

Mr S A Grant  
c/o Mr A Grant  
Shandford Cottage, Station Road  
Budleigh Salterton  
Devon EX9 6RT

Our Ref: SCG/TR/56303

Your Ref:

Date: 23rd April 2004

Dear Mr Grant

**Re: Your purchase of 43a High Street, Budleigh Salterton**

Further to our meeting on Thursday 8<sup>th</sup> April just before the Easter weekend and then our telephone discussion the following Tuesday 13<sup>th</sup> April, I wrote to the Seller's solicitors concerning your remaining concern over the 65% contribution to service charges. (I did not raise the matter of the roof void discussed on the Thursday - as agreed in our subsequent telephone discussion).

In addition to asking for a copy of the Insurance details, I also asked for relevant extracts from the Lease of the ground floor shop so that you and I can see what are the responsibilities of the ground floor tenant.

I have now received a reply from Mrs Gooch's solicitors and enclose a copy of their reply. You will in particular note that they are now talking in terms of a contribution of 65% of one half of the insurance premium.

Please let me know whether you wish to proceed with this purchase and I will immediately progress the normal pre-contract legal work. Perhaps it would be appropriate to make a mutually convenient appointment in say about a week to 10 days time to allow me to make a full report to you.

With kind regards,

Yours sincerely

  
Stephen C Govier  
Symes Robinson & Lee



51 High Street  
Budleigh Salterton

Devon  
EX9 6LG

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electronic mail



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THE LAW SOCIETY



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For the attention of Mr S Govier  
 Symes Robinson & Lee  
 51 High Street  
 Budleigh Salterton  
 EX9 6LG  
 DX 122840 BUDLEIGH SALTERTON

Our Ref: jxg/463/1025277/7

Your Ref:

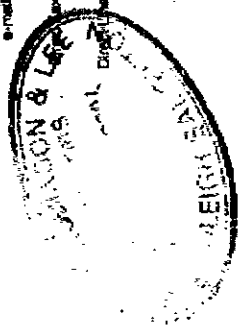
Date: 20 April 2004

When calling please ask for: John Garty

e-mail: jxg@foot-ansteys.co.uk

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Dear Sirs

**SUBJECT TO CONTRACT**  
**OUR CLIENT: GOOCH**  
**YOUR CLIENT: GRANT**  
**PROPERTY: LEASEHOLD FLAT AT 43a HIGH STREET, BUDLEIGH SALTERTON EX9 6LE**

Further to our telephone conversation with Mr Govier on Thursday afternoon of last week, we thank you for your letter dated 15<sup>th</sup> April.

We enclose a copy of the Schedule of Insurance relating to both of our clients' properties, 43 and 43a High Street. We also enclose a copy of the insurance account which you will see for the whole of our clients' properties amounts to £902.37.

Our clients instruct us that your client would be responsible for 65% of one half of the total premium and therefore on the current premium your client's contribution would be £293.27 per year.

In respect of the ground floor of 43a High Street, we enclose extracts from the Lease of the 20<sup>th</sup> March 2003 (pages 5, 6, 8 and 23). You will see from the description of the property on the ground floor that it includes in the demise all of the exterior doors, windows and their frames at the premises and all facia boarding at the front of the property and that under the tenant's repairing covenant contained on page 23, the tenant covenants to keep the demised premises in good repair and condition. Hence, in the proposed Lease to your client there is included within the demise which is to be the responsibility of your client, exterior windows, window frames and door and frame and the exterior render of the first and second floors. The 65% contribution from your client expected under the terms of the Lease would only be in relation to the main structure of the property at 43a i.e. the walls, foundations and the roof (and roof structures) and any shared services.

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Community  
 Legal Service



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 REGULATED BY THE LAW SOCIETY



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A list of partners' names is available for inspection at 21 Derry's Cross, Plymouth

insurance premium tax payable on the above.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, and any other risks against which the Landlord decides to insure against from time to time.

**Interest Rate:** interest at the base lending rate from time to time of National Westminster Bank plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

**Permitted Use:** restaurant in part known as 43a High Street, Budleigh Salterton and shop in the other part known as 43 High Street, Budleigh Salterton and such other use as may be permitted with the consent of the Landlord.

**Plan:** the plan attached to this lease marked "the Plan".

**Property:** the ground floor of the Building shown for the purposes of identification only edged red on Plan bounded by and including:

- (a) the floorboards wood block floors floor screed and other flooring
- (b) the ceilings of the Property, but excluding the joists above the ceilings
- (c) the interior plaster finishes of exterior walls and columns
- (d) the plaster finishes of the interior structure and load-bearing walls and columns
- (e) the interior non structural or load-bearing walls of the Property
- (f) the doors and windows within the interior, their frames and fittings
- (g) the exterior doors windows and their frames and all fascia boarding at the front of the Property
- (h) the interior structural load-bearing walls and columns within the Property other than their plaster finishes and other than the doors and windows and their frames and fittings within such walls, and
- (i) all Service Media within the Property but which do not exclusively serve that part of the Property
- (j) the Landlord's fixtures and fittings which shall from time to time be in or upon the Property (whether originally affixed or fastened to or upon the Property or otherwise) except any fixtures installed by the Tenant that can be removed from the Property without defacing the Property (other than where the Tenant has replaced the Landlord's fixtures and fittings)
- (k) all water sanitary ventilation and heating apparatus
- (l) all additions alterations and improvements to the Property

- (1) all additions alterations and improvements to the Property

**Rent Commencement Date:**

**Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December

**Review Date:** 20<sup>th</sup> day of November 2006 and every third anniversary of that date and the last but one day of the contractual Term.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewerage, [air-conditioning,] energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Tenant's Proportion:** 35%

"The Superior Lease" means a lease dated 4 November 1988 made between John Copplestone Palmer (1) and Christopher Edward Daniel Marker and Lynda Dorothy Evans (2) relating to 43 High Street, Budleigh Salterton

**Third Party Rights:** all rights exceptions and reservations and covenants affecting the Building including the matters referred to at the date of this lease in the property registers and charges registers (excluding financial charges) of title numbers DN 253814 and DN448904 and contained or referred to in the Superior Lease as relate to the Property.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.3 A reference to this lease, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.5 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.6 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.19 References to writing or written do not include [faxes or] email.

1.20 Except where a contrary intention appears, a reference to a clause or schedule, is a reference to a clause of, or schedule to, this lease and a reference in a schedule to a paragraph is to a paragraph of that schedule.

1.21 Clause, schedule and paragraph headings do not affect the interpretation of this lease.

## 2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it;
- (b) the Insurance Rent;
- (c) all interest payable under this lease;
- (d) all other sums due under this lease; and
- (e) the right of access over the Yard for the purpose of access to the Property and for the purpose of maintaining the Property.

## 3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant the following rights (the **Rights**):

- (a) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease,
- (b) the right to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed during the perpetuity period,

5

it and, within [one month] of completion of the Transaction, Landlord office copies of its title.

22.3 No later than one month after a Transaction (other than the grant of this lease) the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction, and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitor, and
- (c) pay the Landlord's solicitors a registration fee of at least £40 (plus VAT).

22.4 If the Landlord requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

### 23. TENANT'S COVENANTS FOR REPAIR

23.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.

23.2 The Tenant will not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them, or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended as mentioned in clause 8.2.

23.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.

23.4 The Tenant shall replace any plate glass or other window that becomes cracked or broken as soon as possible.

### 24. LANDLORD'S COVENANT FOR REPAIR

24.1 The Landlord shall use its reasonable endeavours to keep those parts of the Building that afford support and protection for the Property the



2  
insurance premium tax payable on the above.

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- (k) all water sanitary ventilation and heating apparatus
- (l) all additions alterations and improvements to the Property