DATED do not date **2013**

FREEHOLD MANAGERS (NOMINEES) LIMITED (1)

McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED (2)

[redacted] **(3)**

DEED OF VARIATION

relating to

[redacted] Saltash Road, Swindon SN2 2EE

Mercers
Solicitors
50 New Street
Henley-on-Thames
Oxfordshire
RG9 2BX

(SCE/C1208/1)

THIS DEED OF VARIATION is made the 22nd 22nd day of Two thousand and thirteen **BETWEEN** (1) **FREEHOLD MANAGERS (NOMINEES) LIMITED** whose registered office is at 135 Bishopsgate, London EC2M 3UR ('the Landlord') and (2) **McARTHUR COURT (SWINDON) MANAGEMENT COMPANY LIMITED** whose registered office is at St Mary's House, 68 Harborne Park Road Birmingham B17 0DH ('the Company') (3) [redacted] of [redacted] ('the Tenant')

NOW THIS DEED WITNESSETH as follows:

1. Definitions and Interpretations

In this Deed

1.1 'The Lease' means a Lease dated 19 December 2003 and made between (1) Barratt Homes Limited and (2) the Company and (3) the Tenant relating to [redacted] Saltash Road, Swindon SN2 2EE

1.2 'The Premises' means the premises described in and demised by the Lease and registered under Title Number WT227914

1.3 'The Landlord' where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term whose title is registered under Title number WT263245

1.4 words importing one gender shall be construed as importing any other gender

1.5 words importing the singular shall include the plural

1.6 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

2. Recitals

2.1 This Deed is supplemental to the Lease

2.2 The parties desire to alter the terms of the Lease as mentioned below

3. Variation

The Landlord the Company and the Tenant hereby agree that the Lease should be varied as follows:

Clause 6.2.3 - delete clause entirely and insert a new clause 6.2.3 as follows:

"6.2.3 The Rent for any Review Period shall be determined at the relevant Review Date by multiplying the Rent payable in the preceding Review Period (or for the First Review Period the Initial Rent) by the value of the Index last published before the relevant Review Date then dividing the product by the value of the Index last published before the date of the Review Date at the start of the preceding Review Period (or in the case of the first review the date of the commencement of the Term)"

4. Confirmation of the Lease

Save as modified by this Deed the Lease shall continue in full force and effect in all respects

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

SIGNED as a Deed on behalf of)
FREEHOLD MANAGERS (NOMINEES))
LIMITED)

SIGNED as a Deed on behalf of)
McARTHUR COURT (SWINDON))
MANAGEMENT COMPANY)
LIMITED acting by two Directors/)
A Director and its Company Secretary)

[redacted]

SIGNED as a Deed by the said)
[redacted])
in the presence of:)

[redacted]

Witness name [redacted]

address