

DATED: 15 December 2025

**The Trustees of Dentons Self Invested Personal Pension E C S Dawson and Dentons
Self Invested Personal Pensions L M Clarke**

and

Propitas Building & Project Consultants Limited

DEED OF SURRENDER

Relating To

**Unit 10, Gleneagles Court, Brighton Road,
Crawley, West Sussex RH10 6AD**



DMH Stallard

www.dmhstallard.com

HM Land Registry

Landlord's title number: WSX173768

Administrative area: West Sussex, Crawley

Tenant's title number: WSX374604

Administrative area: West Sussex, Crawley

THIS DEED is made the 15th day of December 2025

BETWEEN

- (1) DENTON & CO TRUSTEES LIMITED (Co. Regn. No. 01939029) care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE the trustee of Dentons Self Invested Personal Pension E C S Dawson and Dentons Self Invested Personal Pension L M Clarke and ELLIOT CHARLES SPENCER DAWSON care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE the trustee of Dentons Self Invested Personal Pension E C S Dawson and LORI MICHAEL CLARKE care of Denton Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE as trustee of the Dentons Self Invested Personal Pension L M Clarke (**Landlord**);
- (2) PROPITAS BUILDING & PROJECT CONSULTANTS LIMITED a private company incorporated and registered in England and Wales with company number 11293902 whose registered office is at One St Peter's Square, Manchester, M2 3DE
(**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:

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

HMLR HM Land Registry.

Landlord's Conveyancer DMH Stallard LLP of Origin 1, 108 High Street, Crawley, West Sussex RH10 1BD (ref 0840/402758-2) 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 Unit 10, Gleneagles Court, Brighton Road, Crawley, West Sussex RH10 6AD and made between (1) The Trustees of Dentons Self Invested Personal Pension E C S Dawson and Dentons Self Invested Personal Pensions L M Clarke; and (2) Propitas LLP, and all documents supplemental or collateral to that lease.

Property Unit 10, Gleneagles Court, Brighton Road, Crawley, West Sussex RH10 6AD as more particularly described in and demised by the Lease.

VAT value added tax or any equivalent tax chargeable in the UK [or elsewhere.

- 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 include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.6 A reference to any party includes 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 includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** includes fax but not 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 the Landlord and the Tenant granting the releases contained in clause 5; 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.
- 2.2 The Surrender is made subject to the occupation of Activate Event Management Limited.
- 2.3 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. VALUE ADDED TAX

- 3.1 Each amount stated to be payable under or pursuant to this deed is exclusive of VAT (if any).
- 3.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this deed, the paying party shall pay to the other party an amount equal to that VAT, on receipt of a VAT invoice.

4. REPAYMENT

The Landlord agrees to reimburse the Tenant, on completion of this deed, for any amount of Annual Rent paid in advance and for any VAT paid in respect of such Annual Rent under the Lease in respect of the Property attributable to any period after completion of this deed.

5. RELEASES

- 5.1 Subject to clause 5.2:
- 5.1.1 the Landlord releases the Tenant and its predecessors in title from all the tenant covenants of the Lease but without prejudice to any liability that has accrued before completion of this deed; and
- 5.1.2 the Tenant releases the Landlord and any other person that was at any time entitled to the immediate reversion to the Lease from all the landlord covenants of the Lease but without prejudice to any liability that has accrued before completion of this deed.
- 5.2 The releases set out in clause 5.1.1 and clause 5.1.2 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 5.1.1 and clause 5.1.2 shall also not take effect.

6. PAYMENTS

On completion of this deed, the Tenant shall pay to the Landlord all Annual 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.

7. DOCUMENTS AND HMLR REQUIREMENTS

7.1 On the date of this deed, the Tenant shall

deliver to the Landlord, or to the Landlord's Conveyancer the original part of this deed.

7.2 The Tenant shall, within five working days of any written request from the Landlord, supply the Landlord with all further documents and information required in connection with any requisition raised by HMLR on such application.

8. 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.

9. THIRD PARTY RIGHTS

9.1 Except as expressly provided in clause 9.2, 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.

9.2 A third party given the benefit of a release in clause 5.1 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.

10. 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.

11. 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).

12. LIMITATION OF TRUSTEES' LIABILITY

Any liability, including but not limited to liability for pre-contractual statements and representations, of Denton & Co Trustees Limited ("the Professional Trustee") trustee of the Dentons Self Invested Personal Pension relating to Lori Michael Clarke and the Dentons Self Invested Personal Pension relating to Elliot Charles Spencer ("the Schemes") shall at all times be limited to the extent of the realisable value of the assets of the Scheme from time to time. The Professional Trustee contracts as trustee only and the directors shall incur no personal liability whatsoever. Nothing in this clause excludes liability for fraud.

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

Executed as a deed by DENTON & CO
TRUSTEES LIMITED acting by a
director and a director OR its secretary

Signed by:
Martin Friel
625BDA211D5D4F1...

Signature of first director above

Director Signed by:
Chris Taylor
3B082B9B4148423...

Signature of first director or secretary above
Director OR Secretary (delete as applicable)

Executed as a deed by ELLIOT
DAWSON in the presence of:

Signed by:
Elliot Dawson
7288E4E9A44045B...

Elliot Dawson

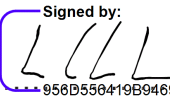
Signed by:
Janet Dawson
6C5F87E578DF480...

Signature of witness.....

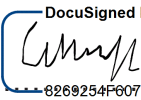
Name witness..... Janet Dawson

Address of witness..... 1 East View, Dunsfold Road
..... Alfold, Surrey GU6 8JB
.....

Executed as a deed by LORI CLARKE
in the presence of:

Signed by:

956D550419B9469.....

Lori Clarke

DocuSigned by:

Signature of witness.....8269254F607A415.....

Name witness.....
Isabelle Clarke

Address of witness.....
Ryeland, Meath Green Lane, Horley
RH6 8JA
.....
.....

EXECUTED as a DEED by
PROPITAS BUILDING & PROJECT CONSULTANTS
LIMITED
acting by a Director in the presence of:

.....
Director

Witness Signature:

Witness Name:

Witness Address:

.....

Witness Occupation: