28/3/24
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DATED

28th March 2024

RENEWAL LEASE BY REFERENCE

relating to land, foreshores, creeks and seabed of
Burnham Overy Harbour

between

HOLKHAM ESTATE TRUST COMPANY 3

and HOLKHAM ESTATE TRUST COMPANY 4

and

BURNHAM OVERY HARBOUR TRUST

and

THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER

This lease is dated 2023

PARTIES

(1) **HOLKHAM ESTATE TRUST COMPANY 3 LIMITED** (company no 14553895) **and HOLKHAM ESTATE TRUST COMPANY 4 LIMITED** (company no 14553896) both c/o The Estate Office, Holkham Hall, Wells-next-the-Sea, Norfolk NR23 1AB **(Landlord)**

(2) **BURNHAM OVERY HARBOUR TRUST** (charity number: 287315) acting by its trustees **DAVID HENRY OLIVER DE STACPOOLE, DAVID TIMOTHY NELSON HART, PETER DEREK BECK, WILLIAM PETER GARNETT and THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER** c/o Crossing Cottage, Joan Shorts Lane, Burnham Market, Norfolk, PE31 8HJ **(Tenant)**

(3) **THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER** as tenant for life of the Marshes Fund care of The Estate Office, Holkham Hall, Wells-next-the-Sea, Norfolk NR23 1AB **(Tenant for Life)**

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at £10 (ten pounds) per annum.

Contractual Term: a term of six years from and including 1st February 2023 to and including 31st January 2029.

Existing Lease: the lease of the Property dated 30th March 2021 between (1) The Special Representatives of the Marshes Fund being Anthony Nicholas George Duckworth-Chad, Damian Douglas Craik Riley-Smith and Jonathan Robert Stewart Paul (2) Burnham Overy Harbour Trust and (3) the Right Honourable Thomas Edward Coke, Eighth Earl of Leicester

Existing Lease Annual Rent: the annual rent reserved by the Existing Lease.

Existing Lease Contractual Term: the contractual term for which the Existing Lease was granted.

Incorporated Terms: all of the provisions of the Existing Lease (as varied by this lease) and which terms include the incorporated terms of the Previous Lease.

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

Previous Lease: the lease of the Property dated 1 April 2014 between (1) the Right Honourable Edward Douglas 7th Earl of Leicester (2) David De Stacpole, Peter Derek Beck, Hugh Charles Merrell and The Honourable Viscount Thomas Edward Coke

Property: the land demised by the Existing Lease.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

1.2 For the purposes of this lease only, if there is an inconsistency between any of the provisions of this lease and the provisions of the Existing Lease, the provisions of this lease shall prevail.

1.3 For the purposes of this lease only, references to the "Landlord" and "Tenant" in the Existing Lease shall be read as references to the Landlord and Tenant in this lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant:

(a) for the Contractual Term;

(b) with limited title guarantee;

(c) on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease; and

(d) with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms.

3. Tenant's Covenants

The Tenant covenants with the Landlord to comply with the Tenant's Covenants.

4. Landlord's Covenants

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

5. The Existing Lease

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as set out in Schedule 1 and this lease shall be read and construed accordingly.

6. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

7. Entire agreement

7.1 This lease constitutes the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

7.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

7.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Trustees

8.1 Any liability of the Landlord and the Tenant for Life arising out of this lease or matters connected with it shall be limited to the value of the assets of the Marshes Fund in their possession from time to time.

8.2 Any liability of the Tenant arising out of this lease or matters connected with it shall be limited to the value of the assets of the Burnham Overy Harbour Trust in their possession from time to time.

8.3 Clauses 8.1 and 8.2 will not apply to any liabilities resulting from any wilful or reckless breach of duty or trust by the parties.

9. Tenant for Life

The Tenant for Life has joined in as a party to this lease to consent to the grant of this lease.

10. Charities Act 2011

The Property will as a result of this lease be held by the Tenant a non-exempt charity and the restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 will apply to the Property (subject to Section 117 (3) of that Act).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Variations to the Existing Lease

1. Substitution of the Annual Rent

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as follows:

1.1 This lease shall reserve the Annual Rent instead of, and not in addition to, the Existing Lease Annual Rent.

1.2 The Annual Rent shall be payable from 1st February 2023 and thereafter shall be paid on the 1st February in each year of the Contractual Term.

1.3 All of the provisions in the Existing Lease relating to the Existing Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. Substitution of the Contractual Term

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as follows:

2.1 The Existing Lease Contractual Term shall be deleted and replaced by the Contractual Term.

2.2 All of the provisions in the Existing Lease relating to the Existing Lease Contractual Term shall be read and construed as referring to the Contractual Term instead.

3. Deletion of clause

For the avoidance of doubt the deletion of clause 4 of the Previous Lease (as deleted by the Existing Lease) shall remain effective such that clause 4 of the Previous Lease does not apply and is not incorporated into this Lease

4. New Clause

The addition of the following clause 10(a) by the Existing Lease into the Previous Lease shall be carried over and continue to apply in this Lease:

The Landlord and the Tenant agree that all the tenant covenants in this lease which relate to repair (including their reinstatement) and yielding up the Property at the end of the Contractual Term shall apply as if the Contractual Term had commenced on 1st April 2014 (being the commencement date in the Existing Lease) and that completion of this lease shall not release any obligation relating to such matters under the Existing Lease.

Executed as a deed by **HOLKHAM ESTATE TRUST COMPANY 3 LIMITED** acting by [ ], a director, in the presence of:

KAREN MOBBS

Signature of witness

.....

Name and address of witness

128 SOUTHWELL RD

NORWICH

NR1 3RS

.....

.....

Director

Executed as a deed by **HOLKHAM ESTATE TRUST COMPANY 4 LIMITED** acting by [ ], a director, in the presence of:

KAREN MOBBS

Signature of witness

.....

Name and address of witness

128 SOUTHWELL RD

NORWICH

NR1 3RS

.....

.....

Director

Executed as a deed by **WILLIAM PETER GARNETT** in the presence of:

W. P. Garnett

WILLIAM PETER GARNETT

.....

Signature of witness

Barker

.....

Name and address of witness

TRACY BARKER

34 REDWING RISE

ROYSTON

HERTS SG8 7XU

Executed as a deed by **DAVID HENRY OLIVER DE STACPOOLE,**

in the presence of:

David de Stacpoole

DAVID HENRY OLIVER DE STACPOOLE

.....

Signature of witness

.....

Name and address of witness

TARA HIGGIN

52 GASTAIN RD

LONDON

W6 8LU

Executed as a deed by **DAVID TIMOTHY NELSON HART**,

in the presence of:

PAMELA JOAN THOMPSON

Signature of witness

.....

Name and address of witness

P J THOMPSON

THE KNOT

BURNHAM OVERY STAITHE

PE31 8TQ

.....

DAVID TIMOTHY NELSON HART

Executed as a deed by **PETER DEREK BECK**,

in the presence of:

Peter Derek Beck

Signature of witness

.....

Name and address of witness

JOHN OWLES

BOATHOUSE, THE QUAY

BURNHAM OVERY STAITHE

PE31 8FF

.....

PETER DEREK BECK

Executed as a deed by **THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER**

.....

THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER (acting as trustee)

in the presence of:

FIONA ROBINSON

Signature of witness

.....

Name and address of witness

MS F.J. ROBINSON

10 ASHBURTON CLOSE.

WELLS-NEXT-THE-SEA

NR23 1AB

Executed as a deed by **THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER**

.....

THE RIGHT HONOURABLE THOMAS EDWARD COKE, EIGHTH EARL OF LEICESTER (as tenant for life)

in the presence of:

FIONA ROBINSON

Signature of witness

.....

Name and address of witness

MS F.J. ROBINSON

10 ASHBURTON CLOSE

WELLS-NEXT-THE-SEA.

NR23 1AB

Annex A