



Invoice

Oasys Technologies Limited

Unit 3

Stratton Business Park

Montgomery Way

Biggleswade

SG18 8UB

Tel:

Email:

Web: www.

VAT Number

Holland Motor Company Limited
Unit 10, Jubilee Trade Centre
Jubilee Road
Letchworth Garden City
Hertfordshire
SG6 1SP
Great Britain

For Order

Invoice Date	10/06/2021
Invoice No	0004001693
Your Reference	
Terms	0 days from document date
All Amounts in	Pound Sterling
Account Ref	HOL001
Your VAT Number	GB

Line	Item Code	Description	Quantity	Unit Price	VAT Code	Net
1		Exclusivity Premium - Relating to Units 11 & 12 Jubilee Trade Centre, Jubilee Road, Letchworth	1	10,000.00	1	10000.00

VAT Analysis

Code	%	Net	VAT
1	20.00 Standard Rate	10000.00	2000.00

Bank Account Details

NET	GBP	10000.00
VAT	GBP	2000.00
GROSS	GBP	12000.00

fladgate

Date: 10/06/21

LOCK OUT AGREEMENT

relating to Units 11 and 12 Jubilee Trade Centre,
Jubilee Road, Letchworth SG6 1SP

OASYS TECHNOLOGIES LIMITED

and

HOLLAND MOTOR COMPANY LTD

Ref: GSW/37484.0002

Fladgate LLP | 16 Great Queen Street | London WC2B 5DG
T +44 [REDACTED] DX 37971 Kingsway | www.fladgate.com

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DATE:

2021

PARTIES

- (1) **OASYS TECHNOLOGIES LIMITED** (company number 03493602) whose registered office is at Unit 3 Stratton Business Park, Montgomery Way, Biggleswade, Bedfordshire, SG18 8UB (**Seller**); and
- (2) **HOLLAND MOTOR COMPANY LTD** (company number 09488626) whose registered office is at St Christophers House, Ridge Road, Letchworth, Herts, SG6 1PT (**Buyer**).

1. Definitions

In this agreement the following words and expressions have the following meanings:

Buyer's Obligations	the Buyer's obligations under clause 4.
Buyer's Solicitors	Ackroyd Legal of Office 8, Molasses Row, Battersea, London SW11 3UX (ref. Clive Selwyn) or such other firm of solicitors or conveyancers as the Buyer may notify to the Seller.
Contract	the draft contract for the Sale.
Disposal	the disposal (whether by sale, letting or otherwise) of the Property or any part of it to a person other than the Buyer.
Documentation	the Contract together with all documents referred to in the Contract and all relevant title documents relating to the Property.
Exclusivity Period	the period commencing on the date of this agreement and expiring (subject to clause 6.1) at 5.30 p.m. on 20 Working Days after the date on which the Buyer's Solicitors have received all Documentation.
Premium	£10,000 (ten thousand pounds) (exclusive of VAT).
Property	all that leasehold property known as Units 11 and 12 Jubilee Trade Centre, Jubilee Road, Letchworth SG6 1SP registered at the Land Registry with title absolute under title number HD352969.
Sale	the sale of the Property to the Buyer on the terms set out in the attached heads of terms dated 9 June 2021.
Seller's Obligations	the Seller's obligations under clause 3.
Seller's Solicitors	Fladgate LLP of 16 Great Queen Street, London WC2B 5DG (ref. GSW/37484.0002) or such other firm of solicitors or conveyancers as the Seller may notify to the Buyer.
VAT	Value Added Tax and any tax of a similar nature substituted for it or levied in addition to it.
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Good Friday or a public holiday in England

and Wales.

2. Interpretation

In this agreement:

- 2.1 whenever a party consists of more than one person any obligation of or to that party is joint and several;
- 2.2 an agreement by a party to do something includes an obligation to procure that it is done and a covenant not to do something includes an obligation not to allow that act or thing to be done;
- 2.3 words importing one gender include all genders, words importing the singular include the plural and words importing persons include corporations and vice versa;
- 2.4 the headings are for locating references in the text and are not to be taken into account in interpretation;
- 2.5 any reference to a statute (generally or specifically) includes any statutory extension, modification, amendment or re-enactment of that statute and any regulations or orders made under it; and
- 2.6 all sums payable under this agreement are exclusive of VAT and the obligation to pay those sums includes an obligation to pay the associated VAT at the same time but subject to receipt of a valid and appropriate VAT invoice.

3. Seller's Obligations

In consideration of the payment by the Buyer to the Seller of the Premium (receipt of which the Seller acknowledges) the Seller agrees that during the Exclusivity Period it shall:

- 3.1 not enter into any new discussions or other contact, and shall immediately terminate all existing discussions and other contact, relating to a Disposal;
- 3.2 not give access to the Property (otherwise than under clause 3.6) to a prospective buyer or anyone acting on his behalf;
- 3.3 not provide (otherwise than under clauses 3.4 and 3.5) a draft contract or information concerning the Property to a prospective buyer or anyone acting on his behalf;
- 3.4 procure the delivery to the Buyer's Solicitors of the Documentation as soon as possible after the date of this agreement and in any event within five Working Days;
- 3.5 reply promptly to any reasonable enquiries and to procure that the Seller's Solicitors reply promptly to any reasonable enquires raised by the Buyer's Solicitors and to agree to any reasonable amendments made by the Buyer's Solicitors to the Contract; and
- 3.6 give the Buyer and those authorised by the Buyer all necessary access to the Property to carry out such surveys as the Buyer may reasonably require.

4. Buyer's Obligations

In consideration of the Seller's Obligations the Buyer agrees that during the Exclusivity Period it shall procure that:

- 4.1 the Buyer's Solicitors promptly make all appropriate and necessary searches and enquiries in connection with the Sale;

- 4.2 the Buyer's Solicitors negotiate the Contract expeditiously with the Seller's Solicitors with the intention that contracts for the Sale be exchanged within the Exclusivity Period; and
- 4.3 the Buyer's surveyors carry out such surveys of the Property as the Buyer may reasonably require.

5. Good faith

- 5.1 The parties shall act towards each other in good faith.
- 5.2 This agreement does not constitute a binding agreement for the sale and purchase of the Property but the parties shall use all reasonable endeavours to exchange contracts for the Sale on mutually acceptable terms within the Exclusivity Period.

6. Termination

- 6.1 The Buyer may at any time during the Exclusivity Period terminate this agreement by serving written notice on the Seller.
- 6.2 If this agreement is terminated the Buyer shall return to the Seller all Documentation received.

7. Premium

The Premium is not refundable but if the Sale is completed the Premium shall form part of, and be deducted from, the purchase price of the Property.

8. Time of the essence

Time shall be of the essence for all purposes under this agreement.

Executed as a deed by
OASYS TECHNOLOGIES LIMITED
acting by a director in the presence of:

Signature.....
Print name.....

Witness' signature:

Witness' name:

Address:

Occupation:

Executed as a deed by
HOLLAND MOTOR COMPANY LTD
acting by a director in the presence of:

Signature.....
Print name..... **BENN HOLLAND**.....

Witness' signature:

Witness' name: **Sam Pollard**

Address: **27 Crouch gardens
Buntingford SG9 9FL**

Occupation: **Technician**