

Dated

12th December

2024

(1) LOUISE URSULA WATT, LYNNE MARY PURCHASE and KEVIN ANDREW COPPARD
as Executors of the Estate of CHRISTOPHER FRANCIS RUSSELL PURCHASE

- and -

(2) THE SUSSEX FOOD CO LIMITED

COUNTERPART DEED OF VARIATION

relating to

Ground Floor, 31 North Street, Chichester, PO19 1LX

GEORGE IDE^{LLP}

solicitors

52 North Street
Chichester
West Sussex
PO19 1NQ
Ref: DJW/PUR1804-20

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HM Land Registry

Landlord's title number: **WSX297808**

Administrative area: **West Sussex : Chichester**

Tenant's title number: **WSX385649**

Administrative area: **West Sussex : Chichester**

THIS DEED is made on the 12th December 2024

PARTIES

- (1) Louise Ursula Watt of George Ide LLP, 52 North Street, Chichester, PO19 1NQ, Lynne Mary Purchase of Greytiles, 40 Church Road, East Wittering, Chichester, West Sussex, PO20 8PS and Kevin Andrew Coppard of 1-2 The Barn, West Stoke Road, West Lavant, Chichester, PO18 9AA as Executors of the Estate of the late Christopher Francis Russell Purchase ("**Landlord**"); and
- (2) The Sussex Food Co Limited a company incorporated and registered in England and Wales with company number 09575996, whose registered office is at Sands East Bracklesham Drive Chichester West Sussex PO20 8JW ("**Tenant**").

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed.
- (C) The Landlord is entitled to the immediate reversion to the Lease.
- (D) The residue of the term granted by the Lease is vested in the Tenant.

AGREED TERMS

1 Interpretation

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

1.1 Definitions:

"Lease"; a lease of the Property dated made between Christopher Francis Russell Purchase (1) and the Tenant (2) and Nicholas Sutherland and Timothy Vaughan (3) dated 18 August 2016 which is duly registered at HM Land Registry with title number WSX385649 and all documents supplement and collateral to it including, but not limited to the deed of variation dated 17 July 2018 made between the same parties.

"Property"; part of the ground floor, basement, garden and garage (including the garage door) forming part of 31 North Street, Chichester, PO19 1LX as more particularly described in and demised by the Lease.

"Value Added Tax"; value added tax chargeable in the UK.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its respective successors in title and assigns.

- 1.3 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.8 The expression **tenant covenant** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in clause [NUMBER] of the Lease shall apply to this deed.

2 Rent Review

The Landlord and the Tenant record that the rent reserved under the Lease has been reviewed in accordance with the Lease and agreed at a nil increase namely an annual rent of £50,000 (exclusive of VAT) with effect from the Review Date (as defined in the Lease).

3 Variations to the Lease

- 3.1 From and including *12th December 2024* the Lease shall be read and construed *6.9* as varied by the provisions set out in the Schedule.
- 3.2 The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been contained in the Lease *6.9* with effect from *12th December 2024*.

4 Tenant's covenant

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed.

5 Registration of this deed

5.1 Promptly following the completion of this deed, the Tenant shall apply to register this deed at HM Land Registry against the Tenant's registered title number and the Landlord's registered title number as aforementioned.

5.2 The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.

5.3 Within one month after completion of the registration, the Tenant shall send the Landlord official copies of the respective registered titles.

6 Governing law

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

7 Jurisdiction

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

8 Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

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

Schedule 1 - Variations to the Lease

1. Addition of new clauses

- 1.1 The following shall be added to the Definitions at clause 1.1 Lease as new Definitions:

"2024 Lease"; the lease dated 12th December 2024 of the Ground Floor Garage premises part of the First Floor stairwell and the Second Floor at 31 North Street, Chichester, PO19 1LX and made between the Landlord (1) and the Tenant (2);

1.2 Clause 18 of the Lease

- 1.2.1 Clause 18.1 shall be deleted and replaced with the following:

"18.1 The Tenant shall not assign the whole of this lease without both:

(a) the consent of the Landlord, such consent not to be unreasonably withheld or delayed; and

(b) Contemporaneously assigning the whole of the 2024 Lease to the same assignee."

- 1.2.2 A new Clause 18.4(d) shall be inserted as follows:

"18.4(d) the Tenant fails to make a contemporaneous application to the Landlord for the assignment of the 2024 Lease to the same assignee."

1.3 Clause 4 of the Lease

- 1.3.1 Clause 4.1(b) shall be deleted and replaced with the following:

"4.1 (b) the right to use and to connect into Service Media at the Property (including those not forming part of the Property which are in existence at the date of this lease or which are installed or constructed during the term) including but not limited to a right to connect into and use the water supply servicing the Property for the benefit of the Building and other Lettable Units; the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause"

- 1.3.2 Clause 8.1 (a) shall be deleted and replaced with the following:

"cleaning, maintaining, decorating, repairing and renewing the Retained Parts excluding any action required as a result of or in connection with any latent or inherent defect thereon."

- 1.3.3 Clause 20 shall be numbered 20.1 and a new clause 20.2 shall be added as follows:

"The Tenant may grant the tenant of the adjacent ground floor shop unit and their employees a right to use the toilet facilities forming part of the Property during normal business hours and may charge an annual fee for such use."

Signed as a deed by Louise Ursula Watt

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Louise Ursula Watt

in the presence of:

.....

Witness's signature

Name:

Address:

Signed as a deed by Lynne Mary
Purchase

.....

Lynne Mary Purchase

in the presence of:

.....

Witness's signature

Name:

Address:

Signed as a deed by Kevin Andrew
Coppard

.....

Kevin Andrew Coppard

in the presence of:

.....

Witness's signature

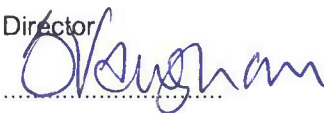
Name:

Address:

Executed as a deed by The Sussex
Food Co Limited acting by:



Director



Director/Secretary