

DEED OF SURRENDER OF PART AND DEED OF VARIATION

between

Plumb Jones Limited

and

Helen Louise Plumb

relating to

The Rear Extension at 27 North Street Winchcombe Cheltenham GL54 5PS

Ref : 30411.4/NR2

MORTON FRASER 
LAWYERS

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THIS DEED is made on

2020

HM Land Registry

Landlord's title number: GR146162

Administrative area: Tewkesbury

Tenant's title number: GR408788

Administrative area: Tewkesbury

between

- (1) **PLUMB JONES LIMITED** incorporated and registered in Scotland with company number **SC316460** whose registered office is at 13 Haremos Avenue, Portlethen, AB12 4UY ~~INT~~ ("the Landlord"); and
- (2) **HELEN LOUISE PLUMB** of 16 Harveys Lane Winchcombe Cheltenham GL54 5QT as a trustee for the Plumb Jones Pension Scheme ("the Tenant")

H. Plumb

WHEREAS:

This Deed is supplemental to the Lease.

The Landlord remains entitled to the immediate reversion to the Lease.

The residue of the term granted by the Lease remains vested in the Tenant.

The Landlord and the Tenant have agreed to enter into this Deed.

THEREFORE IT IS AGREED among the parties hereto as follows:-

1 Interpretation

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

1.1 Definitions:

"Annual Rent" the rent reserved pursuant to clause 2.3.1 of the Lease.

"Building" the building known as 27 North Street Winchcombe Cheltenham GL54 5PS as registered under title number GR146162.

"Lease" a lease of the Property dated 1 November 2016 and made between the Landlord (1) and the Tenant (2), and all documents supplemental or collateral to that lease.

"Plan" the plan titled "Surrender Plan" and annexed to this Deed.

"Property" the ground floor premises more particularly described in the Lease (including the Rear Extension).

"Rear Extension" the single storey extension at and comprising the rear of the Building and forming part of the Property as more particularly shown on the Plan.

"Remaining Property" the Property, excluding the Rear Extension which is being surrendered by this Lease.

"Surrendered Property" the Rear Extension.

- 1.2 Clause, Schedule and paragraph 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 References to the Property, the Surrendered Property and the Remaining Property include any part of them.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes fax but not email.
- 1.11 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.
- 1.12 References to a clause or Schedule is a reference to a clause or Schedule of this Deed.
- 1.13 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.
- 1.14 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.15 The expressions landlord covenant and tenant covenant each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2 **Surrender of part**

- 2.1 In consideration of:
 - 2.1.1 the Landlord paying £200,000 (excluding VAT) to the Tenant (of which the Tenant acknowledges receipt);and
 - 2.1.2 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 Surrendered Property and the Landlord accepts the surrender of the Surrendered Property.

- 2.2 The residue of the term of years granted by the Lease shall, so far as it relates to the Surrendered Property, merge and be extinguished in the immediate reversion to the Lease.

3 Releases

- 3.1 The Landlord releases the Tenant from all the tenant covenants of the Lease in so far as they relate to the Surrendered Property and from all liability for any subsisting breach of any of those covenants; and
- 3.2 The Tenant releases the Landlord from all the landlord covenants of the Lease in so far as they relate to the Surrendered Property and from all liability for any subsisting breach of any of them

4 Variations to the Lease

Without prejudice to clause 2.2, from the date of this Deed (and subject to the surrender referred to in clause 2.1), the terms of the Lease shall be varied as set out in Schedule 1, otherwise the covenants, conditions and other provisions contained in the Lease are to apply in full force and effect to the Remaining Property as they previously applied to the Property.

5 Payments

On completion of this Deed, the Tenant shall pay to the Landlord all rent and other sums due under the Lease up to, and including, completion of this Deed, to the extent that such sums have not already been paid.

6 Endorsement and registration of this Deed

- 6.1 On the date of this Deed, the Landlord and Tenant shall endorse a memorandum of this Deed on the Lease and its counterpart respectively and to supply to the other party a certified copy of the same within 21 days of the date of this Deed. The memorandum shall state that:

"Part of this Lease has been surrendered and provisions have been varied by a Deed of Surrender of Part and Deed of Variation dated 2020 and made between Plumb Jones Limited (1) and Helen Louise Plumb (2)".

- 6.2 Promptly following the completion of this Deed, the Tenant and the Landlord shall apply to register this Deed at HM Land Registry against the Tenant's registered title number GR408788 and the Landlord's registered title number GR146162.
- 6.3 The Tenant and the Landlord shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.
- 6.4 Within one month after completion of the registration, the Tenant and the Landlord shall send to the other official copies of the respective registered titles.

7 Receipt for capital monies

Matthew Richard John Jones, in his capacity as a trustee of the Plumb Jones Pension Scheme, executes this Deed for the purpose only of giving a valid receipt for the consideration referred to in clause 2.1.1.

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.

9 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.

AS WITNESS WHEREOF these presents are executed as a Deed on the date first before written.

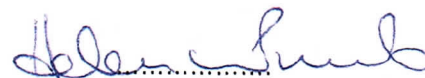
SCHEDULE 1

VARIATIONS TO THE LEASE

1 Variations to the Lease

- 1.1 Every reference in the Lease to the Property shall be deemed to be a reference to the Remaining Property.
- 1.2 The Annual Rent shall be continue at £250 pounds per annum (subject to review as provided for in the Lease), which shall be charged on the Remaining Property in exoneration of the Surrendered Property and which shall be payable as provided in the Lease.
- 1.3 The definition of Permitted Use shall be deleted and replaced by the following:
"use as a retail shop within Class A1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted."
- 1.4 Paragraph (a)(viii) of the definition of Property shall be deleted.
- 1.5 The definition of Rear Extension shall be deleted.
- 1.6 The right granted in clause 3.1.5 shall be deleted.

Executed as deed by **Plumb Jones Limited** acting by
Helen Louise Plumb, a director, in the presence of:



Director

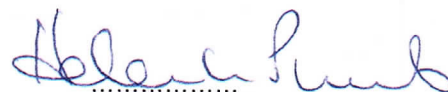
Witness signature:



Witness name (capitals): A. TAYLOR

Witness address: 42 CAMBRIA ROAD
EVESHAM
WR11 4QD

Executed as deed by **Helen Louise Plumb** acting as a
trustee of the Plumb Jones Pension Scheme in the
presence of:



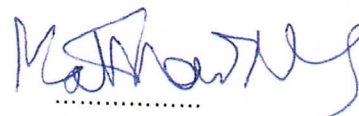
Witness signature:



Witness name (capitals): A. TAYLOR

Witness address: 42 CAMBRIA ROAD
EVESHAM
WR11 4QD

Executed as deed by **Matthew Richard John Jones**
acting as a trustee of the Plumb Jones Pension Scheme
in the presence of:



Witness signature:



Witness name (capitals): A. TAYLOR

Witness address: 42 CAMBRIA ROAD
EVESHAM
WR11 4QD