

DATED

PAUL\THORPE\T2124\AGREE - 21 August 1998

1998

THORPE MEADOWS RESIDENTS CO. LTD.

and

**THORPE MEADOWS MARINA LICENCE
AGREEMENT**

Relating to:

Messrs. Hunt & Coombs
35 Thorpe Road
PETERBOROUGH
PE3 6AG

Tel: (01733) 565312

THIS AGREEMENT is made theday of199..

B E T W E E N:

1 THORPE MEADOWS RESIDENTS COMPANY LIMITED whose registered office is at 35 Thorpe Meadows Peterborough Cambridgeshire (Company Number 2286463) and

2 and of Thorpe Meadows Peterborough Cambridgeshire

1 DEFINITIONS:

In this Licence the following terms shall have the following meanings:

- | | | |
|-----|------------------|--|
| 1.1 | “the Company” | means THORPE MEADOWS RESIDENTS COMPANY LIMITED as referred to above |
| 1.2 | “the Owner” | means the Owner or Owners of the Property |
| 1.3 | “the Property” | means the Property described in the First Schedule |
| 1.4 | “the Permission” | means the Permission described in the Second Schedule |

- 1.5 "the Marina Agreement" means an Agreement made with the Company by the Owner or his/her/their predecessors in title for the use of the Marina situate at Thorpe Meadows Peterborough
- 1.6 "the Licence Period" means a period of one year from the date of this Agreement and thereafter from year to year unless and until terminated in accordance with the terms hereof

2 INTERPRETATION:

In this Agreement:

- 2.1 The singular shall include the plural and vice versa. The masculine shall include the feminine and vice versa. References to persons shall include bodies corporate and vice versa
- 2.2 Where two or more persons constitute the Owner then Agreements made or obligations assumed by such persons shall be read and construed and shall take effect as if made or assumed by such persons jointly and severally

IT IS HEREBY AGREED as follows:

- 1 This Licence is made pursuant to the Marina Agreement and in the event that anything herein is in conflict with the Marina Agreement the terms and provisions of the Marina Agreement shall prevail
- 2 The Company grants to the Owner the Permission for the Licence Period subject always to the Terms and provisions of this Agreement
- 3 The Licence Period will end:
 - 3.1 on 28 days written notice served by the Owner upon the Company at any time
 - 3.2 on 28 days written notice served by the Company on the Owners within one month of any Annual General Meeting of the Company
 - 3.3 upon any disposal by the Owner of the Property by sale or lease for a period in excess of 21 years
 - 3.4 forthwith upon written notice from the Company served upon the Owner in the event of any significant breach or persistent minor breaches of the terms of this Agreement or the Marina Agreement

4 THE OWNER AGREES with the Company:

- 4.1 to pay a Licence fee for this Agreement in the sum of £1 per annum (if demanded)
- 4.2 to remove any structure article obstruction construction or other works ("the Works") authorised by the Permission forthwith upon the determination of the Licence Period and in default to pay to the Company all costs and expenses incurred by it in so doing with the object and intent of restoring the nature and condition of the Marina to the position it was in prior to the commencement of the Works
- 4.3 that the Permission herein is a Licence personal to the Owner

FIRST SCHEDULE
("the Property")

..... Thorpe Meadows Peterborough Cambridgeshire

SECOND SCHEDULE
("the Permission")

SIGNED as a Deed by
**THORPE MEADOWS RESIDENTS
COMPANY LIMITED** acting by

.....
Director

and

.....
Director

SIGNED as a Deed by

in the presence of: