

A(18)19/3

Dated 25th January 1986

FYLDE BOROUGH COUNCIL

to

Trustees of the Ribble
Cruising Club

E(12)2/3
86

SURRENDER AND LEASE

of land and premises situate on Central Beach,
Lytham and known as the "Ribble Cruising Club".

Term 50 years from 25th January 1987
634

B. J. Smith

Clerk and Chief Executive Officer

Fylde Borough Council

Lytham St. Annes.

W.A. 19/1/77
S.D. 19/1/77
THIS SURRENDER AND LEASE is made the

25th

day of

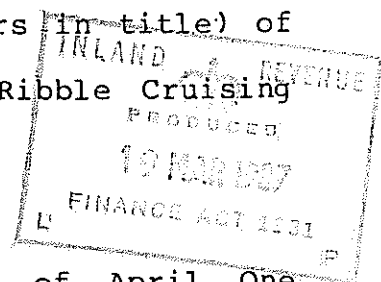
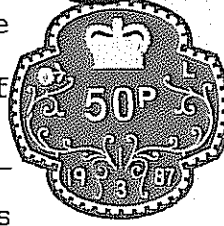
Gannery One thousand nine hundred and eighty six
BETWEEN FYLDE BOROUGH COUNCIL (hereinafter called "the
Council") of the one part and RICHARD FRIEDENTHAL of
Fletchers Bakwall Salome Westlington Oxon THOMAS GLEDHILL
HOWARD BLASSON of 14A Church Road Lytham Lytham St. Annes
Lancashire DAVID TOWNLEY HODGSON of 13 Seafield Road Lytham
aforesaid and GEORGE ROLAND AUSTIN of 56 Park View Road
Lytham aforesaid (hereinafter called "the Lessees" which
expression shall where the context so admits include the
survivor of them and their and his successors in title) of
the other part being the Trustees of the Ribble Cruising
Club

W H E R E A S

(1) By a Lease dated the fourteenth day of April One
thousand nine hundred and seventy seven and made between the
Council (1) and the trustees of Ribble Cruising Club (2) the
Council granted a lease to the trustees of the Ribble
Cruising Club of the plot of land and premises hereinafter
described for a period of twenty one years from the
fourteenth day of April One thousand nine hundred and
seventy seven

(2) It has been agreed between the parties hereto that the
remainder of the said term of Twenty One years shall be
surrendered and that a term of fifty years shall be granted
to the Lessees in substitution therefor

WITNESSETH as follows:-



1. IN consideration of the surrender of the aforesaid lease and the rent and covenants on the part of the Lessees hereinafter reserved and contained the Council hereby demises unto the Lessees ALL THAT plot of land and premises described in the First part of the Schedule hereto TOGETHER with the easements and rights specified in the Second part of the said Schedule (which said plot of land and premises easements and rights are hereinafter referred to as "the demised premises") but EXCEPTING AND RESERVING unto the Council its lessees licensees and tenants the easements and rights specified in the Third part of the said Schedule TO HOLD the same unto the Lessees for a term of fifty (50) years from the date hereof subject to determination as hereinafter mentioned YIELDING AND PAYING to the Council during the said term yearly and proportionately for any fraction of a year the rents hereunder set out:-

- (a) For the first seven years (years 1 to 7) of the said term the rent of One hundred and fifty pounds (£150) (hereinafter when specifically referred to called the first reserved rent) _____
- (b) For the next seven years (years 8 to 14) (hereinafter called the first review period) a rent to be determined in accordance with the provision in that behalf contained in the fourth part of the said Schedule hereto (hereinafter when specifically referred to called the first reviewed rent) _____
- (c) For the following seven years (years 15 to 21) (hereinafter called the second review period) a rent to be determined in accordance with the provision in that

behalf contained in the fourth part of the said Schedule hereto (hereinafter when specifically referred to called the second reviewed rent) _____

- (d) For the following seven years (years 22 to 28) (hereinafter called the third review period) a rent to be determined in accordance with the provision in that behalf contained in fourth part of the said Schedule hereto (hereinafter when specifically referred to called the third reviewed rent)
- (e) For the following seven years (years 29 to 35) (hereinafter called the fourth review period) a rent to be determined in accordance with the provision in that behalf contained in fourth part of the said Schedule hereto (hereinafter when specifically referred to called the fourth reviewed rent)
- (f) For the following seven years (years 36 to 42) (hereinafter called the fifth review period) a rent to be determined in accordance with the provision in that behalf contained in fourth part of the said Schedule hereto (hereinafter when specifically referred to called the fifth reviewed rent)
- (g) For the residue of the said term (years 43 to 50) (hereinafter called the sixth review period) a rent to be determined in accordance with the provision in that behalf contained in fourth part of the said Schedule hereto (hereinafter when specifically referred to called the sixth reviewed rent)

And the first reserved rent and the first reviewed rent and the second reviewed rent third reviewed rent fourth

reviewed rent fifth reviewed rent and sixth reviewed rent shall in all cases be paid by equal quarterly payments in advance without any deduction on the usual quarter days in every year the first payment apportioned in respect of the period from the 29th day of January to the quarter day next thereafter to be paid on the execution hereof _____

1. THE Lessees hereby jointly and severally covenant with the Council in manner following that is to say:-

1. To pay the first reserved rent, first reviewed rent, second reviewed rent, third reviewed rent, fourth reviewed rent, fifth reviewed rent and sixth reviewed rent at the times and in the manner aforesaid _____
2. From time to time and at all times during the said term to pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the demised premises or on the owner or occupier in respect thereof and an apportioned part of any rates taxes duties assessments and outgoings which are now or may at any time hereafter be assessed charged or imposed upon the demised premises together with other property or on the owners or occupiers of the demised premises and other property _____
3. To pay for all electric light water and gas used at the demised premises and the meter rents _____
4. Forthwith to insure the demised premises (other than the

sea wall between the points marked 'C' and 'D' on the plan annexed hereto) and keep the same insured for all times throughout the term hereby created in the joint names of the Council and the Lessees from loss or damage by fire explosion storm or tempest including lightning aircraft and any article dropped therefrom but excluding flooding with an Insurance Company to be approved of in writing by the Council and to pay all premium and other moneys necessary for this purpose and whenever required produce to the Council the policy or policies of such insurance and the receipt for the then current year's premium _____

5. Not to do or permit anything to be done upon the demised premises whereby any policy of insurance against any damage to the demised premises or to adjoining premises may be invalidated or whereby the rate of premium in respect of such insurance of adjoining premises shall at any time be increased _____
6. During the said term to keep and maintain the demised premises (with the exception of the sea wall between the points marked 'C' and 'D' on the plan annexed hereto) and all the fixtures drains soil and other pipes and the appurtenances thereof in good and tenantable repair and condition damage by admission of sea water to the demised premises through breaches or defects in the sea wall at any point throughout the length marked A, B, C, D, E, F on the said plan or by the removal or alteration of the present support which the demised premises enjoy excepted _____

7. To pay a fair proportion of the expenses of repairing cleansing maintaining extending and amending any sewers drains conduits gutters pipes and any other services the use of which is common to the demised premises and any other property owned by the Council the Lessees being entitled to a similar contribution from the Lessees or occupiers of any such other property (or from the Council in respect of property retained by the Council for its own use) in respect of approved work of a like nature necessarily undertaken after 14 days notice to the Council and the Lessees by the Lessees or occupiers of such other property in connection with any sewers drains conduits gutters pipes and other services on the demised premises the use of which is common to the demised premises and such other property the said proportions and contributions in case of dispute to be conclusively determined by the Council's Chief Technical Officer
8. In every third year of the said term to paint the outside parts of the proposed Club House with two coats at least of good oil paint or other approved paint applied in a proper and workmanlike manner and of such colour as the said Chief Technical Officer may require
9. In every seventh year of the said term to paint the interior parts of the proposed Club House with two coats at least of good oil paint or other approved paint applied in a proper and workmanlike manner _____
10. To permit the Council by its duly authorised officers

servants and agents with or without workmen and others at reasonable times after due notice to enter upon the demised premises and every part thereof for the purpose of ascertaining that the covenants and conditions herein contained have been duly observed and performed and in particular to view the state of repair and condition of the demised premises and of all defects decays and wants of repair cleansing maintenance amendment and painting there found to give or leave on the demised premises notice in writing to the Lessees _____

11. At their own cost absolutely the Lessees shall within the period of three calendar months after any such notice (or immediately in case of emergency) well and substantially repair and make good all such defects decays and wants of reparation to the demised premises and any buildings or erections thereon as required by such notice in accordance with the covenants in that behalf hereinbefore contained AND if the Lessees shall fail to comply with the requirements of such notice as aforesaid it shall be lawful for the Council (but without prejudice to the right of re-entry hereinafter contained) or the contractors agents and workmen of the Council to enter upon the demised premises to execute such works as may be necessary to comply with the same AND in the event of the Council so entering the demised premises and carrying out such works the Lessees shall pay to the Council the cost and expenses of executing such works on demand as liquidated damage and such sums shall be recoverable forthwith by action or by distress

as if such moneys formed part of the rents payable hereunder _____

12. That the Lessees will at the expiration or sooner determination of the said term quietly yield up the demised premises to the Council in such good and tenantable repair and condition as aforesaid together with all fixtures of every kind in or upon the demised premises or which during the said term may be affixed or fastened to or upon the same (except tenant's or trade fixtures but together with the keys) _____
13. Not at any time during the said term to make any additions alterations or improvements to the demised premises _____
14. Not to exhibit on the exterior of the walls or roofs of the demised premises or of any building or structure thereon any electric or illuminated sign signboard or hanging sign fascia advertisement placard skysign or lettering except such as may previously have been approved by the Council and in default the Council may enter and remove the same at the Lessees' cost as if the same were an unauthorised new building _____
15. To permit the Council and the lessees or occupiers of adjoining property belonging to the Council if authorised in writing by the Council and its officers servants agents contractors licensees and workmen at all reasonable times to enter upon the demised premises with all necessary appliance _____
 - (a) to execute repairs alterations painting redecoration or other works to any adjoining or neighbouring

property which cannot otherwise be conveniently effected_____

(b) for the purpose of repairing cleansing emptying or maintaining any sewers drains gutters waterpipes electric wires or gas pipes in or under the demised premises in connecting with or for the accommodation of any adjoining or neighbouring property_____

(c) and for all reasonable purposes in connection with the development of adjoining sites which cannot otherwise be conveniently effected the person or persons exercising such rights doing as little damage as may be to the demised premises and making good any damage thereby occasioned without unreasonable delay at the expense of the Council or such person or persons as the case may be_____

16. Not to use the demised premises (except the Club House) for any purpose other than for the berthing and storage of dinghies similar boats trailers and boating equipment belonging to members of the Ribble Cruising Club and not to use the Club House for any purpose other than as a Headquarters for the said Club and for the conduct of the duly authorised social activities thereof

17. Not to allow the demised premises to be used for the sale of consumption of beer wine cider spirits or other intoxicating liquors Provided always that this clause shall not prohibit the sale or consumption of beer wine cider spirits or other intoxicating liquors within the Club House to bona fide members of the Ribble Cruising Club and their guests_____

18. Not to use the demised premises for any illegal or immoral purpose trade or business_____
19. Not to bring or store upon the demised premises any articles of a specially combustible inflammable or dangerous nature nor to bring store or operate therein any machinery article matter or thing or do or permit or suffer to be done anything in or upon the demised premises which may be or become a nuisance or annoyance to the Council or to any owner or occupier of adjoining or neighbouring premises and in particular not to hold or suffer or permit to be held any sale by auction or sale of a similar nature not to use cause or permit to be used any loudspeakers or other similar apparatus upon the demised premises_____
20. Not to use or suffer or permit the use of the demised premises or any part thereof as or for the purpose of a dwellinghouse nor to suffer or permit any person to sleep thereon_____
21. In all respects to comply with the provisions of all statutes and any other obligations imposed by law in regard to the use of the demised premises by the Lessees
22. Not knowingly to permit or suffer trespass by any persons from time to time upon the demised premises on any adjoining property of the Council_____
23. To give immediate notice thereof to the Council of any notice or claim affecting the demised premises and to pay all costs charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Council for the purpose of or incidental to the

preparation and service of a notice under Section 146 of the Law of Property Act 1925 as amended requiring the Lessees to remedy a breach of any of the covenants herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court_____

24. Not to assign underlet or part with the possession of the demised premises or any part thereof_____

25. That the Lessees will permit the Council at any time during the said term to execute works and make erections upon or to erect rebuild or alter any buildings or erections on the land of the Council or its successors in title adjoining or near to the demised premises and to use and develop its adjoining or neighbouring lands in such manner as it may think fit notwithstanding that the access of light or air for the time being appertaining to or enjoyed with the demised premises or any part thereof or any building for the time being thereon may thereby be interfered with_____

26. That the Lessee will keep the demised premises in a clean and tidy condition free from noxious weeds deposits of materials or refuse and will not bring or keep or suffer to be brought or kept upon any land as aforesaid anything which is or may become in the opinion of the Council untidy uncleanly unsightly or in any way detrimental to the amenity of the area and will within one month comply with the requirements of any written notice to restore the amenity as aforesaid and in the event of the Lessees failing to comply with such notice

the Council shall be entitled to enter upon the demises premises and carry out any works necessary to comply with such notice and to recover the cost thereof from the Lessees _____

27. To indemnify and keep indemnified the Council against all claims demands proceedings costs damages charges and expenses (except claims demands proceedings costs damages charges and expenses caused by the failure of the Council to observe and perform its covenants under this Lease) for injuries or damage to any person or property whatsoever which may be made or brought against the Council by reason of the flooding of the demised premises or the grant of this Lease or the occupation by the Lessees of the demised premises or the use thereof by the Lessees _____

3. THE Council hereby covenants with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants on their part herein contained shall peaceably hold and enjoy the demised premises without any interruption by the Council or any person rightfully claiming through under or in trust for the Council _____

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED
that:-

1) If the demised premises shall be destroyed or so damaged (unless such destruction or damage is caused by the act default or neglect of the Lessees their servants licencees or agents) that the demised premises become wholly or partially unfit for

occupation by the Lessees then and so often as the same shall happen the rent hereby reserved or a proportionate part thereof shall cease to be payable from the time of such destruction or damage until the demised premises shall be reinstated in their former condition_____

- 2) If the demised premises shall be destroyed or so damaged that the demised premises become wholly or partially unfit for occupation by the Lessees the Council may at any time within twelve months from the occurrence of such destruction or damage give to the Lessees notice in writing to determine this Lease or (provided that the demised premises have not been rendered wholly or partially unfit for occupation as aforesaid by the act default or neglect of the Lessees) the Lessees may by a similar notice in writing to the Council similarly determine this Lease and in either such case thereupon the same and everything herein contained shall cease and be void as from the date of the occurrence of such damage or destruction but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant and of the Council in respect of the rent hereby reserved until such date_____
- 3) Without prejudice to the other provisions of this lease if the Lessees shall desire to determine the term hereby granted at any time after the expiration of the first five years thereof and shall give to

the Council twelve months previous notice in writing of such their desire (such notice not to be given until after the expiration of the said period of five years) and if the Lessees shall up to the time of such determination pay the rent and perform and observe the covenants on their part hereinbefore reserved and contained then immediately upon the expiration of the said notice the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant_____

- 4) Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Council if the rent reserved or any part thereof shall be unpaid for 21 days after becoming payable (whether legally demanded or not) or if any covenant on the Lessees' part herein demanded or not) or if any covenant on the Lessees' part herein contained shall not be performed or observed or being an individual or being more than one individual any one of them shall become bankrupt insolvent or enter into any composition with their creditors then and in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy

of the Council in respect of any breach non-observance or non-performance of any of the Lessee's covenants herein contained_____

- 5) If any part of the said rent shall be in arrear for twenty one days whether legally demanded or not it shall be lawful for the Council into and upon the demised premises or any part thereof to enter and distrain and the distress or distresses there found to dispose of in due course of law and to apply the proceeds thereof in or towards payment of rent in arrear and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Council to distrain upon the demised premises for rent in arrear shall extend to and include any tenants' fixtures or fittings not otherwise by law distrainable which may from time to time be thereon and be without prejudice to all the rights and remedies available_____
- 6) Any dispute arising as between the Lessees and the Council's tenants or occupiers of adjoining or neighbouring property belonging to the Council as to any easement right or privilege in connection with the use of the demised premises and the adjoining or neighbouring property or as to the walls separating the demised premises from the adjoining property or as to the amount of any contribution towards the expenses of works to services used in common with any other property shall be decided by the Council's Chief Technical Officer whose decision shall be

binding upon all parties to the dispute_____

- 7) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the user or development of any land or buildings not comprised in this Lease or give the Lessees the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any lessee or tenant of the Council in respect of property not comprised in this Lease or to prevent or restrict in any way the development of any land not comprised in this Lease_____
- 8) Any notice decision direction determination approval authority permission or consent to be given by the Council under this lease shall be valid and effectual if signed by the Clerk and Chief Executive Officer for the time being of the Council (except where otherwise in this Lease specifically provided) and shall be deemed to have been validly served on or conveyed to the Lessees if sent by prepaid registered post to the Lessees at their address or addresses specified herein or such other address or addresses as the Lessee may from time to time notify in writing to the said Clerk and Chief Executive Officer_____
- 9) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the rights

powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if they were not the owners of the demised premises and as if this Lease had not been executed by the Council_____

- 10) In all other cases of dispute or difference arising out of or touching upon the rights duties or liabilities of the parties under this Lease the dispute shall be referred to the determination of a single arbitrator to be agreed upon by the parties or failing agreement to a person nominated by the President of the Law Society in manner provided by the Arbitration Act 1950 or any statutory modification or re-enactment thereof_____

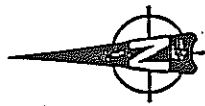
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Lessees have hereunto set their respective hands and seals the day and year first before written_____

THE SCHEDULE BEFORE REFERRED TO

PART 1 - DESCRIPTION OF PROPERTY LEASED

All that plot of land situate at Central Beach Lytham comprising of approximately 1050 square metres or thereabouts and shown edged red in the attached plan together with the Club House Starting Box Dinghy Parking Spaces and Ramp Steps and Walkways erected thereon including the wall forming the Southern boundary thereof and the wall on the Northern boundary

PLAN REFERRED TO,



PROMENADE

LIFEBOAT
STATION

RIBBLE C.C.

HIGH WATER MARK OF MEDIUM TIDES

SCALE 1:500

DRG. NO. D.P. 1269

Ribble Cruising Club, Central Beach, Lytham.

AREA COLOURED RED 1050m² OR THEREABOUTS.

EASEMENTS AND RIGHTS GRANTED - PART 2

(1) TOGETHER ALSO with the right to retain such part of the Club House as is coloured green on the plan annexed hereto in the position indicated thereon above the adjoining land of the Council

(2) TOGETHER ALSO (in common with all others having a like right) (with the rights of passage and running of water and soil gas electricity and other services from and to the demised premises through such of the sewers drains conduits gutters and pipes serving the demised premises as are now or may hereafter during the term be situate in or under any land belonging to the Council and adjoining or near to the demised premises _____

(3) TOGETHER with the right for the Lessees with their servants agents contractors and workmen so far as may be necessary at all reasonable times to enter on any adjoining or neighbouring land of the Council for the purpose of repairing cleansing maintaining and amending such sewers drains conduits gutters and pipes and the other parts of the demised premises the Lessees doing as little damage as possible and making good all damage occasioned by the exercise of such right and it is hereby expressly agreed that the demised premises include (by definition) that part of the Club House coloured green on the plan annexed hereto

PART 3 - GENERAL EXCEPTIONS AND RESERVATIONS

ADVERSE EASEMENTS

(1) All mines and minerals (provided that the Council shall not be entitled in any way to diminish the right of support which the demised premises at present enjoy) _____

(2) The free and uninterrupted passage and running of water and soil gas electricity telephone or other service or supply from and to other buildings lands and properties of the Council its tenants and persons authorised as aforesaid through the sewers drains mains pipes cables wires channels gutters and conduits which now are or may hereafter during the term be in upon over or under the demised premises

(3) The full right and liberty to enter upon the demised premises at any time during the demise hereby granted for the purpose of connecting laying repairing cleansing maintaining replacing relaying or altering any such sewers drains mains pipes cables wires channels gutters or conduits and to erect construct or lay in under over or across the demised premises any sewers drains mains pipes cables poles structures fixtures or other works for the drainage of or for the supply of water gas electricity telephone heating steam or other service to other property of the Council its tenants or persons authorised as aforesaid the persons exercising such right making good all damage occasioned by the exercise of the said right in all respects _____

(4) The full right and liberty to enter upon the demised premises at any time during the demise hereby granted in order to build on or into any boundary walls forming part of the demised premises the person or persons exercising such rights making good all damage thereby occasioned _____

(5) (i) Full right and liberty at any time hereafter or from time to time to execute works repairs and maintenance and make erections upon or to erect rebuild or alter any buildings or erections on the

land of the Council adjoining or near to the demised premises in accordance with Clause 2(15) and the other provisions hereof and notwithstanding that the access of light and air for the time being appertaining to or enjoyed with the demised premises or any part thereof or any building for the time being thereon may thereby be interfered with _____

(ii) Full right and liberty at all reasonable times to enter upon the demised premises to view the state and condition of and to repair and maintain adjoining premises or adjoining roadways in accordance with the provisions herein contained and the works upon which shall not otherwise be reasonably practicable making good any damage to the Lessees thereby occasioned in all respects provided as aforesaid _____

(6) All rights of light and air and all other easements or rights which may interfere with the full user of the said adjoining or neighbouring lands buildings and properties for buildings and development generally _____

(7) And the demised premises are held subject to all rights of light and air and all other easements or rights (if any) now enjoyed by the adjoining or neighbouring lands buildings and properties over the demised premises _____

PART 4 - RENT REVIEW

THE first reviewed rent the second reviewed rent the third reviewed rent the fourth reviewed rent the fifth reviewed rent and the sixth reviewed rent (payable by

the Lessee during the review periods as hereinbefore provided) shall be determined in manner following that is to say the first reviewed rent shall be whichever shall be the higher of the first reserved rent and the ground rent rental value of the demised premises for the first review period the second reviewed rent the third reviewed rent the fourth reviewed rent the fifth reviewed rent and the sixth reviewed rent shall be whichever shall be the higher of the first reviewed rent and the ground rent rental value of the demised premises for the second review period third review period fourth review period fifth review period and sixth review period

PROVIDED that it is hereby agreed as follows:

(1) The said open market rental value shall be determined as follows:

- (a) it shall be such sum as shall be reasonably specified in a notice in writing by the Council to the Lessee served any time between six and twelve months before the beginning of the said review periods
- (b) as shall within three months after such notice be agreed between the parties in writing in substitution for the said sum or
- (c) it shall be determined at the election of the Lessee by counter-notice in writing to the Council served not later than three months after the Council's said notice (time to be of the essence hereof) by an independent surveyor

appointed for that purpose by the parties jointly in writing or upon their failure to agree upon such appointment within one month after the date of the said counter-notice then by an independent surveyor appointed for that purpose by the President for the time being of the Royal Institution of Chartered Surveyors and every such determination shall be made in accordance (so far as not inconsistent herewith) with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and shall be subject to the further provisions of the next succeeding sub-clause hereof

(2) In the event of the determination by such independent surveyor not having been made and communicated to both parties hereto prior to the commencement of the said review periods for any reason whatever then in respect of the period of time (hereinafter called the "the said interval" beginning with the said commencement and ending on the quarter day immediately following the date on which such determination shall have been made and communicated as aforesaid the rent payable hereunder shall continue to be paid at the rate of the first reserved rent or first reviewed rent or second reviewed rent or third reviewed rent or fourth reviewed rent or fifth reviewed rent respectively PROVIDED THAT at the expiration of the said

interval there shall be due as additional rent payable by the Lessee to the Council on demand a sum of money equal to the amount whereby the first second third fourth fifth or sixth reviewed rent shall exceed the first reviewed rent or second reviewed rent or successive reviewed rent respectively but duly apportioned in respect of the said interval

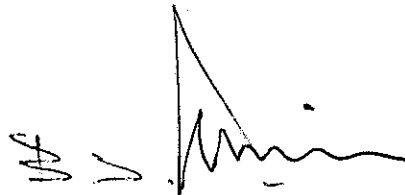
(3) Time shall not be of the essence as regards the service of notice by the Council under part 4 of the Schedule and if for any reason whatsoever the Council fails to give notice under relevant paragraphs before the expiration of the time therein specified but gives such a notice at any time thereafter but within one year of the commencement of the said review periods the foregoing provisions of this Clause shall have effect for the purposes of determining the open market rental for the said review periods as if the said paragraph (a) required the notice to be served by the Council at the time when it was in fact served and paragraphs (b) and (c) of sub-clause (1) of this clause shall be applied accordingly and if the determination of the ground rent rental value by an independent surveyor under paragraph (c) of this sub-clause is made after the commencement of the review period it shall be made on the basis of values prevailing at the commencement of that period and not those prevailing at the time of determination

THE COMMON SEAL of)

FYLDE BOROUGH COUNCIL)

was hereunto affixed in)

the presence of:)



Clerk and Chief Executive Officer

SIGNED SEALED AND DELIVERED)

by the said RICHARD FRIEDENTHAL)

in the presence of:)

R. Friedenthal

R. Fletcher

FLETCHERS - BRITWELL SALOME -

WATLINGTON OXFORDSHIRE.

Retired Textile Company Director.

SIGNED SEALED AND DELIVERED)

by the said THOMAS GLEDHILL)

HOWARD BLASSON
in the presence of:)

Thomas G. Gledhill

M H Spur

Seldon Bean

SOUTH HARTON ST. LYTHAM.

CO DIRECTOR.

SIGNED SEALED AND DELIVERED)
by the said HOWARD BLASSON)
in the presence of:)

SIGNED SEALED AND DELIVERED)
by the said DAVID TOWNLEY)
HODGSON in the presence of:)

D Hodgson.

J. M. Jackson
32 Dudley Avenue
Blackpool
Solicitor's Clerk

SIGNED SEALED AND DELIVERED)
by the said GEORGE ROLAND)
AUSTIN in the presence of:)

G. R. Austin.

E. S. J. Hodgson
13, Seafield Rd,
Lytham

LE8AAI