

Optimus Cards UK Limited

Suite A

6 Honduras Street

London

EC1Y 0TH

22 January 2021

Dear Sirs

**Re: Ground & First Floors, London Gate, 72 Dyke Road Drive, Brighton, ~BN1 6AJ**

The agreement set out in this letter relates to your obligations under the lease of Ground and First Floors, London Gate, 72 Duke Road Drive, Brighton, BN1 6AJ ("**the Property**") dated 19<sup>th</sup> March 2019 and made between London Gate Brighton Limited (1) and Optimus Cards UK Limited ("**the Lease**").

The definitions in the Lease will apply to this Agreement.

**1. AGREEMENT**

- 1.1 You hereby agree that the arrears of £62,416.16 as per the attached Statement will be paid within 5 days of the date of this Letter.
- 1.2 In consideration of the payment detailed in clause 1.1 we will grant you a rent-free period on the vacant First Floor Offices until 19<sup>th</sup> March 2022. For the avoidance of doubt this concession relates to rent only and you will continue to be responsible for and discharge all services charges, utilities and rates during this period.
- 1.3 Also in consideration of the payment detailed in clause 1.1 we agree to a 25% reduction in rent for the Ground Floor Offices Until 19<sup>th</sup> March 2022 reducing the rent from £34,125 to £25,593.75. For the avoidance of doubt this concession relates to rent only and you will continue to be responsible for and discharge all services charges, utilities and rates during this period.
- 1.4 We hereby agree that we will market the vacant First Floor Office to let and will agree a surrender of part if a new tenant is found on terms acceptable to us. Should the vacant First Floor Office be re-let to a third party, such new tenant will be solely responsible for any service charges, utilities and rates relating to the First Floor Office from the date of the new lease, and you will have no liability to us for any rent or charges relating to the First Floor Office from the date of the new lease.

**2. TERMINATION**

- 2.1 The waiver set out in paragraph 1 of this Agreement ("**the Waiver**") will terminate on the date on which:
  - 2.1.1 you complete a deed of assignment or transfer of the Lease;

- 2.1.2 you complete an underlease of the whole or any part of the Property;
- 2.1.3 we complete an assignment or transfer of the reversion to the Lease;
- 2.1.4 your breach any of the terms of this Agreement; or
- 2.1.5 you breach any of the terms of the Lease.

The Notice provisions of the Lease will also apply to any notice sent under the terms of this Agreement.

**3. EFFECT OF THIS AGREEMENT**

- 3.1 This Agreement does not constitute a variation of the terms of the Lease, which will continue in full force and effect notwithstanding the terms of this Agreement.
- 3.2 This Agreement is personal to you and will not benefit your successors in title to the Lease.
- 3.3 This Agreement shall not bind our successors in title to the reversion to the Lease.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully

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**Print Name:**

**Director**

**London Gate Brighton Limited**

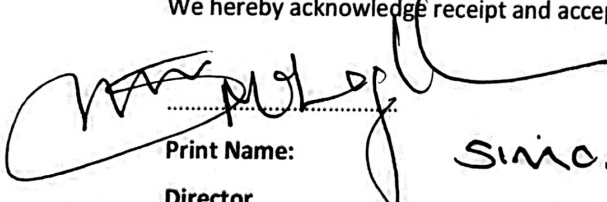
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**Print Name:**

**Director**

**London Gate Brighton Limited**

We hereby acknowledge receipt and accept the contents of this letter



**Print Name:**

**Director**

**Optimus Cards UK Limited**

simon McLaughlin