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Title Number SK127049

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KSB Law

Dated

24th JUNE

20074



SK1837

HALIFAX plc (1)

-and-

ANTHONY HARRY RATCLIFFE

and

MALCOLM OLIVER BROWN (2)

-and-

BOOTS OPTICIANS LIMITED (3)



SEQ170

Photo
Copy

FIRE ESCAPE DEED

relating to

23/24 Market Square Street Dul

Newmarket

Suffolk

KSB Law
Lincoln House
High Street
Harpenden

Herts AL5 2SX

DX: 80454 HARPENDEN

Tel: 01582 766866

Fax: 01582 712424

Ref: RAW/HAL090-1944

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WE HEREBY CERTIFY THIS TO BE A TRUE
AND COMPLETE COPY OF THE ORIGINAL

Drucis & Attlee

DRUCES & ATTLEE

SALISBURY HOUSE, LONDON WALL
LONDON EC2M 5PS

THIS DEED OF GRANT is made the *24th* day of *JUNE* 200*34*

- Between:-**
- (1) **HALIFAX plc** a company registered in England and Wales with registration number 2367076 and whose registered office is at Trinity Road Halifax West Yorkshire HX1 2RG ("the Grantor");
 - (2) **ANTHONY HARRY RATCLIFFE and MALCOLM OLIVER BROWN** being the trustees of the Carolgate Friendly Society of 55 South Ardley Street, Grosvenor Square, London W1K 2QH ("the Grantee"); and
 - (3) **BOOTS OPTICIANS LIMITED** a company registered in England and Wales with registration number 302441 and whose registered office is at 1 Thane Road West Nottingham NG2 3AA ("the Tenant")

RECITALS

- (1) The Grantor is the owner of the unencumbered fee simple absolute in possession of 23/24 Market Street Newmarket Suffolk ("the Grantor's Land") all of which is shown for identification purposes only edged red on the plan annexed hereto ("the Plan")
- (2) The Grantee is the registered proprietor of numbers 78 and 80 High Street Newmarket Suffolk ("the Property") which are registered at HM Land Registry with title absolute under title number SK127049 and SK1837 respectively all of which is shown for identification purposes only edged ~~in red~~ ^{blue} on the Plan *Dent*
- (3) The Tenant is the lessee of the whole of that part of the Property shown for identification purposes only edged ~~in blue~~ ^{yellow} on the Plan pursuant to a lease dated 16 December 1983 and made between Britel Fund Trustees Limited (1) and Currys Group Public Limited Company (2) ("the Lease") *Dent*
- (4) The Grantee and Tenant have requested that the Grantor grant to them the right to pass and repass over part of the Grantor's Land for the purpose of egress from the Property for

fire escape purposes or for the purposes of practice evacuations which the Grantor has agreed to do upon the terms hereinafter appearing

NOW IT IS HEREBY AGREED as follows:-

1 Interpretation

The following words and expressions shall have the following meaning where the context so admits

1.1 Save as hereinafter provided at any time when any party hereto comprises two or more parties such expression shall include all or either of any such parties and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such parties jointly and severally

1.2 Any covenant in this deed by any party hereto not to do any act or thing shall be deemed to include an obligation not to suffer such act or thing to be done and to use its best endeavours to prevent such act or thing being done by another

1.3 Clause sub-clause and paragraph headings in this deed are for reference purposes only and shall not be taken into account in the construction or the interpretation of this deed

1.4 References in this deed to any clause sub clause or paragraph without further designation shall be construed as a reference to the clause sub clause or paragraph of this deed so numbered

1.5 Any reference to a specific statute or statutory provision includes reference to any statutory modification extension or re-enactment of such statute or statutory provision and to any regulations legislation made under statute or statutory provision from time to time

2 Use of Fire Escape Route

2.1 In consideration of the covenants on the part of the Grantee and the Tenant hereinafter contained the Grantor hereby grants to the Grantee and the Tenant the right in case of emergency only or for the purposes of practice evacuations to pass through and over on foot only that part of

the Grantor's Land shown for identification purposes only coloured brown on the Plan for the purpose of escape to the service yard shown edged in green on the Plan ("the Fire Escape Route")

2.2 The Grantee and the Tenant hereby covenant with the Grantor to keep the Fire Escape Route unobstructed at all times and in accordance with the requirements of the fire officer or the local authority

2.3 For the avoidance of doubt the rights herein granted intended to benefit the Grantee and the Tenant and their servants agents tenants licensees and invitees and their respective assigns and successors in title and further this deed is binding on the Grantors assigns and successors in title.

3 Alterations to Fire Escape Route

The Grantor reserves the right to alter at any time any part of the Fire Escape Route upon giving reasonable written notice to the Grantee and the Tenant provided that such alternative route is of equal use for the purposes granted.

4. Option to determine

4.1 The Grantor shall be entitled to determine this deed at any time upon giving to the Grantee and the Tenant not less than three months' prior written notice to that effect

4.2 The Grantee and/or the Tenant may determine this deed on an anniversary of the date of this deed upon giving to the Grantor not less than three months' prior written notice and such notice shall be irrevocable and binding on all parties to this deed

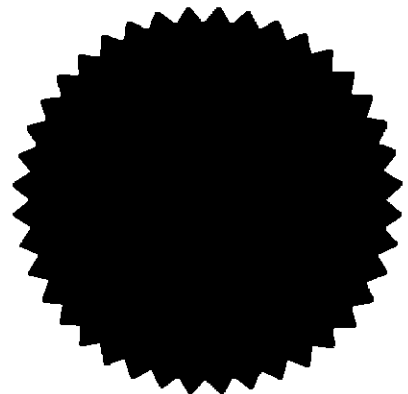
4.3 Upon the expiry of any notice served pursuant to clause 4.1 or clause 4.2 all rights under this Deed shall cease save that the rights and remedies of either party against the other in respect of any antecedent breach of any provision of this deed shall not expire

5. Costs

The Tenant agrees to pay on demand all reasonable and proper professional fees and expenses incurred by the Grantor attendant upon or incidental to this Deed together with any value added tax thereon

IN WITNESS WHEREOF THIS DEED has been executed and delivered the day and year first before written

THE COMMON SEAL of HALIFAX plc)
was hereunto affixed in the presence of:-)



M. Oliver
Authorised signatory

SIGNED AS A DEED by
ANTHONY HARRY RATCLIFFE

in the presence of

*Danny Schwarz
Drives & Attlee, Salisbury House
London Wall
London EC2M 5PS*

)
) *[Signature]*
)

SIGNED AS A DEED by
MALCOLM OLIVER BROWN

in the presence of

*Danny Schwarz
Drives & Attlee
Salisbury House
London Wall
London EC2M 5PS*

)
) *M. Oliver*
)

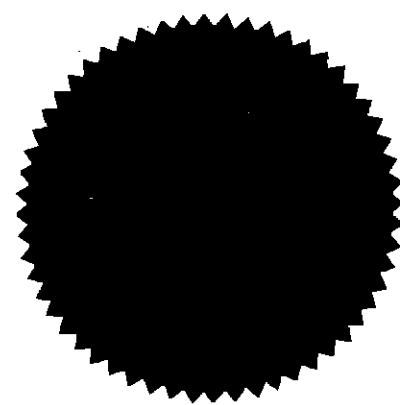
EXECUTED AS A DEED by the said)
BOOTS OPTICIANS LIMITED acting by)
two directors or one director and the company)
secretary)

[Signature]

Director

[Signature]

Director/Secretary



APPROVED FOR
SIGNATURE
[Signature]
H. E. OLIVER

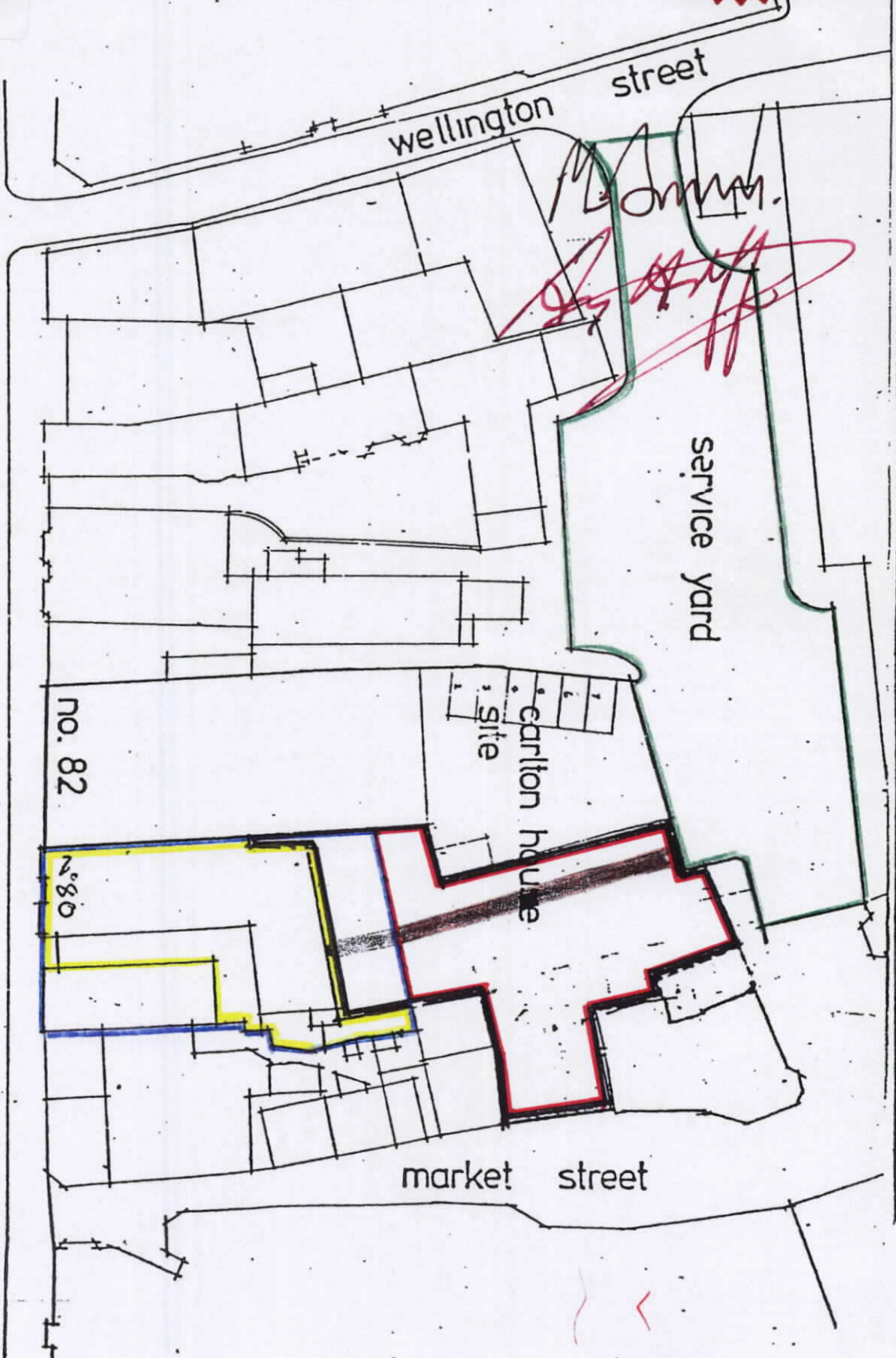
James Hartley

MO-cowen
Authorised Signatory



PLAN

high street



no. 82

N 80

market street

service yard

carlton house
site

wellington street