

Dated

12 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) BNP Paribas Real Estate Advisory & Property Management UK Limited

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## DEED OF SURRENDER

relating to

Part of the Ground Floor, and First Floor at 31 North Street, Chichester, PO19 1LX

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**GEORGE IDE**<sup>LLP</sup>  
solicitors

52 North Street  
Chichester  
West Sussex  
PO19 1NQ  
Ref: DJW/PUR1804-19

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## HM Land Registry

Landlord's Title Number: **WSX297808**

Administrative area: **West Sussex : Chichester**

Tenant's Title Number: **WSX323934**

Administrative area: **West Sussex : Chichester**

THIS DEED is made on the **12 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) BNP Paribas Real Estate Advisory & Property Management UK Limited of 10 Harewood Avenue, London, NW1 6AA incorporated and registered in England and Wales with company number 4176965 ("**Tenant**")

## BACKGROUND

- (A) This deed is supplemental to the Lease.
- (B) The Landlord remains entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is now vested in the Tenant.

## AGREED TERMS

### 1 Interpretation

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

#### 1.1 Definitions:

**"2017 Sublease"**; a lease of that part of the first floor as is more particularly demise by the said lease, dated 13 October 2017 which is made between the Tenant (as landlord) (1) and Donna Ockenden Limited (2) and which is duly noted against the aforementioned Tenant's Title Number in the Schedule of notices of leases as at the date of this Deed.

**"Electronic Payment"**; payment by electronic means in same day cleared funds from an account held in the name of the Landlord's Conveyancer or Tenant's Conveyancer (as applicable) at a clearing bank to an account in the name of the Tenant's Conveyancer or Landlord's Conveyancer (as applicable).

**"HMLR"**; HM Land Registry.

**"Landlord's Conveyancer"**; George Ide LLP of 52 North Street, Chichester, PO19 1NQ (ref: DJW/PUR1804-19) or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

**"Lease"**; a lease of part of the Ground Floor and First Floor at 31 North Street, Chichester, PO19 1LY (the correct post code for the avoidance of doubt is PO19 1LX) dated 2 October

2008 and made between the late Christopher Francis Russell Purchase (1) and Strutt & Parker LLP (2) and all documents supplemental or collateral to that lease.

**"Property"**; part of the Ground Floor and First Floor at 31 North Street, Chichester, PO19 1LY (the correct post code for the avoidance of doubt is PO19 1LX) as more particularly described in and demised by the Lease.

**"Tenant's Conveyancer"**; Farrer & Co of 66 Lincoln's Inn Fields, London WC2A 3LH (ref: ALA/87461.97) or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.

**"VAT"**; value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** does not include fax or email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.11 References to clauses are to the clauses of this deed.
- 1.12 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.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

## **2 Surrender**

- 2.1 In consideration of:
  - (a) the sum of £1 paid by the Tenant to the Landlord (receipt of which is acknowledged); and
  - (b) the Landlord and the Tenant granting the releases contained in clause 3;

the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender subject to the 2017 Sublease and any occupation of Donna Ockenden Limited or its occupiers.

- 2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

### **3 Releases**

- 3.1 Subject to clause 3.2:

- (a) the Landlord releases the Tenant and its predecessors in title from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them; and
- (b) the Tenant releases the Landlord from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

- 3.2 The releases set out in clause 3.1(a) and clause 3.1(b) are conditional upon the surrender of the Lease pursuant to clause 2.1 taking effect so that, if the surrender of the Lease pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 3.1(a) and clause 3.1(b) shall also not take effect.

### **4 Payments**

On completion of this deed, the Landlord shall, by Electronic Payment, refund to the Tenant any Annual Rent, Insurance Rent and Service Charge (each as defined in the Lease) and any VAT paid in respect of them paid in advance attributable to any period after the date of this Deed.

### **5 Documents and HMLR requirements**

- 5.1 Within two weeks of this deed, the Tenant shall:

- (a) deliver to the Landlord, or to the Landlord's Conveyancer:
  - (i) the counterpart Lease; and
  - (ii) the original part of this deed; and
  - (iii) copies of the 2017 Sublease and any deeds, licences, consent or other document supplementary to or collateral to it.

- 5.2 The Tenant shall apply within one month following completion of this deed to HMLR for:

- (a) any notice of the Lease against the aforementioned Landlord's Title Number to be cancelled;
- (b) the registration of any easements or rights granted by or over, or reserved out of, the Lease to be cancelled; and
- (c) the registered title to the Lease to be closed.

- 5.3 The Tenant shall, promptly attend to any requisition raised by HMLR on such applications referred to in clause 5.2 and the Landlord will assist with any such requisitions.

**6 Joint and several liability**

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant without affecting the liability of any other of them.

**7 Third Party Rights**

7.1 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.

7.2 A third party given the benefit of a release in clause 3.1 is entitled to enforce such right. The rights of the parties to this deed to rescind or vary it are not subject to the consent of any other person.

**8 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.

**9 Jurisdiction**

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).

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

**Original**

Signed as a deed by Louise  
Ursula Watt

.....  
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

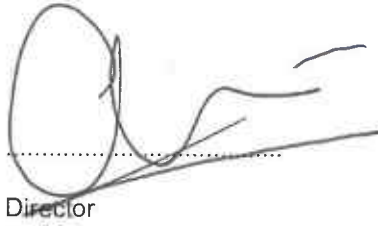
Name:

**Counterpart**

Signed as a deed by **BNP Paribas Real Estate Advisory & Property Management UK Limited** acting by two Directors

A handwritten signature in blue ink, appearing to read "M. Zingales.", written over a dotted line.

Director

A handwritten signature in black ink, written over a dotted line.

Director