

Dated

1st APRIL

2014

THE RIGHT HONOURABLE
EDWARD DOUGLAS (7th) EARL OF LEICESTER (1)

- and -

David De Staepole
Peter Derek Beck
Hugh Charles Merrell
The Honourable Viscount Thomas Edward Coke (2)

LEASE

Relating to land foreshores creeks and seabed
Burnham Overy Harbour

THIS LEASE is made the 1st day of April 2014 BETWEEN (1) THE RIGHT HONOURABLE EDWARD DOUGLAS (7th) EARL OF LEICESTER of Holkham Hall Wells-next-the-Sea Norfolk NR23 1AB (hereinafter called "Lessor" which expression shall where the context so admits include the person or persons entitled to the reversion of the property hereby demised immediately expectant on the term hereby granted) of the one part and DAVID DE STACPOLE of Westgate Old Rectory Ringstead Road Burnham Market King's Lynn Norfolk PE31 8JR PETER DEREK BECK of West View Burnham Market King's Lynn Norfolk PE31 8HH HUGH CHARLES MERRELL of 6 Cleveland Gardens London W2 6HA and THE HONOURABLE VISCOUNT THOMAS EDWARD COKE of Holkham Estate Office Wells-next-the-Sea Norfolk NR23 1AB (hereinafter called "the Lessees" which expression shall where the context so admits include the person or persons entitled from time to time to the term hereby granted) of the other part

1. In consideration of the rent hereafter reserved and the covenants on the part of the Lessees hereinafter contained the Lessor hereby demises unto the Lessees the exclusive right to allow boats to rest or to be parked or moored including the exclusive right to fix and use moorings and buoys upon the whole of the land foreshores creeks and seabed shown coloured green on the attached plan except in so far as any of such rights may have been acquired by other parties by prescription or specific grant and subject to the rights conferred on the Natural England by virtue of an agreement dated 29th September 1993 (which premises are hereinafter referred to as "the Demised Premises" which expression shall include any land or fixtures or fittings which may from time to time during the said term be affixed thereon) TO HOLD unto the Lessees for the term (hereinafter referred to as "the said Term") from the first day of April 2014 to the thirty-first day of March 2021 yielding and paying therefor during the said Term the annual rent of ten pound (£10) per annum to be payable by a single payment in advance

on 1st day of April in every year the first of such payments or a proportionate part thereof to be made on the signing hereof

2. The Lessees hereby jointly and severally covenant with the Lessor as follows:-

- (1) To pay the reserved rent on the days and in manner aforesaid
- (2) To pay or indemnify the Lessor against all rates taxes assessments and other outgoings which during the said Term shall be charged upon the Demised Premises or payable by the Lessees in respect thereof
- (3) To pay to the Lessor all costs charges and expenses which may be incurred by the Lessor in or in contemplation of any proceedings under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
- (4) To comply with any notice or statutory requirement which may be served or made during the said Term by any public authority or body on the occupier of the Demised Premises and to keep indemnified the Lessors in respect of the same
- (5) Not without the previous consent in writing of the Lessor and the Natural England to erect or make any building or excavations or other works on the Demised Premises PROVIDED ALWAYS that the Lessees may carry out such works as they shall think fit (and in so far as the Lessees have funding available) for the purpose of building or improving banks or groynes for the improving of the creek or harbour for the benefit of navigation
- (6) To regulate and manage the use of the moorings so as to ensure that they are used in a proper efficient and orderly fashion and in a manner so as to cause no nuisance damage annoyance or inconvenience to the Lessor or other users of the Demised Premises and further to comply with such reasonable rules and regulations as the Lessor may impose in respect of the moorings from time to time in the interests of good estate management

(7) Not to assign part (as opposed to the whole) or otherwise part with the possession of the Demised Premises in any way and not to underlet any part or parts of the Demised Premises except by way of licences for periods of one year or less to individual owners of boats for the purposes of parking or mooring provided always that the Tenant may assign the lease as a whole with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)

(8) Not to permit any waste or spoil upon the Demised Premises nor on any adjoining premises of the Lessor as a result of the user of the Demised Premises nor to permit or suffer the Demised Premises to be used for any unlawful or other improper purpose or anything to be done thereon which may be or become a nuisance annoyance or disturbance to the Lessor and their Lessees or the owners or occupiers of the adjoining or neighbouring land and premises

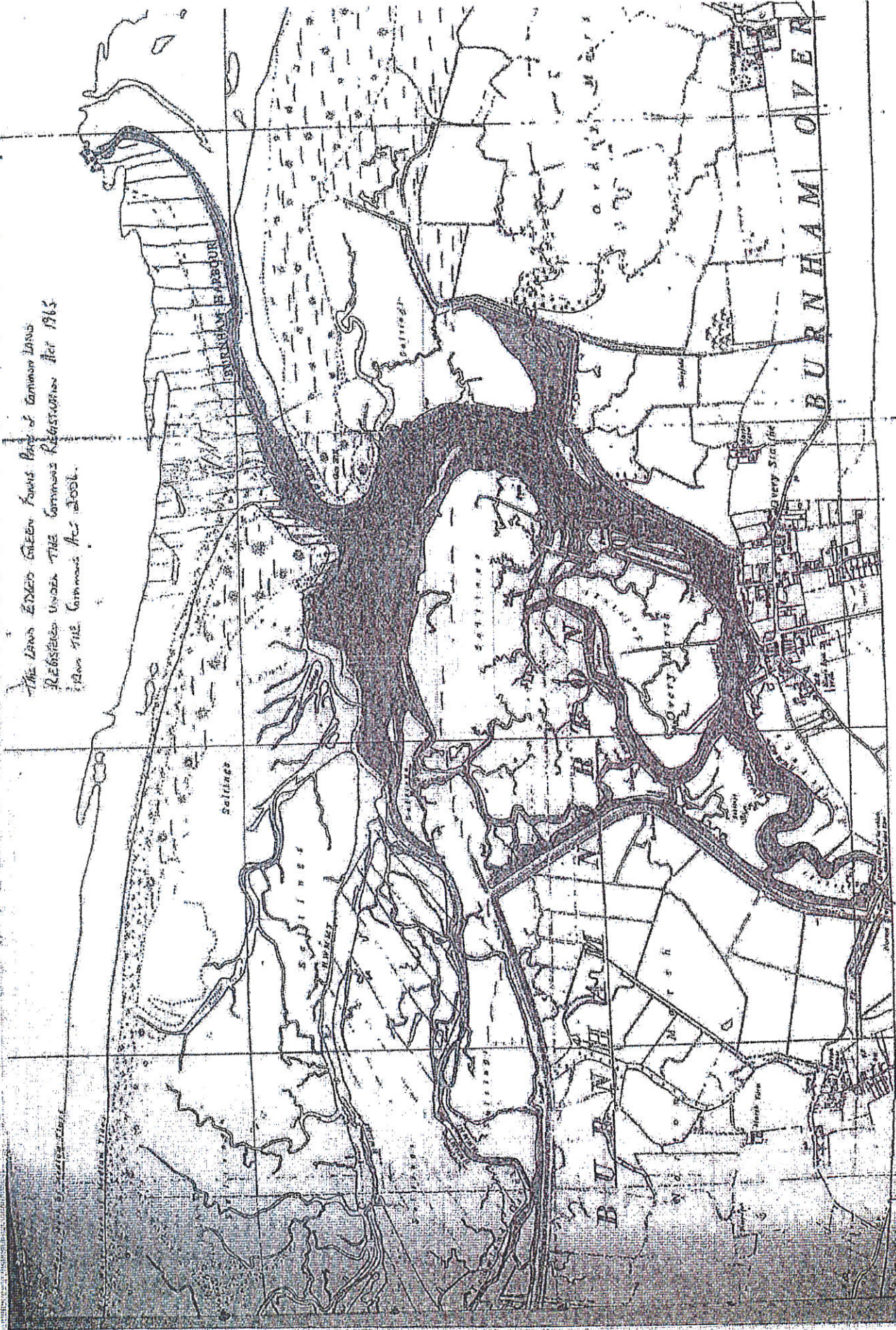
(9) To insure against third party risks and to produce on demand to the Lessor a copy of the policy the current schedule and the receipt for payment of the last premium showing cover is at such figure as the Lessor shall from time to time reasonably require

(10) To yield up the Demised Premises with the fixtures and additions (if any) thereto at the termination of the said Term in good and tenantable repair and condition in accordance with the covenants hereinbefore contained

3. The Lessor hereby covenants with the Lessees that the Lessees paying the rents hereby reserved and performing the covenants on the part of the Lessees and conditions herein contained shall peaceably hold and enjoy the Demised Premises during the said Term without any unlawful interruption from or by the Lessor or any person rightfully claiming under him or in trust for him

4. If the Lessees wish to take a further lease (hereinafter called "the New Lease") of the Demised Premises from the end of the said Term and at any time after the end of the sixth year of the said Term shall give to the Lessor not less than three months' notice of

The LAND EDGES GREEN FORMS PART OF COMMON LANDS
REGISTERED UNDER THE COMMONS REGISTRATION ACT 1965
FROM THE COMMONS ACT 1200.



that wish then provided the Lessees have paid the rents and substantially performed and observed the covenants contained in this lease up to the end of the said Term the Lessor shall grant to the Lessees a further lease of the Demised Premises for a term ("hereinafter called "the New Term") of seven years commencing on the day following the last day of the said Term on the same terms and conditions as this lease except as to this option for a further lease

5. Provided always and it is hereby agreed that if the rent hereby reserved or any part thereof shall be unpaid for at least twenty-one days next after any of the days when on the same ought to be paid as aforesaid (whether the same shall have been formally demanded or not) or if any covenant on the part of the Lessees or condition herein contained shall not be performed or observed by the Lessees then and in any such case the Lessor may at any time thereafter re-enter into and upon the Demised Premises or any part thereof in the name of the whole and thereupon the said Term is to cease absolutely but without prejudice to the right of action of either party in respect of any antecedent breach of any covenant or condition herein contained

IN WITNESS whereof the parties hereto have executed this document as a deed and the same has been delivered the day and year first before written

SIGNED as a Deed by the said
THE RIGHT HONOURABLE EDWARD
DOUGLAS (7th) EARL OF LEICESTER
in the presence of:-


} Leicester

Witness Signature

Witness Name

Witness Address

Witness Occupation


James Beace
Longlands House
Hobbs Lane Estate
Wells-next-the-Sea
Norfolk
Chartered Surveyor