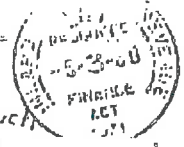


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ISSUED BY THE NOTTINGHAM DISTRICT LAND REGISTRY



THIS LEASE is made the fourth day of March 1968 thousand nine hundred and sixty eight BETWEEN o in the City of Leeds Solicitor and in the City of London E.C.4. Chartered Accountant (hereinafter called "the Lessors") of the one part and wife of the said o (the London N.W.8. (hereinafter called "the Lessees") of the other part

WHEREAS the Lessors are the Estate Owners in respect of the fee simple absolute in possession of the property hereinafter described and have agreed with the Lessees for the sale to them of all timber trees saplings pollards and plantations thereon at the price of Two thousand five hundred pounds which money has been provided out of funds belonging to The o the infant daughter of the Lessees and to the demise hereinafter contained on the terms and in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1.

IN CONSIDERATION of the sum of Two thousand five hundred pounds paid by the Lessees to the Lessors in respect of the timber now standing on the property intended to be hereby demised (the receipt whereof the Lessors hereby acknowledge) the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Lessees to be paid observed and performed the Lessors hereby demise unto the Lessees ALL THOSE two pieces or parcels of land situate near Hickleton in the County of York known as Bella Wood Loscoe Wood and Quarry Wood which said premises are for the purpose of identification only but not further or otherwise more particularly delineated on the plan annexed hereto and thereon edged green TOGETHER WITH (a) a right of way at all times and for all purposes (in common with the Lessors their tenants servants agents licensees and others entitled thereto) at all times and for all purposes to and from the demised premises along the roads or tracks coloured brown and the existing track the approximate position of which is shown by a dotted brown line on the said plan subject to the payment of a proportionate part of the cost according to user of maintaining and repairing the same and any gates relating thereto SUBJECT to rights of the Lessors and Yorkshire Tax Distillers to have access and egress over the strip of land coloured red on the said plan to the road or track coloured yellow on the said plan (b) the exclusive right for the Lessees and all others authorised by them in writing of entering the demised premises and of sporting thereon by shooting taking killing and carrying away all pheasant partridge grouse hares rabbits and black game and all birds listed in the Second and Third Schedules to the Protection of Birds Act 1954 and of rearing and preserving the same (c) the right to cut fell and convert to the Lessees own use all or any timber trees saplings pollards and plantations now or at any time during the term growing upon the demised premises and to sell the same before or after cutting or felling (d) the right to erect and maintain in or upon the demised premises such plant machinery and buildings as the Lessees may require for forestry purposes PROVIDED ALWAYS that the Lessees shall before erecting any such plant machinery or building first obtain the prior approval of the Lessors to the siting and nature thereof which approval shall not be unreasonably withheld (e) the right (but subject to any other provisions of this Lease) to carry out on the demised premises all works usual or necessary for purposes connected with forestry but EXCEPTING AND RESERVING unto the Lessors and all others authorised by them and in particular the "Badsworth Hunt" of entering the demised premises to hunt sport and to preserve foxes otters deer and other wild animals and that the Lessors and all others authorised by them and in particular the "Badsworth Hunt" be permitted to erect and maintain hunting gates where required provided that the Lessees may do such work to the gates as is necessary to make them rabbit proof and EXCEPTING AND RESERVING unto the Lessors their tenants servants agents and all others entitled thereto including members of the general public full and free right of way with or without vehicles over the tracks coloured yellow on the said plan and the Lessors paying a proportion of the cost of the maintenance and repair thereof according to the extent of their user thereof and ALSO EXCEPTING AND RESERVING unto the Lessors and their licensees being persons associated with the Lessors South Yorkshire Estate to enter and walk through the demised premises and ALSO EXCEPTING AND RESERVING unto the Lessors and their successors in title all mines and minerals in under or upon the demised premises or any part thereof with power for the Lessors and their respective licensees agents and servants to dig get and carry away the said mines and minerals and underground workings only but without paying any compensation to the Lessees for any damage caused by subsidence or otherwise TO HOLD the same UNTO the Lessees from the fourth day of March 1968 nine hundred and sixty eight for the term of Nine hundred and ninety nine years paying therefor during the said term the yearly rent of Twenty two pounds two shillings and sixpence the first payment of such rent to be made on the fourth day of March next

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2. THE Lessees hereby jointly and severally covenant with the Lessors as set out in the First Schedule hereto

3. THE Lessors hereby jointly and severally covenant with the Lessees as set out in the Second Schedule hereto

4. IT IS HEREBY AGREED AND DECLARED as follows:-

(1) If the rent hereby reserved or any part thereof shall be unpaid for Twenty one days next after the same shall have become due whether lawfully demanded or not or if the Lessees shall not observe and perform the covenants and agreements herein contained and on their part to be observed and performed then it shall be lawful for the Lessors to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this Lease shall determine but without prejudice to any right of action or other remedy which shall have accrued or arisen prior to such re-entry

(2) If any dispute or difference shall arise under out of or in connection with this Lease (including the construction thereof) the same shall be referred to the decision of a sole arbitrator to be nominated in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors subject to and in accordance with the Arbitration Act 1950 or any statutory re-enactment or modification thereof

(3) Where the context so admits the expression the Lessors shall include the persons for the time being entitled to the reversion immediately expectant on the term hereby created and the expression the Lessees shall include their successors in title

5. (a) Subject to the proceeding provisions hereof the Lessees shall hold the demised premises upon trust to sell the same with power to postpone the sale thereof

(b) The net income of the property hereby demised until sale and the net proceeds of sale shall be held in trust for the said daughter of the Lessees absolutely

6. IT IS HEREBY CERTIFIED that the transaction hereby effected 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 Five thousand five hundred pounds

IN WITNESS whereof the Lessors and the Lessees have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE above referred to

Covenants on the part of the Lessees

(1) To pay the rent hereby reserved at the times and in manner aforesaid

(2) To pay all existing and future rates taxes assessments and outgoings now or hereafter during the said term imposed or charged on the demised premises or on the owner or occupier in respect thereof except only such as the owner is in the circumstances of this demise by law bound to pay notwithstanding any contract to the contrary

(3) To maintain in good order and condition and repair the existing fence between the points marked "A" and "B" on the said plan

(4) Throughout the said term to pay a fair proportion according to user of the cost of maintaining in good order condition and repair the surface of the roadways coloured brown and yellow on the said plan (including the track shown by the dotted brown line)

(5) To indemnify the Lessors against any claim arising out of the Lessees user or neglect of the said roadways coloured brown and yellow on the said plan (including the track shown by the dotted brown line)

THE SECOND SCHEDULE above referred to

Covenants on the part of the Lessors

(1) That the Lessees on payment of the said rent and due observance and performance on their part of the covenants agreements and conditions herein shall hold the demised premises during the said term without any lawful eviction or interruption by the Lessors or any person claiming under or in trust for them

(2) In the exercise of the rights hereby reserved not to cause or permit

any fires to be lighted or any cigar or cigarette ends or other lights to be left unextinguished on the demised premises and to comply with such restrictions as the Lessees may from time to time impose as to smoking on the demised premises and at all times to take all reasonable precautions against the outbreak of fire thereon and to indemnify the Lessees in respect of any breach hereof

(3) Throughout the said term to pay a fair proportion according to user of the cost of maintaining in good order condition and repair the surface of the tracks coloured yellow on the said plan

SIGNED SEALED AND DELIVERED by the said  
in presence

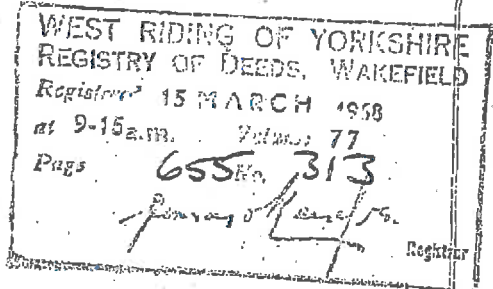
or:-

SIGNED SEALED AND DELIVERED by the said  
in presence

or:-

Witness  
address

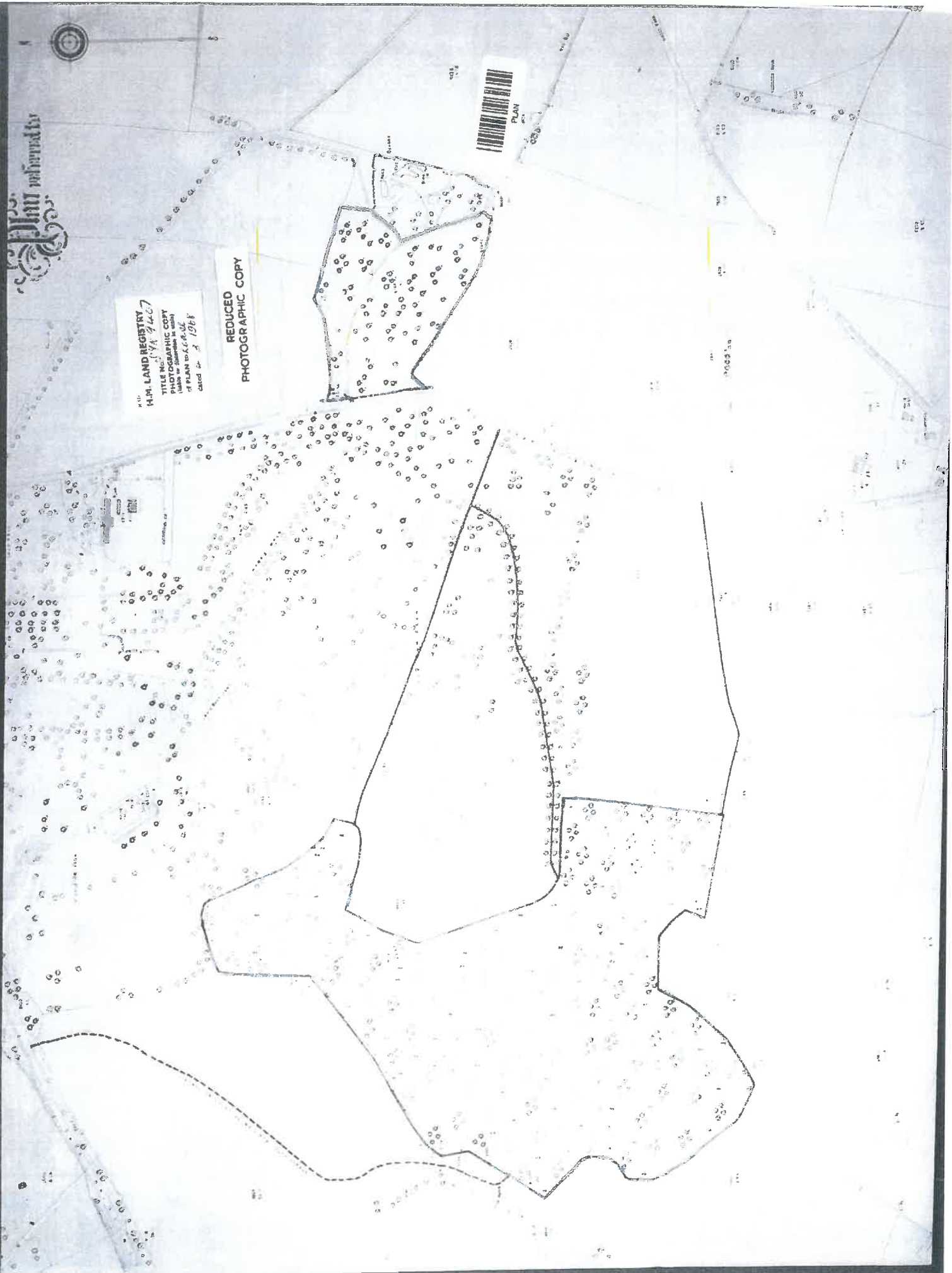
Occupation



Plan referred to

H.M. LAND REGISTRY  
TITLE NO. 148 4467  
PHOTOGRAPHIC COPY  
(taken on 28th AUGUST  
of PLAN BOOK 6002  
dated 25 1968

REDUCED  
PHOTOGRAPHIC COPY



H.M. Land Reclaiming Co. Ltd.

H.M. LAND RECLAIMING CO. LTD.  
TITLE NO. 4407  
PHOTOGRAPHIC COPY  
of PLAN of LEASE  
dated 23 1968

REDUCED PHOTOGRAPHIC COPY



H.M. LAND REGISTRY  
 TITLE No. 9207  
 PLAN to be made  
 of PLAN to 2004  
 dated 24.4.1970

**FORESTRY COMMISSION, NE. (E) CONSERVANCY**  
**TITLE: Dedicated Woodland**  
**SCABBA ESTATE**

Scale: 6 in. to 1 mile  
 Sheet No. SE 40SE.50 SW  
 1 inch O.S. Sheet No./NGR. 103 / SE 401 044 6 526 016

Prepared by FAC. Date: 20.7.68  
 Coloured by J.M. Date: 27.2.70.

**CROWN COPYRIGHT RESERVED**

I certify that this is the map referred to in the Plan of Operations for the Estate for the SCABBA to

Period: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agent or Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 Conservator NE (E): \_\_\_\_\_

Boundary of Dedicated Area  
 Compartment Boundary  
 Compartment Number Area  
 Sub-compartment Boundary

Melton Wood

