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Title Number NYK376532

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Thorpe & Co
SOLICITORS

DEED COPY LETTER OF LIMITATION AND PLAN APPROVED 11/10/10

DATED 26th MARCH 2010

DAVID WILLIAM PINDER (1)

to

ERNEST TAYLOR JENNINGS
and
DOROTHY JENNINGS (2)



BEETENSON & GIBBON
SOLICITORS
LA JPRISTON HOUSE,
TOWN HALL SQUARE,
GRIMSBY, DN31 1JB

We hereby certify this to
be a true and accurate
copy of the original

LEASE

Relating to :-

Flat 3,
"Sandy Cove"
Cliffords Terrace
FILEY
North Yorkshire
YO14 9DR

BEETENSON & GIBBON

THORPE & CO
Solicitors
12 Belle Vue Street
FILEY
North Yorkshire
YO14 9HY

LR1. Date of lease	<p style="text-align: center;">26th FEBRUARY 2010</p>
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>NYK334802</p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR11 and LR13 are to be made.</i></p>
<p>LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord DAVID WILLIAM PINDER</p> <p>Tenant ERNEST TAYLOR JENNINGS and DOROTHY JENNINGS</p> <p>Other parties None.</p>
<p>LR4. Property <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. See clause 1.8 of this lease. SEE Schedule 1</p>
<p>LR5. Prescribed statements etc.</p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None.</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967— Housing Act 1985— Housing Act 1988— Housing Act 1996—</p>
<p>LR6. Term for which the Property is leased <i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term as specified in this lease at clause 1.4.</p> <p>999 YEARS</p>

LR7. Premium	None. £ 110,000.00
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None. LR9.2 Tenant's covenant to (or offer to) surrender this lease None. LR9.3 Landlord's contractual rights to acquire this lease None.
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property See clause 1.10 of this lease. Second Schedule LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See clause 1.11 of this lease. Third Schedule
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2002.</i>	No disposition of the registered estate other than a charge by the Proprietor of the registered estate is to be registered without a written consent signed by the Proprietor for the time being of the estate registered under title number NYK334802 or if appropriate signed on such Proprietors behalf by its Conveyancer
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by deleting all inapplicable alternative statements.</i>	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. OR The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares. OR The Tenant is more than one person. They are to hold the Property on trust Complete as necessary.

Lease of Part

H M Land Registry Land Registration Act 2002

County and District: North Yorkshire; Scarborough

Title Number: NYK

Particulars

The Property: ALL THAT freehold land together with the building ("the Property") erected thereon or upon some part thereof and known as 53 Mitford Street, Filey, North Yorkshire YO14 9DS together with the forecourt paths the foundations and the roof void and roof and other common parts of the Property and the same is comprised in registered title number NYK334802

The Premises: "Sandy Cove" Cliffords Terrace, Filey, North Yorkshire YO14 9DR more particularly described in the First Schedule hereto

Date of Lease:

26th February 2010

The Landlord: David William Pinder of 41 Hungate Court, Hunmanby, Filey, North Yorkshire, YO14 0PQ

The Tenant: ERNEST TAYLOR JENNINGS and DOROTHY JENNINGS of

The Premium: £110,000.00

The Rent: £1 per annum for each year of the term

The Term: 999 years from 1 January 2009

THIS LEASE is made between the Landlord of the one part and the Tenant of the other part on the date given above

1 In this Lease unless the context otherwise requires: -

- a) "The Particulars" means the foregoing Particulars
- b) The expressions in the First Column of the Particulars have the respective meanings assigned to them in the Second Column of the Particulars
- c) "The Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term
- d) "The Tenant" includes the successors in title of the Tenant and all persons deriving title under the Tenant
- e) "The Adjoining Part" and "the Adjoining Occupier " and "Flats" means the other Flats in the Property and their respective occupiers
- f) "The Included Rights" means the easements rights and privileges specified in the Second Schedule
- g) "The Excepted Rights" means the easements rights and privileges specified in the Third Schedule
- h) "The Restrictions" means the restrictions set out in the Fourth Schedule and any substituted or additional restrictions made under the terms hereof
- i) Covenants entered into by a party consisting of more than one person are entered into jointly and severally so as to apply to and be enforceable against all both or any such persons and each of their personal representatives

- j) The provisions of Section 196 of the Law of Property Act 1925 (as amended) are incorporated
- 2) The Landlord has previously or intends hereafter to grant Leases of flats comprised in the Property and the Landlord has in every Lease imposed and intends in every future Lease to impose the restrictions set forth in the Fourth Schedule to the intent that any lessee for the time being of any such flat shall have the benefit of the observance of the said restrictions by the owners or occupiers for the time being of the other flats in respect of which the lessor has granted the Leases
- 3) The Landlord has agreed with the Tenant for the grant to the Tenant of a Lease of the Premises for the consideration and the rent and on the terms and conditions herein appearing

NOW THIS DEED WITNESSETH as follows: -

- 1.1 This Lease is granted in pursuance of the said agreement and in consideration of the payment of the premium by the Tenant to the Landlord and of the rent and the covenants and conditions contained herein
- 1.2 The Landlord acknowledges receipt of the Premium
- 1.3 The Landlord demises with full title guarantee the Premises to the Tenant together with the Included Rights for the Term but excepts and reserves the Excepted Rights
- 1.4 The demise is subject to: -
- 1.4.1 the burden of any covenants already entered into by the Landlord contained in the Leases of the premises comprised in the remainder of the Property
- 1.4.2 performance by the Tenant of the covenants in this Lease

- 1.4.3 payment by the Tenant of the rent without any deduction by yearly payments in advance on the 1st day of January in each year
 - 1.4.4 the first payment of rent (being a proportionate part of the rent calculated from the date hereof to the day for payment next following) is to be made on the execution of this Lease
2. The Tenant hereby covenants as a separate covenant with the Landlord and with the owners and lessees of the other flats comprised in the Property and leased by the Landlord that the Tenant and the persons deriving title under him will at all times hereafter observe and perform the restrictions and other covenants on the part of the Tenant hereinafter contained
3. The Tenant hereby covenants with the Landlord: -
 - 3.1 to pay the rent on the days and in manner aforesaid
 - 3.2 from time to time and at all times during the term to pay and discharge all rates taxes and water and sewerage charges and all assessments and outgoings whatsoever (whether or not of an annual or recurring nature) which are now or may hereafter be assessed charged or payable in respect of the Premises or a fair and proper proportion of rates water and sewerage charges assessed on the Property
 - 3.3.1 to keep the Premises and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Property other than the Premises
 - 3.3.2 the obligation under this sub-clause does not extend to remedying damage by fire or other risks against which the Landlord has insured the Premises unless the insurance has been vitiated by any act or default of the Tenant

- 3.4 not to carry out any work of repair renewal or maintenance to the floor or ceiling of the Premises unless he has previously given notice to the Adjoining Occupier in accordance with this sub-clause. In the case of emergency no notice need be given
- 3.5 to make good at his own expense and to the reasonable satisfaction of the Adjoining Occupier or the tenant of the Adjoining Part any damage which that work may cause thereto
- 3.6.1 a notice given under this sub-clause shall be in writing and shall specify the work which is intended to be done and shall be given in advance by such length of time not less than twenty-four hours as may be necessary to enable the Adjoining Occupier to take such precautions as may be appropriate to protect the Adjoining Part from damage
- 3.6.2 the Adjoining Part in the case of work to the floor/and ceiling of the Premises means that part of the Property immediately beneath/and above the Premises and the Adjoining Occupier means the occupier of the relevant Adjoining Part
- 3.7.1 as often as may be required and in the last three months of the term (however determined) to paint and decorate the Premises in accordance with this sub-clause
- 3.7.2 the painting required by this sub-clause is of those interior parts of the Premises which are usually or properly painted and is to be done with at least two coats of good quality paint
- 3.7.3 the decoration required by this sub-clause includes the papering varnishing graining and cleaning with proper and adequate materials of those interior parts of the Premises which are usually so treated
- 3.7.4 all painting and decoration is to be done in a workmanlike manner

- 3.8 regularly to inspect the Premises for defects and wants of repair for which the Landlord is responsible hereunder and forthwith to notify the Landlord of any such defects or wants of repair
- 3.9 not without the previous written consent of the Landlord or the Agents whichever is appropriate to make or allow to be made any structural alteration to the Premises nor to make any addition thereto nor cut alter or injure any of the walls or timbers thereof nor to erect or remove any internal partition for dividing rooms
- 3.10 to obtain at the Tenant's expense all licences approvals planning permissions and other things necessary for the carrying out or making of such alterations or additions to the Premises as the Landlord or the Agents whichever is appropriate may permit and to comply at the Tenant's expense with the bye-laws and regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations or additions
- 3.11 upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Property or any part thereof: -
- 3.11.1 forthwith so far as the same or the Act Regulations or other instrument under or by virtue of which it is issued or the provisions thereof require him to do so to comply therewith at his own expense but the Tenant shall not by reason thereof be required to undertake any of the Landlord's obligations hereunder
- 3.11.2 forthwith to deliver a copy of such notice order direction or other thing to the Landlord and if so required by the Landlord to join with the Landlord in making such representations concerning the same as the Landlord shall deem expedient

- 3.12.1 to permit the Landlord during reasonable hours in the daytime on giving to the Tenant at least forty-eight hours prior written notice (except in the case of emergency) with or without workmen to enter the Premises to view their condition and state of repair (and at any time during the last seven years before the determination of the term to take an inventory of the fixtures therein)
- 3.12.2 if at any time the Tenant is in breach of any of the Tenant's covenants relating to the repair maintenance or decoration of the Premises the Landlord at the time of such breach may serve notice in writing on the Tenant specifying the breach (hereinafter called the Specified Breach) and require the Tenant to remedy it
- 3.13.3 to comply within two months (or sooner if necessary) with any notice served under 3.12.2 hereof. The Tenant is not to be treated as having complied with any such notice unless and until all work necessary for remedying the Specified Breach has been completed
- 3.13.4 if the Tenant is in breach of the obligation under 3.13.2 hereof to permit the Landlord and other persons authorised by him (but without prejudice to the right of re-entry under clause 6.1 hereof) to enter the Premises and to carry out such work as may be necessary for remedying the Specified Breach
- 3.13.5 to pay the Landlord on demand all costs and expenses incurred by the Landlord under paragraph 3.13.4 hereof in connection with the remedying of the Specified Breach
- 3.14 to permit the Landlord and the tenants or occupiers of the remainder of the Property and their respective agents and workmen at reasonable hours in the daytime but only after forty-eight hours notice (except in case of emergency) to enter the Premises to execute repairs or alterations to or upon the Property such persons as aforesaid making good or making full compensation to the Tenant for all damage thereby done to the Premises

- 3.15 forthwith to repair and make good at the Tenant's expense any damage (other than damage covered by the insurance effected by the Landlord or the Agents) to the forecourt and other common parts of the Property caused by the Tenant or the Tenant's family servants licensees or by any other person under the control of the Tenant in such manner as the Landlord or the Agents may direct
- 3.16 during the last seven years of the term not to assign transfer underlet or part with the possession of the Premises without the previous consent in writing of the Landlord
- 3.17 not at any time during the term to assign or underlet part only of the Premises
- 3.18 within twenty-eight days after any assignment subletting mortgage or other disposition or devolution of the Tenant's interest in the Premises to produce to the Landlord's solicitors for registration a certified copy of the document relating thereto and to pay to the Landlord's solicitors a reasonable fee of not less than forty pounds (£40.00.) plus Value Added Tax in respect of each such registration
- 3.19 to pay all costs and expenses (including legal costs and surveyor's fees) incurred by the Landlord in or in contemplation of any proceedings under Section 146 of the Law of Property Act 1925 in respect of the Premises notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and also to pay all costs and expenses incurred by the Landlord in relation to the preparation and service of a Schedule of Dilapidations at the determination of the term (including legal costs and fees payable to the Landlord's surveyor)
- 3.20 at the expiration or sooner determination of the term quietly to surrender and yield up to the Landlord the Premises repaired maintained cleansed painted and decorated in accordance with the Tenant's obligations hereunder together with all additions and improvements thereto (whether by the Landlord or the Tenant) and all Landlord's fixtures and fittings now in the Premises or which during the last seven years of the term may be affixed or fastened thereto

3.21 to observe and perform the restrictions covenants conditions and stipulations referred to in the Register of the above mentioned title and any referred to contained in the Register of the freehold title so far as the same are still subsisting and capable of taking effect and relate to or affect the Premises and to indemnify the Landlord against any breach non observance or non performance thereof or otherwise in respect of the Premises

4.1 In this clause: -

4.1.1 "Year" means any period of one year commencing on the 1st day of January during the term

4.1.2 "Annual Maintenance Cost" means the total of all sums actually spent by the Landlord in any year in connection with the management maintenance and insurance of the Property and shall without prejudice to the generality of the foregoing include the costs of and incidental to the performance by the Landlord of the covenants contained in the Fifth Schedule to this Lease

4.1.3 "Advance Payment" means the total of any sums paid by the Tenant in any year under sub-clause 4.4 hereof

4.1.4 the "Statement" means a statement provided for in sub-clause 5.1 below

4.2 The Landlord (but so that the Landlord who is a party hereto shall upon the transfer of the freehold estate to any third party be released from all liability under this clause notwithstanding that such liability may have arisen before transfer) and the Tenant covenant to comply with their respective obligations under this present clause

4.3 The Tenant will pay to the Landlord by way of Additional Rent and in accordance with the provisions of this present clause one third of the costs incurred by the Landlord in discharging his obligations contained in the Fifth Schedule Part I hereto (the Tenant's Share)

- 4.4.1 the Tenant will on the 1st January in every year throughout the term or on such dates as the Landlord or the Agents may from time to time during the term specify pay in advance to the Landlord such reasonable sum as the Landlord shall consider appropriate on account of his contribution to the Annual Maintenance Cost
- 4.4.2 the Landlord will notify the Tenant in writing of the amount of each subsequent payment
- 4.5.1 as soon as practicable after the 1st January in every year of the term the Landlord will serve on the Tenant a statement giving full particulars of the Annual Maintenance Cost and certifying the amount payable as the Tenant's Share for the preceding year
- 4.5.2 the Tenant will forthwith upon receipt of the statement pay to the Landlord the amount (if any) by which the Tenant's Share as in 4.5.1 above exceeds the Advance Payment in respect of the year in question
- 4.5.3 if the Advance Payment made in any year exceeds the Tenant's Share for that year the balance may at the option of the Landlord be applied in or towards the payment of the Tenant's Share or any Advance Payments for the next or any ensuing or earlier year
- 4.6 If any of the sums which are required to be paid by the Tenant in accordance with this clause are not paid within twenty one days after they have become due then without prejudice to any other right or remedy of the Landlord hereunder they shall carry interest at the rate of four per cent over the Barclays Bank plc base rate for the time being or the rate of twelve per cent per annum (whichever rate shall be the higher) until payment
- 4.7 the Landlord will keep a detailed account of all expenditure to be included in the Annual Maintenance Cost

- 4.8 the Landlord will use his best endeavours to maintain the Annual Maintenance Cost at the lowest reasonable figure consistent with the due performance of his obligations herein
- 4.9 within twenty one days after receiving any statement the Tenant shall be entitled on giving fourteen days notice to inspect vouchers and receipts for the items included therein
5. The Landlord covenants with the Tenant (but so that the Landlord who is a party hereto shall upon transfer of the freehold estate to any third party be released from all liability under this covenant notwithstanding that such liability may have arisen before transfer) as follows: -
- 5.1 as to any flat in the Property which is or may at any time during the term come into the Landlord's possession to comply with the restrictions and to observe the covenants similar to those on the part of the Tenant herein contained (other than as to payment of rent) mutatis mutandis as if he were a Tenant thereof
- 5.1.1 in every other Lease to include:-
- 5.1.1.1 a covenant by the Tenant in the terms of clause 2 of this Lease and
- 5.1.1.2 restrictions in terms substantially the same as the restrictions herein contained
- 5.1.1.3 not to dispose or part with the possession of any flat in the Property otherwise than by way of Lease. The disposal of the freehold reversion in the Property as a whole is not a breach of this covenant
- 5.2 that the Tenant paying the rents hereby reserved and performing and observing the several conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Premises during the term without any interruption or disturbance from or by the Landlord or any person or persons rightfully claiming under or in trust for the Landlord

5.3 Subject to and conditional upon the Tenant contributing and paying as provided in Clause 4 hereof to perform and observe the covenants and obligations contained in the Fifth Schedule to this Lease

6. It is hereby agreed and declared as follows: -

6.1 if the Rent or any part thereof or any other sum due from the Tenant to the Landlord under this Lease is at any time unpaid for the space of twenty-eight days after it has become due (whether formally demanded or not) or in the case of any breach of any of the Tenant's covenants herein the Landlord may (notwithstanding the waiver of any previous right of re-entry) re-enter upon the Premises or any part thereof in the name of the whole and thereupon the term shall determine absolutely but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants **PROVIDED ALWAYS** and without prejudice to the Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to sub-Clause 3.18 before commencing any proceedings for forfeiture of this Lease

6.2 the Landlord shall not be liable for loss or damage suffered by the Tenant or any of his visitors employees or servants or by any other person to their person or goods by reason of any act or default of any other lessee or occupier of the remainder of the Property or of any agent contractor licensee employee or servant of the Landlord or such other lessee or occupier or by reason of theft or otherwise from the Premises or any other part of the Property or by reason of any default in any fixture cable wire drain sewer pipe or other conducting media or in the absence of lighting in or upon the Property or any part thereof

6.3 in case any dispute difference or question shall arise between the Tenant and any other lessee of any other flat forming part of the Property turning upon the construction of any provisions in this Lease or as to any matter or thing of whatsoever nature arising hereunder in connection herewith then either party may forthwith give to the other notice in writing of such dispute difference or question and the same shall be and is hereby referred to the arbitration and final decision of such person as may be appointed by the parties to the dispute difference or question and in default of agreement as to the appointment of such a person then of such person as may be appointed by the President of the Scarborough Law Society for the time being and the award of the person so appointed shall be final and binding on the parties to the dispute difference or question

7. It is certified that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £125,000

THE FIRST SCHEDULE

Description of the Premises

Flat 3, "Sandy Cove" Cliffords Terrace, Filey YO14 9DR, the Property and the car parking space and bin store as shown shaded pink on the Plan annexed hereto

The Premises comprise: -

- a) all walls enclosing the Premises but in the case of any external wall of the Premises which also forms a wall bounding the Property only the interior face of such wall and in the case of any dividing wall between the Premises and any other part of the Property only one half of such wall severed vertically
- b) the entrance door of the Premises including the paintwork and decoration of the external surfaces of such door

- c) the windows of the Premises including their internal and external frames and the glass but excluding the paintwork and decoration of the external surfaces of such windows and window frames
- d) the internal plaster tiles or other coverings and plaster work of the walls bounding the Premises
- e) the gas electrical water and sanitary apparatus now or hereafter installed in and belonging exclusively to the Premises and all other Landlord's fixtures and fittings therein
- f) all conduits pipes wires cables and other service installations carrying or conveying gas electricity water soil and other services telephone ventilation and such like carried in the floors screeds ceilings walls or ducts incorporated within the Premises
- g) the floor and the ceiling excluding the joists between the floor of the Premises and the ceiling of the flat below the same and excluding the joists between the ceiling of the Premises and the floor of any loft or roof space above the same

THE SECOND SCHEDULE

The Included Rights

- 1) The right (in common with the Landlord all persons authorised by the Landlord and the tenants for the time being of the other flats in the Property and all other persons now or at any time hereafter having the like right and subject to the Excepted Rights) for the Tenant his servants and licensees to use for the purpose of passing and repassing to and from the Premises and in accordance with the restrictions the forecourt paths staircases and accessways situate within the Property used or to be intended to be used by the Tenant in common with the Landlord and adjoining occupiers

- 2) The right (in common as aforesaid and subject to the Excepted Rights) of passage and running of gas electricity water sewerage soil surface water and other services from and to the Premises through the tanks pipes wires conduits drains and all other service installations in or under or upon the Property with power for the Tenant with servants workmen and others at all reasonable times on giving reasonable notice (except in emergency) to enter into and upon other parts of the Property for the purpose of inspecting conduits and drains which exclusively serve the gas electrical water and sanitary apparatus now or hereafter installed in and belonging to the Premises the Tenant forthwith making good or making full compensation for any damage caused thereby
- 3) The right of entry on any part of the land around the Property for the purpose of repairing or cleaning the windows of the Premises
- 4) The right of subjacent and lateral support for the Premises and to shelter and protection from those parts of the Property not hereby demised including rights for the Tenant with his servants workmen and others at all reasonable times on giving reasonable notice (except in emergency) of entry upon any other parts of the Property for the purpose of preventing damage or danger to the Premises or of performing any obligation of the Tenant under the Tenant's covenants contained herein (where such entry is necessary for the prevention of damage or danger to the Premises or the performance of such obligations) the Tenant doing thereby as little damage as possible to the other parts of the Property entered upon and forthwith making good or making full compensation for any damage done
- 5) The benefit (in common with the Landlord and the other persons entitled thereto) of every covenant or agreement entered into by the tenant or occupier of every other flat in the Property with the Landlord
- 6) The right to the passage of fumes through the flues serving the Premises
- 7) All the above rights are subject to and conditional upon the Tenant contributing and paying as provided in clause 4 of this Lease

THE THIRD SCHEDULE

The Excepted Rights

There are excepted and reserved out of this Lease in favour of the Landlord the tenants or occupiers for the time being of the remainder of the Property and their trustees and each and every part thereof and all other persons authorised by the Landlord: -

- 1) The right in common with the Tenant and all other persons now or at any time hereafter having the like right and their licensees to use for the purpose of passing and repassing to and from the Premises in accordance with their restrictions the forecourt situate within the Property used or intended to be used by the Tenant in common with the Tenants of the other flats and other lessees of the Property
- 2) The right of passage and running of gas electricity water sewage soil surface water and all other services from and to the parts of the Property not hereby demised and each and every part thereof through the pipes wires conduits drains gutters and all other service installations which now are or may at any time within eighty years hereafter be in on under or passing through the Premises
- 3) The right to subjacent and lateral support by the Premises and to shelter and protection by the Premises for the other parts of the Property together with all other rights easements and quasi easements enjoyed by the Landlord or by the tenant of any other part of the Property over or in respect of the Premises including the rights of such other tenants of entry on the Premises at all reasonable times on giving reasonable notice (except in emergency) for the purpose of preventing damage or danger to such other flat or part of the Property or of performing any obligations under the covenants contained in any other Lease (where such entry is necessary for the prevention of such damage or danger or for the performance of such obligations) the person exercising such rights doing thereby as little damage to the Premises as possible and forthwith making good or making full compensation for any damage done

- 4) The right of entry on the Premises for the Landlord and the Landlord with or without workmen and others at all reasonable times on giving reasonable notice (except in case of emergency) for the purpose of performing any of the Landlord's obligations under this Lease and/or carrying out any other work to the Property doing thereby as little damage to the Premises as possible and forthwith making good or making full compensation for any damage done
- 5) The right to make such other regulations from time to time (either in addition to or by way of variation of or substitution for the restrictions in the Fourth Schedule or any of them) as the Landlord may deem expedient

THE FOURTH SCHEDULE

The Restrictions

- 1) Not to carry on any profession trade or business or hold any auction sale in the Premises
- 2) Not to do or suffer to be done on the Premises or the Property anything which may be or become a nuisance or cause damage or danger to the Landlord or the occupiers of any other part of the Property or any nearby or adjacent property or which may injure or tend to injure the character or reputation of the Property for residential purposes
- 3) Without prejudice to the generality of restriction 2 between the hours of 11.00 pm and 7.00 am if the occupiers of any other part of the estate object not to use or permit to be used in the Premises any radio television set CD player loudspeaker or any similar musical mechanical electronic or other instrument or machine of any kind or to practise or permit singing in the premises between the hours of 11pm and 7am if the occupiers of any other part of the Property object
- 4) Not to place or suspend or permit to be placed or suspended any excessive weight on or from the floors ceilings or walls of the Premises or set up upon the Premises any machinery engine or other apparatus other than the usual domestic appliances

- 6) Not in any way to obstruct or suffer the forecourt paths accessways and staircases of the Property to be obstructed and not to cause or permit any vehicle to be parked at the Property other than in the parking space included in this demise
- 7) Not to place any advertisement sign or notice on the windows or the outside of the Property or any part thereof except a sign of normal size advertising the Premises for sale or to let
- 8) Not to permit or suffer dirt rubbish rags or other refuse to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Premises nor to permit any water or other liquid to soak through the floors of the Premises
- 9) Not to do or suffer anything to be done which may vitiate any insurance in respect of the Property or cause any increase in the premium payable in respect thereof
- 10) The exterior of the Premises shall not be decorated by the Tenant and window frames shall not be changed or replaced without the Landlord's approval in addition to such other planning or building regulation approval as may be required
- 11) To turn off the water supply if a period of unoccupancy of the Premises might be such as to lead to leaks or burst pipes

THE FIFTH SCHEDULE

Landlord's Covenants

PART I

- 1) At all times during the term to keep in good and substantial repair order and condition and where necessary to rebuild renew replace and redecorate:

- 1.1 the roof and external and structural walls (excluding the internal surfaces and the glass in the windows and window furniture) the main structure including (but not by way of limitation) the foundations main beams purlins (including the beams or joists to which the floors and ceilings of any flat within the Property are attached) the flues the drains gutters and downpipes of all buildings erected or to be erected upon the Property
 - 1.2 the gas water pipes conduits ducts sewers drains electric wires cables and all other installations in or upon the Property enjoyed or used or capable of enjoyment or use by the Tenant in common with the Landlord or other lessees or tenants of the Property but excluding all such installations and services as are incorporated in and or service the Premises exclusively
 - 1.3 The forecourt access-way and car parking spaces and the boundary and other walls situate within the Property
- 2) To pay and discharge all rates taxes water sewerage charges and all assessments and outgoings whatsoever whether of an annual or recurring nature or not which now are or may hereafter be assessed charged or payable in respect of any part of the Property enjoyed or used by the Tenant in common with the other tenants or occupiers of the Property
- 3.1 to insure all buildings on the Property against loss or damage by fire storm tempest and such other risks as are usually covered by a comprehensive policy in respect of a development of flats in the full reinstatement value thereof in an insurance office **PROVIDED: -**
 - 3.1.1 the Landlord shall determine the company or office with which the insurance is placed
 - 3.1.2 the insured amount shall include a sum for the cost of demolition and clearance of the buildings reinstatement and architects surveyors and statutory fees

- 3.2 to pay all premiums in respect of insurance within fourteen days of their becoming due
- 3.3 whenever reasonably required to do so to produce to the Tenant a copy of any relevant policy of insurance and the receipt for the last premium provided always that in the event of destruction of or damage to the Property or any part thereof all monies received under such policy are to be held as a separate fund on trust: -
- 3.3.1 subject to 3.3.2 below to expend the same in or towards the repair rebuilding or reinstatement of the Property or such part or parts thereof as shall have been destroyed or damaged. The Landlord will perform this obligation as soon as reasonably practicable but
- 3.3.2 (if it shall be impossible or impracticable to reinstate as aforesaid) for the Landlord and the Tenant and other tenants of the other flats in the Property in proportion to the values of their respective interests in the Property as at the date of such destruction or damage such values to be agreed or in default of agreement determined by a single arbitrator to be appointed by the President for the time being of the Royal Institute of Chartered Surveyors
- 4 To pay and discharge the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Property or any part thereof
- 5 To pay and discharge all fees charges and expenses payable to any solicitor accountant surveyor or architect or other professional or competent adviser or agent whom the Landlord may from time to time reasonably employ in connection with the management and or maintenance of the Property (but not in connection with lettings or sales of any parts of the Property or the collection of rents payable by any tenant thereof) and in or in connection with enforcing the performance and observance by the Tenant and all other tenants of the remainder of the Property of their obligations and liabilities

- 6 To pay and discharge the costs of and incidental to the provision of refuse collection and/or hire of refuse bins by the Local Authority
- 7 To pay and discharge the costs of and incidental to the provisions by the Landlord of any services in addition to those listed specifically above which are in the reasonable opinion of the Landlord of benefit to the Property and the lessees thereof

SIGNED AS A DEED by the said
DAVID WILLIAM PINDER
in the presence of: -



Don Mann
12 Brook View South
Kilby YO14 9HY
Solicitor

SIGNED AS A DEED by the said
ERNEST TAYLOR JENNINGS
and
DOROTHY JENNINGS
in the presence of: -

remove clerical corr' roof sheets.

make up boundary wall re-claimed bricks?

motor cycle parking

(3)

(2)

remove chimney breast, block up door adjust & provide window.

(15)

CLIFFORDS TERRACE

Bed R'm 1

Bed R'm 2

Bath R'm

W.C. & H.C.

Living R'm.

Visual Warning

Bin Store No. 3

Existing Partition Access Visual Warning

Bin Store No. 2 Smoke

new window opening.

Entrance No. 1.

new door opening

Insulation Chamber Visual Warning

Bin Store No. 1

No 51.

Timber studs & plasterboard internal partitions

Insulation Chamber

Assume a common substructure of floor of existing soil area. Instruction to approval of L.A.

EXIST RAMP

adjust door opening & provide window.

EXIST RAMP

EXIST RAMP

up (SD)



Beetenson & Gibbon
DX13502
GRIMSBY 1

DX

Date
15 March 2010

Your ref
JWL TAM JNG'S/205295-0004

Our ref
NYK376532/L/239/EM/TEAM 08

Proprietor/Applicant **Ernest Taylor Jennings and Dorothy Jennings**

Title number **NYK376532**

Property **Flat 3, Sandy Cove, Clifford's Terrace,
Filey (YO14 9DR)**

Dear Sirs

We have completed the registration of the lease of the above property dated 24 February 2010.

Part of the land shown by pink tinting on the plan to the lease does not fall within the lessor's title and is registered under title number NYK322397 registered proprietor Scarborough Borough Council. We have therefore excluded this land from the lessee's new title. The plan attached to this letter shows the land excluded by blue tinting.

Your clients should keep this letter and plan so that they will be able to explain the exclusion, if necessary, when they deal with the property in future.

If you would like to discuss this correspondence or require it in an alternative format please contact me, quoting our reference.

Yours faithfully

Elizabeth Myers
Direct line 0191 301 5826

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Southfield Way
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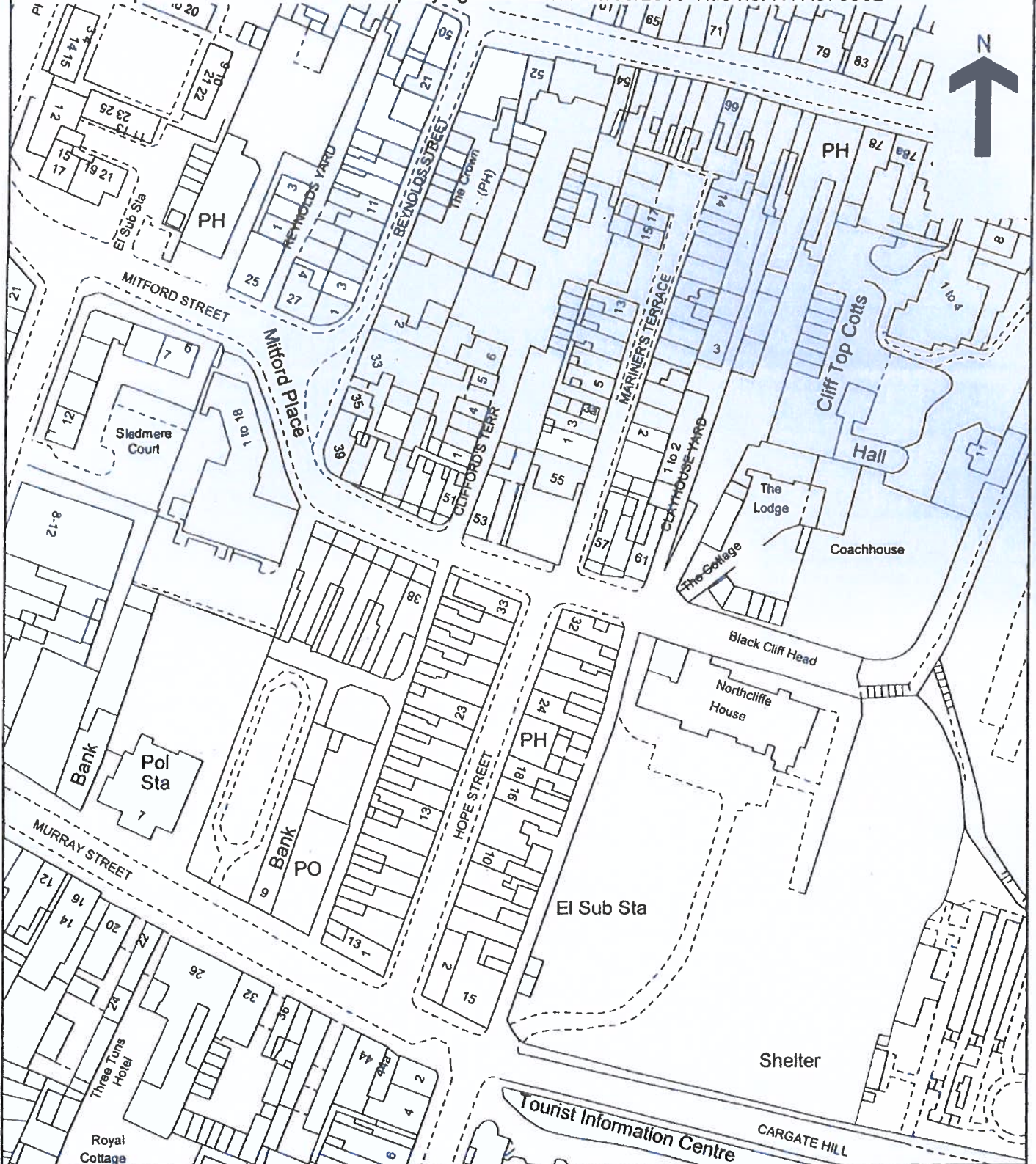
Land Registry Illustrative plan

Title number **NYK376532**
Ordnance Survey map reference **TA1180NE**
Scale **1:1250** enlarged from 1:2500
Administrative area **North Yorkshire: Scarborough**



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This is the plan referred to in the accompanying letter dated 15/03/2010 Title no. NYK376532



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

