

DATED 29 - APRIL - 2025

- (1) LEOPOLD NOE and SUSAN DEBRA NOE AS TRUSTEES OF THE RACHEL CHARITABLE TRUST

- (2) LIVING LIFE (EASTBOURNE)

LEASE

of

177-187 Terminus Road, Eastbourne, East Sussex,
BN21 3NX

THIS LEASE dated **29-APRIL-2025**

1. PARTICULARS

- 1.1 the Landlord means **LEOPOLD NOE and SUSAN DEBRA NOE** as Trustees of **THE RACHEL CHARITABLE TRUST** of 2nd Floor, The Hide, 3 Kingly Court, London W1B 5PW
- 1.2 the Tenant means **LIVING LIFE (EASTBOURNE)** (Charity registration number 1113145) (Company registration number 05571271) whose registered office is at 1 Hodcombe Close, Eastbourne, BN23 8JA
- 1.3 the Premises means the Whole of the Building less those parts of the Building set out in clause 3.4 and as more particularly described in clause 3.4
- 1.4 Contractual Term means **36 months** from and including the **Fourth day of July 2024**
- 1.5 Rent Commencement Date is the **Fourth day of July 2024**
- 1.6 Lease End Date means the **Third day of July 2027**
- 1.7 Rent means **£12** per annum payable if requested
- 1.8 Interest Rate means 4% per year above the base lending rate of NatWest Bank PLC or such other bank as the Landlord may from time to time nominate in writing
- 1.9 Permitted User means use as permitted at the date hereof under the Planning Act

2. DEFINITIONS

- 2.1 For all purposes of this lease the terms defined in Clauses 1 and 2 have the meanings specified
- 2.2 "Adjoining Property" means any neighbouring or adjoining land in which the Landlord (or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act) has a freehold or leasehold

interest or in which during the Term the Landlord or such company shall have acquired a freehold or leasehold interest

- 2.3 “Building” means 177-187 Terminus Road, Eastbourne, East Sussex, BN21 3NX
- 2.4 “Insured Risks” means fire, explosion, lightning, earthquake, storm, subsidence, heave, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, terrorism, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any on of the Insured Risks.
- 2.5 “Interest” means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing
- 2.6 “the 1954 Act” means the Landlord and Tenant Act 1954
- 2.7 “Permitted Use” means use as permitted under planning regulations
- 2.8 “the Photographic Schedule of Condition” means the photographic schedule
- 2.9 “the Planning Act” means the Town and Country Planning Act 1990 including any legislation amending or replacing the same
- 2.10 “Service Media” means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media
- 2.11 “Surveyor” means any person or firm appointed by the Landlord to perform any of the functions of the surveyor under this lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord).

3. INTERPRETATION

- 3.1 The expressions “the Landlord” includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term and any reference to a superior landlord includes the Landlord’s immediate reversioner (and any superior landlords) at any time
- 3.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 The expression “the Premises” includes:
- 3.4.1 the floor coverings but not the screed;
 - 3.4.2 the ceiling covering;
 - 3.4.3 the entirety of any non structural or non load bearing walls or columns;
 - 3.4.4 the doors and windows within the interior walls;
 - 3.4.5 the communal toilet facilities
 - 3.4.6 all Service Media in them and exclusively serving them except those of any utility company.
- 3.5 The expression “the Term” means the Contractual Term
- 3.6 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises and to all persons authorised by the Landlord or any superior landlord or mortgagee (including agents professional advisers contractors workman and others)

- 3.7 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person
- 3.8 The term “the parties” or “party” mean the Landlord and/or the Tenant
- 3.9 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to “statute” or “statutes” includes any regulations or orders made under such statute or statutes
- 3.10 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered
- 3.11 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

4. DEMISE

The Landlord demises to the Tenant the Premises together with the rights set out in the Schedule TO HOLD for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING to the Landlord:

- 4.1 the Rent payable without any deductions by monthly payments in advance on the anniversary day of the month of the Rent Commencement Date in the amounts as set out below:
- 4.1.1 for the Contractual Term the Rent payable shall be £1 per month if demanded and no service charge costs, or other costs associated with the Premises shall be payable by the Tenant unless otherwise stated by the lease

5. THE TENANT’S COVENANTS

The Tenant covenants with the Landlord:

Rent

- 5.1 To pay the rents on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

Electricity Gas and Other Services Consumed

- 5.2 To pay to the suppliers and to indemnify the Landlord against charges for electricity, gas and other services consumed or used at or in relation to the Premises but only for the period of the occupation of the Premises by the Tenant and to include all or any supply standing charges and/or meter rents.

Repair Cleaning Decoration etc

- 5.3 As to the Premises for the period of and as a result of the Tenant's occupation:
- 5.3.1 to keep the Premises in no worse condition than it is in at the date of this Lease as evidenced by the Photographic Schedule of Condition
- 5.3.2 to keep the Premises in a clean and tidy condition

Alterations

- 5.4 Not to make any addition or alteration to the Premises without the written consent of the landlord
- 5.4.1 Not to make any internal or external structural or non-structural alterations to the Premises without the written consent of the landlord
- 5.4.2 Not to construct any additional building or structure on the Premises
- 5.4.3 Not to make connection with the Pipes that serve the Premises
- 5.4.4 Not to make or cause to be made any waste or damage to the Building

Statutory Obligations

- 5.5 To comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or

competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord or the Tenant

- 5.6 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 5.7 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the user for the time being carried on the Premises

Access of Landlord and Notice to Repair

- 5.8 To permit the Landlord during normal business hours (or at any time in case of emergency) to enter upon the Premises:
- 5.9 for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed
- 5.10 to view the state of repair and condition of the Premises
- 5.11 for the long term letting or other disposal of the Premises
- 5.12 for the purpose of carrying out works
- 5.13 for any other reasonable reason

Alienation

- 5.14 Not to part with possession, assign underlet or charge the whole or any part of the Premises

Nuisance etc

- 5.15 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance injury or damage to the Landlord or the Landlord's tenants or the owners or occupiers of adjacent or neighbouring premises

- 5.16 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose nor for residential or sleeping purposes

User

- 5.17 To use the Premises for the Permitted Use only
- 5.18 Not to allow any persons other than employees, members or agents of the Tenant or those authorised by the Tenant to use the Premises for any purpose
- 5.19 Not to discharge into any pipes any oil grease or other deleterious matter or any substance which may be or become a source of danger or injury to the drainage system
- 5.20 To keep the doors and gates of the Premises always locked when the Premises are not in actual use

The Planning Acts

- 5.21 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Act) and to comply with the provisions and requirements of the Planning Act and any similar legislation that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during and following the expiration of the Term) and keep the Landlord indemnified against all liability whatever including costs and expenses in respect of any contravention of the Planning Act

Indemnities

- 5.22 To keep the Landlord fully indemnified against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising out of any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease

Re letting Boards

5.23 To permit the Landlord at any time to enter upon the Premises and affix and retain anywhere upon the Premises a notice for re letting or selling the Premises and to permit persons with the written authority of the Landlord or the Landlord's agent at reasonable times of the day to view the Premises

Yield Up

5.24 At the expiration of the Term:

5.24.1 to give vacant possession of the Premises

5.24.2 to give up all keys of the Premises to the Landlord

5.24.3 quietly to yield up the Premises together with all fixtures (apart from tenant's fixtures which can be removed without damaging the Premises) repaired and cleaned in accordance with the Tenant's covenants contained in this Lease

Statutory Notices etc

5.25 To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within seven days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all reasonably necessary steps to comply with the notice direction or order and at the request and cost of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall reasonably deem expedient

Landlord's Rights

5.26 To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to the Landlord by virtue of the provisions of this lease

6. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

Quiet Enjoyment

- 6.1 To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord save as permitted by this lease

Other Outgoings

- 6.2 To pay and indemnify the Tenant against all charges and outgoings other than as included in Clauses 5.1 and 5.2

Repair of the Building

- 6.3 To maintain and keep in repair and reasonable condition the Building other than the Premises

7. INSURANCE

Warranty

- 7.1 The Tenant warrants that prior to the execution of this lease it has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

Landlord to Insure

- 7.2 The Landlord covenants with the Tenant to insure the Premises against the Insured Risks but not any items at the Premises that belong to the Tenant or third parties for which the Tenant retains sole responsibility and the Landlord shall provide the Tenant with a copy of such insurance policy terms and evidence of payment of the annual premium

Termination on premises being destroyed or damaged beyond reasonable use

- 7.3 If and whenever during the Term the Premises or any part of them are damaged or destroyed so as to render the premises unusable or inaccessible this Lease shall terminate and no further sums shall be payable by the Tenant to the Landlord

Tenant's Insurance Covenants

7.4 The Tenant covenants with the Landlord:

- 7.4.1 to comply with all the requirements and proper recommendations of the Landlord's insurers notified in writing to the Tenant by the Landlord
- 7.4.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part or to delay or prevent payment of insurance monies to the Landlord or by which additional insurance premiums may become payable (unless the Tenant shall have previously notified the Landlord and have agreed to pay such increased premium)
- 7.4.3 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Premises
- 7.4.4 not to obstruct the access to any fire equipment or the means of escape from the Building nor to lock any fire door while the Building is occupied
- 7.4.5 to give notice to the Landlord immediately upon becoming aware of the happening of any event which may affect any insurance policy on or relating to the Premises or upon becoming aware of the happening of any event against which the Landlord has insured under this Lease
- 7.4.6 immediately to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance

8. PROVISOS

Re-entry

8.1 If and whenever during the Term:

8.1.1 there is a material breach by the Tenant of any covenant or other term of this lease or any document expressed to be supplemental to this lease or

8.1.2 the rents (or any of them or any part of them) under this lease are outstanding for 21 days after becoming due or a company Tenant:

(a) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

(b) has a receiver appointed or

(c) suffers the making of an administration order or

(d) has any distress or execution levied on its goods

the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or any guarantor in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

Exclusion of Use Warranty

8.2 Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Act or other similar legislation for the purpose authorised in this lease (or any purpose subsequently authorised)

Tenant's Property

8.3 If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after being requested in writing by the Landlord to do so or if after using its reasonable endeavours the Landlord is unable to make such a request to the Tenant within 21 days from the first attempt so made by the Landlord:

8.3.1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by the Landlord to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and

8.3.2 the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

Compensation on Vacating

8.4 Any statutory right of the Tenant to claim compensation from the Landlord vacating the Premises shall be excluded to the extent that the law allows

Service of Notices

8.4.1 The provisions of the Law of Property Act 1925 Section 196 together with the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease

8.4.2 Any notice or document shall also be sufficiently served if sent by telephone facsimile transmission or any other means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before

4.00pm on a working day but otherwise on the next following working day

Rights Easements etc

8.5 The operation of the Law of Property Act 1925 Section 62 shall be excluded from this lease and the only rights granted to the Tenant are those expressly set out in this lease

9. BREAK CLAUSE

9.1 The Landlord may terminate this Lease at any time upon giving the Tenant not less than 56 days (8 weeks) notice in writing and upon the expiry of such notice the Term shall cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant.

9.2 The Tenant may terminate this Lease at any time upon giving the Landlord not less than 56 days (8 weeks) notice in writing and upon the expiry of such notice the Term shall cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant

9.3 Termination of this lease pursuant to this clause will be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this lease, including any covenants expressed to be complied with before the end of the Term

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

10.1 A person who is not a party to this lease will not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999

11. EXCLUSION OF SECURITY

11.1 The Tenant hereby confirms that before the date of this lease:

11.1.1 The Landlord served on the Tenant a notice dated 31-MARCH 2025 in relation to the tenancy created by this lease ("the Notice") in a form complying with the requirements of Schedule 1 to the

Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("The Order")

- 11.1.2 The Tenant, or a person duly authorised by the Tenant in relation to the Notice made (~~a declaration~~) (a statutory declaration) ("The Declaration) dated 17-APRIL - 2025 in a form complying with the requirements of Schedule 2 of the Order.
- 11.2 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.
- 11.3 The Landlord and the Tenant confirm that there is no Agreement for Lease to which this lease gives effect
- 11.4 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this lease.

12. CHARITIES ACT 2011

- 12.1 In this clause, **Trustees** means the persons named as the Landlord in the Parties' clause to this Lease and any other trustees of The Rachel Charitable Trust from time to time.
- 12.2 The land demised by this lease will as a result be held by or in trust for (**Living Life (Eastbourne)**), a non-exempt Charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).
- 12.3 The Premises leased are held by Leopold Noe and Susan Debra Noe in trust for The Rachel Charitable Trust (the Trust), a non-exempt charity, and this Lease is not a disposition or lease falling within paragraph (a), (b), (c) or (d) of Section 117(3) of the Charities Act 2011, so the restrictions on dispositions imposed by Sections 117-121 of the Charities Act 2011 apply to the Premises (subject to Section 117(3) of that Act).

- 12.4 The Landlord, the trustees of the charity, certifies that it has power under its trusts to effect this disposition and that it has complied with the provisions of Sections 117-121 of the Charities Act 2011 so far as applicable to the grant of this lease.
- 12.5 Notwithstanding any other provisions of this Lease, for the avoidance of doubt it is agreed that:
- 12.5.1 Leopold Noe, Susan Debra Noe, Steven Noe and each Trustee of the Trust has entered into this lease solely in their capacity as trustee of the Trust and are trustees without any beneficial interest in the Premises;
 - 12.5.2 the aggregate of all liabilities of each Trustee and any successor Trustees under or relating to this lease or the obligations entered into by them in this lease or any connected non-contractual claims shall at all times and for all purposes extend only to and be limited to the assets of the Trust for the time being, vested in the Trustees (Trust Assets) and not further or otherwise;
 - 12.5.3 in no circumstances shall any liability attach to or be enforced or enforceable against the personal assets, estates or effects of any of the Trustees or any successor Trustees or their respective personal representatives, estates or effects; and
 - 12.5.4 all representations, warranties, undertakings, obligations and covenants in or relating to this lease or given or made prior to this lease are made, given, owed or agreed in the capacity of each Trustee as trustees of each Trust and for the avoidance of doubt shall not be construed to be made, given, owed or agreed by or in relation to them or any of them in their capacity as trustee of any other trust or in their personal capacity or in any other capacity whatsoever.

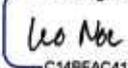
Schedule

The Landlord grants the Tenant the following rights (the **Rights**):

- (a) the right of support and protection from those parts of the Building that afford support and protection for the Premises at the date of this lease and to the extent that such support and protection exists at the date of this lease;
- (b) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Premises which are in existence at the date of this lease or are installed or constructed during the Contractual Term;
- (c) the right to enter any part of the Building that adjoins the Premises so far as is reasonably necessary to carry out any works to the Premises required or permitted by this lease; and
- (d) a right of access to and egress from the Premises over any other part of the Building or adjoining land necessary to gain such access.

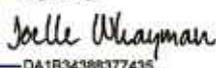
EXECUTED by the parties hereto as their Deed and delivered on the day and year first before
written

Signed as a deed on behalf of the trustees by **LEOPOLD NOE** under an authority conferred under section 333 of the Charities Act 2011 in the presence of:

DocuSigned by:

Signature.....C14BFAC#13D1A39.....

Leo Noe
Name of trustee

Witness' signature:

Signed by:

DA1B34388377435...

Witness' name: Joelle whayman

Address: 3 Kingly Court, London, W1B 5PW

Occupation: EA

Signed as a deed on behalf of the trustees by **STEVEN NOE** under an authority conferred under section 333 of the Charities Act 2011 in the presence of:

DocuSigned by:

Signature.....076888A08653448.....

Zvi Noe
Name of trustee

Witness' signature:

Signed by:

3A51857F2B8F4A6...

Witness' name: Anastasia ward

Address: Apartment 67, 77 Aldenham Road, Bushey, Hertfordshire WD23 2FU

Occupation: Executive Assistant

SIGNED as a DEED by the said

LIVING LIFE (EASTBOURNE)

[Handwritten Signature]
.....

Director/Trustee/Suitably Authorised Person

WITNESSED by the said

[Handwritten Signature]
.....

Witness Signature

Kaitlin Booker
.....

Print Name

.....
MCT SOLICITORS LTD
Suite 1, Charter House, Courtlands Road
Eastbourne BN22 8UY
01323 401401
.....

Address

