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Title Number BK137630

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DATED

12TH APRIL

2011

WOODLOCK FREEHOLD COMPANY LIMITED (1)

and

HEATHER ANNE SCOTT (2)

and

WOODLOCK MANAGEMENT COMPANY LIMITED (3)

DEED OF SURRENDER AND LEASE RELATING TO:
FLAT 4 WOODSTOCK HOUSE AND PARKING SPACE
RECTORY ROAD WOKINGHAM BERKSHIRE
RG40 1DJ



SEQ115



COPY

Redferns
9 Churchill Court
58 Station Road
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Ref: SS/H10089.0001

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
SIGNED: *Redferns*
DATE: 12-04-11
MESSRS REDFERN'S
9 CHURCHILL COURT
58 STATION ROAD
NORTH HARROW
MIDDLESEX HA2 7SA

LR1. Date of Lease	12 TH APRIL 2011
LR2. Title Number(s)	LR2.1 Landlord's Title Number(s)
	BK137630; BK132926 and BK136564
	LR2.2 Other Title Numbers
	BK325230
LR3. Parties to this Lease	Landlord
	WOODLOCK FREEHOLD COMPANY LIMITED (Company Registration No. 7170750) C/o: John Mortimer Property Management Limited Bagshot Road Bracknell Berkshire RG12 9SE
	Tenant
	HEATHER ANNE SCOTT of 3 Osterley Close Wokingham Berkshire RG40 2LY
	Other Parties – Management Company
	WOODLOCK MANAGEMENT COMPANY LIMITED (Company Registration No. 02662909) C/o: John Mortimer Property Management Limited aforesaid
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail See the First Schedule of the original lease dated 7 October 1994 ("the Original Lease") made between Garth Construction Limited (1) Woodlock Management Company Limited (2) and Pauline Anne Andreou (3)
LR5. Prescribed Statements etc.	[LR5.1 Statements prescribed under

	rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003]
	None
	[LR5.2 This lease is made under, or by reference to provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996]
	None
LR6. Term for which the Property is leased	From and including 6 th October 2010
	To and including 5 th October 3009
LR7. Premium	NIL
LR8. Prohibitions or restrictions on disposing of this lease	
	This lease does contain a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land
	None
	LR9.2 Tenant's covenant to (or offer to) surrender this lease
	None
	LR9.3 Landlord's contractual rights to acquire this lease
	None
LR10. Restrictive covenants given in this lease by the Landlord in	None

respect of land other than the Property	
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property
	See the First Schedule of the Original Lease
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
	See the Second Schedule of the Original Lease
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard Form of restriction	None

LAND REGISTRATION ACT 2002

District : **Wokingham**

Freehold Title Numbers : **BK137630; BK132926 and BK136564**

Leasehold Title Number : **BK325230**

Property : **FLAT 4 AND PARKING SPACE
WOODSTOCK HOUSE
RECTORY ROAD
WOKINGHAM
BERKSHIRE RG40 1DJ**

THIS DEED OF SURRENDER AND LEASE is made the 12th day of APRIL 2011

BETWEEN

WOODLOCK FREEHOLD COMPANY LIMITED (Company Registration No. 7170750) C/o: John Mortimer Property Management Limited Bagshot Road Bracknell Berkshire RG12 9SE (hereinafter called "the Lessor") of the first part and **HEATHER ANNE SCOTT** of 3 Osterley Close Wokingham Berkshire RG40 2LY (hereinafter called "the Lessee") of the second part and **WOODLOCK MANAGEMENT COMPANY LIMITED** (Company Registration No. 02662909) C/o: John Mortimer Property Management Limited Bagshot Road Bracknell Berkshire RG12 9SE (hereinafter called "the Company") of the third part

WHEREAS :

- (a) (i) By a Lease (hereinafter called the "Original Lease") made the 7th day of October 1994 between Garth Construction Limited (1) The Company (2) and Pauline Ann Andreou (3) **ALL THAT** ground floor flat known as Flat 4 Woodstock House Rectory Road aforesaid (hereinafter called "the Flat") was demised unto the said Pauline Ann Andreou for a term of 99 years from the 25th day of December 1991 subject to the rents reserved

therein and to the covenants agreements conditions therein contained

- (b) The Lessor is entitled to the freehold reversion in the property known as Lockton House and Woodstock House Rectory Road Wokingham registered at HM Land Registry with absolute title under the above Freehold Title Numbers and the Lessee is entitled to the benefit of the Leasehold interest in the Flat registered under HM Land Registry under the above Leasehold Title Number
- (c) The Lessor and the Lessee have agreed to vary the terms of the Original Lease in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH as follows:-

In consideration of the covenants hereinafter contained the Lessor and the Lessee agree as follows:-

1. There shall be substituted for the said term of 99 years referred to in Clause 1 of the Original Lease the term of 999 years commencing on and including the 6th day of October 2010 and ending on and including the 5th day of October 3009
2. As from the date hereof the rent referred to in Clause 1 and the Third Schedule of the Original Lease shall be a peppercorn per annum (if demanded)
3. The registration fee required by Clause 2 (h) of the Original Lease shall be "a reasonable registration fee of not less than Fifty Pounds (£50) together with Value Added Tax thereon" in lieu of "a registration fee of Twenty-Five Pounds (£25)"
4. In Sub-Clauses 2 (i)(b) and (c) and in Sub-Clauses 2 (j) (a) and (b) of the Original Lease the words "the Lessor and" shall be added before the words "the Company"

5. In Sub-Clause 2 (i) (c) of the Original Lease the words “(PROVIDED THAT the Lessor and the Company shall be entitled to withhold consent in the event that the Lessee applies to sub-let the flat to a person or persons who propose to have their rent paid by the local authority , DSS, a Housing Association or other government body)” after the words “withheld or delayed” and at the end of the said Sub-Clause (i) (c) of the Original Lease the following words shall be added “and in the event that the sub-tenant’s rent shall at any stage be paid by the local authority, DSS, a Housing Association or other government body the Lessee shall take all necessary proper legal steps to end the sub-tenancy at the expense of the Lessee without delay and on the earliest possible date the Lessee shall serve a notice to quit and if necessary start legal proceedings to procure vacant possession of the Flat”
6. In Sub-Clause 2 (l) of the Original Lease the words “provided that the Lessee shall be entitled to place one cycle in any cycle shed provided by the Lessor for that purpose subject to such regulations as the Lessor may impose from time to time” shall be added at the end thereof
7. At the end of clause 3 (ii) of the Original Lease the following words shall be added:-
“and in the event of clause 6 (v) operating and the Lessor giving the Lessee written notice of the same the Lessee shall make such payments to the Lessor and not to the Company”
8. A new clause 6 (v) is hereby added to the Original Lease as follows:-
“In the event of the Company ceasing to exist or failing to observe the covenants and obligations on its behalf herein contained and subject to the Lessee paying the rent and other

sums payable under the Original Lease to observe and perform the covenants and obligations on the part of the Company in clause 4 of the Original Lease".

9. In clause (f) of the First Schedule of the Original Lease the period "twenty four hours" is replaced by the period "fourteen days" and the words "as are not hereby demised or demised in the lease of any other flat" are replaced by the words "by the Lessor from time to time"
10. At the end of the First Schedule of the Original Lease the following sub-clause shall be added:-
(h) "the benefit of any communal television aerial satellite dish or other apparatus installed by the Lessor for the benefit of the Lessees"
11. The name "Garth Construction Limited" in the Sixth and Seventh Schedules of the Original Lease is hereby replaced by the name "Woodlock Freehold Company Limited"
12. Save as aforesaid it is hereby agreed and declared that the covenants agreements and conditions contained in the Original Lease shall apply (mutatis mutandis) as though they were herein set out in extenso and the parties covenant with each other to observe and perform the covenants therein as amended herein

IN WITNESS whereof the parties hereto have hereunto signed this
Deed the day and year first above written

W. Hampton

✓ M Hampton

✓ M Hampton

✓ M Hampton

✓ M Hampton