

7. TERMINATION OF THIS LEASE

The Landlord and Tenant agree that:

- 7.1 Either the Landlord or the Tenant may bring this Lease to an end at the end of the Term by giving to the other at least twelve but less than twenty four months' notice in writing expiring on the last day of the Term.
- 7.2 If this Lease does not end on or before the last day of the Term it will continue as a tenancy from year to year but either the Landlord or Tenant may bring it to an end by giving to the other at least twelve but less than twenty four months' notice in writing expiring on an anniversary of the last day of the Term.
- 7.3 The Tenant may bring this Lease to an end before the last day of the Term by giving to the Landlord at least twelve but less than twenty four months' notice in writing expiring on an anniversary of the first day of the Term.
- 7.4 The Landlord may recover possession at any time of any part of the Holding (not being greater than one fifth of the total area of the Holding at that time and not including any area in respect of which the Tenant has been given consent for a non-agricultural use) for any non-agricultural purpose by giving the Tenant at least twelve but less than twenty four months' notice in writing. On the expiry of the notice the land to which it relates shall cease to be part of the Holding and the Tenant shall be entitled to an appropriate reduction in rent to be agreed or determined by an arbitrator and that in addition to an statutory rights of the Tenant for compensation the Landlord will pay compensation to the Tenant as follows: where there are greater than five years of the Term remaining when the land is repossessed the compensation shall be five times the annual rent of that part of the Holding being repossessed and that where there are less than five years of the Term remaining when the land is repossessed the compensation shall be one times the annual rent of that part of the Holding being repossessed for every whole year of the Term remaining when the land is repossessed.
- 7.5 The Landlord may bring this Lease to an end at the end of any triennial anniversary of the commencement date of this Lease by giving to the Tenant at least twelve months' but less than twenty four months' notice in writing expiring at any such triennial anniversary if the Landlord can demonstrate that the determination of the Lease is necessary in the interests of the Landlord's general policy for the management of the Devon County Farms Estate and provided that the Landlord is able to offer to the Tenant a Lease under substantially the same terms as this Lease of another holding which has materially similar or better resources of land, dwellinghouse, fixed equipment and productive and earning capacity to those of the Holding.
- 7.6 If at any time:
 - (a) the Rent or any part thereof is in arrear for twenty eight days after becoming payable (whether formally demanded or not); or
 - (b) there is any breach or non-performance by the Tenant of any of the covenants on the part of the Tenant herein contained; or

- (c) the Tenant is adjudged bankrupt or enters into liquidation or enters into any composition for the benefit of his creditors or suffers any distress or execution levied on his goods or his interests under this Lease or if any of his goods stock or crops on the Holding are taken under a Bill of Sale, then provided that the Landlord has served upon the Tenant such notice as may be required in respect of such aforementioned non-payment breach or event the Landlord shall be entitled (in addition to any other right) to re-enter upon the Holding or any part thereof in the name of the whole and thereupon this Lease shall absolutely determine but without prejudice to the rights and remedies of either party against the other in respect of any breach or non-performance of any of the covenants herein contained.

- 7.7 If the Tenant dies during the Term either the Landlord or the executors or personal representatives of the Tenant may bring this Lease to an end by giving to the other at least twelve but less than twenty four months' notice in writing provided that such notice is given within three months of the date of death of the Tenant or (if given by the Landlord) within three months of the date on which the Landlord is notified in writing of the death of the Tenant in accordance with the provisions of Clause 5.7.4 hereof.
- 7.8 Any notice given under Clauses 7.4 or 7.7 above may expire at any time before the last day of the Term but any notice which is to expire while this Lease is continuing as a tenancy from year to year after the last day of the Term must expire at the end of a year of the tenancy.