

DATED

1994

THE TRUSTEES OF THE STAVELEY RELIEF IN NEED CHARITY

to

THE TRUSTEES OF THE STAVELEY & COPGROVE
JUBILEE RECREATION FIELD COMMITTEE

Counterpart/

LEASE

of Field O.S. 7653 at Staveley Knaresborough

North Yorkshire

FABERS
Solicitors
41 East Parade
Harrogate HG1 5LQ

T H I S LEASE made the

day of

1994 BETWEEN

THE REVEREND PETER GARNER of The Rectory Staveley Knaresborough North

Yorkshire GEORGE KENNETH BARKER of Wayside Staveley aforesaid and ROBIN

ADRIAN BARKER of Park View Cottage Main Street Staveley aforesaid

the Trustees of the Staveley Relief in Need Charity (hereinafter called

"the Landlord" which expression shall except where the context otherwise

requires include the trustees for the time being of the said charity) of

the one part and JACK GOOCH of Halesfield Main Street Staveley aforesaid

and BRIAN WOOD of The Bungalow Minskip Road Staveley aforesaid the

Trustees of the Staveley and Copgrove Jubilee Recreation Field Committee

(hereinafter called "the Tenant" which expression shall except where the

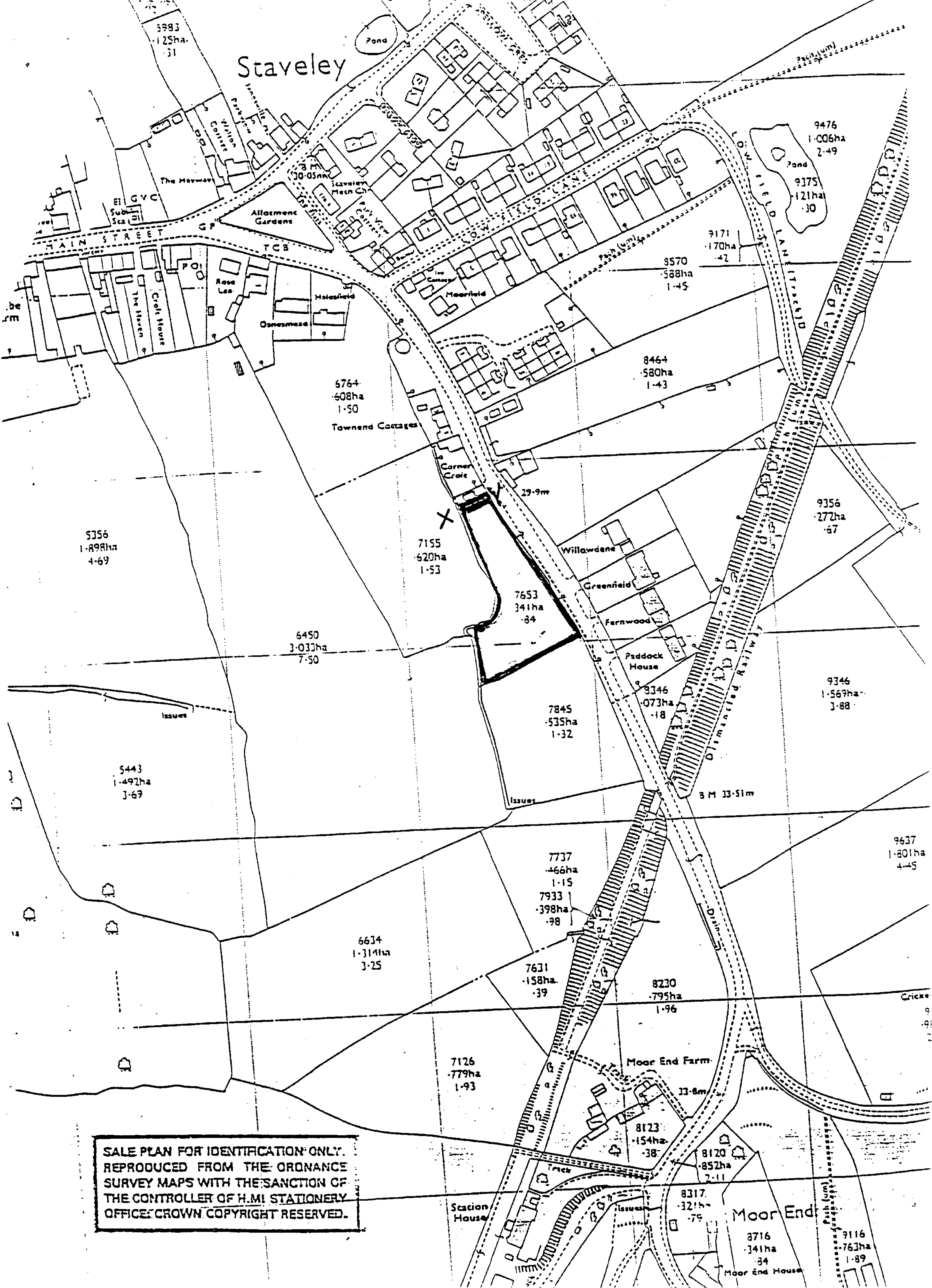
context otherwise requires include the trustees for the time being of the

said Committee) of the other part

WITNESSETH as follows:

1. IN CONSIDERATION of the rent payment and other covenants hereinafter reserved and contained and on the part of the Tenant to be paid and observed and performed the Landlord hereby demises unto the Tenant ALL THAT field being Number 7653 on the Ordnance Survey map for the parish of Staveley near Knaresborough North Yorkshire and containing 0.84 acres or thereabouts and for the purpose of identification only shown edged red on the plan annexed hereto "the demised premises") TO HOLD the same UNTO the Tenant for the term of 10 years from 1994 yielding and paying therefor to the Landlord the yearly rent of £70 subject to review as mentioned in Clause 5 hereof such rent to be payable yearly in advance on the day of in each year the first of such payments or a due proportion or part thereof to be paid on the execution hereof

Staveley



SALE PLAN FOR IDENTIFICATION ONLY.
 REPRODUCED FROM THE ORDNANCE
 SURVEY MAPS WITH THE SANCTION OF
 THE CONTROLLER OF H.M. STATIONERY
 OFFICE. CROWN COPYRIGHT RESERVED.

2. THE TENANT hereby covenants with the Landlord:-

- (1) During the continuance of the term hereby granted to pay the yearly rent and any increased rent which may under clause 5 hereof become payable at the times and in the manner at and in which the same is hereinbefore reserved and made payable without any deduction
- (2) (a) from time time and at all times during the term hereby granted to pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary local or of any other description) which are now or may at any time hereafter be assessed charged or imposed or payable by or upon the demised premises or the owner or occupier thereof
(b) to pay for all services (if any) consumed on the demised premises (including all standing charges) and to observe and perform at the Tenant's expense all present and future regulations and requirements of the statutory supply authorities and to keep the Landlord indemnified against any non-payment breach non-observance or non-performance thereof
(c) to pay on demand a proper proportion (to be conclusively determined by the Landlord's surveyor) of the cost of repairing maintaining cleansing and renewing:-

(i) all pipes sewers drains watercourses channels wires cables and other conducting media (hereinafter collectively called "conduits") and

(ii) all party walls fences gutters and other things belonging to and which shall be used in common with any adjoining or neighbouring property

- (4) (a) Not to erect any buildings on the demised premises nor to place thereon any concrete or tarmac or other similar permanent covering nor to place any structure or thing over or upon the sewage main the position of which is shown by a brown line between the points marked "X" and "Y" on the plan annexed hereto or upon or over the 6 metre wide strip of land within which the said main is constructed
- (b) Subject to the provisions of sub-clause (a) of this clause not without the previous consent in writing of the Landlord to place any structure or thing on the demised premises provided that such consent shall not be unreasonably withheld in the case of any structure adapted for and usually used for the purposes of a recreational area and playground
- (c) To maintain and keep any structures or things placed on the demised premises pursuant to sub-clause (b) of this clause in good repair and in a safe and satisfactory condition
- (d) At the expiry or sooner determination of the term hereby granted unless otherwise requested in writing by the Landlord to pull down and remove all structures and things erected on the demised premises pursuant to sub-clause (b) of this clause in a workmanlike manner so as not to cause any damage to the demised premises and forthwith after such removal to restore the demised premises to its present condition and to sow all parts of the surface of the demised premises from which the turf has been removed or on which the turf has been injured with grass seed of good quality and to make adequate compensation to the Landlord for all damage caused by the removal of such structures and

- things and generally to restore the demised premises to agricultural grassland and in a state fit to be used as such
- (5) To insure all structures and things brought on to the demised premises by the Tenant with the consent of the Landlord pursuant to the preceding clause of this lease in the full reinstatement value thereof against loss or damage by fire and such other risks (if any) as the Landlord shall from time to time think desirable or expedient and to insure against all liability in respect of any damage injury or loss which may be suffered by any persons resorting to the demised premises or in connection with the use thereof as a recreational area and playground in a sum to be approved in writing by the Landlord and to produce to the Landlord on demand the policy or policies of such insurance and the receipt or receipts for the current premium or premiums
- (6) To permit Persimmon Homes (Yorkshire) Limited or their successors in title and their respective servants and agents and any persons by them respectively authorised to enter upon the demised premises for the purpose of exercising the rights granted to the said Persimmon Homes (Yorkshire) Limited by a Deed of Grant dated the 14th day of January 1991 and made between the said George Kenneth Barker Joan Mary Ravilious and the Reverend Peter Dunbar of the one part and the said Persimmon Homes (Yorkshire) Limited of the other part
- (7) Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a recreational area and playground and not to make any charge to persons resorting to the demised premises for the enjoyment of the said recreational area and playground

(8) Not without the previous consent in writing of the Landlord to affix or display or suffer to be affixed or displayed to or upon the demised premises any aerial sign advertisement placard notice or other notification whatsoever

(9) Not to use the demised premises for an agricultural holding within the meaning of the Agricultural Holdings Act 1986 or any act amending or replacing the same nor to carry on any trade or business or other activity with a view to profit on the demised premises nor to hold or permit to be held any sale by auction on the demised premises or any part thereof nor to permit any person to reside on the demised premises nor to permit the same to be used for sleeping nor to use or permit the demised premises or any part thereof to be used for any illegal or immoral purpose or for any purpose liable to cause nuisance damage annoyance or inconvenience to the Landlord or the occupiers for the time being of any adjoining or neighbouring premises nor to do on the demised premises any act or thing which shall or may become such a nuisance damage annoyance or inconvenience as aforesaid and to pay to the Landlord all costs charges and expenses which may be incurred by the Landlord in abating any nuisance private or public on or arising from the demised premises including any statutory nuisance abated by the Landlord in compliance with a notice served by a local or public authority

(10) Within seven days of the receipt of notice of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order made given or issued to the Tenant by any government department or local or public authority under or by virtue of any statutory power and if so required by the Landlord to

produce such permission notice or order or proposal for a notice or order to the Landlord AND ALSO without delay to take all reasonable and necessary steps to comply with any such notice or order AND ALSO at the request and cost of the Landlord to make or join with the Landlord in making objections to or representations against or in respect of any such notice order or proposal as aforesaid as the Landlord shall deem expedient

(11) At the Tenant's cost to comply in all respects with and do anything required under all Acts of Parliament both present and future and any orders rules or regulations made or to be made thereunder by any competent person or body so far as they may in any respect affect the demised premises or any part thereof or the user thereof and to execute any works and do anything required to be executed or done thereunder by any competent person or body and to indemnify the Landlord against all liability and expense whatsoever arising out of or in connection with such Act of Parliament order rule or regulation or of or incidental to the execution of such work or thing

(12) (a) At all times during the said term to comply in all respects with the provisions and requirements of the Planning Acts (by which expression it is intended to designate the Town and Country Planning Act 1971 and any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention thereof or otherwise in connection therewith
(b) To obtain at the expense in all respects of the Tenant all planning permissions and serve all such notices as may be required

in connection with any operations on or change of use of the demised premises provided that no application for planning permission shall be made without the previous written consent of the Landlord and provided further that nothing contained in this sub-clause shall entitle the Tenant to dispense with any consent of the Landlord which may be required under any other provision of this Lease

(13) Not to assign charge underlet nor part with the possession of the whole or any part of the demised premises nor to share the occupation of the demised premises or any part thereof with any other person firm or company

(14) That no water trade effluent or other damaging substance shall be allowed to escape or percolate from the demised premises to any adjoining property or to any conduits so as to damage the same and to make good or pay compensation for any damage (whether to buildings conduits or chattels) caused by any breach of this covenant

(15) Not to permit any encroachment or easement to be made into against or upon the demised premises which might be or grow to the damage or annoyance or inconvenience of the Landlord and in case any such encroachment or easement shall be made or attempted to be made the Tenant will give immediate notice thereof to the Landlord and will at the request and cost of the Landlord adopt such means as may reasonably be required or deemed proper for preventing any such encroachment or the acquisition of any such easement

(16) To permit the Landlord and all persons authorised by the Landlord:-

(a) at all times during the said term to enter upon the demised premises for the purpose of establishing that the covenants on the part

of the Tenant herein contained are being observed and performed and to give to the Tenant notice in writing of any breaches of covenant affecting the demised premises and the Tenant will within the period of 28 days after such notice or sooner if possible remedy any such breaches as are capable of remedy and in case the Tenant shall make default in so doing it shall be lawful for the Landlord (but without prejudice to the right of re-entry hereinafter contained to enter into and upon the demised premises for the purpose of remedying such breaches and the expense thereof shall be repaid to the Landlord upon demand and the Landlord shall have the same remedy for the recovery thereof as the Landlord would or might have for rent in arrear

(b) at any time within six months before the expiration or sooner determination of the said term to enter upon the demised premises and to fix and retain without interference upon any suitable part or parts thereof one or more notice boards for reletting or selling the same and to permit all persons authorised in writing by the Landlord or the Landlord's agents to view the demised premises at all convenient hours of the daytime without interruption

(17) At the expiration or earlier determination of the said term to yield up to the Landlord the demised premises duly maintained and kept in accordance with the covenants in that behalf hereinbefore contained

(18) To pay to the Landlord on demand all costs charges and expenses (including legal costs and Surveyor's fees and other professional fees) together with VAT or any equivalent tax thereon which may be incurred by the Landlord:

(a) in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that

forfeiture is avoided otherwise than by relief granted by the Court

(b) in connection with the preparation and service of any notice served under or pursuant to this Lease relating to the repair or condition of the demised premises whether during or after the end or sooner determination of the said term

(c) in connection with any application by the Tenant for any licence or consent required under the terms of this Lease whether or not the same shall be granted or the application withdrawn

(d) in or in contemplation of claiming or recovering any arrears of rent or in connection with any breach by the Tenant of any of its obligations hereunder whether or not the Landlord shall prove such matters by proceedings in the Court

(19) Without prejudice to any other provision hereof to pay any Value Added Tax or tax of a similar nature which shall be payable by the Tenant during the term hereby granted or shall be payable on any sum expended or incurred by the Landlord and recoverable from the Tenant hereunder and to indemnify the Landlord from and against all claims and demands in respect thereof

(20) To be responsible for and to indemnify the Landlord against all damage occasioned to the demised premises or any adjacent or neighbouring premises or to any person and to indemnify the Landlord against all actions claims proceedings costs expenses and demands made against the Landlord as a result of any act omission or negligence of the Tenant or the servants agents or visitors of the Tenant and any breach or non-observance by the Tenant of the Tenant's covenants and other terms hereof

3. THE LANDLORD hereby covenants with the Tenant that the Tenant paying the rent hereby reserved and performing and observing the several covenants 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 demised premises during the said term without any lawful interruption or disturbance by the Landlord or any person rightfully claiming through or under it

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

(1) That if the rents hereby reserved or any part thereof shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed or the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of its undertaking or (in either case) shall enter into an arrangement or composition for the benefit of its creditors or suffer any distress or execution to be levied on its goods then and in any such case it shall be lawful for the Landlord or any person duly authorised by it at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the said term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained

(2) Section 196 of the Law of Property Act 1925 shall apply to all notices which may require to be served under the terms of this Lease

(3) Where the Tenant consists of two or more persons the covenants on

the part of the Tenant herein contained shall be deemed to be joint and several covenants by those persons

5. (1) In this Lease the expression "review date" means the day of in the year 1997 and in every third year thereafter and "review period" means the period starting with any review date up to the next review date or starting with the last review date up to the end of the term hereof

(2) The yearly rent shall be:-

(a) Until the first review date the rent of £70 and

(b) During each successive review period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater

(3) Such revised rent for any review period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant review date by an arbitrator such arbitrator to be nominated in the absence of agreement by or on behalf of the President for the time being of the Harrogate and District Law Society on the application of the Landlord or the Tenant made not earlier than six months before the relevant review date but not later than the end of the relevant review period and so that in the case of such arbitration the revised rent to be awarded by the arbitrator shall be such as he shall decide is the yearly rent at which the demised premises might reasonably be expected to be let at the relevant review date:-

(A) On the following assumptions at that date:-

(1) That the demised premises:-

(a) are available to let on the open market without a fine or premium with vacant possession by a willing Landlord to a

willing Tenant for the residue then unexpired of the term of this Lease

(b) are to be let as a whole subject to the terms of this Lease (other than the amount of the rent hereby reserved but including the provisions for review of that rent)

(c) are fit and available for immediate occupation

(d) are used for the purposes of grazing only

(ii) That the covenants herein contained on the part of the Tenant have been fully performed and observed

(iii) That no work has been carried out to the demised premises which has diminished the rental value and that in case the demised premises have been destroyed or damaged they have been fully restored

(B) But disregarding:-

(1) Any effect on rent of the fact that the Tenant its sub-tenants or their respective predecessors in title have been in occupation of the demised premises

(ii) Any increase in rental value of the demised premises attributable to the existence at the relevant review date of any improvement to the demised premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or to its predecessors in title (except obligations requiring compliance with statutes or directions of local authorities or other bodies exercising powers under statute or Royal Charter) by the Tenant its sub-tenants or their respective predecessors in title during the said term or during any period of occupation prior thereto arising out of an agreement to grant such term

(4) It is hereby further provided in relation to the ascertainment and payment of revised rent as follows:-

(A) The arbitration shall be conducted in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force with the further provision that if the arbitrator nominated pursuant to clause 3 hereof shall die or decline to act the President for the time being of the Harrogate and District Law Society or the person acting on his behalf may on the application of either the Landlord or the Tenant by writing discharge the arbitrator and appoint another in his place

(B) When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord or the Tenant and annexed to this Lease and the counterpart thereof and the Landlord and the Tenant shall bear their own costs in respect thereof

(C) (1) If the revised rent payable on and from any review date has not been agreed by that review date rent shall continue to be payable at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent and the revised rent payable up to and on the preceding annual rent payment day

(11) For the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the Landlord and the Tenant or as the case may be the date of the award of the arbitrator

(D) If either the Landlord or the Tenant shall fail to pay any costs

awarded against it in an arbitration under the provisions hereof within 21 days of the same being demanded by the arbitrator the other shall be entitled to pay the same and the amount so paid shall be repaid by the party chargeable on demand

6. PROVIDED ALWAYS that if the Landlord shall at any time during the term hereby granted desire to determine the same and shall give to the Tenant one year's previous notice in writing of such desire which notice may for the avoidance of doubt be given at any time then immediately on the expiration of such notice the term hereby granted shall thereupon cease but without prejudice to the remedies of either party against the other in respect of an antecedent claim or breach of covenant.

7. IT IS HEREBY DECLARED as follows:-

(1) The demised premises are held by the Landlord as the Trustees of the Staveley Relief in Need Charity which is a registered charity

(2) The said charity is not an exempt charity and the disposition does not fall within paragraphs (a) (b) or (c) of sub-section (9) of section 36 of the Charities Act 1993

(3) The demised premises are land to which the restrictions on disposition imposed by that section apply

(4) It is hereby certified by the Landlord that the Landlord has power under the trusts of the said charity to effect the disposition contained in this lease and that the landlord has complied with the provisions of section 36 of the Charities Act 1993 so far as applicable to the said charity

8. Having been authorised to do so by an order of the Harrogate County Court in matter number _____ made on the _____ day of _____ 1994 under the provisions of Section 38(4) of the Landlord and Tenant Act

1954 (as amended by section 5 of the Law of Property Act 1969) the parties hereto agree and declare that the provisions of section 24 - 28 of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy hereby created

IN WITNESS whereof the parties hereto have executed this instrument as their deed the day and year first before written

SIGNED as a Deed by the said)
PETER GARNER in the presence)
of:-)

SIGNED as a Deed by the said)
GEORGE KENNETH BARKER in the)
presence of:-)

SIGNED as a Deed by the said)
ROBIN ADRIAN BARKER in the)
presence of:-)

SIGNED as a Deed by the said)
JACK GOOCH in the presence)
of:-)

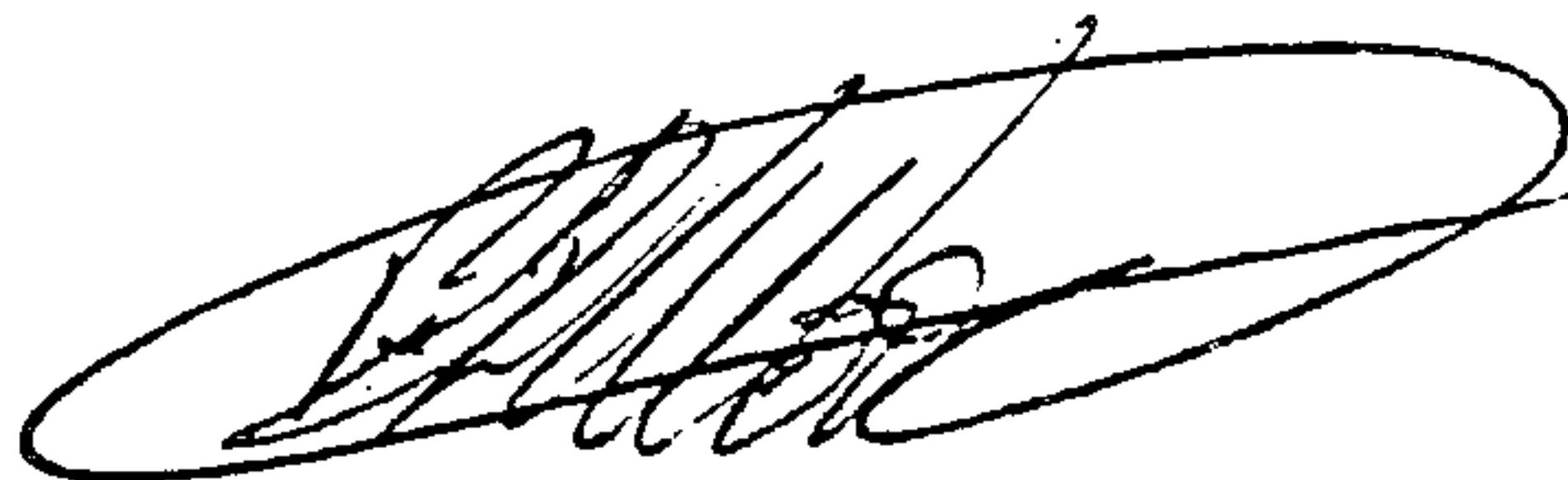
Witness
Signed Y

Witness

Co

1/10

SIGNED as a Deed by the said)
BRIAN WOOD in the presence of:-)

A stylized, cursive signature in black ink, likely belonging to Brian Wood, enclosed within a large, loopy oval shape.

James G. Wood
Solicitor
Harrington