

DATED 12 April 1978

GEOFFREY PERFECT HOLDINGS LIMITED

and

LLOYDS BANK LIMITED

and

NATIONAL WESTMINSTER BANK LIMITED

and

BUCKINGHAMSHIRE COUNTY COUNCIL

DEED OF VARIATION

**concerning estate roads at Manor Farm, off School Lane, Seer Green
in the County of Buckinghamshire**

THIS DEED is made the 12th day of April One thousand nine hundred and seventy-eight **BETWEEN GEOFFREY PERFECT HOLDINGS LIMITED** whose registered office is situate at Church Road, Penn in the County of Buckinghamshire (hereinafter called "the Owner") of the first part **LLOYDS BANK LIMITED** whose head office is at 71 Lombard Street, London, EC3 (hereinafter called "the Surety") of the second part **NATIONAL WESTMINSTER BANK LIMITED** whose head office is situate at 41 Lothbury, London, EC2 (hereinafter called "the Bondsman") of the third part and **BUCKINGHAMSHIRE COUNTY COUNCIL** (hereinafter called "the Council") of the fourth part.

WHEREAS:

1. By two Agreements (hereinafter called "the Principal Agreements") dated the nineteenth day of February One thousand nine hundred and seventy-six and the fourteenth day of October One thousand nine hundred and seventy-six respectively made between the Owner of the one part the Surety of the second part and the Council of the third part the Owner agreed with the Council to construct roads and carry out other works on land in the Parish of Seer Green in the County of Buckinghamshire to the satisfaction of the Council to the intent that such roads should become highways maintainable at the public expense upon the terms therein specified.
2. The Surety joined in the Principal Agreements as in those Agreements more particularly mentioned.
3. The Surety is desirous of being released from its obligations as set forth in the Principal Agreements and the Bondsman has agreed to stand as Surety for the Owner on the same terms and conditions as contained in the Principal Agreements.

NOW THIS DEED WITNESSETH as follows:

1. The Bondsman hereby acknowledge itself its successors in title and assigns jointly with the Owner and severally bound by this Deed unto the Council in the sum of **SIXTY-NINE THOUSAND TWO HUNDRED AND TEN POUNDS**.
2. The Bondsman shall not be discharged or released from this Bond or guarantee by any arrangement between the Council and the Owner or by any alteration in the obligations or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Bondsman.
3. In consideration of the provision of Clauses 1 and 2 above the Council hereby releases the Surety from its obligations and bonds arising under the Principal Agreements.
4. The Owner and the Bondsman hereby agree and confirm with the Council that the Principal Agreements are hereby ratified and confirmed in all respects save as hereby specifically modified.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of **GEOFFREY PERFECT HOLDINGS LIMITED**)
was hereunto affixed in the presence of:)

THE COMMON SEAL of **LLOYDS BANK LIMITED**)
was hereunto affixed in the presence of:)

THE COMMON SEAL of **NATIONAL WESTMINSTER BANK LIMITED**)
was hereunto affixed in the presence of:)

THE COMMON SEAL of **BUCKINGHAMSHIRE COUNTY**)
COUNCIL was hereunto affixed in the presence of:)