

Dated

21st September

2004

THE TRUSTEES OF THE STAVELEY RELIEF IN NEED CHARITY (1)

THE TRUSTEES OF THE STAVELEY AND COPGROVE JUBILEE
RECREATION FIELD COMMITTEE (2)

Counterpart/

LEASE

Relating to
Field OS7653 Staveley
North Yorkshire

Fabers
41 East Parade
Harrogate
HG1 5LQ

THIS LEASE is made the

21st

day of

September

2004

BETWEEN THE REVEREND CHRISTOPHER WRAY 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 reversioner for the time being immediately expectant on the determination of the term hereby granted) of the one part and BRIAN WOOD of The Bungalow Minskip Road Staveley aforesaid and DAVID ROWLAY of Beech House Main Street Staveley aforesaid (hereinafter called "the Trustees") 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 successors and assigns of the Tenant and all persons claiming through or under the Tenant) of the one part

W H E R E A S:-

- (1) By a Lease (hereinafter called "the Previous Lease") dated the 17 day of March 1994 and made between the Reverend Peter Garner the said George Kenneth Barker and the said Robin Adrian Barker (1) Jack Gooch and the said Brian Wood (2) ALL THOSE premises more particularly described in the Previous Lease and shortly known as field number 7653 on the Ordnance Survey map for the parish of Staveley (hereinafter called the "Demised Premises") were demised to the said Jack Gooch and Brian Wood as trustees of the Staveley and Copgrove Jubilee Recreation Field Committee for the terms and at the rent stated in the Previous Lease
- (2) The Demised Premises remain vested in the Tenant
- (3) The reversion immediately expectant upon the expiry of the term granted by the Previous Lease is now vested in the Landlord
- (4) The Tenant has requested the Landlord to grant a further lease to the Tenant of the Demised Premises on the terms set out below which the Landlord has agreed to do

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and 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 THOSE the Demised Premises TO HOLD the same unto the Tenant for a term commencing on 17 March 2004 and ending on 15 March 2011 YIELDING AND PAYING therefore to the Landlord the
-

yearly rent of £75 such rent to be payable by equal yearly payments on the day and in the manner set out in the Previous Lease

2. EXCEPT as to the term of years granted and the rent hereby reserved this lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Previous Lease as if the same were set out in full in this lease with such modifications only as are necessary to make them applicable to this demise and as are set out in the Schedule hereto except that the covenants given by the Landlord and the Tenant shall be construed as if they had been given at the date of the Previous Lease

3. (a) THE Tenant hereby covenants with the Landlord to pay the said rent in the manner hereinbefore provided and to observe and perform in respect of the Demised Premises all the covenants and conditions on its part contained in the Previous Lease as modified above

(b) The Landlord covenants with the Tenant to observe and perform in respect of the Demised Premises all the covenants and conditions on its part contained in the Previous Lease as modified above

4. THE Landlord and Tenant confirm that:-

(a) The Landlord served a notice dated *21st July* 2004 on the Tenant as required by Section 38A(3)(a) of the Landlord and Tenant Act 1954 and which applies to the tenancy created by this Lease before this Lease was entered into a copy of which notice is annexed to this Lease

(b) The Landlord and the Tenant agree that the provisions of Sections 24 to 28 of the said Act are excluded in relation to the tenancy created by this Lease.

5. The liability of the Trustees in respect of any breach by the Tenant of any of its obligations under this Lease is to be limited in an amount to the realisable value of all assets that for the time being are subject to or held by the Trustees on the trusts applicable to the Tenant and nothing contained in this Lease shall entitle the Landlord to any right or remedy against the personal estate property effects or assets of either of the Trustees or against any assets for the time being vested in or otherwise in the hands of the Trustees that are not assets of the Tenant.

IN WITNESS whereof the Landlord and the Tenant have executed this instrument as their deed the day and year first above written

THE SCHEDULE ABOVE REFERRED TO

1. The following shall be deemed to be substituted for clause 5(1) of the Previous Lease: " the expression "review date" means the 17th day of March in the year 2008 and "review period" means the period starting with the review date up to the end of the term hereof".
2. In the remainder of clause 5 of the Previous Lease there shall be deemed to be substituted for the expressions "the first review date" "each successive review period" "any review period" and "the relevant review date" the expressions "the review date" "the review period" "the review period and" "the review date".
3. Clause 8 of the Previous Lease shall be deemed to be deleted.

SIGNED as a deed by the said
REVEREND CHRISTOPHER WRAY
in the presence of:

Witness

Address.....

.....

Occupation.....

SIGNED as a deed by the said
GEORGE KENNETH BARKER
in the presence of:

Witness

Address.....

.....

Occupation.....

SIGNED as a deed by the said
ROBIN ADRIAN BARKER
in the presence of:

Witness

Address.....

.....

Occupation.....

SIGNED as a deed by the said
BRIAN WOOD
in the presence of:

Witness RICHARD LEE

Address SPRING COTTAGE
LOXLEY, WARWICK

Occupation SALES MANAGER

SIGNED as a deed by the said
DAVID ROWLAY
in the presence of:

Witness NEIL MARLES

Address 9 THE RIDINGS
DOUGHRIDGE

Occupation DIRECTOR

N. Marles

LANDLORD AND TENANT ACT 1954

Form of Notice that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to Apply to a Business Tenancy

(1) Insert name and
address of tenant.

To ⁽¹⁾ Brian Wood and David Rowley the Trustees of the Staveley and Copgrove Jubilee Recreation
Field Committee

(2) Insert name and
address of landlord.

From ⁽²⁾ The Reverend Christopher Wray George Kenneth Barker and Robin Adrian Barker
the Trustees of the Staveley Relief in Need Charity

Dated this 21 day of July 2004

IMPORTANT NOTICE FOR TENANT

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.