

2016

Government of Bermuda

TO

ARABLE LEASE

**All that land comprising
in the Islands of Bermuda**



**Estate Management,
Ministry of Public Works,
City of Hamilton**

This Lease made in duplicate this 1st day of 2016 between the **Minister responsible for Public Lands and Buildings acting for and on behalf of the Government of Bermuda** (hereinafter referred to as "**the Landlord**") of the one part and **Ltd.** (hereinafter referred to as "**the Tenant**") of the other part.

Whereas:

1. PARTICULARS

1.1 The Landlord is the the beneficial owner of the parcels of arable land situated at (in the Parish of as more particularly described in the First Schedule attached hereto and hereinafter referred to as "the Demised Premises" hereby demised.

And whereby it is agreed:

2. DEMISE

2.1 In consideration of the rent covenants and conditions hereinafter presented and contained and on the part of the Tenant to be paid observed and performed the Landlord grants the Tenant a Lease to occupy all that property comprised of the land more fully described and edged in Red on the Lease Plans and defined in the First Schedule hereinafter referred to as "the Demised Premises" which shall include all buildings and permanent structures ("Buildings") situated on or at the Demised Premises;

2.2 to hold the same unto the Tenant for a period of 5 years from **1st 2016 until 31st 2021** ("Term") yielding and paying therefore unto the Landlord the annual rent of \$,000 (dollars) payable monthly in equal instalments of \$ ("Rent") in advance, subject to ? rent free period commencing on the first day of the Term until the 1st, upon which date the first instalment of Rent shall become due and payable.

TENANT'S OBLIGATIONS

3. PAYMENTS

The Tenant is to pay the Landlord during the Term:

3.1 the Renton the days and in the manner aforesaid whether formally demanded or not;

3.2 the actually incurred cost of any works to the Demised Premises performed by the Landlord if the Tenant defaults in its obligations to perform such works under the terms of this Lease;

3.3 the costs and expenses (including professional fees) which the Landlord incurs in:

- (a) dealing with any application by the Tenant for consent or approval, whether or not it is given
- (b) preparing and serving a notice of a breach of the Tenant's obligations, under the Landlord and Tenant Act 1974 section 9 or incurred by or in contemplation of proceedings under sections 9, 13 or 20 of that Act even if forfeiture of this Lease is avoided without a court order;
- (c) preparing and serving schedules of dilapidations either during the Lease period or recording failure to give up the property in the appropriate state of repair when this Lease ends.

3.4 all periodic rates, taxes, assessments, duties, charges, and impositions that may be assessed or imposed upon the Demised Premises in connection with the Tenant's business, including any imposed after the date of this Lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due;

3.5 the cost of the grant, renewal or continuation of any licence or registration for using the Demised Premises for the use allowed, to be paid promptly to the appropriate authority when due;

3.6 if the rent or any part of it is not paid within 14 days after becoming due (whether or not formally demanded) the sum in question shall carry interest compounded at 7% for the period from the date on which it became due until the date of actual payment and that interest is to be paid by the Tenant on demand.

4. Use

The Tenant is to comply with the following requirements as to the use of the Demised Premises, and is not to authorise or allow anyone else to contravene them and if the Tenant is in breach of

these requirements the Landlord upon giving reasonable notice shall be entitled to remedy the breach and recover the cost of doing so from the Tenant:

4.1 to use the Demised Premises only for agricultural use and for the purpose of a dairy farm.

4.2 to obtain all necessary planning permission building consents and other consents for the use allowed;

4.3 not to use any part of the Demised Premises for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or the occupier of any neighbouring property;

4.4 not to display any signs or advertisements on the Demised Premises or which are visible from outside the Demised Premises unless the Landlord gives written consent (such consent not to be unreasonably withheld, delayed or conditioned);

4.5 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the Demised Premises is used, and to obtain, renew and continue any licence or registration which is required.

4.6 not to allow anything to be done which would cause erosion of the Demised Premises or lead to or promote the removal of soil from the Demised Premises for sale or any other purpose;

4.7 to keep all hedges on the Demised Premises properly cut and trimmed and all fences and gates in good repair and condition, and not to alter or restore any boundary hedge or fence whereby the size of the Demised Premises shall be rendered different from its present size;

4.8 as far as reasonably possible to carefully preserve all the timber and other trees upon the Demised Premises, and not to cut, lop, top, nail, staple or otherwise injure any of the same except trees usually topped (including particularly Brazil/Mexican Pepper trees, and Casuarinas) and lopped and such trees as shall be dangerous or likely to cause injury or damage to persons or property;

4.9 not to erect any new building or store any equipment or materials on the Demised Premises without the Lessor's consent

(such consent not to be unreasonably withheld, delayed or conditioned).

4.10 to use the Demised Premises in accordance with the rules of good husbandry;

4.11 not to allow infestation by weeds or grass;

4.12 not to damage neighbouring property as a result of using chemical sprays or burning stubble or weeds

4.13 not to keep, any animals of any kind other than cows, or other typical farm or domestic animals on the Demised Premises (unless specifically approved by the Lessor, acting reasonably).

4.14 to maintain in good repair and condition the main structure and roof of the Buildings which shall include repairing renewing painting glazing maintaining repainting and when necessary the rebuilding of the following parts of the Building namely the main structure (including the foundations and footings) the external walls and external wood and ironwork the joists the roofs canopies of the Building

5. ACCESS

The Tenant is to give the Landlord and anyone duly authorised by him with or without workmen upon giving 24 hours notice in writing, except in cases of emergency, access to the Demised Premises:

5.1 for these purposes:

- (a) inspecting the condition of the Demised Premises or how it is being used;
- (b) doing works which the Landlord is permitted to do to remedy breaches of clause 5;
- (c) complying with any statutory obligation;
- (d) viewing the property with a prospective buyer or tenant;
- (e) valuing the property;
- (f) inspecting cleaning or repairing neighbouring property or any sewers, drains, pipes, wires, cables serving neighbouring property;

5.2 and the Landlord is promptly to make good all damage caused to the Demised Premises and any goods there in exercising these rights.

6. TRANSFER

The Tenant is to comply with the following:

6.1 the Tenant is not to share occupation transfer or sublet the whole or any part of the Demised Premises.

7. OTHER MATTERS

The Tenant:

7.1 is to give the Landlord a copy of any notice concerning the Demised Premises or any neighbouring property as soon as he receives it;

7.2 is to allow the Landlord, during the last six months of the Term, to fix a notice in a reasonable position on the outside of the Demised Premises announcing that it is for sale or to let.

8. INDEMNITIES

The Tenant:

8.1 is to take out indemnity insurance with an insurance company of repute to indemnify the Landlord and the Tenant against any loss or damage to the Landlord's property and also against all actions, proceedings, claims, costs and demands for personal injury or for damage to or loss of property arising directly or indirectly by reason of the use of the Demised Premises by the Tenant, such insurance to be to the minimum sum of one million dollars for any one claim with more than one claim being permissible each year, such policy or policies of insurance and the last premium receipt to be available and produced on demand by the Tenant for inspection by the Landlord at any time.

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

9. QUIET ENJOYMENT AND INSURANCE

9.1 That while the Tenant complies with the terms of this Lease, the Landlord shall allow the Tenant to possess, occupy and use the Demised Premises for the Term hereby granted without lawful interference from the Landlord or by any person lawfully claiming through or under the Landlord.

9.2 The Landlord shall keep the Buildings insured under fully comprehensive cover (including fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, flood bursting or overflowing of water pipes or tanks) to the full reinstatement value thereof and any such other risks as the Landlord may deem necessary in some insurance office of good repute; and shall produce to the Tenant upon request a copy of such insurance policy and premium receipt.

10. FORFEITURE

This Lease comes to an end if the Landlord forfeits it by serving prior written notice on the Tenant as set out below and thereafter, in the event that any breach of the Tenant's covenants remains unremedied beyond the period provided for in said written notice, by entering any part of the Demised Premises, which the Landlord is entitled to do whenever:

10.1 the rent hereby reserved or any part of it shall be unpaid for one calendar month after becoming payable whether formally demanded or not or if any of the Tenant's covenants hereby contained shall not be performed or observed and such non-performance or non-observance shall remain unremedied for a period of thirty (30) days after written notice of same has been served on the Tenant or if the Tenant shall become bankrupt or shall enter into any composition with his creditors or suffer any distress to be levied on his goods

10.2 The forfeiture of this Lease does not cancel any outstanding obligation of the Tenant.

11. END OF THE LEASE

When this Lease ends:

11.1 the Tenant is to yield up the Demised Premises and the fixtures and fittings thereto (other than any fixtures, fittings, plant and equipment, which have been attached by the Tenant which can be removed making good any damage to the Demised Premises which that causes) at the determination of the Lease in good repair in accordance with the Tenant's covenants herein;

GENERAL

12. COMMENCEMENT OF TERM

It is further and mutually agreed between the Landlord and the Tenant:

12.1 that this Lease shall be read and construed as if it had been executed by both parties on the day of the commencement of the Term hereby granted.

13 SERVICE OF NOTICES

13.1 Any notice under this Lease shall be in writing and may be served either personally or by leaving it at the Demised Premises in the case of the Tenant or by sending it by registered post c/o, Bermuda in the case of a notice to be served on the Landlord it may be served by registered post addressed to the Chief Surveyor, Ministry of Public Works, P.O. Box HM 537, Hamilton HM CX or by leaving it at the Ministry offices, 3rd floor, Government Administration Building, 30 Parliament Street, City of Hamilton.

14. ARBITRATION

14.1 If any dispute or difference shall arise between the parties hereto touching any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Lease except matters related to forfeiture or possession which will be determined by a Court of Law then in every such case the dispute or difference shall be heard in Bermuda and determined by a single arbitrator to be appointed in accordance with the Bermuda Arbitration Act 1986 or any statutory modification or re-enactment thereof for the time being, and the decision of the arbitrator shall be final binding and conclusive on the parties hereto.

16. HEADINGS

16.1 The headings do not affect the interpretation or construal of the operative provisions of this Lease.

IN WITNESS WHEREOF the said **Minister responsible for Public Lands and Buildings for and on behalf of the GOVERNMENT OF BERMUDA**, and the said have set their hands on the day and year first above written.

SIGNED AS A DEED by the said
**Minister responsible for Public Lands
And Buildings for and on behalf of
the Government of Bermuda**
in the presence of: _____

Witness: _____

SIGNED AS A DEED
by the said
in the presence of:

- Director

- Director

Witness: _____

FIRST SCHEDULE

The Demised Premises

“the Demised Premises” means that property referred to in clause 1.1 and 2.1 and shown for the purposes of identification only edged in Red:

- on the Lease Plan A and comprising approximately hectares (acres) at, in the parish of;
1. the entirety of all additions and improvements to the Land;
 2. any cables, cesspits, pipes or drains wholly in or on the Land that exclusively serve the Land but reserving to the Landlord all other such cables ,cesspits, pipes or drains together with the right to lay such provided that this does not interfere with the operation of the Tenant’s business;
 3. the right to access the property from the public highway .

SECOND SCHEDULE

Schedule of Works

This lease is to have a ? rent free period in lieu of remediation and renovation works as per the attached Schedule of Works.

