Licence by giving notice to the other party, whereupon the Licence shall then terminate at any such time after the Earliest Date for Grantor's Determination or (as the case may be) the Earliest Date for the Grantee's Determination PROVIDED HOWEVER that The Grantor shall be entitled to determine this Licence with immediate effect if The Grantee

2.1. Is fourteen days or more late in paying any Licence Fee or other monies which become due for payment (even if not formally demanded).

2.2 Breaches or fails to comply with any of its obligations or covenants in this his Licence.

2.3. Goes into liquidation or, if a Receiver is appointed, or any Administrative Order is made in respect of The Grantee.

3. The Grantee hereby covenants with The Grantor as follows:-

(a) To pay The Grantor both The Key Deposit and The First Payment (plus VAT as appropriate) on or before taking occupation of The Property hereby licensed.

(b) To pay The Standard Licence Fee (plus VAT as appropriate) in advance (and by Bankers Order if so required by The Grantor) on The Licence Fee Payment Dates (without there being any obligation on the part of The Grantor to issue an invoice demand or other reminder before the due date) until whichever date is the later of when:

- This licence shall determine in accordance with notice served under the provisions for determination as contained therein.

- The Grantee returns to The Grantor all keys and valid parking permits which may have been supplied to The Grantee

- Clause 3(l) has been complied with such that The Property is clear of all items of whatever nature (whether rubbish or otherwise) which The Grantee may either have brought onto The Property or allowed to be placed on or remain on The Property

  PROVIDED HOWEVER that on each occasion that The Standard Licence Fee (plus VAT as appropriate) is due for payment then if The Concessionary Licence Fee (plus VAT as appropriate) is received by The Grantor as a result of having been paid in the manner specified herein and within five days of the day upon which The Standard Licence Fee (plus VAT as appropriate) is due for payment and if at that time there are no other moneys owed by The Grantee to The Grantor and there are no outstanding breaches of The Grantee's obligations under this licence **THEN** The Grantor will accept the payment of The Concessionary Licence Fee (plus VAT as appropriate) in full settlement for the instalment of The Standard Licence Fee (plus VAT as appropriate) which is at that time due for payment.

(c) That if The Property comprises a garage or other covered and lockable structure then The Grantee will pay (or otherwise reimburse to The Grantor) all rates, Council Tax and other outgoings and all charges for the availability and consumption of electricity gas and water in respect of The Property from the time when The Grantor becomes liable to pay The First Payment until the time that The Grantee is no longer obliged to pay either The Standard Grantee Fee or the Concessionary Licence Fee.

(d) Not do or permit anyone else to do anything to prejudice The Grantor's Insurance on The Property or any adjoining or neighbouring property owned by The Grantor nor will The Grantee do anything whereby the normal rate of insurance shall be increased.

(e) Only to use The Property for The Authorised Use although The Grantor gives no warranty as far as Planning Legislation is concerned with regard to The Authorised Use and The Grantee will at all times observe and comply with the provisions of or imposed under any Statute, Licence or Regulation relating to or permitting the use of The Property for the purpose for which it is being used and The Grantee will comply with the requirements of any competent Authority in that connection and The Grantee will at it's own expense do all that is necessary to obtain, maintain and renew all Licences and Registrations required by Law for The Authorised Use of the Property.

(f) Not make any alterations or additions (including the erection of any signs advertisements and notices) to The Property nor will The Grantee make any Planning Applications in respect of The Property without The Grantor's prior written consent.

(g) The Grantee takes The Property in its existing state and condition as evidenced by 4 No. photographs attached and will keep The Property in such state and condition and will at all times keep The Property properly secured against unauthorised entry and if The Property is in the nature of a building (or part of a building) or comprises anything other than unfenced and/or unsecured open hard-standing and on the termination date of this licence an external and internal inspection of The Property and its surrounding walls fences doors and gates by The Grantor (at which inspection The Grantee shall be entitled to attend but which inspection and list of necessary work shall not be invalidated by the non attendance of The Grantee) reveals any damage or defects or needs for repair or replacement then The Grantor may charge The Grantee for the cost (including VAT where appropriate) of all such work that may be necessary and The Grantee shall pay to The Grantor the full amount of such charge within 14 days of such amount being demanded by The Grantor.

(h) Unless the full cost is recoverable from The Grantor's Insurers The Grantee will reimburse to The Grantor the cost of repairing any damage caused to The Property or to any adjoining or nearby property of The Grantor in the event of damage being caused either by The Grantee or any of its employees or persons visiting The Property or as a result of The Grantee's use and occupation of The Property.

(i) The Grantee is not granted exclusive possession of The Property and The Grantee will not at any time prevent The Grantor or anyone authorised by it from having access to The Property including for the purposes of inspection or to repair or to maintain neighbouring premises or to undertake any repairs which may be The Grantor's responsibility. The Grantee will also permit The Grantor to maintain a board on the exterior of The Property relating to the sale, letting or re-development of The Property.

(j) The Grantee will pay to The Grantor by way of reimbursement and on an indemnity basis all costs and expenses including all costs and expenses arising in or in contemplation of any action against The Grantee which may be incurred by The Grantor either as a result of any breaches by The Grantee of any of its obligations and covenants contained in this Licence or which may be incurred if there is any other reason for The Grantor to take action against The Grantee following the grant of this licence.

(k) That it will not obstruct the access to any adjoining property whether or not belonging to The Grantor and will only pass over such land outside the bounds of The Property across which The Grantor is entitled to right of access and across which access is necessary for the purpose of accessing The Property.

(l) That on the termination date of this licence (howsoever it may have been determined) The Grantee will leave The Property and the accesses thereto and all adjoining property belonging to The Grantor in a totally clear clean and tidy condition clear of all items of whatever nature (whether rubbish or otherwise) which The Grantee may either have brought onto The Property or allowed to be placed on or remain on The Property and The Grantor shall be entitled to claim ownership of and/or dispose in any manner whatsoever of anything which remains on The Property after the termination date and The Grantee shall pay to The Grantor all costs and expenses which may be incurred by The Grantor in removing anything that remained.

(m) The Grantee will by no later than the date of termination of this licence return to The Grantor all keys and/or other means of access control that may previously have been supplied to The Grantee and if all such keys and/or other means of access control are not returned by the aforesaid date or if The Grantee shall during the currency of the licence lose any keys and/or other means of access control issued to it then The Grantor shall be entitled to replace the locks and/or provide new keys and/or other means of access control and The Grantee shall immediately upon demand pay to The Grantor such costs and expenses as may have been incurred whereupon The Grantor will issue new keys / means of access to The Grantee.

(n) To observe such rules and regulations as may be made and varied from time to time by The Grantor relating to the regulation and control of the use of The Property as are intended to deter unauthorised access to and use of the property of The Grantor and which regulations may include the requirement to display a valid parking permit so as to be clearly visible from outside the parked vehicle and involve the use of wheel clamps on vehicles which are parked in contravention of the then current regulations and The Grantee acknowledges that any vehicle which is parked in contravention of the then current rules and regulations is liable to be wheel clamped and that it will not have any right whatsoever to claim against either The Grantor or whoever may have affixed the wheel clamp either in respect of the charges for releasing the wheel clamp or for any other loss or inconvenience suffered as a result of the clamping or for any other reason.

4(a) Any notice required to be served by The Grantee on The Grantor shall be sent to The Grantor at its Registered Office by Recorded Delivery Post (not by normal postal service) or delivered by hand and it shall be deemed to be received by The Grantor two working days after the date of posting.

4(b) A notice to be served by The Grantor on The Grantee may either:

(i) be sent by Recorded Delivery Post addressed to The Grantee at its address as last advised to The Grantor , in which event the notice shall be deemed to be served two working days after the date of posting or alternatively

(ii) be satisfactorily served if delivered to and left at The Premises in which event the notice shall be served as at the time and date of delivery or leaving.

5. It is agreed between The Grantor and The Grantee that The Grantor shall not be responsible for any damage howsoever caused that may occur to The Grantee's property and its vehicles or their drivers or their passengers or other staff or visitors of The Grantee whilst on The Grantor's property and all accesses thereto and that The Property and all accesses thereto are used entirely at The Grantee's own risk.

6. This licence is personal to The Grantee who shall not assign this licence or part with or share occupation or possession of either part or the whole of The Property.

7. The Grantor covenants with The Grantee that for so long as The Grantee does not contravene any of the Terms of this Licence The Grantor will allow The Grantee to use The Property.

8. Pursuant to the Contracts (Rights of Third Parties) Act 1999:-

8.1 Covenants given or obligations entered into by the Grantor in this Licence shall only be enforceable against the Grantor by the Grantee and

8.2 Covenants given by or obligations entered into by the Grantee and the Sureties (if any) may be enforced by the Grantor against a third party directly by the Grantor (or by the Grantor but in the name of the Grantee) if such enforcement could result in either achieving compliance with or the remedying of a breach of any of the covenants given by or obligations entered into by the Grantee and the Sureties (if any) in this Licence

8.3 Except to the extent of the terms of clause 8.1 the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to or affect in any way this Licence or any term of it except where it is expressly stated that the Act shall apply

8.4 The parties hereto may at any time by mutual agreement rescind or vary contractual commitments between themselves notwithstanding any loss of enforceability that may be suffered by third parties

9. Under no circumstances shall this Licence be deemed to create the relationship of Landlord and Tenant between The Grantor and The Grantee and The Grantee agrees that it will vacate The Premises immediately on The Expiry Date or on The Determination Date if determined earlier, and if The Grantee returns to The Grantor all keys and/or other means of access control within two working days of expiry or determination date The Grantor will refund to The Grantee The Key Deposit (but not otherwise).

10. Following termination of this licence and after The Grantee has vacated The Property The Grantor will refund an appropriate pro-rata amount of all license fees that it may have originally been paid for any period after the date upon which The Grantor is entitled to payment but after deducting there from all other moneys to which The Grantor may be entitled under the terms of this licence.

SIGNED AND DELIVERED as a Licence by

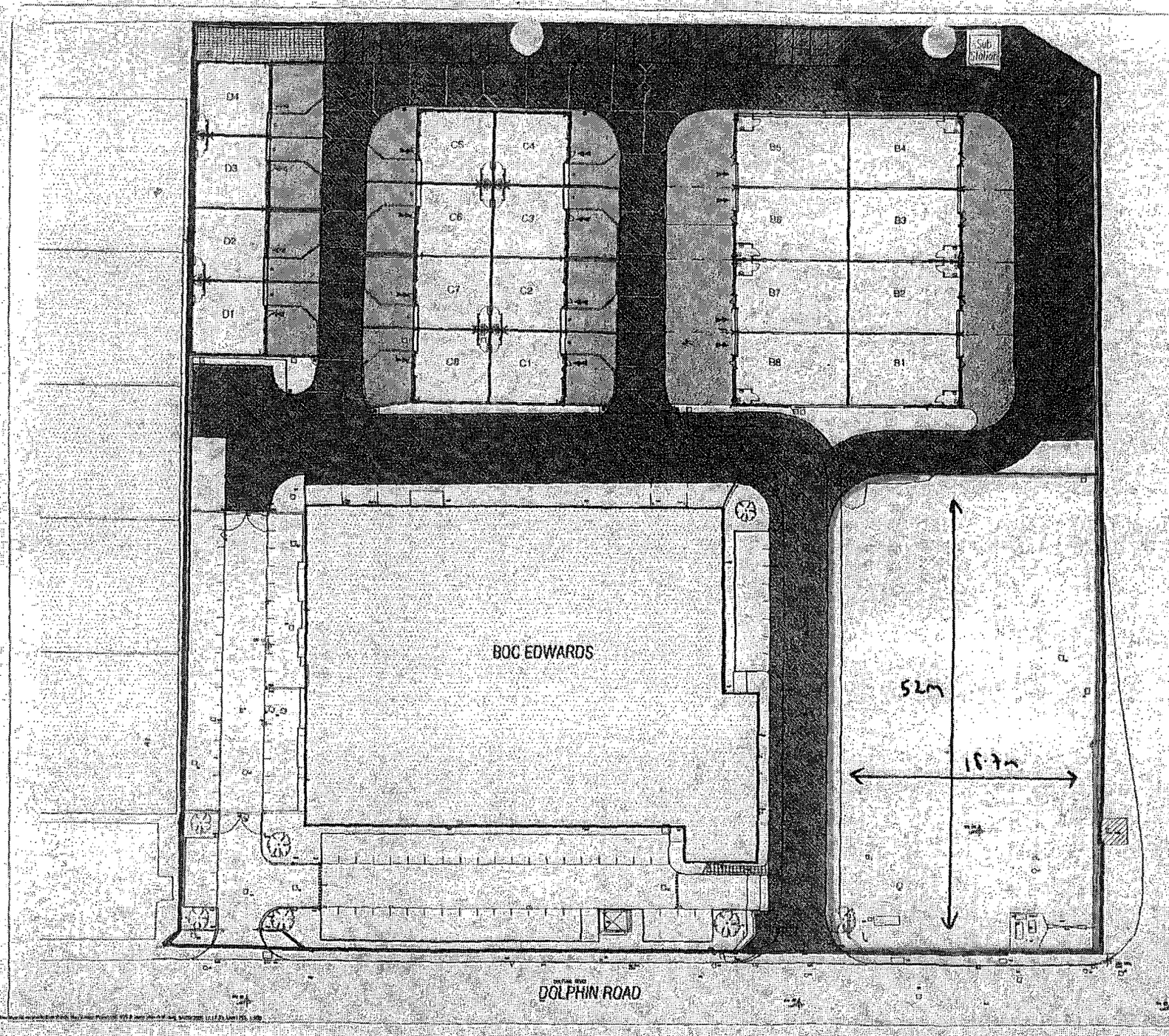
SEAL No. 2232

Director
For and on behalf of
~~The Grantor~~ / The Grantee (delete as appropriate).....
Duly Authorised

(AUTHORISED SIGNATORY)

(SECRETARY)

Director
For and on behalf of
The Grantor / The Grantee (delete as appropriate)



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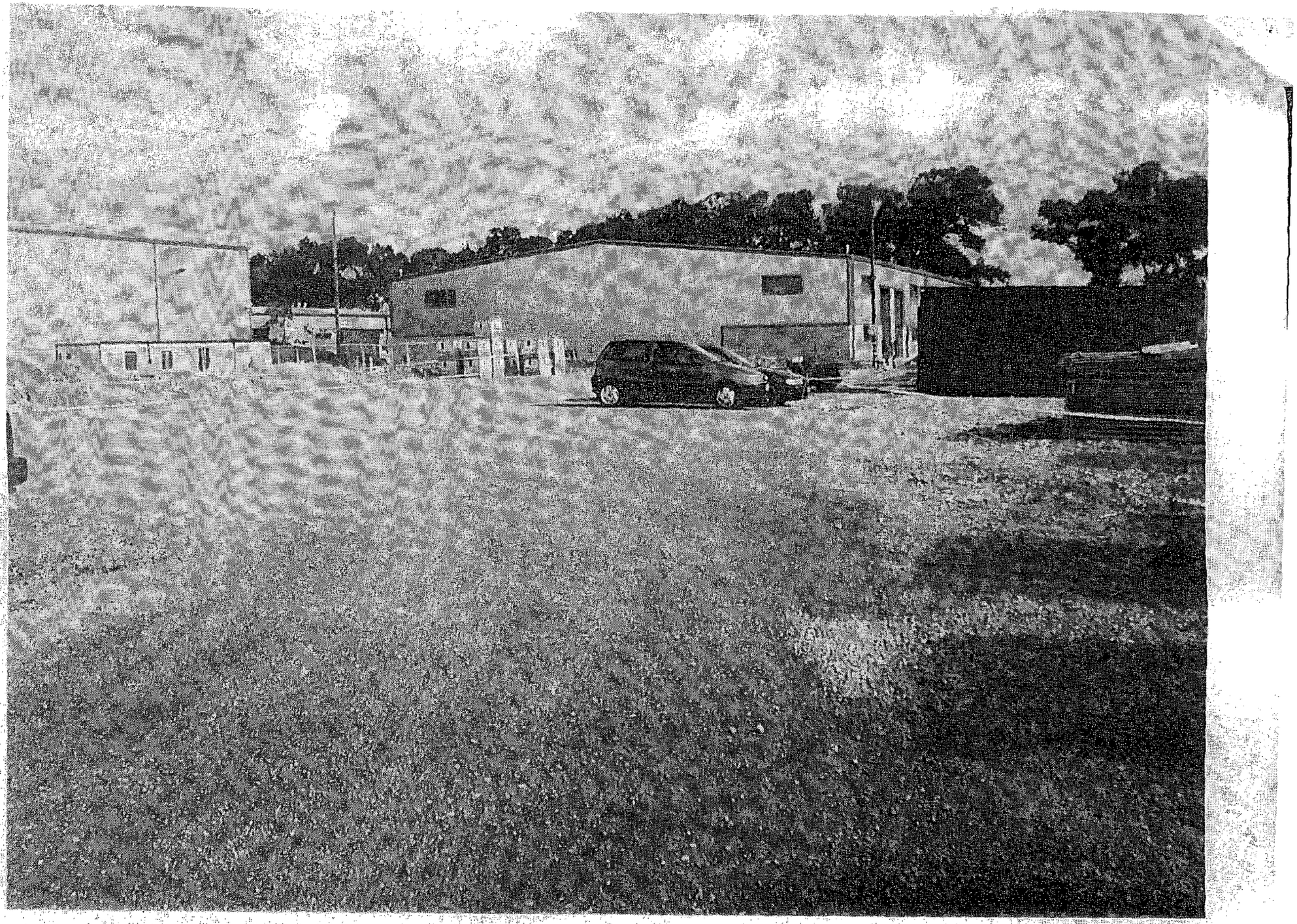
REV	DESCRIPTION	DATE
	REVISION	

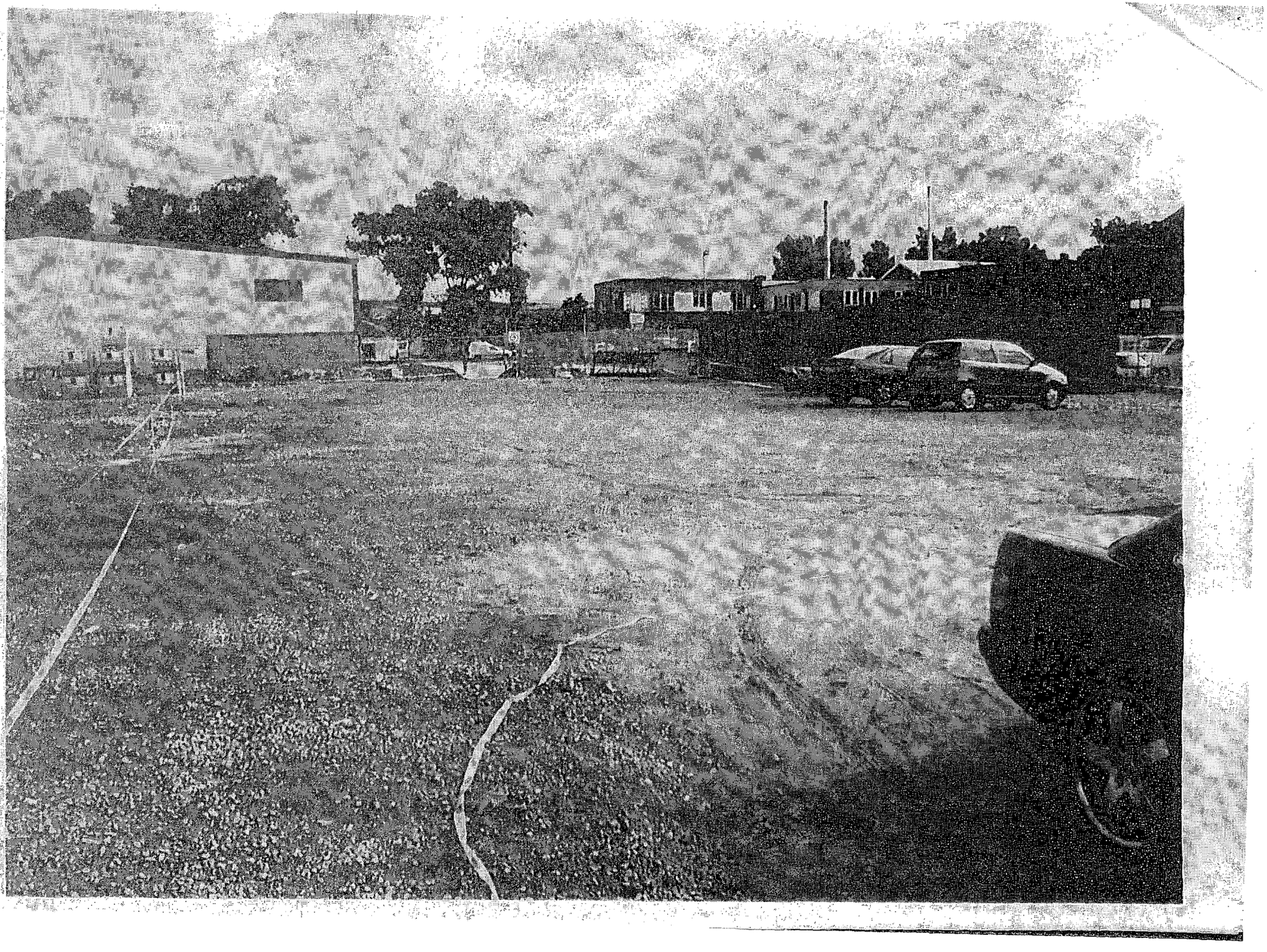
180 999	L01/OS	A
1:500@A3	A.P. Miles	Sept 02

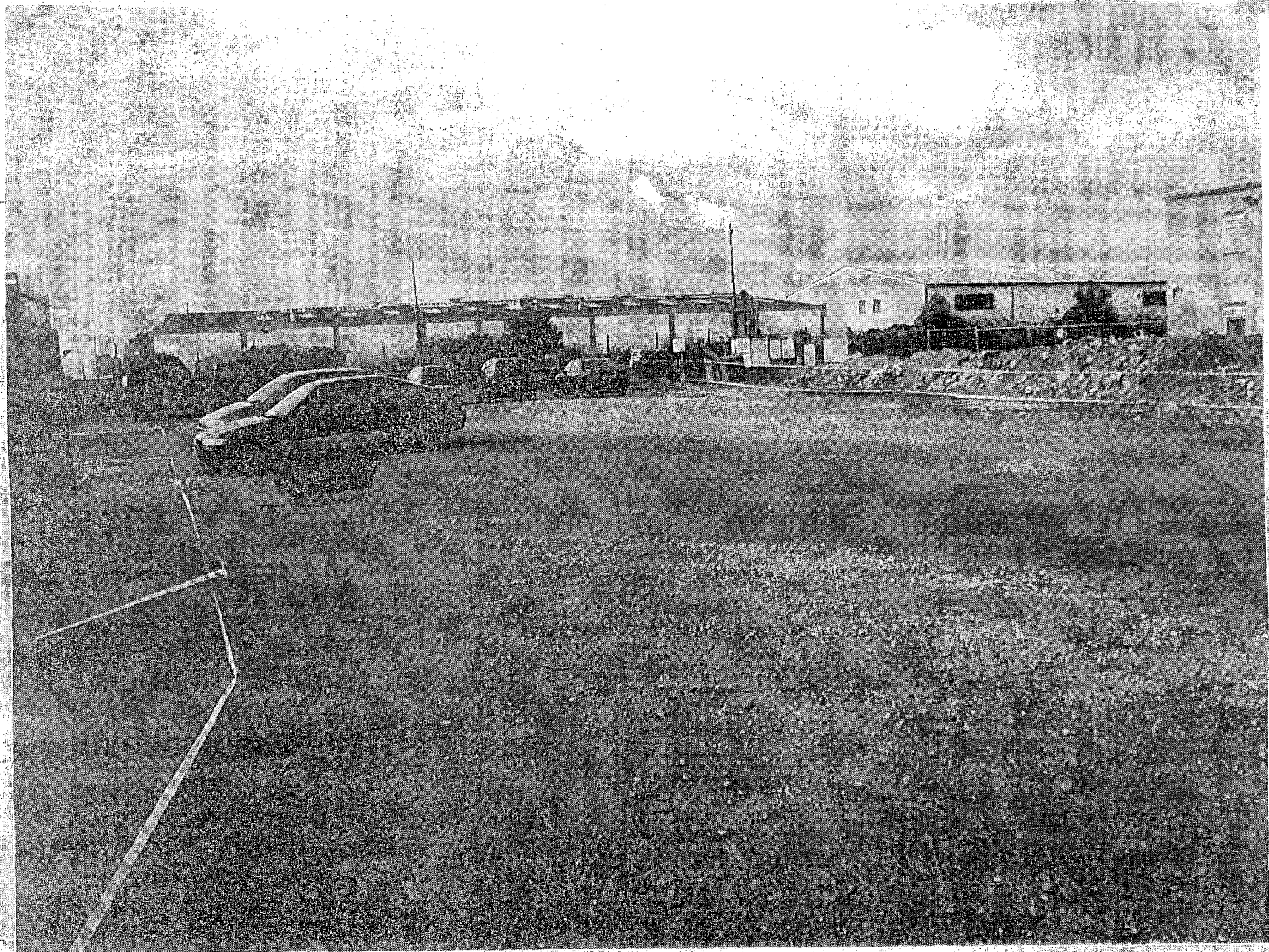
BLOCK A-D
Evershed Way
Dolphin Road
Shoreham-By-Sea

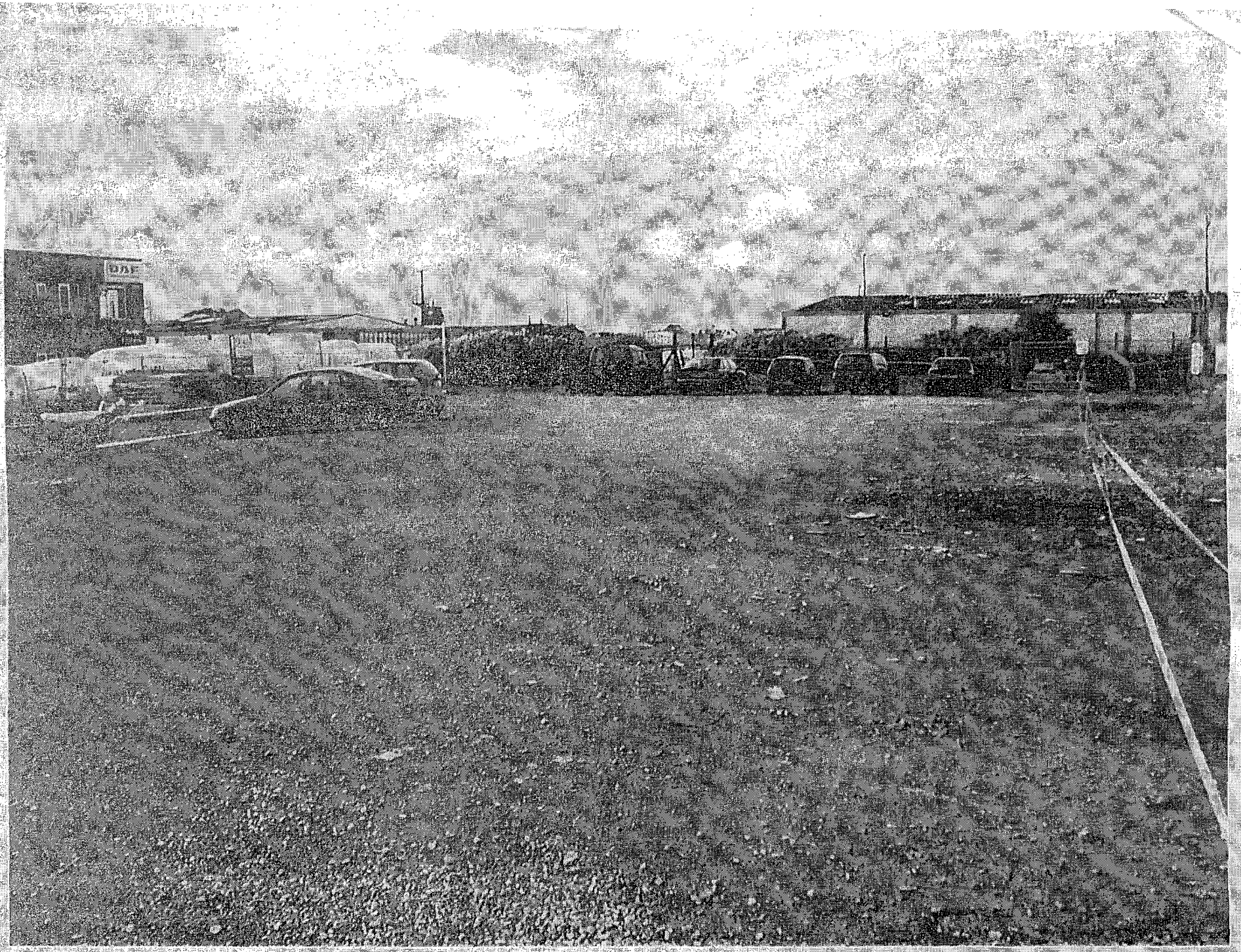
LEASE SITE PLAN

Hargreaves








DAF

SHEW-PK

LEASE PARTICULARS

The Date	11th October 2002
The Landlord	Vanstian Limited (Company Registration Number 1230158) whose registered office is at Brookfield, Lyminster Road, Lyminster, West Sussex BN17 7QN
The Tenant	F G Barnes & Sons Limited (Company Registration Number 00320732) whose registered office is at Ockford Motor Works, Portsmouth Road, Ockford, Godalming, Surrey GU7 2JL
The Property	such location at Dolphin Road, Shoreham by Sea, as may from time to time be advised by *The Landlord* to the *Tenant* and which is shown edged in red on the attached plan.
The Commencement Date	24th June 2002
The Expiry Date	24th December 2004
The First Payment	£6,500 plus VAT
The Rent Payment Dates	25th March 24th June 29th September 25th December
The Rent	£2000 per annum more than the Reduced Rent
The Reduced Rent	£26,000 plus VAT per annum
The Deposit Sum	Nil
The Earliest Date for Tenant's Determination	1st August 2002
Tenant's Determination Period	3 months
Earliest Date for Landlord's Determination	1st August 2002
Landlord's Determination Period	2 months
The Authorised Use	Parking of private motor vehicles and non HGV commercial vehicles together with the display of non HGV commercial vehicles for sale (no warranty is given in relation to Planning Permission for this use)
Court Order	Is an Order of the County Court dated (Brighton 25/9/02 BA 205423)

PLANNING
PLAN No. A0c658567
DATE RECEIVED 24 SEP 2007

THIS LEASE is made on the Date as stated in the Particulars above

BETWEEN (1) the Landlord and (2) the Tenant.

WHEREAS:- in this Deed

- Unless there be something in the subject or context inconsistent with the same the words which are included in the Particulars (and in any Schedules attached to this Deed) shall have the meanings ascribed to them.

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- The clause headings are shown for guidance purposes only and shall have no effect on the interpretation of the text of the clause.

- *The Landlord* means whosoever for the time being owns the interest in *The Property* which gives the right to possession of it when this Lease ends and who at the date hereof is as named in the Lease Particulars.

NOW THIS DEED WITNESSETH:

The Landlord hereby demises to *The Tenant The Property* subject to the following terms and conditions.

1. This Lease is for a term running from *The Commencement Date* to expire on *The Expiry Date* (unless determined earlier in accordance with the other provisions of this Lease).

1.1 **Landlord's Option to Determine** *The Landlord* shall be entitled to determine this Lease before the Expiry Date by serving Notice on *The Tenant* which will have the effect of determining this Lease on the date stated in *The Landlord's* notice provided that *The Landlord* shall not be entitled to determine the Lease earlier than *The Earliest Date for Landlord's Determination* and any notice to determine by *The Landlord* shall be served on *The Tenant* on a date which shall be earlier than the proposed date for determination by at least *The Landlord's Determination Period*

1.2 **Tenant's Option to Determine** *The Tenant* shall be entitled to serve notice on *The Landlord* which will have the effect of determining this Lease on the date stated in *The Tenant's* notice provided that *The Tenant* shall not be entitled to determine the Lease earlier than *The Earliest Date for Tenant's Determination* and any such notice shall be served on *The Landlord* on a date which shall be earlier than the proposed date for determination by at least *The Tenant's Determination Period.*

PROVIDED ALWAYS THAT AND IT IS HEREBY AGREED that notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to *The Landlord* it shall be lawful for *The Landlord* at any time after the occurrence of any of the following events to re-enter upon *The Demised Premises* or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of *The Landlord* in respect of any breach non-observance or non-performance of any of *The Tenant's* covenants or any conditions herein contained:-

(a) if the rent reserved or any part thereof or any additional rents shall be unpaid for fourteen days after becoming due for payment (whether formally demanded or not)

(b) if any covenant on *The Tenant's* part or condition herein contained shall not be performed or observed

(c) if *The Tenant* (or if there shall be more than one Tenant any of them) shall enter into composition with their creditors or suffer any distress or execution to be levied on its or their goods

(d) if *The Tenant* (or any one party included within the definition of *The Tenant*) becomes insolvent and for the purposes of this clause "insolvent" shall mean:-

(i) it is deemed unable to pay its debts as defined in Section 123 (2) of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this clause) or

(ii) a proposal is made for a voluntary arrangement under Part I of the Act or

(iii) a petition is presented for an Administration Order under Part II of the Act or

(iv) a Receiver or Manager is appointed whether under Part III of the Act (including an Administrative Receiver) or otherwise or

(v) it goes into liquidation as defined in Section 247 (2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or re-construction while solvent) or

(vi) passes a Resolution for its winding up or

(vii) a provisional Liquidator is appointed under Section 135 of the Act or

(viii) a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985

2. *The Tenant* hereby covenants with *The Landlord* as follows:-

2.1 Payments to be Made

2.1.1.1 To pay to *The Landlord The First Payment* on or before the date of this Lease.

2.1.1.2 To pay to *The Landlord The Rent* in advance on *The Rent Payment Dates* save that in respect of each instalment that is received within seven calendar days of the due date *The Landlord* will accept in full and final settlement an amount equal to *The Reduced Rent*.

2.1.1.3 Following termination of this Lease and after *The Tenant* has vacated *The Property The Landlord* will refund to *The Tenant* an appropriate pro-rata amount of *The Reduced Rent* that may have previously been paid for any period after the date upon which *The Tenant* vacates *The Property* but after deducting therefrom all other monies which *The Landlord* may be entitled to receive from *The Tenant* under the terms of this Lease.

2.1.2 If required by *The Landlord to* pay *The Rent* by Bankers Order.

2.1.3 In respect to all services and supplies used or enjoyed by *The Tenant* and which may be charged to *The Landlord* and/or in the event of the Services being supplied by a communal meter then to reimburse to *The Landlord* within 7 days from receipt of a demand such charge as *The Landlord's* Surveyor shall in its absolute discretion calculate to be the fair proportion of the cost of Service enjoyed by *The Tenant*.

2.1.4 Unless the full cost is recoverable from *The Landlord's* Insurers to reimburse to *The Landlord* the cost of repairing any damage caused to *The Property or to any adjoining or nearby property of The Landlord* in the event of damage either arising whilst *The Property* is in the control of *The Tenant* or in the event of damage being caused either by *The Tenant* or any of its employees or persons visiting *The Property* or as a result of *The Tenants* use and occupation of *The Property*.

2.1.5 To pay to *The Landlord* by way of reimbursement and on an indemnity basis all costs and expenses which may be incurred by *The Landlord* both during and following expiry of the term hereby granted and which may be incurred (including any costs of any action necessary to secure possession following expiry of this Lease) as a result of any breaches by *The Tenant* of any of its obligations and covenants contained in this Lease and also if there is any other reason for *The Landlord* to take action against *The Tenant* following the grant of this lease including all costs and expenses arising in or in contemplation of any action against *The Tenant*.

2.1.6 To reimburse to *The Landlord* a fair proportion of all costs (if any) that may be incurred by *The Landlord* in maintaining and cleansing and lighting all drains and sewers and services serving *The Property* and all common areas over which *The Tenant* may gain access to *The Property* and the whole of the cost of maintaining all (if any) planted and landscaped areas within *The Property*.

2.2 Where it is properly chargeable to pay all VAT which shall be added to all monies payable by *The Tenant* to *The Landlord* under the terms of this Lease.

2.3 Unless a time for payment shall be expressly specified then all monies payable by *The Tenant* to *The Landlord* shall be due for payment within 14 days of the date of the demand from *The Landlord* and all monies that are payable to *The Landlord* under the terms of *This Lease* are deemed to be additional rent and if monies which are payable are not received by *The Landlord* by the due date then *The Tenant* will pay to *The Landlord* by way of further additional rent interest calculated from the due date to the date of receipt of payment at such rate of interest as is ascertained in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 as being applicable at the date on which interest starts to accrue and in the event of *The Tenant* having committed and/or being in breach of any of its obligations under this Lease and *The Landlord* considers in its reasonable opinion that it would be detrimental to its interests as a prudent landlord to accept rent or other monies from *The Tenant* (with the result that *The Landlord* could be at risk of being held to have waived such breach or breaches) then until such breach or breaches have been rectified *The Tenant* shall be liable to pay to *The Landlord* upon demand interest upon such rent or other monies from the due dates for payment of such rent or other monies until the date of actual receipt by *The Landlord* of the same (following the remedying of any such breach or breaches or *The Landlord* subsequently agreeing to waive the same).

2.4 To pay all rates, Council Tax and other outgoings in respect of *The Property*

2.5 To pay direct to the Service Authorities the cost of all services and supplies used or enjoyed by *The Tenant* and which may be separately metered and charged by the Authority direct to *The Tenant.*

2.6 **Maintenance** To keep all drains and other services to *The Property* clean and clear and in proper working condition and whenever it becomes necessary to undertake such repair decoration and maintenance works as may be appropriate and necessary so as to at all times result in *The Property* being kept in no worse state and condition than at the commencement of this tenancy (as may be evidenced by any photographs and Schedule of Condition attached hereto) **PROVIDED THAT** if during the term of *The Lease The Tenant* shall fail within such reasonable time as shall be specified in a notice from *The Landlord* to carry out such works as may be specified in the notice as being necessary in order to bring *The Property* into a condition such as to comply with *The Tenant's* obligations in this Lease then *The Landlord* may undertake the work itself and *The Tenant* shall pay to *The Landlord* the cost of such work within 14 days of such amount being demanded by *The Landlord* .

2.7 **Security** At all times to keep *The Property* properly fenced and gated and to keep closed and locked at all times all gates doors security barriers and other means of protecting against unauthorised entry to *The Property* and/or to *The Landlord's* estate and if any keys or other means of controlling access are lost and/or not returned to *The Landlord* at the end of the Lease then to pay to *The Landlord* the cost of fitting new locks and other facilities for the control of access.

2.8 **Waste** At all times to ensure that any effluent waste or other product being used in or arising out of or in connection with the business and use of the premises is properly stored and subsequently removed from the premises and site and disposed of to or by appropriately approved licensed contractors/operators.

2.9 **End of Lease** At the end of this Lease to peacefully and quietly yield up to *The Landlord The Property* in accordance with the covenants herein contained and leave it in a totally clear and clean and tidy condition with all material of whatever nature (whether rubbish or otherwise) removed from *The Property* and any other adjoining property owned by *The Landlord* and to leave *The Property* in a condition which complies with all of *The Tenant's* obligations contained in this Lease and immediately pay to *The Landlord* all monies due to *The Landlord* in accordance with *The Tenant's* Covenants herein contained plus such further sums of money as shall reasonably represent the costs and expenses which *The Landlord* may have to incur in order to bring *The Property* into such condition as complies with *The Tenant's* Covenants herein contained.

2.10 **Rights of Access**

2.10.1 Only to access *The Property* (and jointly with others authorised by *The Landlord*) either across the roadway shown coloured blue on the plan or if there is no blue colour on the plan and if there is no means of access to *The Property* from the public highway then only across such land outside the bounds of *The Property* across which *The Landlord* is entitled to right of access and as is notified by *The Landlord* to *The Tenant* with *The Landlord* having the right to vary such routes from time to time provided that *The Tenant* shall always be entitled to such access as is reasonably necessary and appropriate for *The Tenant's* use of *The Property.*

2.10.2 Not to park, obstruct or in any way cause damage or excessive wear to the access to *The Property* or any adjoining property whether or not belonging to *The Landlord* and not to pass over such land outside the bounds of *The Property* across which *The Landlord* is entitled to rights of access except across such access as is absolutely necessary for the purpose of accessing *The Property.*

2.11 **Use** Not to use *The Property* other than for the *The Authorised Use* (although *The Landlord* gives no warranty as far as Planning Legislation is concerned with regard to *The Authorised Use)* and at all times to observe and comply with all provisions imposed by any Statute, Lease or Regulation relating to or permitting the use of *The Property* for the purpose for which it is being used and to comply with the requirements of any competent Authority in that connection and at it's own expense do all that is necessary to obtain, maintain and renew all Leases and Registrations required by Law for *The Authorised Use* of *the Property.*

2.12 **Alterations** Not to make any alterations or additions (including the erection of any signs advertisements and notices) to *The Property* nor make any Planning Applications in respect of *The Property.*

2.13 **Assignment** Not to assign this lease or sublet either part or the whole or part with or share occupation or possession of either part or the whole of *The Property.*

2.14 **Insurance/General** Not to do or permit anyone else to do anything to prejudice *The Landlord's* Insurance on *The Property* or any adjoining or neighbouring property owned by either *The Landlord* or its Parent Company or any of its fellow subsidiary Companies nor to do anything whereby the normal rate of Insurance shall be increased.

2.15 **Notices** Within seven days of receipt of the same to give full particulars to *The Landlord* of any notice direction or order or proposal for a notice direction or order made or given or issued to *The Tenant* by any government department or local or public authority or other similar body and if so required by *The Tenant* to produce and supply copies of the same to *The Landlord* and at *The Tenant's* expense without delay to take all necessary steps to comply with the same and also at the request of *The Landlord* to make or join with *The Landlord* in making such objections or representations relating to the same as *The Landlord* shall deem expedient

2.16 **Landlord's Right of Access** To allow *The Landlord* and anyone authorised by it to have access to *The Property* for the purposes of inspection and to repair or maintain neighbouring premises and to undertake any repairs to *The Property* which may be *The Landlord's* responsibility or which are not *The Tenant's* responsibility and to undertake any repair or maintenance or other works which under the terms of this Lease are *The Tenants* responsibility but for which *The Tenant* may be in default of its obligations.

2.17 To permit *The Landlord* to maintain a board on the exterior of *The Property* relating to the sale letting or redevelopment of *The Property.*

3.0 ***The Landlord* covenants with *The Tenant***

3.1 That for so long as *The Tenant* does not contravene any of the Terms of this Lease *The Landlord* (herein meaning whoever owns the interest in *The Property* which gives right to possession when the Lease ends) will allow *The Tenant* to possess and use *The Property* without interference from *The Landlord* or anyone deriving from *The Landlord*.

3.2 To hold *The Deposit Sum* (with interest accruing to *The Landlord*) as security against *The Tenant's* failure to comply with all the obligations contained in this Lease and after *The Landlord* regains possession of *The Property* following expiration or termination of this Lease to return to *The Tenant The Deposit Sum* but after deducting and retaining such amounts as represent all rents and other sums which may be due to *The Landlord* under this Lease and all costs which have been or will have to be incurred by *The Landlord* in doing whatever may be necessary in order to bring *The Property* into such condition as to comply with *The Tenant's* Covenants in this Lease.

4.0 It is agreed between *The Landlord* and *The Tenant* that *The Landlord* shall not be responsible for any damage howsoever caused that may occur to *The Tenant's* property and its vehicles or their drivers or their passengers or other staff or visitors of *The Tenant* whilst on *The Landlord's property and all accesses* thereto and that *The Property* and all accesses thereto are used entirely at *The Tenant's* own risk.

5.0 **Service of Notices**

5.1 A Notice to be served by *The Landlord* on the *The Tenant* may either

(i) be sent by Recorded Delivery Post addressed to *The Tenant* at *The Premises*, in which event the notice shall be deemed to be served two working days after the date of posting or alternatively

(ii) be satisfactorily served if delivered to and left at *The Premises* in which event the notice shall be served as at the time and date of delivery or leaving.

5.2 Any notice required to be served by *The Tenant* on *The Landlord* shall be sent to *The Landlord* at its Registered Office by Recorded Delivery Post and not by normal postal service or delivered by hand and it shall be deemed to be received by *The Landlord* three working days after the date of posting.

6.0 Pursuant to the Contracts (Rights of Third Parties) Act 1999:-

6.1 covenants given or obligations entered into by *The Landlord* in this Lease shall only be enforceable against *The Landlord* by *The Tenant* and

6.2 covenants given by or obligations entered into by *The Tenant* may be enforced by *The Landlord* against a third party directly by *The Landlord* (or by *The Landlord* but in the name of *The Tenant*) if such enforcement could result in either achieving compliance with or the remedying of a breach of any of the covenants given by or obligations entered in by *The Tenant* in this Lease.

6.3 Except to the extent of the terms of clauses 6.1. and 6.2 the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to or affect in any way this Lease or any term of it except where it is expressly stated that the Act shall apply.

7.0 By *The Court Order* under the provisions of Section 38(4) of the Landlord and Tenant Act 1954 (as enacted by Section 5 of the Law of Property Act 1969) the parties agree that the provisions of Sections 24

to 28 of The Landlord and Tenant Act 1954 which relate to the continuation and renewal of tenancies do not apply to the term created by this Lease.

8.0 *The Tenant* is not entitled to any compensation under Section 37 of The Landlord and Tenant Act 1954 upon the expiration or sooner determination of this Lease.

SIGNED AND DELIVERED as a Deed by

** Delete as appropriate*

*Executed by
F G BARNES & SONS LIMITED (the Tenant)
as a Deed

*The Common Seal of
F G BARNES & SONS LIMITED (the Tenant)
was hereunto affixed in the presence of:-

Director [redacted]

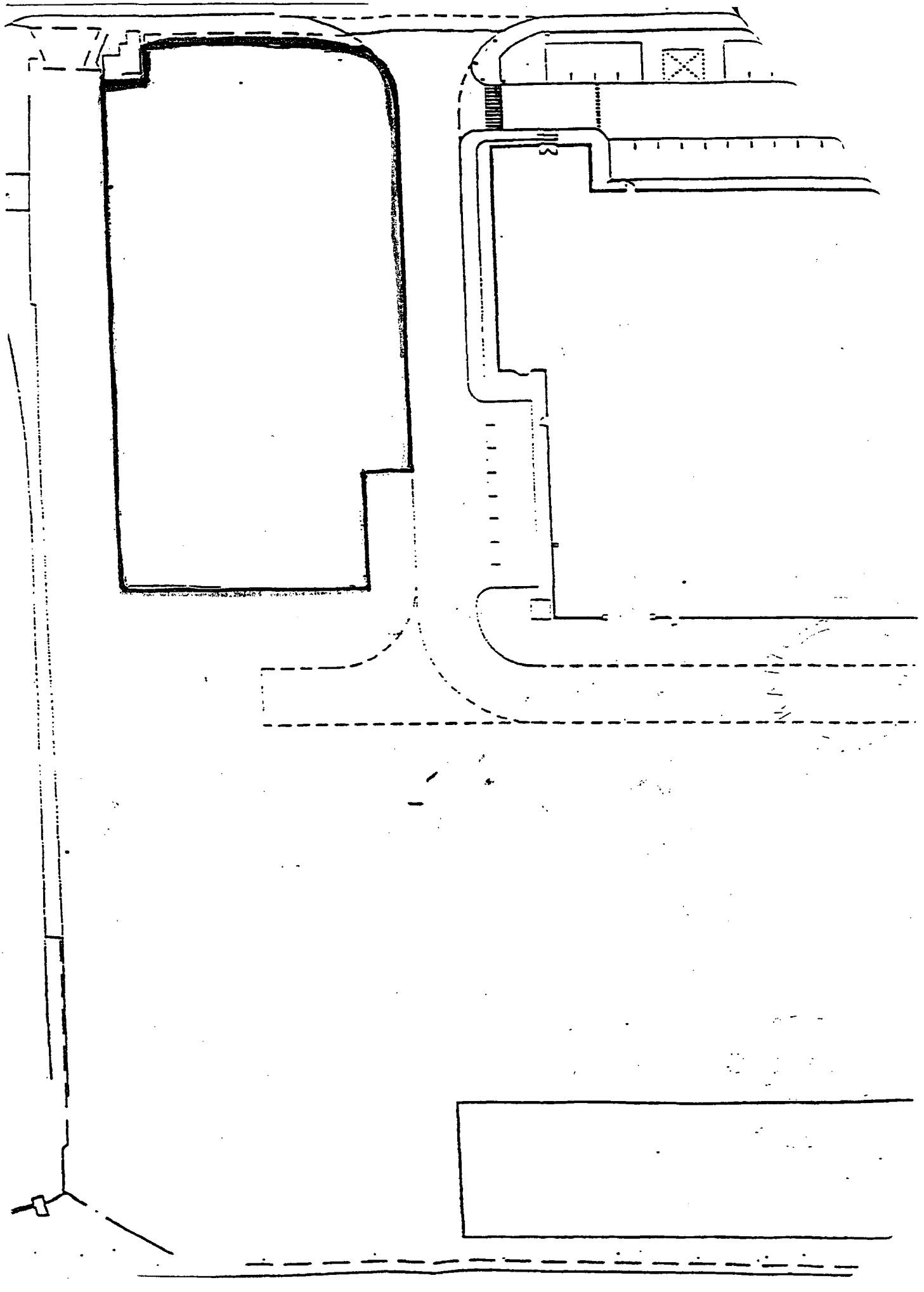
Director/Secretary [redacted]

*Executed by
VANSTIAN LIMITED (the Landlord)
as a Deed

*The Common Seal of
VANSTIAN LIMITED (the Landlord)
was hereunto affixed in the presence of:-

Director [redacted]

Director/Secretary [redacted]



SHPKEV.

THIS LEASE is made on the 21st day of FEBRUARY 2001

BETWEEN

THE LANDLORD and whoever for the time being owns the interest in the property which gives the right to possession of it when this Lease ends and

THE TENANT

Throughout this Lease the words printed in Italics and which are listed in Column 1 of the Schedule below shall have the meanings described against them in Column 2 of the Schedule.

PLANNING DIVISION
PLAN No. AD0058567
DATE RECEIVED 4 SEP 2007

COLUMN 1	COLUMN 2
The Landlord	Vanstian Limited (Company Registration Number 1230158) whose registered office is at Brookfield, Lyminster Road, Lyminster, West Sussex BN17 7QN
The Tenant	F G Barnes & Sons Limited (Company Registration Number 00320732) whose registered office is at Ockford Motor Works, Portsmouth Road, Ockford, Godalming, Surrey GU7 2JL
The Property	such location at Dolphin Road, Shoreham by Sea, as may from time to time be advised by *The Licensor* to *The Licensee* and which shall initially be the position shown edged and hatched red on the attached plan
The First Payment	£ 5250 + VAT
The Rent	£21,000 per annum exclusive
The Rent Payment Dates	25th March 24th June 29th September 25th December
The Commencement Date	25th December 2000.
The Expiry Date	25th December 2002
The Earliest Date for Landlord's Determination	1st January 2001
The Landlord's Determination Period	2 Calendar Weeks
Earliest Date for Tenant's Determination	24th June 2001
Tenant's Determination Period	3 Calendar Months
The Authorised Use	Parking of private motor vehicles and non HGV commercial vehicles in the position shown on the attached plan
Court Order	Is an Order of the County Court dated (BRIGHTON BN 109797 13th FEBRUARY 2001)

The Landlord demises to *The Tenant The Property* subject to the following terms and conditions.

1. This Lease is for a term running from *The Commencement Date* to expire on *The Expiry Date* (unless determined earlier in accordance with the other provisions of this Lease) whereupon *The Tenant* will peacefully and quietly yield up to *The Landlord The Property* in accordance with its Covenants herein contained and will immediately pay to *The Landlord* all moneys due to *The Landlord* in accordance with *The Tenant's* Covenants herein contained plus such further sums of money as shall reasonably represent the costs and expenses which *The Landlord* may have to incur in order to bring *The Property* into such condition as complies with *The Tenant's* Covenants herein contained.

2. *The Landlord* shall be entitled to serve Notice on *The Tenant* which will have the effect of determining this Lease on the date stated in *The Landlord's* notice provided that *The Landlord* shall not be entitled to determine the Lease earlier than *The Earliest Date for Landlord's Determination* and any notice to determine by *The Landlord* shall be served on *The Tenant* on a date which shall be earlier than the proposed date for determination by at least *The Landlord's Determination Period*, PROVIDED however that in the event of *The Tenant* being in breach of any of its Covenants in this Lease then *The Landlord* shall be entitled to serve on *The Tenant* a Notice which will have the effect of determining this Lease 7 days following the date on which the notice is served on *The Tenant.*

3. *The Tenant* shall be entitled to serve notice on *The Landlord* which will have the effect of determining this Lease on the date stated in *The Tenant's* notice provided that *The Tenant* shall not be entitled to determine the Lease earlier than *The Earliest Date for Tenant's Determination* and any such notice shall be served on *The Landlord* on a date which shall be earlier than the proposed date for determination by at least *The Tenant's Determination Period.*

4. *The Tenant* hereby covenants with *The Landlord* as follows:-

(a) To pay to *The Landlord The Rent* (plus Value Added Tax as appropriate) in advance on *The Rent Payment Dates* but the proportion of *The Rent* from *The Commencement Date* up to the next *Rent Payment Date* is to be paid on or before the date of this Lease.

(b) If required by *The Landlord The Tenant* will pay *The Rent* by Bankers Order.

(c) *The Tenant* will pay to *The Landlord* by way of additional rent within 7 days from receipt of a Demand all such amount as may be incurred by *The Landlord* for insuring *The Property* against all insurable risks and all other monies which under the terms of this Lease *The Tenant* is obliged to pay to *The Landlord.*

(d) *The Tenant* shall make payment direct to the Service Authorities for the cost of all services and supplies used or enjoyed by *The Tenant* and which may be separately metered and charged by the Authority direct to *The Tenant* BUT in the event of the Services being charged to *The Landlord* and/or in the event of the Services being supplied by a communal meter then *The Tenant* will reimburse to *The Landlord* within 7 days from receipt of a demand such charge as *The Landlord's* Surveyor shall in its absolute discretion calculate to be the fair proportion of the cost of Service enjoyed by *The Tenant.*

(e) *The Tenant* will reimburse to *The Landlord* a fair proportion of all costs (if any) that may be incurred by *The Landlord* in maintaining and cleansing and lighting all drains and sewers and services serving *The Property* and all common areas over which *The Tenant* may gain access to

The Property and the whole of the cost of maintaining all planted and landscaped areas within *The Property*.

(f) Where it is properly chargeable VAT shall be added to all monies payable by *The Tenant* to *The Landlord* under the terms of this Lease and all monies that are payable under the terms of this Lease are deemed to be additional rents and if *The Rent* or any other moneys which are payable to *The Landlord* under this Lease are not received by *The Landlord* within 7 days from the due date then *The Tenant* will pay to *The Landlord* by way of further additional rent interest calculated from the due date to the date of payment at whichever is the greater of either 13% per annum or 5% per annum over Barclays Bank plc Base Rate in each case with interest being compounded on quarterly rests on the usual quarter days.

(g) Throughout the term of this Lease *The Tenant* will pay all rates, Council Tax and other outgoings in respect of *The Property*

(h) *The Tenant* will not do or permit anyone else to do anything to prejudice *The Landlord's* Insurance on *The Property* or any adjoining or neighbouring property owned by either *The Landlord* or its Parent Company or any of its fellow subsidiary Companies nor will *The Tenant* do anything whereby the normal rate of Insurance shall be increased.

(i) *The Tenant* will only use *The Property* for *The Authorised Use* although *The Landlord* gives no warranty as far as Planning Legislation is concerned with regard to *The Authorised Use* and *The Tenant* will at all times observe and comply with the provisions of or imposed under any Statute, Licence or Regulation relating to or permitting the use of *The Property* for the purpose for which it is being used and *The Tenant* will comply with the requirements of any competent Authority in that connection and *The Tenant* will at it's own expense do all that is necessary to obtain, maintain and renew all Licences and Registrations required by Law for *The Authorised Use* of *the Property*.

(j) *The Tenant* will not make any alterations or additions (including the erection of any signs advertisements and notices) to *The Property* nor will *The Tenant* make any Planning Applications in respect of *The Property* without *The Landlord's* consent.

(k) *The Tenant* takes *The Property* in its existing state and condition (as is evidenced by the photographs and Schedule of Condition attached hereto) and will at its expense keep all drains and other services to *The Property* clean and clear and in proper working condition and will whenever it becomes necessary undertake such repair decoration and maintenance works as may be appropriate and necessary so as to at all times result in *The Property* being kept in no worse state and condition than is evidenced by the Schedule of Condition and will at all times keep *The Property* properly fenced and gated and secured against unauthorised entry and will at the end of this lease (howsoever determined) return *The Property* to *The Landlord* in such state and condition and if *The Property* is in the nature of a building or comprises anything other than unfenced and/or unsecured open hardstanding and on the termination date of this Lease an external and internal inspection of *The Property* and its surrounding walls fences doors and gates by *The Landlord* (at which inspection *The Tenant* shall be entitled to attend but which inspection and list of necessary work shall not be invalidated by the non attendance of *The Tenant)* reveals any damage or defects or needs for repair or replacement then *The Landlord* may charge *The Tenant* for the cost of all such work that may be necessary and *The Tenant* shall pay to *The Landlord* the full amount of such charge within 14 days of such amount being demanded by *The Landlord* and if during the term of *The Lease The Tenant* shall fail within such reasonable time as shall be specified in a notice from *The Landlord* to carry out such works as may be specified in the notice as being necessary in order to bring *The Property* into a condition such as to comply with *The Tenant's* obligations in this Lease

then *The Landlord* may undertake the work itself and *The Tenant* shall pay to *The Landlord* the cost of such work within 14 days of such amount being demanded by *The Landlord*

(l) Unless the full cost is recoverable from *The Landlord's* Insurers *The Tenant* will reimburse to *The Landlord* the cost of repairing any damage caused to *The Property* or to any adjoining or nearby property of *The Landlord* in the event of damage either arising whilst *The Property* is in the control of *The Tenant* or in the event of damage being caused either by *The Tenant* or any of its employees or persons visiting *The Property* or as a result of *The Tenants* use and occupation of *The Property*.

(m) *The Tenant* is permitted right of passage (but not to park, obstruct or in any way cause damage or excessive wear & tear) jointly with others authorised by *The Landlord* across the roadway shown coloured blue on the plan and *The Tenant* will not obstruct the access to any adjoining property whether or not belonging to *The Landlord* and will only pass over such land outside the bounds of *The Property* across which *The Landlord* is entitled to right of access and across which access is necessary for the purpose of accessing *The Property*.

(n) *The Tenant* will allow *The Landlord* or anyone authorised by it to have access to *The Property* for the purposes of inspection and to repair or to maintain the neighbouring premises and to undertake any repairs to *The Property* which may be *The Landlord's* responsibility or which are not *The Tenant's* responsibility and to undertake any repair or maintenance or other works which under the terms of this Lease are *The Tenants* responsibility but for which *The Tenant* may be in default of its obligations. *The Tenant* will also permit *The Landlord* to maintain a board on the exterior of *The Property* relating to the sale, letting or re-development of *The Property*.

(o) *The Tenant* will pay to *The Landlord* by way of reimbursement and on an indemnity basis all costs and expenses which may be incurred by *The Landlord* both during and following expiry of the term hereby granted and which may be incurred (including any costs of any action necessary to secure possession following expiry of this Lease) as a result of any breaches by *The Tenant* of any of its obligations and covenants contained in this Lease or if there is any other reason for *The Landlord* to take action against *The Tenant* following the grant of this lease including all costs and expenses arising in or in contemplation of any action against *The Tenant.*

(p) *The Tenant* will pay the costs and disbursements of *The Landlord* and its Solicitor in respect of the preparation of this Lease and obtaining *The Court Order.*

(q) When *The Tenant* vacates *The Property* it will leave it in a totally clear and clean and tidy condition with all material of whatever nature (whether rubbish or otherwise) removed from *The Property* and any other adjoining property owned by *The Licensor* and will leave *The Property* in a condition which complies with all of *The Tenant's* obligations contained in this Lease.

(r) *The Tenant* agrees with *The Landlord* that the Schedule of Condition which is attached hereto represents a true and accurate description of the state of repair of the property as at the commencement of this Lease and *The Tenant* agrees with the *The Landlord* that at the expiration of this Lease it will return *The Property* to *The Landlord* in a state of repair no worse than is described in this Schedule and *The Landlord* furthermore agrees that if at the expiration of this Lease *The Property* is in a worse condition than is described in the Schedule of Condition then *The Tenant* will pay to *The Landlord* within 7 days from demand by *The Landlord* such sum as represents the cost that will have to be incurred by *The Landlord* for carrying out such work as may be necessary in order to bring *The Property* into a state of repair which shall be no worse than as described in the Schedule of Condition.

(s) *The Tenant* will within seven days of receipt of the same to give full particulars to *The Landlord* of any notice direction or order or proposal for a notice direction or order made or given or issued to *The Tenant* by any government department or local or public authority or other similar body and if so required by *The Landlord The Tenant* will produce and supply copies of the same to *The Landlord* and at *The Tenant's* expense without delay *The Tenant* will take all necessary steps to comply with the same and also at the request of *The Landlord The Tenant* will at its cost make or join with *The Landlord* in making such objections or representations relating to the same as *The Landlord* shall deem expedient

5(a) Any notice required to be served by *The Tenant* on *The Landlord* shall be sent to *The Landlord* at its Registered Office by Recorded Delivery Post and not by normal postal service or delivered by hand and it shall be deemed to be received by *The Landlord* two working days after the date of posting.

5(b) A notice to be served by *The Landlord* on *The Tenant* may either:

(i) be sent by Recorded Delivery Post addressed to *The Tenant* at *The Premises*, in which event the notice shall be deemed to be served two working days after the date of posting or alternatively

(ii) be satisfactorily served if delivered to and left at *The Premises* in which event the notice shall be served as at the time and date of delivery or leaving.

6. Following termination of this tenancy and after *The Tenant* has vacated *The Property The Landlord* will refund an appropriate pro-rata amount of all license fees that it may have originally been paid for any period after the date upon which *The Landlord* is entitled to payment but after deducting therefrom all other moneys to which *The Landlord* may be entitled under the terms of this tenancy.

7. It is agreed between *The Landlord* and *The Tenant* that *The Landlord* shall not be responsible for any damage howsoever caused that may occur to *The Tenant's* property and its vehicles or their drivers or their passengers or other staff or visitors of *The Tenant* whilst on *The Landlord's* property and all accesses thereto and that *The Property* and all accesses thereto are used entirely at *The Tenant's* own risk.

8. This lease is personal to *The Tenant* who shall not assign this lease or sublet either part or the whole or part with or share occupation or possession of either part or the whole of *The Property*.

9. *The Landlord* covenants with *The Tenant* that for so long as *The Tenant* does not contravene any of the Terms of this Lease *The Landlord* will allow *The Tenant* to possess and use *The Property* without interference from *The Landlord* or anyone deriving Title from *The Landlord*.

10. In the event of *The Tenant* committing any breach or breaches of its obligations under this Lease and *The Landlord* considers in its reasonable opinion that it would be detrimental to its interests as a prudent landlord to accept rent or other monies from *The Tenant* (with the resultant risk of *The Landlord* automatically waiving any such breach or breaches) until such breach or breaches have been rectified *The Tenant* shall be liable to pay to *The Landlord* upon demand interest upon such rent or other monies at the Prescribed Rate of Interest from the due dates for payment of such rent or other monies until the date of actual receipt by *The Landlord* of the same (following the remedying of any such breach or breaches or *The Landlord* subsequently agreeing to waive the same) and all interest shall be calculated on a compound basis with quarterly rests taken on the usual quarter days

11. Both *The Landlord* and *The Tenant* agree that without prejudice to any claims that *The Landlord* may have against *The Tenant, The Landlord* shall be entitled to immediately determine this Lease on written Notice to *The Tenant* whenever *The Tenant*:

(a) Is 14 days late in paying any rent even if it was not formally demanded
(b) Has not complied with any obligations in this Lease
(c) Goes into liquidation or if a Receiver is appointed or any Administration Order is made in respect of *The Tenant*.

12. Any dispute arising as between *The Tenant* and the tenants or occupiers or any adjacent or neighbouring premises belonging to *The Landlord* as to any easement right or privilege enjoyed or used in common shall be decided by *The Landlord's* Surveyor whose decision shall be binding upon all parties to the dispute

13. By *The Court Order* Sections 24 to 28 of The Landlord and Tenant Act 1954 which relate to the continuation and renewal of tenancies do not apply to the term created by this Lease.

14. *The Tenant* is not entitled to any compensation under Section 37 of The Landlord and Tenant Act 1954 upon the expiration or sooner determination of this Lease.

PROVIDED ALWAYS that **AND IT IS HEREBY AGREED** that notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to *The Landlord* it shall be lawful for *The Landlord* at any time after the occurrence of any of the following events to re-enter upon *The Demised Premises* or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of *The Landlord* in respect of any breach non-observance or non-performance of any of *The Tenant's* covenants or any conditions herein contained:-

(a) if the rent reserved or any part thereof or any additional rents shall be unpaid for fourteen days after becoming due for payment (whether formally demanded or not)
(b) if any covenant on *The Tenant's* part or condition herein contained shall not be performed or observed
(c) if *The Tenant* (or if there shall be more than one Tenant any of them) shall enter into composition with their creditors or suffer any distress or execution to be levied on its or their goods
(d) if *The Tenant* (or any one party included within the definition of *The Tenant*) becomes insolvent and for the purposes of this clause "insolvent" shall mean:-
(i) it is deemed unable to pay its debts as defined in Section 123 (2) of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this clause) or
(ii) a proposal is made for a voluntary arrangement under Part I of the Act or
(iii) a petition is presented for an Administration Order under Part II of the Act or
(iv) a Receiver or Manager is appointed whether under Part III of the Act (including an Administrative Receiver) or otherwise or
(v) it goes into liquidation as defined in Section 247 (2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or re-construction while solvent) or
(vi) passes a Resolution for its winding up or
(vii) a provisional Liquidator is appointed under Section 135 of the Act or
(viii) a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985

SIGNED AND DELIVERED as a Deed by

* *Delete as appropriate*

*Executed by
F G BARNES & SONS LIMITED (the Tenant)
as a Deed

*The Common Seal of
F G BARNES & SONS LIMITED (the Tenant)
was hereunto affixed in the presence of:-

[redacted]

Director

[redacted]

Director/Secretary

*Executed by
VANSTIAN LIMITED (the Landlord)
as a Deed

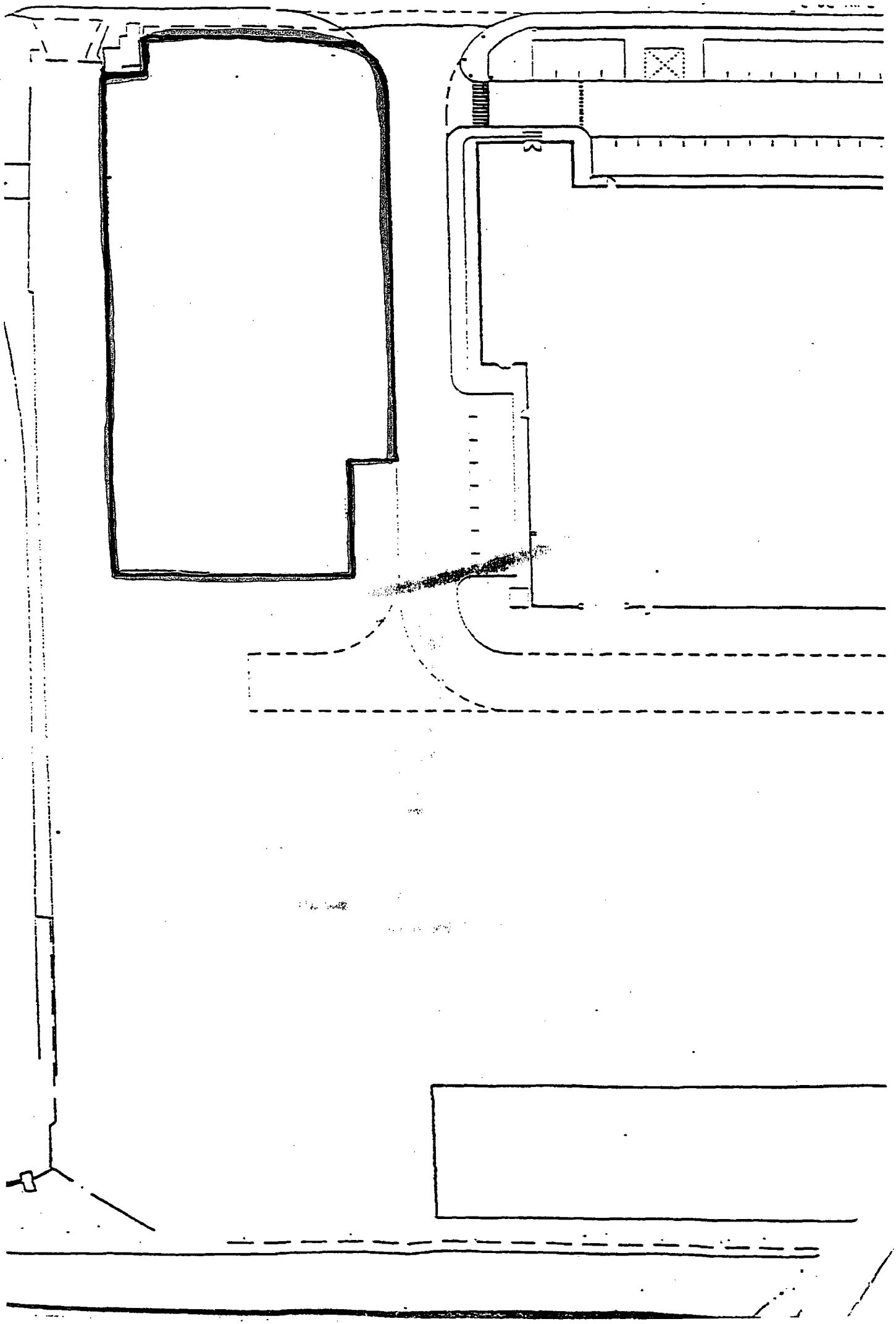
*[redacted]ommon Seal of
[redacted]IAN LIMITED (the Landlord)
[redacted]unto affixed in the presence of:-

[redacted]

Director

[redacted]

Director/Secretary



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THIS LEASE is made on the 14th day of January 1999

BETWEEN

OUR DISTRICT COUNCIL
PLANNING DIVISION
PLAN No. Ard058567
DATE 24 SEP 2007

THE LANDLORD and whoever for the time being owns the interest in the property which gives the right to possession of it when this Lease ends and

THE TENANT

Throughout this Lease the words printed in Italics and which are listed in Column 1 of the Schedule below shall have the meanings described against them in Column 2 of the Schedule

COLUMN 1	COLUMN 2
The Landlord	Vanstian Limited (Company Registration Number 1230158) whose registered office is at Brookfield, Lyminster Road, Lyminster, West Sussex BN17 7QN
The Tenant	F G Barnes & Sons Limited (Company Registration Number 00320732) whose registered office is at Ockford Motor Works, Portsmouth Road, Ockford, Godalming, Surrey GU7 2JL
The Property	such location at Dolphin Road, Shoreham by Sea, as may from time to time be advised by *The Licensor* to the *The Licensee* and which shall initially be the position shown edged and hatched red on the attached plan
The Rent	£20,000 per annum
The Rent Payment Dates	25th March 24th June 29th September 25th December
The Commencement Date	14th January 1999
The Expiry Date	25th December 2000
The Earliest Date for Landlord's Determination	25th December 1998
The Landlord's Determination Period	2 Calendar Weeks
Earliest Date for Tenant's Determination	24th June 1999
Tenant's Determination Period	3 Calendar Months
The Authorised Use	Parking of private motor vehicles and non HGV commercial vehicles in the position shown on the attached plan
Court Order	Is an Order of the (BRIGHTON) County Court dated (8th January 1999)

G:\00p-man\15-vanstian\15-F.G.BARNES&SONS

BN F08460

The Landlord demises to *The Tenant The Property* subject to the following terms and conditions.

1. This Lease is for a term running from *The Commencement Date* to expire on *The Expiry Date* (unless determined earlier in accordance with the other provisions of this Lease) whereupon *The Tenant* will peacefully and quietly yield up to *The Landlord The Property* in accordance with its Covenants herein contained and will immediately pay to *The Landlord* all moneys due to *The Landlord* in accordance with *The Tenant's* Covenants herein contained plus such further sums of money as shall reasonably represent the costs and expenses which *The Landlord* may have to incur in order to bring *The Property* into such condition as complies with *The Tenant's* Covenants herein contained.

2. *The Landlord* shall be entitled to serve Notice on *The Tenant* which will have the effect of determining this Lease on the date stated in *The Landlord's* notice provided that *The Landlord* shall not be entitled to determine the Lease earlier than *The Earliest Date for Landlord's Determination* and any notice to determine by *The Landlord* shall be served on *The Tenant* on a date which shall be earlier than the proposed date for determination by at least *The Landlord's Determination Period*, PROVIDED however that in the event of *The Tenant* being in breach of any of its Covenants in this Lease then *The Landlord* shall be entitled to serve on *The Tenant* a Notice which will have the effect of determining this Lease 7 days following the date on which the notice is served on *The Tenant.*

3. *The Tenant* shall be entitled to serve notice on *The Landlord* which will have the effect of determining this Lease on the date stated in *The Tenant's* notice provided that *The Tenant* shall not be entitled to determine the Lease earlier than *The Earliest Date for Tenant's Determination* and any such notice shall be served on *The Landlord* on a date which shall be earlier than the proposed date for determination by at least *The Tenant's Determination Period.*

4. *The Tenant* hereby covenants with *The Landlord* as follows:-

(a) To pay to *The Landlord The Rent* (plus Value Added Tax as appropriate) in advance on *The Rent Payment Dates* but the proportion of *The Rent* from *The Commencement Date* up to the next *Rent Payment Date* is to be paid on or before the date of this Lease.

(b) If required by *The Landlord The Tenant* will pay *The Rent* by Bankers Order.

(c) *The Tenant* will pay to *The Landlord* by way of additional rent within 7 days from receipt of a Demand such amount as may be incurred by *The Landlord* for insuring *The Property* against all insurable risks.

(d) *The Tenant* shall make payment direct to the Service Authorities for the cost of all services and supplies used or enjoyed by *The Tenant* and which may be separately metered and charged by the Authority direct to *The Tenant* BUT in the event of the Services being charged to *The Landlord* and/or in the event of the Services being supplied by a communal meter then *The Tenant* will reimburse to *The Landlord* within 7 days from receipt of a demand such charge as *The Landlord's* Surveyor shall in its absolute discretion calculate to be the fair proportion of the cost of Service enjoyed by *The Tenant.*

(e) *The Tenant* will reimburse to *The Landlord* a fair proportion of all costs (if any) that may be incurred by *The Landlord* in maintaining and cleansing and lighting any common areas over which *The Tenant* may gain access to *The Property.*

(f) If *The Rent* or any other moneys which are payable to *The Landlord* under this Lease are not received by *The Landlord* within 7 days from the due date then *The Tenant* will pay to *The Landlord* by way of additional rent interest calculated from the due date to the date of payment at whichever is the greater of either 13% per annum or 5% per annum over Barclays Bank plc Base Rate in each case with interest being compounded on quarterly rests on the usual quarter days.

(g) Throughout the term of this Lease *The Tenant* will pay all rates, Council Tax and other outgoings in respect of *The Property*

(h) *The Tenant* will not do or permit anyone else to do anything to prejudice *The Landlord's* Insurance on *The Property* or any adjoining or neighbouring property owned by *The Landlord* nor will *The Tenant* do anything whereby the normal rate of Insurance shall be increased.

(i) *The Tenant* will only use *The Property* for *The Authorised Use* although *The Landlord* gives no warranty as far as Planning Legislation is concerned with regard to *The Authorised Use* and *The Tenant* will at all times observe and comply with the provisions of or imposed under any Statute, Licence or Regulation relating to or permitting the use of *The Property* for the purpose for which it is being used and *The Tenant* will comply with the requirements of any competent Authority in that connection and *The Tenant* will at it's own expense do all that is necessary to obtain, maintain and renew all Licences and Registrations required by Law for *The Authorised Use* of *the Property*.

(j) *The Tenant* will not make any alterations or additions (including the erection of any signs advertisements and notices) to *The Property* nor will *The Tenant* make any Planning Applications in respect of *The Property* without *The Landlord's* consent.

(k) *The Tenant* takes *The Property* in its existing state and condition and will keep *The Property* in such state and condition and will at all times keep *The Property* properly secured against unauthorised entry.

(l) Unless the full cost is recoverable from *The Landlord's* Insurers *The Tenant* will reimburse to *The Landlord* the cost of repairing any damage caused to *The Property* or to any adjoining or nearby property of *The Landlord* in the event of damage being caused either by *The Tenant* or any of its employees or persons visiting *The Property* or as a result of *The Tenants* use and occupation of *The Property*.

(m) *The Tenant* will allow *The Landlord* or anyone authorised by it to have access to *The Property* for the purposes of inspection or to repair or to maintain the neighbouring premises or to undertake any repairs which may be *The Landlord's* responsibility. *The Tenant* will also permit *The Landlord* to maintain a board on the exterior of *The Property* relating to the sale, letting or re-development of *The Property*.

(n) *The Tenant* will pay to *The Landlord* by way of reimbursement and on an indemnity basis all costs and expenses which may be incurred by *The Landlord* both during and following expiry of the term hereby granted and which may be incurred as a result of any breaches by the tenant of any of its obligations and covenants contained in this Lease (including any costs of any action necessary to secure possession following expiry of this Lease) as a result of any breaches by *The Tenant* of any of its obligations and covenants contained in this Lease or if there is any other reason for *The Landlord* to take action against *The Tenant* following the grant of this lease including all costs and expenses arising in or in contemplation of any action against *The Tenant*.

(o) *The Tenant* will pay the costs and disbursements of *The Landlord* and its Solicitor in respect of the preparation of this Lease and obtaining *The Court Order*.

(p) *The Tenant* will not make any alterations or additions (including the erection of any signs advertisements and notices) to *The Property* nor will *The Tenant* make any Planning Applications in respect of *The Property* without *The Landlord's* prior written consent.

5(a) Any notice required to be served by *The Tenant* on *The Landlord* shall be sent to *The Landlord* at its Registered Office by Recorded Delivery Post and not by normal postal service or delivered by hand and it shall be deemed to be received by *The Landlord* two working days after the date of posting.

5(b) A notice to be served by *The Landlord* on *The Tenant* may either:

(i) be sent by Recorded Delivery Post addressed to *The Tenant* at *The Premises*, in which event the notice shall be deemed to be served two working days after the date of posting or alternatively

(ii) be satisfactorily served if delivered to and left at *The Premises* in which event the notice shall be served as at the time and date of delivery or leaving.

6. Following termination of this tenancy and after *The Tenant* has vacated *The Property The Landlord* will refund an appropriate pro-rata amount of all license fees that it may have originally been paid for any period after the date upon which *The Landlord* is entitled to payment but after deducting therefrom all other moneys to which *The Landlord* may be entitled under the terms of this tenancy.

7. It is agreed between *The Landlord* and *The Tenant* that *The Landlord* shall not be responsible for any damage howsoever caused that may occur to *The Tenant's* property and its vehicles or their drivers or their passengers or other staff or visitors of *The Tenant* whilst on *The Landlord's* property and all accesses thereto and that *The Property* and all accesses thereto are used entirely at *The Tenant's* own risk.

8. This lease is personal to *The Tenant* who shall not assign this lease or part with or share occupation or possession of either part or the whole of *The Property*.

9. *The Landlord* covenants with *The Tenant* that for so long as *The Tenant* does not contravene any of the Terms of this Lease *The Landlord* will allow *The Tenant* to possess and use *The Property* without interference from *The Landlord* or anyone deriving Title from *The Landlord*.

10. Both *The Landlord* and *The Tenant* agree that without prejudice to any claims that *The Landlord* may have against *The Tenant*, *The Landlord* shall be entitled to immediately determine this Lease on written Notice to *The Tenant* whenever *The Tenant*:

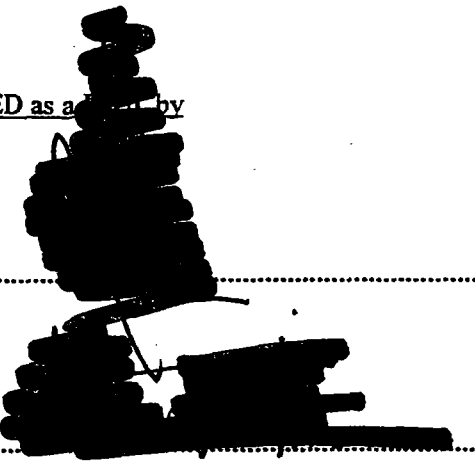
(a) Is 14 days late in paying any rent even if it was not formally demanded
(b) Has not complied with any obligations in this Lease
(c) Goes into liquidation or if a Receiver is appointed or any Administration Order is made in respect of *The Tenant*.

11 By *The Court Order* Sections 24 to 28 of The Landlord and Tenant Act 1954 which relate to the continuation and renewal of tenancies do not apply to the term created by this Lease.

12. *The Tenant* is not entitled to any compensation under Section 37 of The Landlord and Tenant Act 1954 upon the expiration or sooner determination of this Lease.

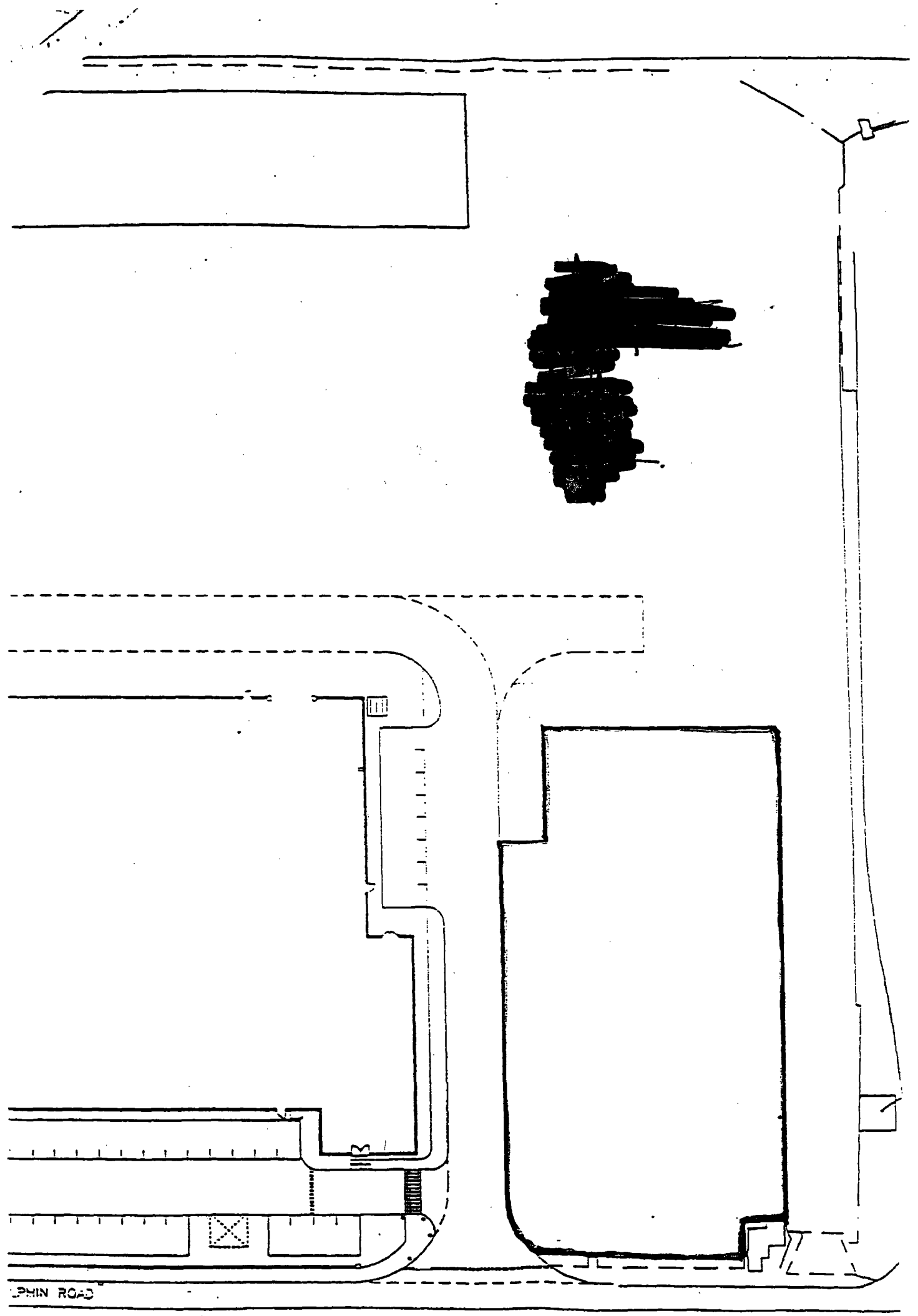
13. *The Tenant* will pay the costs and disbursements of *The Landlord's* Solicitor in respect of obtaining the *Court Order*.

SIGNED AND DELIVERED as a [redacted] by



Director
For and on behalf of
The Landlord.....

For and on behalf of
The Tenant.....


PHIN ROAD

116217/4

DATED 18th January 1996

HARGREAVES PROPERTIES LIMITED

- to -

BOC LIMITED

PLANNING DIVISION
PLAN No. A0105856A
DATE RECEIVED 24 SEP 2007

Counterpart

LEASE

- of -

High Bay Warehouse and Yard Area
at Dolphin Works Dolphin Road
Shoreham-by-Sea West Sussex

Term begins	:	19.12.1995
Years	:	2
Expires	:	18.12.1997
Rent	:	£60,000.00 p.a. (plus VAT and additional rents)

CHRISTOPHER DAVIS
6 WOODLAND CLOSE
CLAPHAM
WORTHING
WEST SUSSEX
BN13 3XR

Sur LPT A 31/1 151/14

THIS LEASE is made the Eighteenth day of January One thousand nine hundred and ninety ~~five~~ six **BETWEEN**

(1) HARGREAVES PROPERTIES LIMITED (English Company Number 794877) whose registered office is situate at Brookfield Lyminster Road Lyminster West Sussex BN17 7QN (hereinafter called "the Landlord") and

(2) BOC LIMITED (English Company Number 337663) whose registered office is situate at Chertsey Road Windlesham Surrey GU20 6HJ (hereinafter called "the Tenant")

WITNESSETH as follows:-

1. INTERPRETATION

In this Lease where the context so admits the following expressions shall have the following meanings respectively that is to say:-

"the Landlord" means the Landlord hereinbefore named or such other person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created

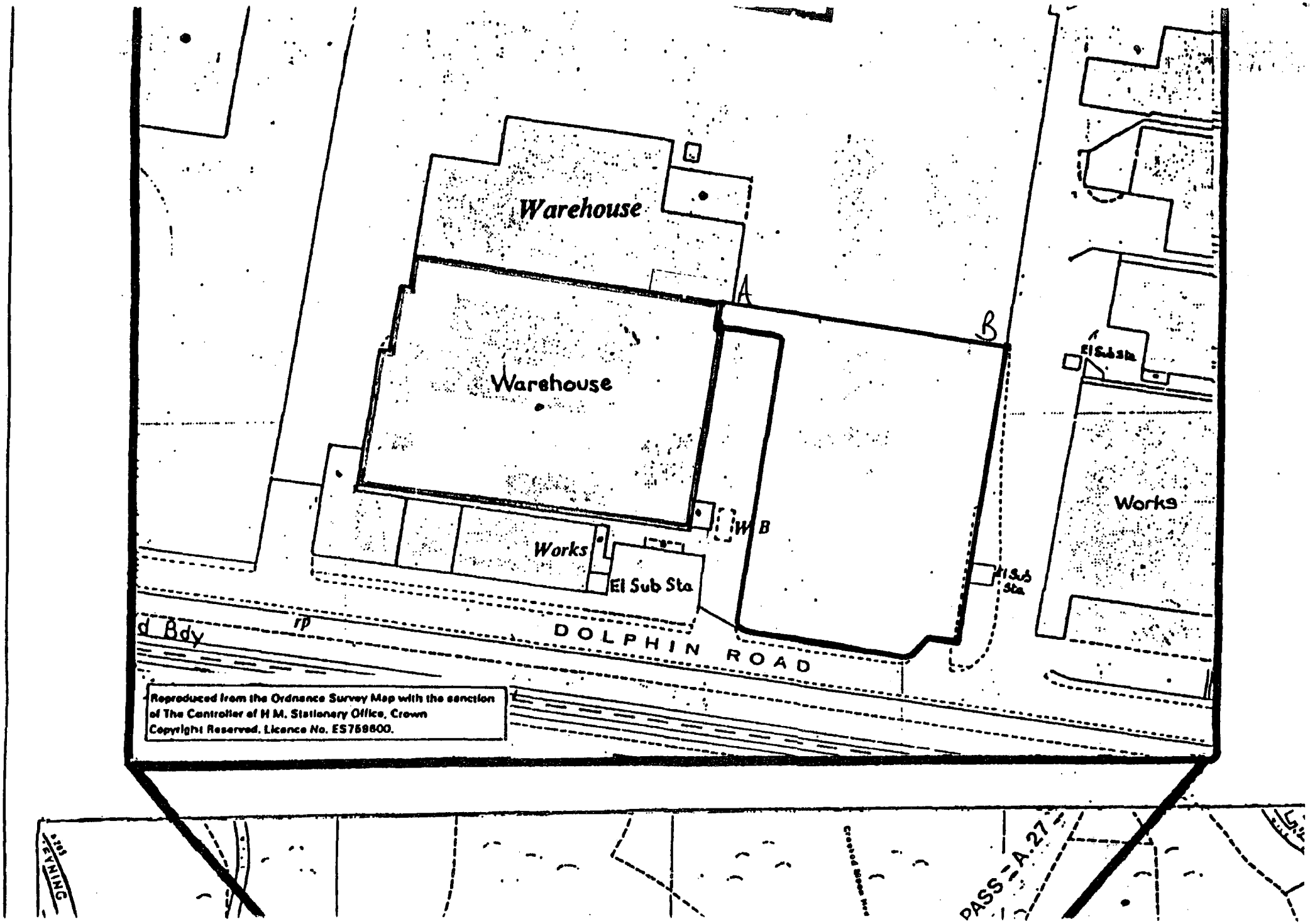
"the Tenant" means the Tenant hereinbefore named

"the Plan" means the Plan marked 'A' annexed hereto

"the Estate" means the Landlord's Estate known as Dolphin Works Dolphin Road Shoreham-by-Sea West Sussex and the curtilage thereof

"the Demised Premises" mean the land situated at the southern side of the Estate shown for identification purposes only edged red on the Plan together with the building or buildings erected thereon and all Landlord's fixtures and fittings included therein

"the Term" means TWO YEARS from and including the 19th day of December One thousand nine hundred and ninety five


Warehouse
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DOLPHIN ROAD
Reproduced from the Ordnance Survey Map with the sanction of The Controller of H M. Stationery Office, Crown Copyright Reserved. Licence No. ES759600.
PASS - A.27

(determinable as hereinafter mentioned)

"the Basic Rent" means the sum of SIXTY THOUSAND POUNDS (plus Value Added Tax)

"the Additional Rents" mean:-

(1) a sum representing a fair and reasonable proportion of the annual premiums payable on all policies from time to time effected by the Landlord in insuring the Estate against the Insured Risks

(2) the Electricity Costs

(3) the Water Costs

(4) any interest chargeable under the provisions of this Lease

(5) all expenses costs fees and other sums incurred under the provisions of the sub-clauses of this Lease headed LANDLORDS COSTS

(6) any additional insurance premiums payable by the Tenant arising under the provisions of the sub-clause of this Lease headed INSURANCE

"the Permitted Use" means for the Assembly Storage and distribution of High vacuum products

"the Main Structure" means the structure of the building or buildings on the Demised Premises and boundary walls and fences external drains and other external services of the Demised Premises

"the Insured Risks" mean (subject to such exclusions and limitations as are imposed by the Insurers) such insurable risks against which the Landlord shall deem it desirable or expedient to insure (together with related professional fees and two years loss of rent)

"the Electricity Costs" mean the costs and expenses incurred by the Landlord of the Electricity supply to the

Demised Premises such costs and expenses to be reasonably determined by the Landlord based on the Electricity Company's supply cost to the Landlord

"Water Costs" mean the costs and expenses incurred by the Landlord for the Water supplied to the Demised Premises such costs and expenses to be reasonably determined by the Landlord based on the Water Company's supply cost to the Landlord

"Standard of Repair" means the condition of the Demised Premises at the date of this Lease as evidenced by the video and photographic record prepared by the Tenant and agreed between the parties prior to completion of this Lease

"to Repair" means (whenever such works are necessary) to make good any damage caused by the Tenant to the Demised Premises (including the Main Structure) and to the yard areas in a proper and workmanlike manner and to the Standard of Repair to the reasonable satisfaction of the Landlord's Surveyor All such works to be to a style similar to the original construction and using where possible new materials identical to those used in the original construction of the Demised Premises and which shall in any event first be approved in writing by the Landlord (such approval not to be unreasonably withheld) And to make good any damage caused to the Landlord's fixtures fittings and appurtenances at any time during or at the expiration of the Term (however determined) to the Standard of Repair

"Re-instatement Works" means:-

(1) the removal from the Demised Premises of all:-

(a) furniture furnishings loose equipment chattels and possessions and all other items not provided originally by the Landlord

(b) signs and advertisements installed by the Tenant

(c) Tenant's fixtures and fittings

(d) alterations and additions made to the Demised Premises

(2) the proper making good of the Demised Premises following all of the aforementioned works

(3) such repair works (separately defined to ensure a proper standard of workmanship and materials) as shall be necessary in order to leave the Demised Premises in a condition that is no less than the Standard of Repair

All of which aforesaid works and making good shall be carried out in a good and workmanlike manner to the satisfaction of the Landlord's Surveyor and to a style similar to the original construction and using where possible new materials identical to those used in the original construction of the Demised Premises and which shall in any event first be approved in writing by the Landlord such approval not to be unreasonably withheld

"Prescribed Rate of Interest" means interest at the rate of four per cent above Barclays Bank PLC's base rate for the time being with a minimum rate of ten per cent at any time (or if Barclays Bank PLC shall cease to exist such other bank as shall be named by the Landlord or if base rate shall cease to exist then there shall be substituted such other published rate of interest as shall either exist in substitution thereof or otherwise such other rate as shall be as near to that compared with the base rate) and all interest shall be calculated on a compound basis with quarterly rests taken on the usual quarter days

2. DEMISE AND RENT RESERVATION

In consideration of the rents and Tenant's covenants hereinafter reserved and contained the Landlord HEREBY DEMISES unto the Tenant the Demised Premises TOGETHER WITH the rights contained or referred to in the SCHEDULE OF RIGHTS hereto and EXCEPTING AND RESERVING unto the Landlord

and others the easements rights and privileges specified in the SCHEDULE OF RESERVATIONS hereto TO HOLD the Demised Premises unto the Tenant during the Term SUBJECT to the proviso for re-entry hereinafter contained YIELDING AND PAYING THEREFORE unto the Landlord during the Term yearly and proportionately for any fraction of a year the rents set out hereunder

(a) the Basic Rent (Such rent to be paid by equal quarterly payments in advance on the usual quarter days in every year) the first payment or proportionate part thereof being due on the 25th day of December 1995 and to be paid on the execution hereof for the period from the 25th day of December 1995 until the next quarter day following the date hereof

(b) the Additional Rents (Such rents to be payable from the Nineteenth day of December One thousand nine hundred and ninety five) as determined in accordance with the provisions of this Lease by the Landlord or its Surveyor and to be paid to the Landlord within ten days of demand (except as otherwise provided)

3. TENANTS COVENANTS

The Tenant HEREBY COVENANTS with the Landlord as follows:-

(1) TO PAY RENT

(a) To pay the reserved rents at the times and in manner aforesaid without any deduction whatsoever except as authorised by any statutory enactment for the time being in force

(b) To arrange for payment of the Basic Rent to be effected on the due dates by Banker's Standing Order

(2) INTEREST

If any of the reserved rents or other monies payable by the Tenant pursuant to the terms of this Lease shall be due but unpaid to pay interest thereon at the Prescribed Rate of Interest from the date they became due until the date of receipt by the Landlord of such rents or other monies (which

interest rate shall apply before as well as after and notwithstanding any judgement of the Court) Provided that this clause shall not prejudice any other right or remedy in respect of such reserved rents or other monies

(3) TO PAY RATES AND TAXES

To pay and discharge all existing and future rates taxes assessments outgoings duties and impositions whatsoever payable by law in respect of the Demised Premises or any part thereof by the owner or occupier thereof including (in addition to the Electricity Costs and the Water Costs) all other charges in respect of water gas electricity and telecommunications used or consumed at the Demised Premises

(4) TO REPAIR AND MAINTAIN

(a) To Repair the Demised Premises (damage in all such cases from any of the Insured Risks excepted so long as the policy of insurance effected by the Landlord shall not have been vitiated or payment of any policy monies refused in whole or in part by reason of any act neglect or default of the Tenant its servants agents or licensees)

(b) To maintain and cleanse the toilets referred to in Clause 4 (c) of the Schedule of Rights

(c) To Repair the yard areas coloured green and edged blue on the Plan or such other area as may be substituted therefor in accordance with Clause 7 of the Schedule of Reservations

(5) PROVISION OF LANDLORD'S CHECK METER

If required by the Landlord the Tenant shall reimburse the Landlord for the cost of providing an electricity supply check meter to serve the Demised Premises (but no such check meter shall be required if the Tenant exercises its rights under Clause (3) of the Schedule of Rights)

(6) TO COMPLY WITH STATUTORY REQUIREMENTS AND TO INDEMNIFY THE LANDLORD

At all times to observe and comply with the provisions of or imposed under any statute licence or regulation relating to or permitting the use of the Demised Premises for the

purpose for which they are for the time being used and the requirements of any competent authority in that connection and at the expense of the Tenant to do all that is necessary to obtain maintain and renew all licences and registrations required by law for the use of the Demised Premises for that purpose

(7) NOTICES RECEIVED

Within seven days of receipt of the same to give full particulars to the Landlord of any notice direction or order or proposal for a notice direction or order made or given or issued to the Tenant by any government department or local or public authority and if so required by the Landlord to produce and supply copies of the same to the Landlord AND at the Tenant's expense without delay to take all necessary steps to comply with the same AND ALSO at the request of the Landlord and at the cost of the Tenant to make or join with the Landlord in making such objections or representations relating to the same as the Landlord shall deem expedient

(8) TO PERMIT ENTRY TO EXAMINE AND DO REPAIRS

To permit entry to the Demised Premises or any part thereof at all reasonable hours in the daytime on reasonable prior notice being given (or without prior notice in emergency)

(a) by the Landlord to view the same to examine the state of condition thereof and to make an inspection which may be required for the purposes of the Landlord and Tenant Acts 1927 and 1954 or any other enactments for the time being affecting the Demised Premises or any adjoining or neighbouring property owned by the Landlord and for any other purpose connected with the interest of the Landlord in the Demised Premises for its disposal charge or demise In case any defects disrepair or unauthorised alterations or additions shall then be found for which the Tenant is liable under the covenants on its part herein contained the Tenant will upon notice execute all repairs relacements removals or other works required within a reasonable period

after such notice to the reasonable satisfaction of the Landlord and in case of default it shall be lawful for workmen or agents of the Landlord to enter the Demised Premises and execute all necessary works and all expenses incurred shall on demand be paid by the Tenant to the Landlord and be recoverable as if the same were rent in arrear

(b) by the Landlord and (with the previous authority of the Landlord) the tenants and occupiers of any adjoining or neighbouring premises so as to execute repairs decorations or alterations to the Landlord's adjoining or neighbouring premises and which cannot otherwise reasonably be executed without such entry and to empty cleanse renew or repair any of the sewers drains gutters or services belonging to the Demised Premises and such adjoining or neighbouring premises

(c) by the Surveyors Agents Contractors and workmen of the respective parties hereby permitted or so authorised to enter together with appliances

Provided that on the exercise of such rights as little interference as possible to the Tenants business and as little damage as possible to the Demised Premises shall be caused and any such damage shall be made good as soon as is practicable

(9) REFUSE ETC.

At all times during the Term and notwithstanding the Tenants obligation to yield up the Demised Premises at the end or sooner determination of the Term in accordance with its covenants hereunder the Tenant will keep and leave the Estate completely free of all of its rubbish debris and possessions of whatsoever kind

(10) RE-LETTING

To permit the Landlord or its agents at any time during the term to affix and retain without interference upon any suitable part of the Demised Premises a notice for re-letting or selling the same AND to permit all persons

with written authority from the Landlord or its agents to enter upon and view the Demised Premises at all reasonable times of the day without interruption

(11) LANDLORD'S COSTS

To pay to the Landlord on an indemnity basis all necessary and proper costs expenses and fees (including bailiff's fees) incurred by the Landlord (and where applicable as between Solicitor and own client)

(a) In or in contemplation of any proceedings relating to the Demised Premises whether or not under Section 146 or 147 of the Law of Property Act 1925 or the preparation and service of a notice thereunder (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served on the Tenant has been complied with or the Tenant has enjoyed relief under the provisions of the Act or forfeiture is avoided otherwise than by relief granted by the Court) and to keep the Landlord fully and effectively indemnified against all costs expenses claims and demands whatsoever in respect of such proceedings

(b) In connection with the recovery of any arrears of rent or the Additional Rents

(c) In connection with every application for consent made under this Lease

(12) INSURANCE

(a) Not to do or omit or allow to be done or omitted any act matter or thing whatsoever whereby any policy or insurance effected in respect of the Demised Premises or any adjoining or neighbouring premises of the Landlord or any associated or subsiduary companies of the Landlord may become void or voidable or the premiums payable for such insurance increased

(b) To the extent that any insurance premium payable in respect of the Demised Premises or any such adjoining or neighbouring premises is increased by

any use act or omission of the Tenant in relation to the Demised Premises to pay the Landlord on demand the amount of such increase

(c) To indemnify the Landlord against any uninsured loss which may be suffered by the Landlord as a result of any claim made against the Landlord by virtue of the Tenant's use of the Demised Premises

(d) to comply with the requirements and recommendations of the Landlord's insurers of which the Tenant receives notice AND NOT to store in the Demised Premises any specially inflammable or any explosive combustible or deleterious substance

(13) PROHIBITION AGAINST ADDITIONS AND ALTERATIONS WITHOUT LANDLORDS CONSENT IN WRITING

Not (save as hereafter provided) to make any additions or alterations whatsoever to the Demised Premises PROVIDED THAT subject to the Tenant obtaining the Landlords prior consent in writing the Landlord will not unreasonably withhold its consent in respect of alterations or additions to the interior of the Demised Premises of a non-structural nature only PROVIDED FURTHER that the Landlord shall be supplied at the Tenant's expense with all information in respect of the proposed alterations or additions including plans and specifications and in addition a written schedule together with video and photographic records of the Standard of Repair of the Demised Premises prior to such alterations (to ensure that the Demised Premises are reinstated to the same Standard of Repair that they were in prior to the carrying out of such alterations or additions)

(14) PERMITTED USER

Not to use the Demised Premises except for the Permitted Use

(15) ADVERTISING SIGNS AND POSTERS

Not without the previous written consent of the Landlord to place display permit or suffer to be in or upon the exterior of the Demised Premises or any part thereof any aerial signboard advertisement hoarding placard notice poster display of lights or other object or notification whatsoever

other than sign boards displaying the name and business of the Tenant

(16) NUISANCE

(a) Not to do or permit or suffer to be done in or upon the Demised Premises or any part thereof anything which shall or may be or become or cause a nuisance damage annoyance inconvenience disturbance injury or danger to the Landlord or the owners lessees or occupiers of the adjoining or neighbouring premises and to keep the Landlord fully and effectually indemnified against all actions proceedings damages costs expenses claims and demands whatsoever arising in consequence of any breach of this covenant

(b) Not to deposit or allow anyone to deposit any rubbish on the Demised Premises except in proper containers nor in any part of the Estate or the accesses leading thereto

(17) PROHIBITION - ASSIGNMENTS AND UNDERLETTINGS

Not to assign underlet or otherwise part with possession or share occupation of the whole or any part of the Demised Premises Provided that the Tenant may share the occupation of the whole or any part of the Demised Premises with a company which is a member of the same group as the Tenant (within the meaning of Section 42 of the Landlord and Tenant Act 1954) for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate and subject to the Tenant notifying the Landlord of the name of any such occupant

(18) DRAINS

Not to obstruct or permit the obstruction of any pipes including the drains in or under the Demised Premises

(19) REGULATIONS

To observe all regulations made from time to time by the Landlord in connection with its management of the Estate provided they do not restrict access to the Demised Premises

(20) VALUE ADDED TAX

To pay to the Landlord any Value Added Tax legally payable in respect of all monies to be paid by the Tenant hereunder

(21) LEGAL FEES

To pay on the grant of this Lease the sum of £500 plus Value Added Tax as a contribution towards the Landlord's legal costs for the grant of this Lease together with the stamp duty on the Counterpart hereof

(22) CONSTRUCTION OF FENCE

To construct immediately upon the grant of this Lease at the Tenant's own cost a fence between the points marked A and B on the Plan (and in the event of the Landlord exercising its right to alter the area used by the Tenant in accordance with Clause (7) of the Schedule of Reservations hereto the Landlord to fence the allocated substituted area (using if possible the existing fencing erected by the Tenant)) such fence to be of a standard specified by the Landlord and if required by the Landlord to be removed either at the end of the Term or upon such other date as may be specified by the Landlord

(23) RE-INSTATEMENT

Prior to the expiration of sooner determination of the Term to commence and properly complete the Re-instatement Works PROVIDED THAT

(a) The Lessee shall not commence any Re-instatement Works before giving the Landlord at least one calendar month's prior notice of the Tenant's intention to commence the Re-instatement Works

(b) If the Landlord shall within one month from receipt of such Notice in accordance with Sub-clause (a) hereof notify the Tenant that it releases the Tenant in part or in whole from its obligation to undertake the Re-instatement Works then the Tenant shall not proceed with any such work for which it has been released from such obligation ("The Excepted Work")

(24) YIELDING-UP

At the expiration or sooner determination of the Term to Yield up the Demised Premises (the extent of which for the

purpose of this Sub-clause shall be deemed to include The Excepted Work) in such condition as will result from compliance with all of the Tenant's covenants under this Lease

4. THE Landlord HEREBY COVENANTS with the Tenant as follows:

(1) QUIET ENJOYMENT

That the Tenant paying the rents hereby reserved and observing and performing the covenants conditions and agreements on the part of the Tenant herein contained the Tenant may quietly hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or persons lawfully claiming under the Landlord

(2) INSURANCE

At all times during the said Term (unless the insurance so effected shall have become void or the policy monies refused by any reason of the default or neglect of the Tenant and its servants agents and licensees) to keep the Demised Premises insured against loss or damage by the Insured Risks

(3) MAIN STRUCTURE

To keep the main structure of the buildings wind and water tight

5. PROVIDED ALWAYS that AND IT IS HEREBY AGREED as follows:

(1) FORFEITURE AND RE-ENTRY

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord it shall be lawful for the Landlord at any time after the occurrence of any of the following events to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach non-observance or non-performance of any of the Tenant's covenants or any conditions herein contained:-

(a) if the rent reserved or any part thereof or any additional rents shall be unpaid for fourteen days

after becoming due for payment (whether formally demanded or not)

(b) if any covenant on the Tenant's part or condition herein contained shall not be performed or observed

(c) if the Tenant (or if there shall be more than one Tenant any of them) shall enter into composition with their creditors or suffer any distress or execution to be levied on its or their goods

(d) if the Tenant (or any one party included within the definition of the Tenant) becomes insolvent and for the purposes of this clause "insolvent" shall mean:-

(i) it is deemed unable to pay its debts as defined in Section 123 (2) of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this clause) or

(ii) a proposal is made for a voluntary arrangement under Part I of the Act or

(iii) a petition is presented for an Administration Order under Part II of the Act or

(iv) a Receiver or Manager is appointed whether under Part III of the Act (including an Administrative Receiver) or otherwise or

(v) it goes into liquidation as defined in Section 247 (2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or re-construction while solvent) or

(vi) passes a Resolution for its winding up or

(vii) a provisional Liquidator is appointed under Section 135 of the Act or

(viii) a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985

(2) <u>RENT TO ABATE IN CASE OF DAMAGE BY THE INSURED RISKS</u>

In case the Demised Premises or any part thereof shall be destroyed or damaged by any of the Insured Risks so as to be unfit for occupation and use and the policy of insurance shall not have been vitiated or payment of any of the policy monies refused in consequence of some act or default of the Tenant its servants or agents the rent or a fair proportion

thereof shall be suspended until the Demised Premises shall be rendered fit for occupation and use or if earlier the expiry of two years from the date of the damage or destruction PROVIDED that there shall be no obligation on the part of the Landlord to reinstate the Demised Premises in the event that the Tenant wishes to determine this Lease in accordance with Sub-clause (7) hereof

(3) DISPUTES

Any dispute arising as between the Tenant and the tenants or occupiers of any adjacent or neighbouring premises belonging to the Landlord as to any easement right or privilege enjoyed or used in common shall be decided by the Landlord's Surveyor whose decision shall be binding upon all parties to the dispute

(4) SERVICE OF NOTICES

(a) Any demand or notice requiring to be made given to or served on the Tenant during (or after) the Term (howsoever determined) shall be duly and validly made given or served either in accordance with Section 196 of the Law of Property Act 1925 or if sent by the Landlord or its agents by prepaid or hand delivered letter addressed to the Tenant (and if there shall be more than one of them then any one of them) at its or their registered office as is known to the Landlord at the time of service or in the case of an individual or individuals at his or their last known address or addresses or at the Demised Premises PROVIDED THAT in the event of the Landlord requiring to serve on the Tenant any notice hereunder during any period following this Lease having been disclaimed and prior to the same being vested in any person or company or a new lease being granted a notice shall be validly served if sent by the Landlord to any person or company who may notwithstanding the disclaimer have a continuing contractual obligation to the Landlord hereunder

(b) Any notice required to be given to the Landlord shall only be well and sufficiently given if sent by prepaid recorded delivery letter addressed to the Landlord at its

registered office or if an individual at his last known address

Any demand or notice shall be sent by First class post and shall be conclusively treated as having been made given or served two working days after posting

(5) RIGHT TO DEAL WITH OTHER PREMISES

Notwithstanding anything herein contained or consequent thereon and in derogation thereof the Landlord or its parent company or any associated or subsiduary companies of the parent company of the Landlord and all persons authorised by them shall have power without obtaining any consent from or making any compensation to the Tenant to deal as it or they or any of them may think fit with any adjoining or neighbouring premises and to erect or suffer to be erected on any part therof any buildings whatsoever and to make any alterations or additions and carry out any demolition or rebuilding as they may require and without prejudice to the generality of the foregoing whether or not such buildings alterations or additions affect or diminish the light or air which may now or at any time during the Term be enjoyed by the Tenant or occupiers of the Demised Premises PROVIDED ALWAYS that any damage caused thereby to the Demised Premises shall be made good as soon as reasonably practicable by the person exercising such right and that as little damage or disturbance to the Tenant as reasonably possible shall be caused

(6) WARRANTY

No warranty shall be deemed to be given by the Landlord that the use of the Demised Premises complies with Planning Legislation or Bye-Laws

(7) EARLY DETERMINATION

(a) If the Tenant so desires the Tenant may at any time before the 18th day of May 1997 ("the notice determination date") serve notice in writing upon the Landlord of its desire to determine this Lease by way of surrender and subject as hereinafter provided this Lease shall cease and be void on the 18th day of June 1997 but

without prejudice to any claim by the Landlord against the Tenant in respect of any antecedent breach of any of the Tenants covenants herein contained PROVIDED ALWAYS that the parties hereto hereby agree that the right to determine aforesaid is subject to the following:-

(i) the Tenant paying to the Landlord immediately prior to the 18th day of May 1997 all rental and other monies due for payment to the Landlord under the terms of this Lease up to the date that the surrender is intended to take effect

(ii) the Tenant handing back the Demised Premises on the 18th day of June 1997 in a condition which accords substantially with all of the Tenant's covenants contained herein including in particular (but without prejudice to all other clauses in this Lease) Clauses 3 (23) and (24) hereof

AND the Landlord shall be under no obligation to accept a surrender of this Lease as aforesaid unless sub-clauses (i) and (ii) hereof have been complied with

(b) The Landlord and the Tenant hereby agree that all of the dates contained in this clause (7) shall be time of the essence

(c) The Tenant shall only be entitled to serve a notice as referred to in sub-clause (a) hereof if at the date of the notice there are no monies owing under this Lease to the Landlord and no breaches of the Tenant's covenants hereunder outstanding (other than any of a minor nature that are capable of remedy before the proposed date of surrender)

(d) Upon service of the Tenants Notice the Landlord's and Tenant's Surveyors shall forthwith meet at the Demised Premises to agree a Schedule of Works (if any) which the Tenant shall carry out to comply with its obligations hereunder

(8) TENANT'S DEFAULT

In the event of the Tenant committing any breach or breaches of its obligations under this Lease and the Landlord considers in its reasonable opinion that it would be

detrimental to its interests as a prudent landlord to accept rent or other monies from the Tenant (with the resultant risk of the Landlord automatically waiving any such breach or breaches) until such breach or breaches have been rectified the Tenant shall be liable to pay to the Landlord upon demand interest upon such rent or other monies at the Prescribed Rate of Interest from the due dates for payment of such rent or other monies until the date of actual receipt by the Landlord of the same (following the remedying of any such breach or breaches or the Landlord subsequently agreeing to waive the same) and all interest shall be calculated on a compound basis with quarterly rests taken on the usual quarter days

(9) CERTIFICATE

The parties hereto hereby certify that there is no Agreement for Lease to which this Lease gives effect

(10) COURT ORDER

Having been authorised so to do by an Order of Brighton County Court on the Second day of January One thousand nine hundred and ninety-~~five~~ six under the provisions of Section 38(4) of the Landlord and Tenant Act 1954 (as amended) the parties hereto agree that the provisions of Sections 24 to 26 inclusive of that Act shall not apply to this Lease

(11) COMPENSATION

The Tenant is not entitled to any compensation under Section 37 of the Landlord and Tenant Act 1954 when this Lease expires except as may be provided for in the Court Order referred to in Sub-Clause (8) of this Clause

(12) CLAUSE HEADINGS

The clause headings hereto shall not affect in any way the construction of this Lease

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE OF RIGHTS above referred to

(1) SUPPORT

The right of support and protection for such parts of the Demised Premises as require the same from any adjoining or adjacent premises of the Landlord capable of providing such support and protection

(2) PASSAGE OF UTILITIES

The right to uninterrupted passage and running of water soil drainage gas electricity and telephone lines (in common with the Landlord and other tenants of the Estate and all other persons entitled thereto) through the sewers pipes drains cables wires or other conducting media of the Estate that are necessary to supply such services to the Demised Premises

(3) ELECTRICITY AND GAS SUPPLIES

The right (subject to observance by the Tenant of the terms of the Licence granted by the Landlord in this regard) for the Tenant to lay new gas and electricity supplies into the Demised Premises which will solely serve the Demised Premises The Tenant and those carrying out such work causing as little damage as possible to the land entered upon and forthwith making good any damage done

(4) USE OF COMMON PARTS

The right for the Tenant its agents employees and licensees in common with the Landlord and all other persons similarly entitled or authorised:-

(a) of access to and egress from the Demised Premises over such parts of the Estate in case of emergency only to use such fire escapes provided as the Landlord shall from time to time designate

(b) of access with vehicles to and from the Demised Premises from Dolphin Road over the accessway on the Estate leading thereto in connection with the Tenant's business PROVIDED THAT no obstruction is thereby caused and that this right is exercised in strict compliance with any Regulations made by the Landlord

(c) of access to and use of the lavatories and cloakrooms situated within the area shown coloured Yellow on the Plan

(5) RIGHT OF ENTRY

The right with the Landlord's prior consent and upon reasonable prior notice (except in emergency) given to the Landlord and all other persons afected thereby of access into and upon the adjacent premises forming part of the Estate as may be requisite and over which appropriate rights have been reserved to enable the Tenant to comply with the Tenant's obligations herein contained subject to the Tenant causing as little inconvenience as possible and making good any damage caused

(6) USE OF AREA SHOWN COLOURED GREEN

As from the 14th day of January 1996 until the expiration of the Term the exclusive use in connection with the Tenant's business of the area shown coloured Green on the Plan and the building thereon or such other area as may be substituted therefor in accordance with Clause (7) of the Schedule of Reservations hereto

(7) USE OF AREA SHOWN EDGED BLUE

As from the 14th day of January 1996 until the expiration of the Term the exclusive use in connection with the Tenant's business of the area shown edged Blue on the Plan or such other area as may be substituted therefor in accordance with Clause (7) of the Schedule of Reservations hereto

THE SCHEDULE OF RESERVATIONS above referred to

(1) SUPPORT

The right of support and protection from the Demised Premises for such parts of the Estate and any adjoining or adjacent premises of the Landlord as require such support and protection

(2) PASSAGE OF UTILITIES

The right to uninterrupted passage of water soil drainage gas electricity and telephone lines through the sewers pipes drains cables wires or other conducting media for the time

being belonging to or running through or under the Demised Premises or any land and premises over which the Tenant enjoys rights hereunder from and to the remainder of the Estate or any adjoining or adjacent premises of the Landlord AND the right to enter upon the Demised Premises or other land aforesaid at all reasonable times for the purpose of making connections thereto or to inspect cleanse repair and renew the same causing as little interference and damage as possible and making good any damage thereby caused to the Demised Premises

(3) EASEMENTS

All rights and easements and privileges in the nature of easements or quasi-easements and privileges in the nature of easements or quasi-easements now existing in or over the Demised Premises for the benefit of the Estate or any adjoining or adjacent premises of the Landlord

(4) RIGHT OF ENTRY

The right at reasonable times and on reasonable notice (except in emergency) to enter the Demised Premises for the purpose of:-

(i) inspecting the condition and state of repair thereof

(ii) carrying out any works (whether of repair or otherwise) for which the Landlord or the Tenant is liable under this Lease

(iii) carrying out any works (whether of repair or otherwise) to any property adjoining the Demised Premises (including the right to erect and use scaffolding orother appropriate equipment on or outside the Demised Premises) or to any party structure sewer drain or other thing used by the Tenant in common with others subject to making good any physical damage to the Demised Premises caused by such entry as soon as possible

(5) RIGHT TO ALTER

The right at any time without making any compensation to build on alter add to extend erect demolish or redevelop any other part of the Estate or any adjoining or neighbouring

premises notwithstanding any interference caused to the Demised Premises or any access of light and air thereto

(6) RIGHT OF ACCESS

The right for the Landlord and all others authorised by it at all times and for all purposes to pass and repass over any part of the Demised Premises as may be necessary to gain access to and egress from any other premises including in particular (but without prejudice to the generality of the foregoing) in the event of fire or other emergency

(7) RIGHT TO CHANGE YARD AREA

The right (following the expiration of twelve months from the date of this Lease) upon giving to the Tenant one months prior notice in writing and subject to the Landlord making available to the Tenant another area of a similar size which adjoins the Demised Premises and in particular the delivery doors giving access into the Demised Premises to require the Tenant to use such other area as designated by the Landlord in substitution for the areas shown coloured green and edged blue on the Plan Provided that:-

(i) the Landlord shall be responsible at its own expense for fencing off the external boundaries utilising if it wishes existing fencing

(ii) the Landlord shall grant to the Tenant rights of way thereto and to the Demised Premises from Dolphin Road sufficient for use by heavy vehicles

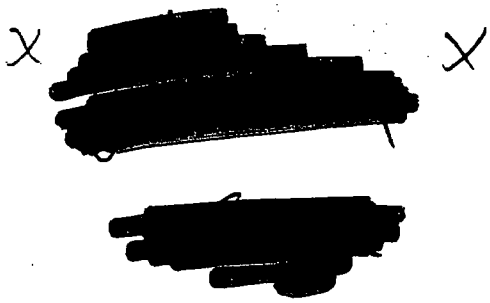
(iii) the compressor house within the area coloured green shall not be subject to any such substitution

(iv) proper vehicular access to the delivery doors in the Demised Premises shall at all times be available to the Tenant any such substituted area in part abutting the delivery doors

THE COMMON SEAL of BOC LIMITED)
was hereunto affixed in the)
presence of:-)



Director



Acting
Secretary

IN THE BRIGHTON COUNTY COURT **NO:** B/N509072

IN THE MATTER OF THE LANDLORD AND TENANT ACT 1954 AS AMENDED BY THE LAW OF PROPERTY ACT 1969

AND

IN THE MATTER OF A PROPOSED TENANCY RELATING TO PREMISES BEING HIGH BAY WAREHOUSE, DOLPHIN WORKS, DOLPHIN ROAD, SHOREHAM-BY-SEA, WEST SUSSEX

BETWEEN:

HARGREAVES PROPERTIES LIMITED First Applicant

and

B.O.C LIMITED Second Applicant

UPON the application of the First Applicant and the Second Applicant IT IS ORDERED pursuant to Section 38.(4) of the Landlord and Tenant Act 1954 (as amended by Section 5 of the Law of Property Act 1969) that the First Applicant and the Second Applicant be at liberty to enter into an agreement in the form set out in the draft Lease annexed to the Originating Application herein excluding the provisions of Sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 in relation to a Lease of the above mentioned premises intended to be granted by the First Applicant to the Second Applicant and that such agreement be endorsed on the proposed Lease

Dated this 2nd day of January 1996

[redacted] Judge/Registrar

IN THE BRIGHTON COUNTY COURT No: BN509072

IN THE MATTER OF SECTION 38(4) OF THE LANDLORD AND TENANT ACT 1954

and

IN THE MATTER OF THE PROPOSED LEASE OF THE HIGH BAY WAREHOUSE AT THE SOUTH EASTERN END OF DOLPHIN WORKS, DOLPHIN ROAD, SHOREHAM BY SEA, WEST SUSSEX

BETWEEN:

HARGREAVES PROPERTIES LIMITED — First Applicant (Prospective Landlord)

- and -

B.O.C. LIMITED — Second Applicant (Prospective Tenant)

1. The above named First Applicant Hargreaves Properties Limited, whose Registered Office is at Brookfield, Lyminster Road, Lyminster, West Sussex, applies to the Court jointly with the above named Second Applicant, BOC Limited, whose Registered Office is at Chertsey Road, Windlesham, Surrey for an Order in the following terms:

"An Order pursuant to Section 38(4) of the Landlord and Tenant Act 1954 authorizing an agreement in the terms of Clause 5(b) of the draft Lease attached hereto excluding in relation to the Lease provisions, Section 24 to 28 of the Landlord and Tenant Act 1954."

2. The grounds upon which the joint Applicants claim to be entitled to this Order are:

(a) The First Applicant wishes to grant the Second Applicant and the Second Applicant wishes to take a Lease of the said premises in the terms of the draft Lease annexed hereto.

(b) Both applicants after being separately legally advised wish the Lease to be one to which Sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply.

(c) The said premises are temporarily surplus to the First Applicant's needs and the First Applicant is likely to require the said premises for redevelopment purposes at the expiration of the term of the Lease.

3. It is not intended to serve this Application on any other person.

DATED 19th DECEMBER 1995

Signed: [redacted]
Director for and on behalf of
The First Applicant - Hargreaves Properties Limited

Signed: [redacted]
Close & Son as Solicitors for and on behalf of
The Second Applicant - B.O.C. Limited

158217

This Parking Licence

Is made on the 25th day of November 1998.

PLANNING DIVISION
PLAN No. Arx658567
DATE RECEIVED 24 SEP 2007

BETWEEN

THE LICENSOR and whoever for the time being owns the interest in the property which gives the right to possession of it when this License ends and

THE LICENSEE

Throughout this Licence the words printed in Italics and which are listed in Column 1 of the Schedule below shall have the meanings described against them in Column 2 of the Schedule

COLUMN 1	COLUMN 2
The Licensor	Vanstian Limited (Company Registration Number 1230158) whose registered office is at Brookfield, Lyminster Road, Lyminster, West Sussex BN17 7QN
The Licensee	F G Barnes & Sons Limited whose registered office is at Ockford Road, Godalming, Surrey, GU7 2JL
The Property	such location at Dolphin Road, Shoreham as may from time to time be advised by *The Licensor* to *The Licensee* and which shall initially be the position shown edged and hatched red on the attached plan
The First Payment	£2,794.80 + VAT @ 17.5% = £3,283.89
The Standard Licence Fee	£25,000 per annum exclusive
The Concessionary Licence Fee	£20,000 per annum exclusive
The Licence Payment Dates	25th March, 24th June, 29th September, 25th December
The Commencement Date	3rd November 1998
The Expiry Date	6 calendar months from commencement date
The Earliest Date for Licensor's Determination	1st November 1998
The Licensor's Determination Period	2 calendar weeks
Earliest Date for The Licensee's Determination	Not applicable
Licensee's Determination Period	Not applicable
The Authorised Use	Parking of private motor vehicles and non HGV commercial vehicles in the position shown on the attached plan.

The Licensor allows *The Licensee* to use *The Property* subject to the following terms and conditions.

1. This Licence will be for a period running from *The Commencement Date* until determined in accordance with the provisions of this Licence whereupon *The Licensee* will peacefully and quietly yield up to *The Licensor The Property* in accordance with its Covenants herein contained and will immediately pay to *The Licensor* all moneys due to *The Licensor* in accordance with *The Licensee's* Covenants herein contained plus such further sums of money as shall reasonably represent the costs and expenses which *The Licensor* may have to incur in order to bring *The Property* into such condition as complies with *The Licensee's* Covenants herein contained.

2. *The Licensor* shall be entitled to serve written Notice on *The Licensee* which will have the effect of determining this Licence on the date stated in *The Licensor's* notice provided that *The Licensor* shall not be entitled to determine the License earlier than *The Earliest Date for Licensor's Determination* and any notice to determine by *The Licensor* shall be served on *The Licensee* on a date which shall be earlier than the proposed date for determination by at least *The Licensor's Determination Period*, PROVIDED however that in the event of *The Licensee* being in breach of any of its Covenants in this Licence then *The Licensor* shall be entitled to serve on *The Licensee* a Notice which will have the effect of determining this Licence 7 days following the date on which the notice is served on *The Licensee*.

3. *The Licensee* shall be entitled to serve notice on *The Licensor* which may have the effect of determining this License on the date stated in *The Licensee's* notice provided that *The Licensee* shall not be entitled to determine the Licence earlier than *The Earliest Date for Licensee's Determination* and any such notice shall be served on *The Licensor* on a date which shall be earlier than the proposed date for determination by at least *The Licensee's Determination Period*.

4. *The Licensee* hereby covenants with *The Licensor* as follows:-

(a) To pay *The Licensor The First Payment* (plus VAT as appropriate) on or before taking occupation of *The Property* hereby licensed.

(b) To pay *The Standard Licence Fee* (plus VAT as appropriate) in advance (and by Bankers Order if so required by *The Licensor*) on *The Licence Fee Payment Dates* (without there being any obligation on the part of *The Licensor* to issue an invoice demand or other reminder before the due date) until whichever date is the later of when:

- this licence shall determine in accordance with notice served under the provisions for determination as contained therein.
- *The Licensee* returns to *The Licensor* all keys and valid parking permits which may have been supplied to *The Licensee*
- Clause 4(n) has been complied with such that *The Property* is clear of all items of whatever nature (whether rubbish or otherwise) which *The Licensee* may either have brought onto *The Property* or allowed to be placed on or remain on *The Property*

PROVIDED HOWEVER that on each occasion that *The Standard Licence Fee* (plus VAT as appropriate) is due for payment then if *The Concessionary Licence Fee* (plus VAT as appropriate) is received by *The Licensor* as a result of having been paid in the manner specified herein and within five days of the day upon which *The Standard Licence Fee* (plus VAT as appropriate) is due for payment and if at that time there are no other moneys owed by *The Licensee* to *The Licensor* and there are no outstanding breaches of *The Licensee's* obligations under this licence **THEN** *The Licensor* will accept the payment of *The Concessionary Licence Fee* (plus VAT as appropriate) in full settlement for the instalment of *The Standard Licence Fee* (plus VAT as appropriate) which is at that time due for payment.

(c) If *The Licence* fee remains outstanding for more than 7 days from the due date *The Licensor* will have the right to clamp any vehicle parking in *The Licensee's* space regardless of whether a permit is displayed to secure payment of *The Licence Fee*.

(d) *The Licensee* will reimburse to *The Licensor* a fair proportion of all costs (if any) that may be incurred by *The Licensor* in maintaining and cleansing and lighting any common areas over which *The Licensee* may gain access to *The Property*.

(e) If any moneys which are payable to *The Licensor* under this Licence are not received by *The Licensor* within 7 days from the due date then *The Licensee* will pay to *The Licensor* by way of additional rent interest calculated from the due date to the date of payment at whichever is the greater of either 13% per annum or 5% per annum over Barclays Bank plc Base Rate with interest in each case being compounded on quarterly rests on the usual quarter days.

(f) That if *The Property* comprises a garage or other covered and lockable structure then *The Licensee* will pay (or otherwise reimburse to *The Licensor*) all rates, Council Tax and other outgoings and all charges for the availability and consumption of electricity gas and water in respect of *The Property* from the time when *The Licensor* becomes liable to pay *The First Payment* until the time that *The Licensee* is no longer obliged to pay either *The Standard Licensee Fee* or the *Concessionary Licence Fee*.

(g) *The Licensee* will not do or permit anyone else to do anything to prejudice *The Licensor's* Insurance on *The Property* or any adjoining or neighbouring property owned by *The Licensor* nor will *The Licensee* do anything whereby the normal rate of Insurance shall be increased.

(h) *The Licensee* will only use *The Property* for *The Authorised Use* although *The Licensor* gives no warranty as far as Planning Legislation is concerned with regard to *The Authorised Use* and *The Licensee* will at all times observe and comply with the provisions of or imposed under any Statute, Licence or Regulation relating to or permitting the use of *The Property* for the purpose for which it is being used and *The Licensee* will comply with the requirements of any competent Authority in that connection and *The Licensee* will at it's own expense do all that is necessary to obtain, maintain and renew all Licences and Registrations required by Law for *The Authorised Use* of *the Property*.

(i) *The Licensee* will not make any alterations or additions (including the erection of any signs advertisements and notices) to *The Property* nor will *The Licensee* make any Planning Applications in respect of *The Property* without *The Licensor's* prior written consent.

(j) *The Licensee* takes *The Property* in its existing state and condition and will keep *The Property* in such state and condition and will at all times keep *The Property* properly secured against unauthorised entry and if *The Property* is in the nature of a building or comprises anything other than unfenced and/or unsecured open hardstanding and on the termination date of this licence an external and internal inspection of *The Property* and its surrounding walls fences doors and gates by *The Licensor* (at which inspection *The Licensee* shall be entitled to attend but which inspection and list of necessary work shall not be invalidated by the non attendance of *The Licensee*) reveals any damage or defects or needs for repair or replacement then *The Licensor* may charge *The Licensee* for the cost (including VAT where appropriate) of all such work that may be necessary and *The Licensee* shall pay to *The Licensor* the full amount of such charge within 14 days of such amount being demanded by *The Licensor*.

(k) Unless the full cost is recoverable from *The Licensor's* Insurers *The Licensee* will reimburse to *The Licensor* the cost of repairing any damage caused to *The Property* or to any adjoining or nearby property of *The Licensor* in the event of damage being caused either by *The Licensee* or any of its employees or persons visiting *The Property* or as a result of *The Licensee's* use and occupation of *The Property*.

(l) *The Licensee* will allow *The Licensor* or anyone authorised by it to have access to *The Property* for the purposes of inspection or to repair or to maintain the neighbouring premises or to undertake any repairs which may be *The Licensor's* responsibility. *The Licensee* will also permit *The Licensor* to maintain a board on the exterior of *The Property* relating to the sale, letting or re-development of *The Property*.

(m) *The Licensee* will pay to *The Licensor* by way of reimbursement and on an indemnity basis all costs and expenses including all costs and expenses arising in or in contemplation of any action against *The Licensee* which may be incurred by *The Licensor* either as a result of any breaches by *The Licensee* of any of its obligations and covenants contained in this Licence or which may be incurred if there is any other reason for *The Licensor* to take action against *The Licensee* following the grant of this licence.

(n) That it will not obstruct the access to any adjoining property whether or not belonging to *The Licensor* and will only pass over such land outside the bounds of *The Property* across which *The Licensor* is entitled to right of access and across which access is necessary for the purpose of accessing *The Property*.

(o) That on the termination date of this licence (howsoever it may have been determined) *The Licensee* will leave *The Property* and the accesses thereto and all adjoining property belonging to *The Licensor* in a totally clear clean and tidy condition clear of all items of whatever nature (whether rubbish or otherwise) which *The Licensee* may either have brought onto *The Property* or allowed to be placed on or remain on *The Property* and *The Licensor* shall be entitled to claim ownership of and/or dispose in any manner whatsoever of anything which remains on *The Property* after the termination date and *The Licensee* shall pay to *The Licensor* all costs and expenses which may be incurred by *The Licensor* in removing anything that remained.

(p) That *The Licensee* will by no later than the date of termination of this licence return to *The Licensor* all keys that may previously have been supplied to *The Licensee* and if all such keys are not returned by the aforesaid date or if *The Licensee* shall during the currency of the licence lose any keys issued to it then *The Licensor* shall be entitled to replace the locks and/or provide new keys and *The Licensee* shall immediately upon demand pay to *The Licensor* such costs and expenses as may have been incurred.

(q) To observe such rules and regulations as may be made and varied from time to time by *The Licensor* relating to the regulation and control of the use of *The Property* as are intended to deter unauthorised access to and use of the property of *The Licensor* and which regulations may include the requirement to display a valid parking permit so as to be clearly visible from outside the parked vehicle and involve the use of wheel clamps on vehicles which are parked in contravention of the then current regulations and *The Licensee* acknowledges that any vehicle which is parked in contravention of the then current rules and regulations is liable to be wheel clamped and that it will not have any right whatsoever to claim against either *The Licensor* or whoever may have affixed the wheel clamp either in respect of the charges for releasing the wheel clamp or for any other loss or inconvenience suffered as a result of the clamping or for any other reason.

5(a) Any notice required to be served by *The Licensee* on *The Licensor* shall be sent to *The Licensor* at its Registered Office by Recorded Delivery Post (not by normal postal service) or delivered by hand and it shall be deemed to be received by *The Licensor* two working days after the date of posting.

5(b) A notice to be served by *The Licensor* on *The Licensee* may either:

(i) be sent by Recorded Delivery Post addressed to *The Licensee* at *The Premises*, in which event the notice shall be deemed to be served two working days after the date of posting or alternatively

(ii) be satisfactorily served if delivered to and left at *The Premises* in which event the notice shall be served as at the time and date of delivery or leaving.

6. Following termination of this licence and after *The Licensee* has vacated *The Property The Licensor* will refund an appropriate pro-rata amount of all license fees that it may have originally been paid for any period after the date upon which *The Licensor* is entitled to payment but after deducting therefrom all other moneys to which *The Licensor* may be entitled under the terms of this licence.

7. It is agreed between *The Licensor* and *The Licensee* that *The Licensor* shall not be responsible for any damage howsoever caused that may occur to *The Licensee's* property and its vehicles or their drivers or their passengers or other staff or visitors of *The Licensee* whilst on *The Licensor's* property and all accesses thereto and that *The Property* and all accesses thereto are used entirely at *The Licensee's* own risk.

8. This licence is personal to *The Licensee* who shall not assign this licence or part with or share occupation or possession of either part or the whole of *The Property*.

9. *The Licensor* covenants with *The Licensee* that for so long as *The Licensee* does not contravene any of the Terms of this Licence *The Licensor* will allow *The Licensee* to use *The Property* without interference from *The Licensor* or anyone deriving Title from *The Licensor*.

10. Both *The Licensor* and *The Licensee* agree that without prejudice to any claims that *The Licensor* may have against *The Licensee*, *The Licensor* shall be entitled to immediately determine this Licence on written Notice to *The Licensee* whenever *The Licensee*:

(a) Is 14 days late in paying any licence fee or other money which is due for payment even if it was not formally demanded
(b) Has not complied with any obligations in this Licence
(c) Goes into liquidation or if a Receiver is appointed or any Administration Order is made in respect of *The Licensee*.

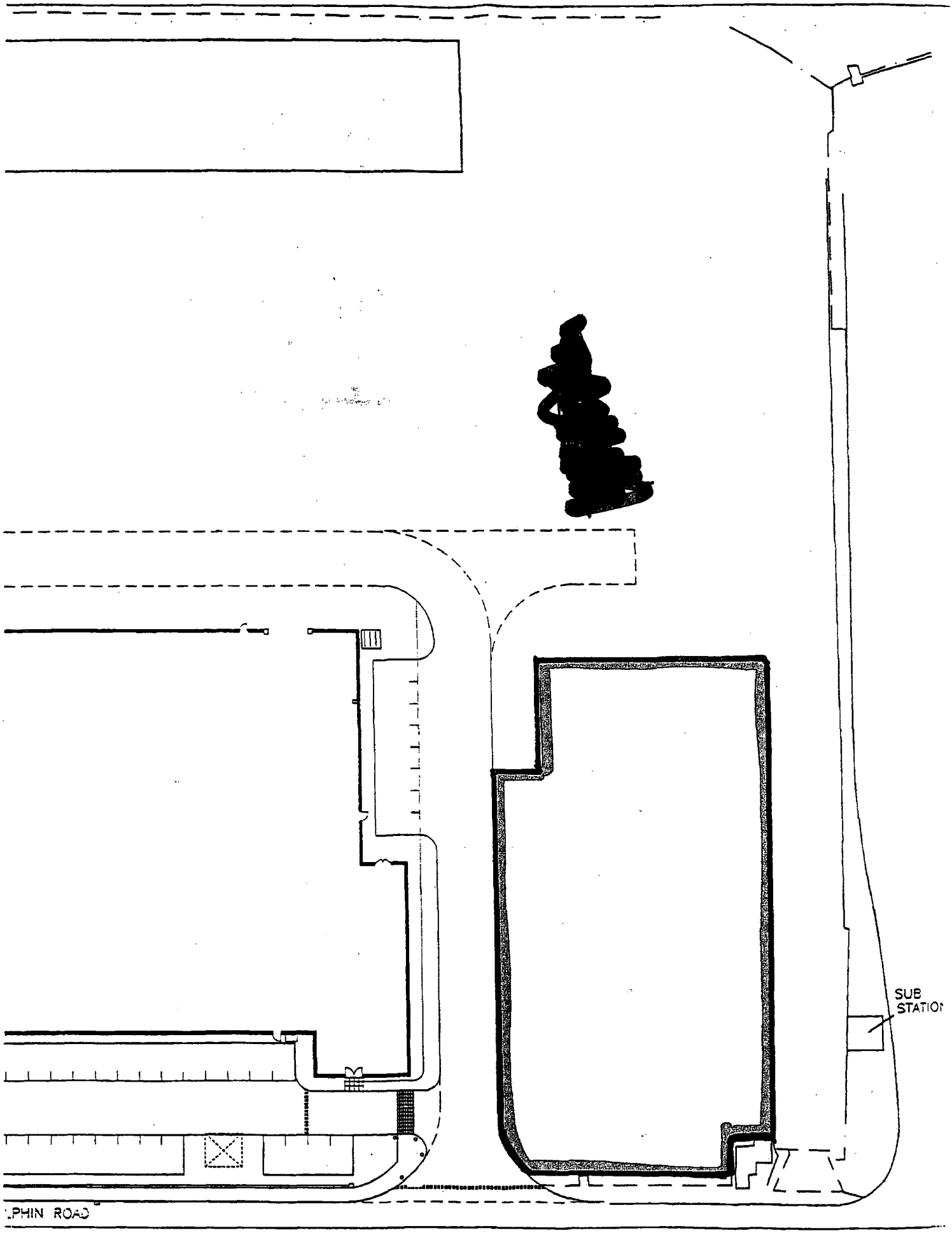
11. Under no circumstances shall this Licence be deemed to create the relationship of Landlord and Tenant between *The Licensor* and *The Licensee* and *The Licensee* will vacate *The Premises* immediately on *The Expiry Date* or if determined earlier, as the case may be.

12. The *Licensor* and *Licensee* will use their best endeavours to enter into a Lease excluded from Section 38 of the Landlord & Tenant Act (1954) before the expiry date of the said Licence.

SIGNED AND DELIVERED as a deed by

Director
For and on behalf of
The Licensor .....
Duly Authorised

Director
For and on behalf of
The Licensee .....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