

DATED

4th December

1992

D. HOLDER P. S. HOLDER and M. D.HOLDER

and

NORTHERN ELECTRIC plc

L E A S E

Relating to Substation Site

Hutton Bank, Ripon



1-15 Queen's Square
Middlesbrough
Cleveland TS2 1AL
Telephone(0642)244154
Facsimile(0642)217050

Ref: TH/15W(406h.AM)

Contract Draft Sop

SOP

Left

COUNTY & DISTRICT : North Yorkshire | Ripon

TITLE NUMBER : NYK 93032



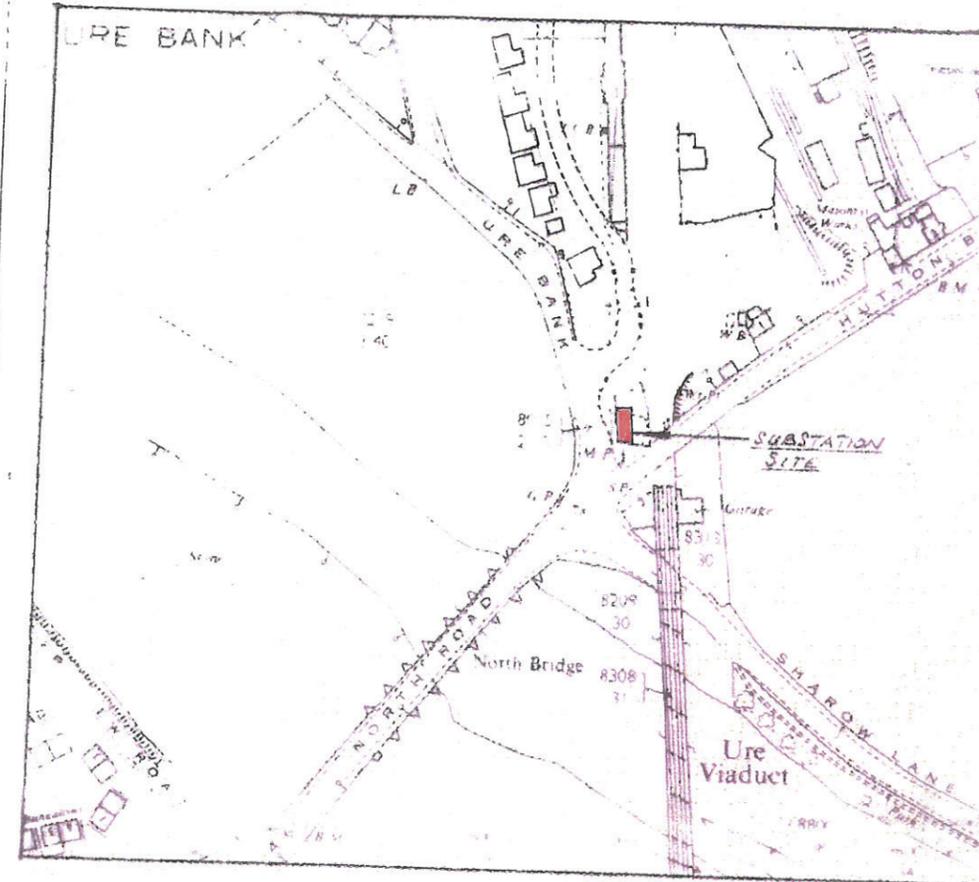
THIS LEASE is made the 4th day of December One thousand nine hundred and ninety two

BETWEEN DENNIS HOLDER and PAUL STEWART HOLDER both of Sunnyside 24 Station Road Pannal Harrogate North Yorkshire and MALCOLM DENNIS HOLDER of 8 Hill Side Road Pannal Harrogate North Yorkshire (hereinafter called "the Lessors" which expression shall where the context so admits include the persons from time to time entitled in reversion immediately expectant upon the determination of the term hereby granted) of the one part and NORTHERN ELECTRIC plc whose Registered Office is situate at Carliol House Market Street Newcastle upon Tyne NE1 6NE in the County of Tyne and Wear (hereinafter called "the Lessees" which expression where the context so admits shall include the Lessees successors and assigns) of the other part

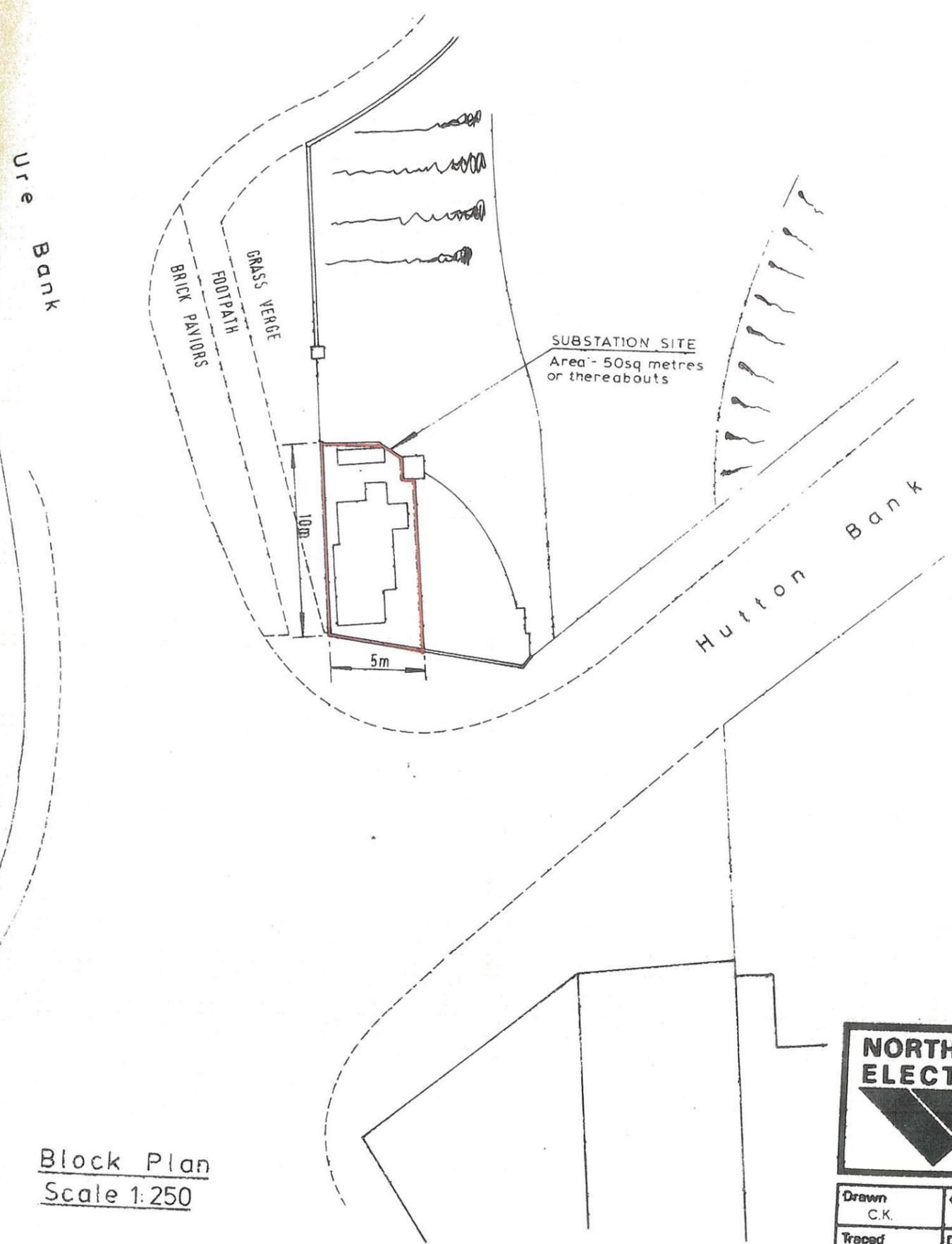
WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants on the part of the Lessees hereinafter contained AND IT IS HEREBY DECLARED as follows :-

1. The Lessors hereby demise unto the Lessees ALL THAT piece or parcel of land situate at Ure Bank Substation Hutton Bank Ripon in the County of North Yorkshire (hereinafter called "the demised premises") which said piece or parcel of land is more particularly delineated on Drawing No. 8.02.001.0771 attached hereto and thereon edged red and contains in the whole fifty square metres or thereabouts TO HOLD the same unto the Lessees for the term

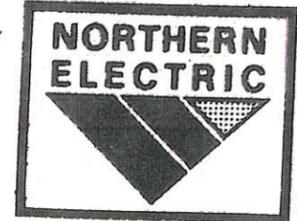
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 Cartell House, Newcastle-upon-Tyne, NE99 1SE
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Location Plan
 Scale 1:2500



Block Plan
 Scale 1:250



NORTH YORKSHIRE REGION DUNDAS STREET YORK YO1 2PQ
URE BANK SUBSTATION
 Substation site at junction of Ure Bank and
 Hutton Bank, RIPON.

Drawn C.K.	Checked	Drg No. 8 02 001 0771	Sheet No. 1
Traced	Date issued 7.1.1992		
©		Mods	Scale 1:250 1:2500

of Twenty years from the 28th day
of September 1992 and thereafter from year to year
unless or until determined on the 27th day
of September 2012 or on any subsequent 27th day
of September by either party giving to the other six
calendar months previous notice in writing to determine
the same YIELDING AND PAYING therefor the initial yearly
rent of Seventy Five Pounds and such reviewed rent as is
calculated in accordance with Clause 2 hereof by yearly
payments on the 28th day of September in every
year free from all deductions whatsoever the ~~first~~^{next} payment T/A 17
or a proportionate part thereof to be made on
the 28th day of September next

2. (a) The basic rent is to be adjusted with effect
from every fifth anniversary from the start
of the tenancy. It is increased by the
percentage rise in the Index of Retail
Prices (or statutory or other subsequent
Government replacement therefor) when the
last published index figure is compared with
the index figure for a year earlier but
shall not in any event be less than the
initial rent hereby reserved
- (b) If the basis for the calculation of the
index is changed and any method of
reconciliation between the new and the old
figures is officially published that method
is to be used for the purposes of the
comparisons under this clause.

3. The Lessees hereby covenant with the Lessors as follows :-

- (a) To pay the rent hereby reserved at the time and in manner aforesaid and to pay and discharge (in addition to the rent) all rates taxes duties assessments and charges whatsoever whether parliamentary parochial or of any other recurring description which now are or during the said term shall be imposed or charged on the demised premises or the Landlord or Tenant in respect thereof (except any rentcharge)
- (b) Not to use the demised premises otherwise than as an electricity substation for or in connection with the electricity undertaking of the Lessees
- (c) Not to assign underlet or part with the possession of the demised premises except to another company or body carrying on business of or associated with the sale or distribution of electricity
- (d) Not to cause or permit to be caused on the demised premises anything which may be or become a nuisance or annoyance or cause damage to the Lessors or other occupiers of the Lessors said property Provided Always that the proper use of the demised premises as an electricity substation as aforesaid shall not be deemed to be a nuisance within the meaning of this clause

(e) To indemnify and keep indemnified the Lessors against all actions suits costs claims demands and expenses which may be brought or made against the Lessors or which the Lessors may sustain or incur by reason of or in any way arising out of this Lease or the terms and conditions herein contained other than a claim for costs and expenses arising in connection with damage caused by the negligent or wilful act of the lessors or their servants or agents

4. The Lessees shall be at liberty to maintain and renew on the demised premises a substation or other apparatus for the purpose of supplying electrical energy and for the same purposes to lay maintain renew remove and use electric cables thereunder

5. Provided Always that if the yearly rent hereby reserved or any part thereof shall be in arrear for at least Twenty eight days next after the day whereon the same ought to be paid as aforesaid whether the same shall have been legally demanded or not or if there shall be any breach or non-observance of any of the covenants by the Lessees hereinbefore contained then and in any such case the Lessors may at any time thereafter re-enter into and upon the demised premises or any part thereof in the name of the whole and the same again possess and enjoy as of their former estate

6. The Lessors hereby further covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the part of the lessees to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Lessors

7. The Lessees shall at any time during or within six months after the end or sooner determination of the said term remove the said substation and all plant machinery (whether fixed or not) apparatus and utensils upon or in the land hereby demised doing as little damage as reasonably may be in the removal of things they are hereby empowered to remove and shall make good all damage so done and shall reinstate the surface of the land hereby demised in the same state and condition as it was at the commencement of the said term (so far as is reasonably practicable) to the reasonable satisfaction of the Lessors

IN WITNESS whereof this Deed has been duly executed by the parties hereto the day and year first before written

THE COMMON SEAL of NORTHERN)
ELECTRIC plc is affixed in the)
presence of :-)



Director



Secretary

