

DATED

07/03/

2023

L PATMORE LIMITED

and

LTP SEVENOAKS LIMITED

DEED OF SURRENDER IN RELATION TO LEASE

of

67A LONDON ROAD, SEVENOAKS, KENT

AND

10 VICTORIA ROAD, SEVENOAKS

Wellers  **Law Group LLP**

2nd Floor, 50 – 52 London Road

Sevenoaks, Kent TN13 1AS

(Ref: JR/49366.002)

THIS DEED is made 07 day of MARCH

2023

BETWEEN

- (1) L PATMORE LIMITED (Company No. 00638322) whose registered office is at 67A London Road, Sevenoaks, Kent TN13 1AU ("the Tenant")
- (2) LTP SEVENOAKS LIMITED (Company No: 14012009) whose registered office is at New Burlington House, 1075 Finchley Road, London SW11 0PU ("the Landlord")

RECITALS

- (A) This deed is supplemental to the Lease
- (B) The reversion immediately expectant upon the term comprised in the Lease is vested in the Landlord
- (C) All estate interest and right in the Lease is vested in the Tenant
- (D) It has been agreed that the Tenant will surrender all its estate right and interest in the upper floors of the Property and the Lease to the Landlord and the Landlord will accept the surrender on the terms hereafter appearing

INTERPRETATION

In this deed (including the recitals) except where the context otherwise requires the following words and expressions shall have the following meanings:

"Lease" means the Lease dated 10 June 2014 made between [REDACTED] (1) and the Tenant (2) and any earlier lease as defined therein as the "Principal Lease"

"Property" means 1st and 2nd Floors 67A London Road, Sevenoaks and 10 Victoria Road, Sevenoaks

SURRENDER

1. In consideration of the sum of [REDACTED] being paid by the Landlord to the Tenant pursuant to section 37 Landlord and Tenant Act 1954 and of the release by the Landlord hereinafter contained the Tenant with full title guarantee as to its estate interest and rights in the Lease and the Property with effect from 04 July 2023 HEREBY ASSIGNS AND SURRENDERS to the Landlord all its estate interest and rights in the Property free from encumbrances and with vacant possession and in a clean and tidy condition removing all stock equipment and loose furniture causing as little damage as reasonably possible to the Property and the building of which it forms part to the intent that all such estate interest and rights shall merge and be extinguished in the reversion immediately expectant thereon.
2. The payment of the sum in 1 above will be made within 10 days of 04 July 2023 on condition the Tenant has complied with the terms in 1 above. The parties hereby agree there that nearer 04 July 2023 they will agree a day and time to meet to jointly inspect the premises whenever the Tenant indicates they believe they have complied and such joint inspection is thus to confirm compliance or is for the Landlord to require any further points to be addressed. At all times with both sides acting reasonably as to the interpretation of the Tenant's obligations contained in 1 above.
3. For the purposes of compliance with the Tenant's obligations contained in 1 above, the parties agree that Schedule One to this document sets out the agreed complete list of items to be removed by the Tenant.

RELEASE

1. The Landlord and Tenant hereby release the other absolutely from all of their liabilities covenants and obligations past present and future under the Lease or any documents ancillary or supplemental thereto (other than this deed) and all damages actions proceedings costs claims demands and expenses arising from such obligations and liabilities.
2. The Tenant will not bring or make any action claim or demand whatsoever in respect of or relating to the Lease or this surrender including (without limitation) all or any claims under the Landlord and Tenant Act 1954 as amended

PAYMENTS

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

2. Until the date of surrender the tenant will continue to pay all sums properly due under the lease and comply with their obligations as defined by the lease.
3. Where service charge and/or utility payments under the Lease have been made on the basis of estimated figures the apportionment will be made at completion on those estimated figures and the Landlord shall notify the Tenant of the apportioned amount of the final figures when they are known and the Tenant shall pay to the Landlord within 10 working days of that notification any balance due, or in the case of any overpayment the Landlord shall repay to the Tenant any overpayment within 10 working days of notification of the same but in any event by no later than 14 July 2023.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has signed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

DOCUMENTS

On the date of this deed the Tenant shall deliver to the Landlord or to the Landlord's solicitor:-

1. the Lease; and
2. the original part of this deed

NON-MERGER

Completion will not cancel any liability to perform any outstanding obligation under this deed

IN WITNESS whereof the parties have sealed this instrument as a deed and have delivered it upon dating.

SCHEDULE ONE
SCHEDULE OF AGREED ITEMS

Storage Area

Small store Racking to be removed

Large store Racking to be removed

All stock to be removed.

Showroom and offices

All display stands to be removed, except for flat wall at rear of showroom

Removal of bench in workshop (wooden cabinet in hallway to remain).

Remove table and items in kitchen.

Downstairs Shop

Flat wall and shelving to be left as agreed.

Removal of any desks and freestanding cabinets throughout the whole building.