

Duplicate

THIS LEASE is made the 17th day of November 2004

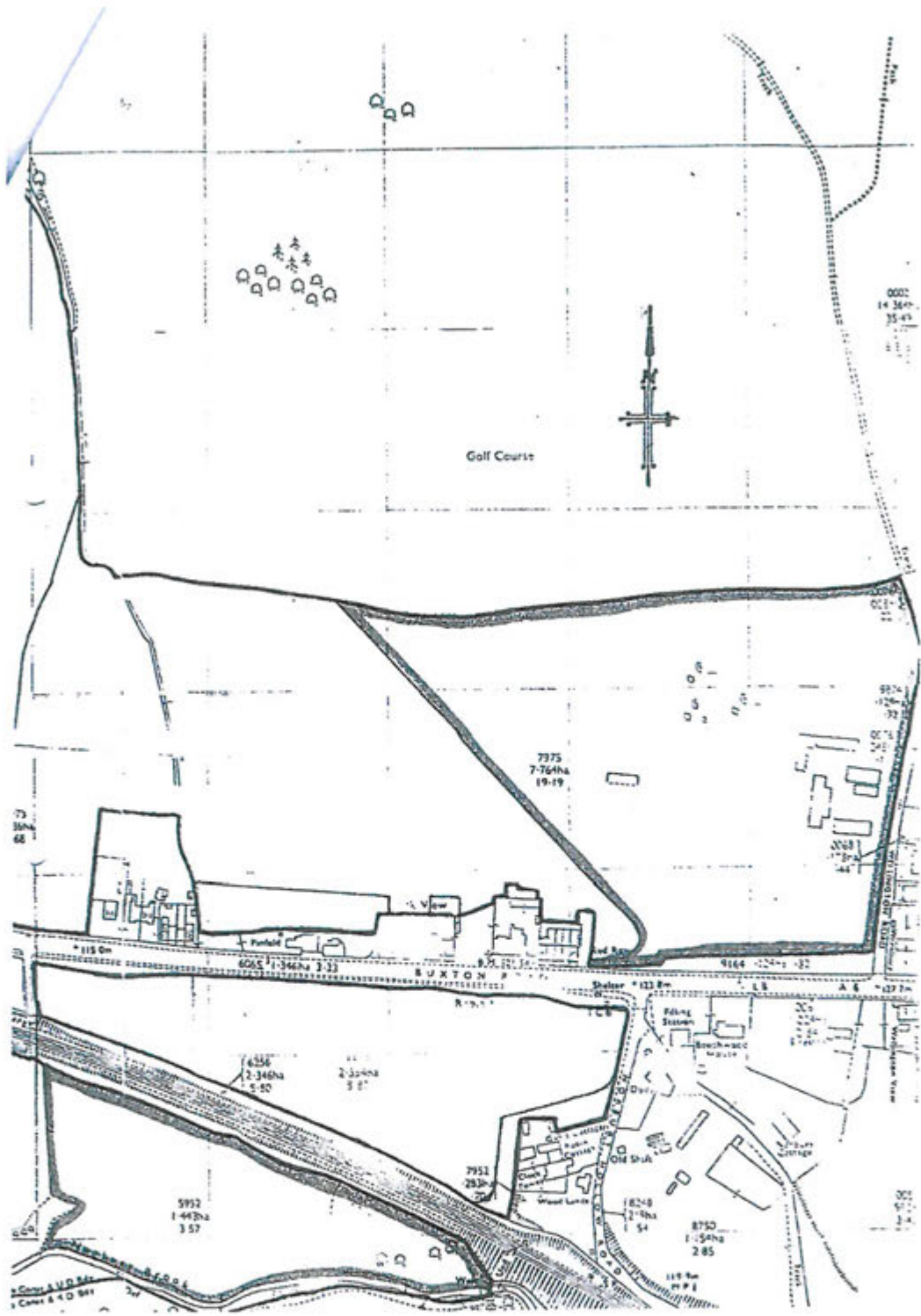
BETWEEN MICHAEL ERNEST SIMPSON of "Bollinghurst" 16 Legh Road Disley Stockport Cheshire and KATHERYN OLIVE LIVESEY of Villa la Sérénité 12 quartier Sainte Marie 06380 Sospel France (hereinafter called "the Landlord" which expression where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the term hereby created) of the one part and HELEN HARRISON of 18 Derwent Drive Handforth Wilmslow Cheshire (hereinafter called the "Tenant" which expression shall where the context so admits include her successors in title) of the other part


NOW THIS DEED WITNESSES as follows:

1. The Landlord hereby demises unto the Tenant the two parcels of land shown edged red on the plan annexed hereto (hereinafter called "the Demised Land") forming part of Mill Farm Hazel Grove Cheshire together with the building erected on part thereof **TO HOLD** the same unto the Tenant from the date hereof until the 22nd day of May 2006 yielding and paying therefor during the said term the yearly rent of **FOUR THOUSAND POUNDS (£4,000.00)** payable by monthly instalments in advance the first of such payments being a proportionate part thereof to be made on the date hereof and thereafter payments being made on the 1st day of every month

2. The Tenant hereby covenants with the Landlord as follows:

- i. To pay the said rent on the days and in the manner aforesaid
- ii. To pay or indemnify the Landlord against all outgoings and all rates and taxes payable by or charged upon the owners or occupiers of the Demised Land (except income tax in respect of the said rent)
- iii. To pay or indemnify the Landlord in respect of all liabilities and payments including legal costs and expenses incurred by the Landlord as a result of proceedings brought in respect of the welfare of livestock under the Agriculture (Miscellaneous Provisions) Act 1968 and the Welfare of Livestock Regulations 1994 or any statutory modification or re-enactment thereof for the time being in force
- iv. That the Tenant his servants or agents and any person attending or for the time being in charge of any livestock present on the Demised Land will comply with the Welfare of Livestock Regulations 1994 or any statutory modification or re-enactment thereof for the time being in force



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- v. Not to permit any trespass upon the Demised Land
 - vi. Not to allow the Demised Land to be entered upon or in any way used by cattle or sheep
 - vii. Not to assign underlet share or part with possession of the Demised Land or any part thereof
 - viii. Not to carry out any agricultural operation thereon except those expressly hereby permitted
 - ix. Not to erect any buildings or structures on any part of the Demised Land nor to construct any extensions or make any alterations to the existing building now standing on the Demised Land nor to erect any temporary structure thereon
 - x. Not to bring on to the Demised Land any caravan mobile home or other vehicle intended or converted for use as a place of residence and not to take up residence in the existing building erected on the Demised Land
 - xi. To keep the land clean and free from noxious weeds including (without prejudice to the generality of the foregoing) spear thistle creeping or field thistle nettles curled dock broad leafed dock and ragwort PROVIDED ALWAYS that the Tenant shall not be expected to keep the land in any better state or condition than as the land was at the commencement of the term as evidenced in respect of the relevant parts by the attached Schedule of Condition
 - xii. To keep repair and maintain all gates fences ditches and hedges in a good neat and tidy condition
 - xiii. To prevent any horses from straying off the Demised Land and to remove any infected or troublesome animals. To graze or mow and otherwise use the Demised Land in a good and husbandlike manner and not to cause or permit to be caused damage to the pasture
 - xiv. To keep repair and maintain the existing building now erected on the Demised Land in good and substantial repair and condition
 - xv. Not without the Landlord's previous written consent to cut down or injure any trees bushes or hedges or remove from the Demised Land any soil clay sand or other material and not to make any excavations thereon

- xvi. To maintain adequate insurance cover to meet all claims by third parties for injury damage or loss suffered on the Demised Land or in consequence of the Tenant's use or occupation of the said land and to indemnify the Landlord against all such claims
- xvii. Not to use the Demised Land or any part thereof for any purpose other than the stabling grazing and exercise of horses
- xviii. At the determination of the term hereby created peaceably to yield up to the Landlord the Demised Land with the existing building erected thereon in good and tenantable repair and condition

3. The Landlord covenants with the Tenant that the Tenant paying the rent hereby reserved and performing the several covenants on his part herein contained shall peaceably hold and enjoy the Demised Land during the term hereby created without any interruption by the Landlord or any person rightly claiming under or in trust for him

4. If any part of the rent hereby reserved shall be unpaid for fourteen days after becoming due (whether legally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be performed or observed or if the Tenant shall become bankrupt or enter into any arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant's goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter the Demised Land or any part thereof in the name of the whole and the term hereby created shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained

5. Nothing in this Lease shall be deemed to constitute any warranty by the Landlord that the Demised Land or any part thereof is authorised under any statute or regulation made thereunder for use for any specific purpose

6. The Landlord and the Tenant certify that there is no agreement for Lease to which this Lease gives effect

7. The Landlord and the Tenant hereby agree that the provisions of Section 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy created by this lease and confirm that the notice prescribed by the Regulatory Reform (Business Tenancies) (England &

Wales) Order 2003 has been served on the Tenant and the Tenant has made the declaration prescribed by the said Order

8. The Landlord and the Tenant agree that either party may refer any dispute arising under this Lease for final determination by an independent expert to be appointed by the President of the Central Association of Agricultural Valuers and the decision of such expert (including any order as to costs) shall be binding on the parties

SIGNED as a deed by the) ^{MFS} Michael S. Simpson ✓
Landlord in the presence)
of:) ^{MS} K. M. Moseley ✓
Witness Signature *Christina Carter* ✓
Witness Name CHRISTINA CARTER
Address *W. ...
High Lane
Leeds*

SIGNED as a deed by the) ~~_____~~
Tenant in the presence of) ~~_____~~
Witness Signature *M. P. Clarke*
Witness Name M. P. CLARKE
Address *1 BOWN LANE BRIDLEPATHS STC. HTS*

