

Dated

17th July

2018

(1) Christopher Francis Russell Purchase

- and -

(2) Sussex Food Company Ltd

- and -

(3) Nicholas Sutherland and Timothy Vaughan

DEED OF VARIATION

relating to

Ground Floor, 31 North Street, Chichester

GEORGE IDE_{LLP}
solicitors

52 North Street
Chichester
West Sussex
PO19 1NQ
Ref: DJW/PUR1804-16

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THIS DEED is made on the 17th day of ^{July} 2018.

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 dated 17th July 2018

PARTIES

- (1) Christopher Francis Russell Purchase of Greytiles 40 Church Road East Wittering, West Sussex PO20 8PS (the "**Landlord**");
- (2) The Sussex Food Co Limited incorporated and registered in England and Wales with company number 09575996 whose registered office is at Sands, East Bracklesham Drive, Chichester, West Sussex, United Kingdom, PO20 8JW (the "**Tenant**"); and
- (3) Nicholas Sutherland of Holly House Chestnut Avenue Chichester West Sussex PO19 5QE and Timothy Vaughan of Sands, East Bracklesham Drive, Chichester, West Sussex, United Kingdom, PO20 8JW (the "**Guarantor**").

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.
- (E) In the Lease the Guarantor entered into a guarantee and other covenants in respect of the tenant covenants of the Lease.
- (F) The Guarantor has agreed to join in this deed to record its consent to the variations to the Lease.

AGREED TERMS

1 Interpretation

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

1.1 Definitions:

"Guarantee Agreement"; the agreement set out in Schedule 1 of the Lease.

"Lease"; a lease of the Property dated 18th August 2016 and made between (1) Christopher Francis Russell Purchase (the Landlord) (2) The Sussex Food Co Limited (the Tenant) (3) Nicholas Sutherland and Timothy Vaughan (3) duly registered at HM Land Registry with title number WSX385649.

"Property"; Ground Floor, 31 North Street, Chichester as more particularly described in and demised by the Lease.

"Rent Deposit"; the rent deposit sum paid by the Tenant to the Landlord and held by the Landlord in accordance with the terms of the Rent Deposit Deed dated the same date as this Deed, duly made between the Landlord (1) and the Tenant (2).

"Rent Obligations"; all obligations in the Lease relating to the yearly rent including, without limitation, the obligation to pay the yearly rent, the provision for re-entry on the non-payment of the yearly rent, the obligation to pay interest on any arrears of the yearly rent and the provisions for the review of the yearly rent.

"Value Added Tax"; value added tax or any equivalent 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 References to the Guarantor include a reference to the personal representatives of any individual who comprises the Guarantor.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 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 the **"Property"** is to the whole and any part of it.
- 1.11 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.
- 1.12 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.13 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 1 of the Lease shall apply to this deed.

2 Variations to the Lease

2.1 Variations made

From and including the date of this deed, the Lease shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Lease remains in force

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 with effect from the date of this deed.

3 Tenant's covenant

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

4 Guarantor

In consideration of the Rent Deposit paid, the Landlord hereby releases the Guarantor from their liability pursuant to clause 36 of the Lease.

5 Application for registration

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 WSX385649 and the Landlord's registered title number WSX297808.

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 to the Landlord official copies of the respective registered titles.

6 Governing law

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

7 Jurisdiction

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

8 Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

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 Deletion of existing clauses

- 1.1 Clause 38 of the Lease (the "Break Clause"), shall be deleted;
- 1.2 In Clause 1.1, the definition of Break Date and Break Notice shall be deleted.

2 Amendment of existing clauses

- 2.1 Clause 1.3 shall be deleted and replaced with the following:

*"1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement."*

Signed as a deed by **Christopher Francis
Russell Purchase** in the presence of :

.....

Christopher Francis Russell Purchase

.....

Name:

Address:

Occupation:

Executed as a deed by **The Sussex Food Co. Limited** acting by Nicholas Sutherland a director and Timothy Vaughan a director



Nicholas Sutherland



Timothy Vaughan

Signed as a deed by **Nicholas Sutherland** in the presence of :



Nicholas Sutherland



Name: CAROL L THOMAS

Address: 50 WESTGATE
CHICHESTER
WEST SUSSEX
PO19 3HE

Occupation: SECRETARY

Signed as a deed by **Timothy Vaughan** in the presence of :



Timothy Vaughan



Name: CAROL L THOMAS

Address: 50 WESTGATE
CHICHESTER
WEST SUSSEX PO19 3HE

Occupation: SECRETARY