

CL 2047

DATED

13 April

2016

HIS ROYAL HIGHNESS
THE PRINCE OF WALES

(1)

THE SHEPTON MALLET BOWLS CLUB

(2)

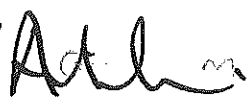
LEASE

of 2.130 acres of land and buildings known as
The Shepton Mallet Bowls Club
in the Parish of Shepton Mallet
in the Manor of Shepton Mallet
in the County of Somerset

Commences	25 March 2013
Term of Years	21 years
Expires	24 March 2034
Rent	Various

INROLLED in the office of the Duchy of Cornwall the day 19th of April 2016

Before me,

✓ A  Keeper of the Records

PRESCRIBED CLAUSES

LR1. Date of lease

13 April 2016

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WS21902

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

HIS ROYAL HIGHNESS CHARLES PHILIP ARTHUR GEORGE PRINCE OF WALES DUKE OF CORNWALL AND ROTHESAY EARL OF CHESTER AND CARRICK AND BARON OF RENFREW LORD OF THE ISLES AND GREAT STEWARD OF SCOTLAND

Tenant

THE SHEPTON MALLET BOWLS CLUB acting by the Chairman and Secretary for the time being of Shepton Mallet Bowls Club and Elizabeth Agnes Maureen Rae solicitor of Shepton Mallet or such other solicitor as shall be nominated in lieu by the members for the time being of Shepton Mallet Bowls Club in general meeting' and James Michael Adams of 19 Nightingale Close Shepton Mallet Somerset BA4 5PZ

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 definition of **Property** in *Clause 1* of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at *Clause 4* in the definition of **Contractual Term**.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains 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 respect of land other than the Property**
- None.
- LR11. Easements**
- LR11.1 Easements granted by this lease for the benefit of the Property**
- The easements as specified in *Clause 1* of this lease.
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
- The easements as specified in *Clauses 2 and 3* of this lease.
- LR12. Estate rentcharge burdening the Property**
- None.
- LR13. Application for standard form of restriction**
- None.
- LR14. Declaration of trust where there is more than one person comprising the Tenant**

THIS LEASE is made the 13 day of April 2016

BETWEEN

- (1) HIS ROYAL HIGHNESS CHARLES PHILIP ARTHUR GEORGE PRINCE OF WALES DUKE OF CORNWALL AND ROTHESAY EARL OF CHESTER AND CARRICK BARON OF RENFREW LORD OF THE ISLES AND GREAT STEWARD OF SCOTLAND (His Royal Highness) and
- (2) THE SHEPTON MALLET BOWLS CLUB acting by the Chairman and Secretary for the time being of Shepton Mallet Bowls Club and Elizabeth Agnes Maureen Rae solicitor of Shepton Mallet or such other solicitor as shall be nominated in lieu by the members for the time being of Shepton Mallet Bowls Club in general meeting' and James Michael Adams of 19 Nightingale Close Shepton Mallet Somerset BA4 5PZ (Lessee)

NOW THIS DEED WITNESSES as follows:

1. **Demise**

His Royal Highness under the authority of the Duchy of Cornwall Management Acts 1863 to 1982 and in consideration of the rent hereinafter reserved and of the covenants by the Lessee and conditions hereinafter contained HEREBY DEMISES unto the Lessee ALL THAT piece or parcel of land containing 0.862 of a hectare or 2.130 acres or thereabouts with the buildings erected thereon or on part thereof known as The Shepton Mallet Bowls Club situate in the Parish of Shepton Mallet and within and parcel of the Manor of Shepton Mallet Parcel of the Possessions of the Duchy of Cornwall which said piece or parcel of land is more particularly described in the Schedule hereto and is delineated on the Plan attached hereto signed by or on behalf of the parties hereto and thereon coloured pink (**demised premises** which expression shall include the buildings for the time being thereon) TOGETHER with during the term hereby granted a right of way at all times over and along the track (**accessway**) coloured yellow on the Plan hereto (in common with His Royal Highness and His tenants and all others to whom He has granted or shall hereafter grant the like right) on foot and with motor and other vehicles as a means of access to and egress from the demised premises

2. **Minerals**

EXCEPT AND RESERVING unto His Royal Highness all mines minerals stone and substrata within and under the demised premises (other than the mines and minerals vested in the National Coal Board by virtue of the Coal Acts 1938 to 1943 and the Coal Industry Nationalisation Act 1946) but without any right or power to enter upon break or use the surface of the demised premises for the purpose of working winning and getting the said mines minerals stone and substrata

3. General Exceptions and Reservations

EXCEPT AND ALSO RESERVING unto His Royal Highness the following:

3.1 Adjoining Land

Unto His Royal Highness and all persons duly authorised by Him the right at any time or from time to time hereafter to erect buildings upon the adjoining and neighbouring lands and to use the adjoining and neighbouring lands and buildings in such manner as He and they may think fit notwithstanding that the access of light and air to the demised premises may thereby be interfered with

3.2 Services

Unto His Royal Highness and all persons duly authorised by Him the free right at all times hereafter (in common with the Lessee) to use together with the right to enter on the giving of prior notice (except in the case of emergency) for the purpose of inspecting maintaining repairing or renewing any pipes wires drains and drainage which are now upon in and over the demised premises (including any replacement pipes wires drains and drainage) the persons exercising such rights making good all damage caused

3.3 Future Services

The unrestricted right of entry on giving reasonable notice to the Lessee for His Royal Highness and His workmen servants or licensees to construct and lay within the perpetuity period of 80 years from the date hereof and thereafter to inspect repair or renew sewers drains poles wires watercourses or channels and other works upon in under or over the demised premises and the right to grant such rights to third parties together with the right to retain all rents and considerations payable thereunder but making good all damage thereby caused and paying compensation for all damage not made good as aforesaid

4. Habendum

TO HOLD the demised premises (Except and Reserved as aforesaid) unto the Lessee for the term of 21 Years from and on 25 March 2013 (**term**) subject to an agreement dated 12 March 1993 made between His Royal Highness and British Telecommunications in respect of one pole

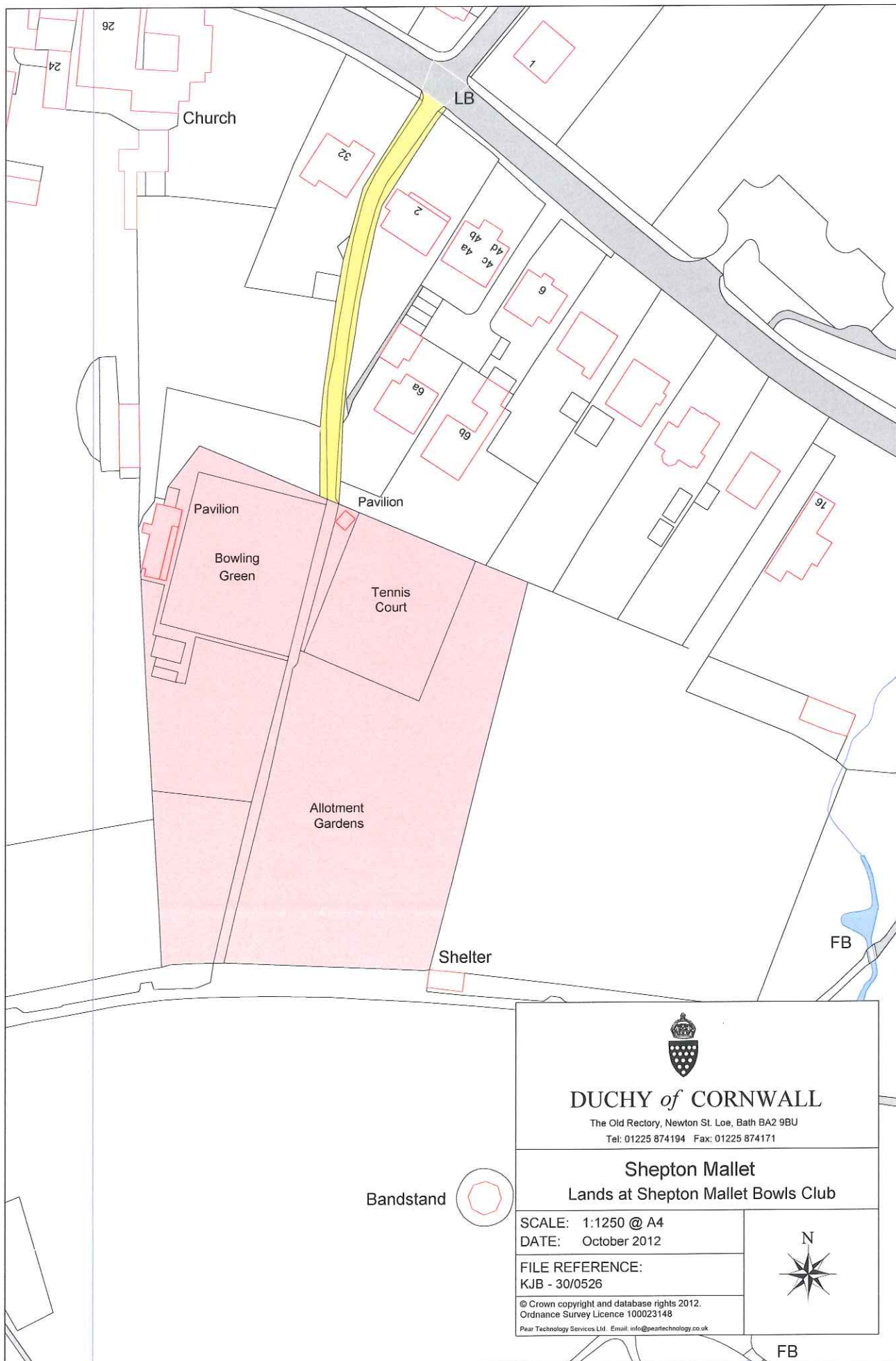
5. Rents

YIELDING AND PAYING therefor during the term the following rents:

5.1 For the period from 25 March 2013 to 24 March 2016 the yearly rent of Eight Hundred Pounds plus Value Added Tax (£800 + VAT)

5.2 At all times thereafter during the remainder of the term such other yearly rents as shall be payable from time to time under the provisions hereinafter contained

Such rent to be paid clear of all deductions whatsoever by equal half yearly payments in advance on 25 March and 29 September in every year the first of such half yearly payments being due on the date hereof



DUCHY of CORNWALL

The Old Rectory, Newton St. Loe, Bath BA2 9BU
Tel: 01225 874194 Fax: 01225 874171

Shepton Mallet Lands at Shepton Mallet Bowls Club

SCALE: 1:1250 @ A4
DATE: October 2012

FILE REFERENCE:
KJB - 30/0526

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Pear Technology Services Ltd. Email: info@peartechnology.co.uk



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6. Lessee's Covenants

And the Lessee for himself and his assigns HEREBY COVENANTS with His Royal Highness as follows:

6.1

6.1.1 Rents

At all times during the term to pay the rents hereby reserved into the hands of the Receiver General for the time being of the Duchy of Cornwall or his Deputy or other the person for the time being entitled to receive the same on the days hereinbefore appointed for payment thereof without any deduction whatsoever

6.1.2 If the yearly rent or any other payments due hereunder or any part thereof shall be in arrear and unpaid 14 days after the date upon which the same ought to have been paid to pay interest to His Royal Highness upon the sum owing calculated at the rate of 4% above the National Westminster Bank plc Base Rate for the time being in force and compounded on the usual quarter days for the whole period from the date upon which such rents or other payments ought to have been paid until the date of payment

6.1.3 To pay any Value Added Tax which is chargeable on the rent or otherwise in connection with this Lease or the demise hereby granted

6.2 Outgoings

From time to time and at all times during the term to pay and discharge all taxes rates assessments charges and other outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be assessed or imposed upon or payable in respect of the demised premises or upon the owner or occupier in respect thereof (other than any which a landlord is obliged to pay notwithstanding any agreement to the contrary) and any Value Added Tax in respect of any supply made or deemed to be made by His Royal Highness hereunder

6.3 Public Consents

At the Lessee's own expense prior to using (or permitting to be used) the demised premises for the purposes specified in sub-clause 6.14 of this clause to obtain all necessary planning permission and other consents and comply in all respects with all statutory obligations rules and regulations for the time being in force including the bye-laws and regulations of the Local Authority and Fire and Public Health Departments and to deliver copies of all such notices so received to His Royal Highness or His Agent And to pay and indemnify His Royal Highness from and against all fees penalties charges claims and expenses to be made or incurred under any of the matters mentioned in this sub-clause or by reason of any non-compliance therewith

6.4 Repair

At all times during the term to keep in good and substantial repair and decorative condition the demised premises and all buildings and erections for the time being

thereon and all alterations additions and improvements made thereto and the windows and window sills belonging thereto and all gas electric and water services and all wastes drains drainage and other services and installations belonging to the demised premises and the landlord's fixtures thereon to the full satisfaction in all respects of His Royal Highness or His Agent

6.5 Boundaries

At all times during the term to maintain all boundary fences stone walls and gates belonging to the demised premises in good repair and stockproof and petproof condition to the full satisfaction in all respects of His Royal Highness or His Agent

6.6 Painting

And in particular to paint with two coats at least of good quality paint in a proper and workmanlike manner during every fourth year and also during the last year of the term all the outside wood and metal work of the buildings for the time being on the demised premises and all other external parts thereof previously painted or which require to be painted for the preservation thereof And to paint in like manner with two coats at least of good quality paint during every seventh year of the term and also during the last year thereof all the inside wood and metal work and other parts of the said buildings previously painted or which require to be painted for their preservation And to paper decorate and whiten all such parts thereof as have been previously so treated And forthwith to pay if so demanded by His Royal Highness or His Agent at the expiration of the term such contributions as shall in all respects be decided by Him towards the estimated costs and expenses in painting all the external wood and metal work and other internal parts of the said buildings

6.7 Garden

At all times during the term to keep the garden areas and other parts of the demised premises not built upon in a clean and tidy condition with the garden areas in a proper state of cultivation and free from weeds and with the lawns properly mown and so to deliver up the same to His Royal Highness at the end or sooner determination of the term

6.8 Public Notices

To comply in all respects with all rules bye-laws and regulations of the Local and Health Authorities in exercising the rights granted by Clause 1 hereof And to indemnify His Royal Highness and the Revenues of the Duchy of Cornwall from and against all fees penalties charges and expenses in connection with or with non-compliance with the said rules bye-laws and regulations

6.9 Additions and Alterations

6.9.1 Subject to Clause 6.9.2 not at any time during the term to erect any additional buildings on the demised premises nor make any structural alterations or additions to the buildings for the time being thereon without the previous consent in writing of His Royal Highness or His Agent (whose decisions shall be conclusive and binding on the Lessee and his assigns) and His approval of the plans and specifications of such additional buildings or alterations or additions and the payment by the Lessee of the reasonable fees and expenses of His Royal Highness or His Agent in approving such plans and specifications

6.9.2 The Lessee shall be permitted to construct on the demised premises a car park in the form already approved by His Royal Highness [and shown on the drawing annexed hereto] provided that the car park shall be constructed to the absolute satisfaction of His Royal Highness

6.10 Entry to View

And that it shall be lawful for any authorised Officer or Agent of the Duchy of Cornwall with or without workmen at all reasonable times during the term to enter on the demised premises to view the state and condition thereof and of all defects and wants of reparation decoration and painting distempering treatment or whitening then and there found and which the Lessee shall be liable to make good under the covenants herein contained to give or leave on the premises notice in writing to the Lessee and that the Lessee will within three calendar months after such notice or sooner if requisite repair decorate and paint treat distemper whiten or make good the same according to such notice and the covenants in that behalf

6.11 Entry to Repair

And that if the Lessee shall at any time make default in the performance or observance of any of the covenants herein contained for or relating to the repair decorating and painting of the demised premises or to the distempering or whitening of the same it shall be lawful for and the Lessee will permit the Secretary of the Duchy of Cornwall on behalf of His Royal Highness or any person or persons authorised by Him in that behalf (but without prejudice to the right of re-entry under the sub-clause hereinafter contained) to enter upon the demised premises and repair decorate or paint distemper treat or whiten the same (as the case may be) at the expense of the Lessee in accordance with the covenants and provisions herein contained and the expense of such repairs decorating painting distempering treatment or whitening shall be repaid by the Lessee to the Receiver General of the Duchy of Cornwall on demand

6.12 Yield Up

Quietly to yield up to His Royal Highness at the expiration or sooner determination of the term the demised premises with vacant possession and so painted distempered treated and whitened as aforesaid and in good and substantial repair and decorative condition together with all additions and improvements made thereto in the meantime and all landlord's fixtures in or upon the same or which during the term may be affixed or fastened to or upon the same But the Lessee at the expiration or sooner determination of the term shall be at liberty to remove all tenant's fixtures which may be erected or set up by the Lessee making good all damage which may be caused by such removal And forthwith to pay to His Royal Highness a sum to cover the cost of any damage to the demised premises caused through the removal of the said tenant's fixtures and made good as aforesaid or through any accident wilful act or neglect on the part of the Lessee

6.13 Advertisements

Not to affix to the demised premises or any part thereof any advertisement bill poster or any other form of advertising without the previous consent in writing of His Royal Highness or His Agent and to remove forthwith and discontinue the use of any advertisements to which His Royal Highness or His Agent may at any time take objection notwithstanding any previous consent thereto PROVIDED that nothing in this sub-clause shall prevent the Lessee from affixing a name plate to the demised

premises indicating its use (the lettering of which shall be approved in writing by His Royal Highness or His Agent) PROVIDED FURTHER that any such name plate and trade advertisements posters or announcements shall comply in all respects with the requirements of the Town and Country Planning (Control of Advertisements) Regulations 1989 or with any enactment or regulation for the time being in force in relation thereto And in particular not to nail or affix any fence advertisement bill poster and other things to trees or other growing timber upon the demised premises nor to cut down top or lop any timber or timber-like trees

6.14 Use

Not to use the demised premises for any purpose other than as a bowls club and/or tennis club (including pitches courts storage buildings and parking) and also to include a clubhouse facility for purposes ancillary to the use as a bowls and tennis club and part of the demised premises may be used as allotment gardens

6.15 Nuisance

Not at any time during the term to do or cause or suffer to be done upon the demised premises or any part thereof any act matter or thing which may be or grow to be a nuisance annoyance damage disturbance or inconvenience to His Royal Highness or to the owners or occupiers of any neighbouring or adjoining premises

6.16 Public Rights

Not to suffer or permit the acquisition of any public right or easement over the demised premises

6.17 Insurance

At all times during the term at the Lessee's own expense to insure and keep insured in the joint names of the Receiver General of the Duchy of Cornwall and the Lessee the demised premises and all buildings for the time being thereon against loss or damage by fire explosions aircraft (other than hostile aircraft) storm riot earthquake impact by road vehicles and also against such additional perils as the Secretary of the Duchy of Cornwall in his absolute discretion shall from time to time require in a sum equal to the full replacement value thereof together with a further sum for architects' and surveyors' fees necessarily incurred in the reinstatement of the demised premises equal to 12 $\frac{1}{2}$ % of the amount of the said replacement value by a policy to be effected in the joint names of the Receiver General of the Duchy of Cornwall and the Lessee with the NFU or at such other address as may be occupied hereafter by such branch or in such other/an Insurance Office previously approved by His Royal Highness or His Agent in writing as may from time to time be directed by the Secretary of the Duchy of Cornwall and to pay all premiums necessary for the purpose within seven days after the same shall have become due and whenever required will produce to His Royal Highness or His Agent the policy of such insurance and the receipt for the current year's premium paid thereon and to cause all moneys received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and in case such moneys shall be insufficient for such purpose the deficiency shall be made good by the Lessee out of his own moneys PROVIDED ALWAYS that if the Lessee shall at any time fail to insure or keep insured the demised premises the Receiver General of the Duchy of Cornwall may do all things necessary to effect or maintain such insurance and any moneys expended by him for that purpose shall be payable by the Lessee on demand and be recoverable forthwith by action

6.18 Third Party Insurance

At all times during the term at the Lessee's own expense to maintain adequate and proper insurance against all third party liabilities and risks with a recognised Insurance Company and whenever required to produce to His Royal Highness or His Agent the policy of such insurance and the receipt for the current year's premium paid thereon And to indemnify and keep indemnified His Royal Highness and the Revenues of the Duchy of Cornwall from and against all actions claims costs demands expenses and liabilities in respect of any damage injury or loss to persons (including loss of human life) and personal property except in relation to wilful or negligent acts by officers servants and agents of His Royal Highness and in the event that the reversion immediately expectant on the term hereby granted is for the time being vested in any person other than the Possessor of the Duchy of Cornwall then by such immediate Landlord and his servants and agents

6.19 Dealings

- 6.19.1 Subject to Clause 6.19.2 not to assign underlet or part with or share the possession of the whole or part only of the demised premises
- 6.19.2 The Lessee may grant licences of the allotments provided that any such licence shall be in a standard form first approved by His Royal Highness or His Agent

6.20 Reletting Notices

During the last six months of the term whether the same shall expire by effluxion of time or otherwise to permit His Royal Highness to affix to any part of the demised premises and retain without interference a notice stating that the same are for sale or to let and during the same period to permit all persons with written authority from His Royal Highness or His Agent to view the demised premises at all reasonable hours of the day

6.21 Public Notices

- 6.21.1 Forthwith to notify His Royal Highness or His Agent in writing of any notice served by any competent authority and with all due speed to comply with such of the said notices as are effective
- 6.21.2 To observe and perform the provisions of all statutes orders regulations directions and other things made by any competent authority relating to the demised premises or anything done or occurring or omitted thereon
- 6.21.3 To indemnify and keep indemnified His Royal Highness and the Revenues of the Duchy of Cornwall from and against all actions claims costs demands expenses and liabilities in respect of such notices statutes and other things

6.22 Fees on Breach

To pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by His Royal Highness incidental to the preparation and service of a notice under Sections 146 or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

7. Provisos

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

7.1 Re-entry and Quiet Enjoyment

That if the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of 40 days next after any of the days hereinbefore appointed for payment thereof (whether formally demanded or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions and agreements hereinbefore contained Then and in every and any such case it shall be lawful for the Secretary of the Duchy of Cornwall on behalf of His Royal Highness or any person or persons duly authorised by him in that behalf to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or other remedy of His Royal Highness in respect of any breach of any of the covenants by the Lessee hereinbefore contained But the Lessee duly paying the rent hereby reserved and performing and observing the covenants conditions and agreements herein contained shall and may peaceably and quietly hold and enjoy the demised premises during the term without any lawful interruption or disturbance by His Royal Highness or any person lawfully claiming through or in trust for Him

7.2 Acceptance of Rent

That the acceptance of rent after the breach by the Lessee of any of the covenants herein contained shall not be deemed a waiver of such covenant by His Royal Highness and shall not prejudice any right of action by His Royal Highness

8. Rent Revision

AND IT IS FURTHER AGREED AND DECLARED as follows:

8.1 In this clause unless the context otherwise requires:

- 8.1.1 the **revision dates** shall mean 25 March 2016 and every third year anniversary of this date and **revision date** shall have a corresponding meaning
- 8.1.2 the **rent days** shall mean the usual half yearly days in every year hereinbefore fixed for the payment of rent reserved by this Deed and **rent day** shall have a corresponding meaning
- 8.1.3 the **date of ascertainment of the revised rent** shall in relation to any rent revision mean the day on which the revised rent shall be determined by an agreement made in accordance with the provisions of this clause or if the revised rent shall be determined by an independent surveyor the date on which notice in writing of his final assessment made in accordance with these provisions shall be given to the Lessee

8.2 At or in relation to each revision date a revised rent shall be determined in accordance with the following provisions of this sub-clause:

- 8.2.1 At any time before a final assessment of the revised rent has been made by an independent surveyor as hereinafter provided the revised rent may

be agreed in writing between His Royal Highness or His Agent and the Lessee subject to the proviso to 9.2.4 of this sub-clause

8.2.2 If (six months before the relevant revision date) no such agreement shall have been made then (subject to any such subsequent agreement made before final assessment) the revised rent shall be assessed in accordance with the following provisions by an independent surveyor who shall (unless mutually agreed upon by His Royal Highness or His Agent and the Lessee) be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of His Royal Highness or His Agent or the Lessee

8.2.3 Any such independent surveyor shall make his assessment as an expert and not as an arbitrator and his fees and expenses shall be paid in such specified proportions as the said independent surveyor shall determine

8.2.4 The revised rent shall be assessed by the said independent surveyor upon the following hypothesis:

It shall be such rent as could reasonably be expected to be agreed without payment of fine or premium between a willing landlord and a willing tenant if the demised premises were available to let in the open market with vacant possession from the relevant revision date for the same uses as permitted by this Lease for a term whose length is equal to the length of the term originally granted by the Lease but calculated from the relevant revision date under a lease containing the same terms and conditions as this present Deed (including this revision clause) and assuming that the demised premises could be assigned as a whole with the consent of some duly authorised officer or agent of His Royal Highness such consent not to be unreasonably withheld but upon the assumption (if not a fact) that the Lessee has fully complied with all his obligations hereunder and that the demised premises are ready for immediate occupation and use and disregarding any effect on rent of the following matters:

- (a) The fact that the Lessee (or any undertenant) has been in occupation of the demised premises or any part thereof
- (b) Any improvement or other work of alteration to the demised premises which was carried out:
 - (i) by the Lessee (whether under this Deed or any other lease of the demised premises) or any predecessor in title of his and
 - (ii) in accordance with the provisions of this Deed restricting and regulating alterations to and use of the demised premises and
 - (iii) otherwise than in pursuance of any obligation owed to His Royal Highness under this Deed or under any other deed or licence whatsoever

Provided that in no event shall the rent assessed hereunder be less than the rent payable immediately before the relevant revision date

- 8.3 Subject to the provisions of the next following sub-clause the yearly rent hereby reserved from and after any revision date shall be the rent ascertained under this clause and the first payment of such revised rent shall be made on the rent day next after the relevant revision date and the said revised rent shall continue to be payable unless and until a new revised rent has been ascertained under this clause
- 8.4 If for any reason the revised rent shall not have been ascertained or determined by the first rent day after the relevant revision date then the following provisions shall apply:
- 8.4.1 The rent prevailing immediately before such revision date shall continue to be payable until the next rent day after the date of ascertainment of the revised rent
- 8.4.2 The revised rent together with an additional amount equivalent to an interest charge on such sum at 1% above the National Westminster Bank Base Rate for the time being in force calculated on a day-to-day basis from the review date to the date of actual payment shall be payable from the rent day next after the date of ascertainment or determination and the first payment thereof shall be made on the said rent day
- 8.4.3 If the revised rent shall exceed the rent payable under 8.4.1 of this sub clause a sum equal to the amount by which the revised rent for the period from the relevant revision date to the said rent day exceeds the rent payable under 8.4.1 for that period shall 14 days after the date of ascertainment of the revised rent be paid by way of additional rent

9. **Modification of Compensation**

- 9.1 Subject to Section 38(2) of the Landlord and Tenant Act 1954 neither the Lessee nor any assignee or underlessee of the term or of the demised premises or any part of the demised premises shall be entitled on quitting the demised premises or that part to any compensation under Section 37 of that Act

10. **Interpretation**

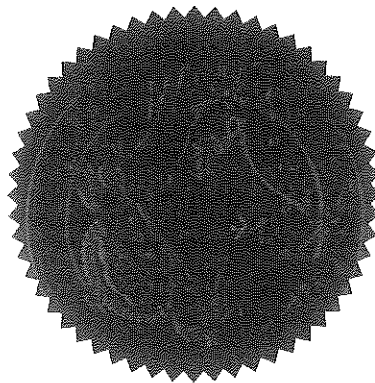
- 10.1 In this Deed in all references to the Lessee:
- 10.1.1 Words importing the masculine gender only shall include the feminine gender
- 10.1.2 Words importing the singular only shall include the plural
- 10.1.3 The covenants expressed to be made by the Lessee and the agreements conditions and provisions contained herein shall be deemed to be made jointly and severally by the persons named as the Lessee and the act or default of one shall be deemed the act or default of both
- 10.1.4 The words the **Lessee** shall whenever consistent with the context include the successors in title to the person named as the Lessee and the survivor of him and his assigns
- 10.2 In this Deed the words **His Royal Highness** shall whenever consistent with the context include His Royal Highness His Successors in Title and His and Their Assigns

IN WITNESS whereof the Seal of the Duchy of Cornwall has been hereunto affixed and the Lessee has executed this instrument as a Deed on the date first before written

Schedule

<u>Sheet No</u>	<u>Parcel No</u>	<u>Hectares</u>	<u>Acreage</u>
ST6243	pt 4346	0.862	2.130

Taken from OSM (1968) Edition



SIGNED as a DEED by
MARK PALMER
in the presence of:


)
)
) 
)
Chairman

Witness Signature:

Witness Name:

Address:

Occupation:


E.W. TUCK
14 LIME GROVE
BA4 5XP
RETIRED

SIGNED as a DEED by
LESLIE ERNEST BALE
in the presence of:

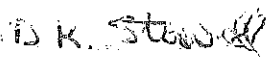
)
)
) 
)
Secretary

Witness Signature:

Witness Name:

Address:

Occupation:


DAVID STOWELL
23 Southfields Road Skipton Mallet
Retired

SIGNED as a DEED by)
ELIZABETH AGNES MAUREEN)
RAE On behalf of)
SHEPTON MALLET BOWLS CLUB)
in the presence of:)



Witness Signature:



Solicitor

Witness Name:

B.W. Bartlett

Address:

57 High Street;

Occupation:

Shepton Mallet -
Solicitor

SIGNED as a DEED by)
JAMES MICHAEL ADAMS)
On behalf of)
SHEPTON MALLET BOWLS CLUB)
in the presence of:)



Witness Signature:



Witness Name:

B.W. Bartlett

Address:

57 High Street,

Occupation:

Shepton Mallet -
Solicitor