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DATED

12th November

1998

Release lease

TIPEDGE LIMITED

and

**ALEXANDER DUTHIE WADE and
RICHARD DESMOND HODGES t/a
SANMAX MOTOR ENGINEERS**

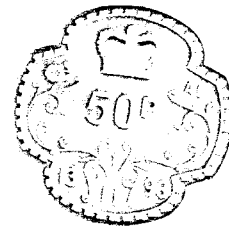
COUNTERPART

LEASE

**Relating to premises situated and known
MOT Station Avonway Motors
King Street Car Park
Melksham**

**Mowbray Woodward with Ingles
Solicitors
3 Queen Square
BATH
BA1 2HG**

502
02
Date: 12 November 1998
Rene Kane



Parties:

1. 'The Landlord' **TIPEDGE LIMITED** whose registered office is situate
at Victoria Motors, Old Broughton Road, Melksham
2. 'The Tenant' **ALEXANDER DUTHIE WADE** of

and **RICHARD DESMOND HODGES** of

trading as **SANMAX MOTOR ENGINEERS**

Operative provisions

1. **INTERPRETATION**

1.1 Definitions

In this lease the following words and expressions shall where the context so admits be deemed to have the following meanings:

- 1.1.1 **THE BUILDING** means the building of which the Demised Premises form part and refers to each and every part of the Building
- 1.1.2 **CONDUCTING MEDIA** means drains sewers conduits flues gutters gullies channels ducts shafts water courses pipes cables wires and mains or any of them;
- 1.1.3 **THE DEMISED PREMISES** means the property described in Schedule 1 hereto and refers to each and every part of the Demised Premises and includes the inside of the windows and other lights and the frames

glass equipment and fitments relating to windows and lights of the Demised Premises; the door frames equipment and fitments and any glass relating to the doors of the Demised Premises; the internal plaster or other surfaces of loadbearing walls and columns within the Demised Premises and walls which form boundaries of the Demised Premises; the whole of all non loadbearing walls within the Demised Premises; the flooring raised floors and floor screeds down to the joists or other structural parts supporting the flooring of the Demised Premises; the plaster or other surfaces of the ceiling and the whole of any false ceilings within the Demised Premises and the voids between the ceilings and any false ceilings; all the Conducting Media within and exclusively serving the Demised Premises; appurtenances fixtures and rights demised by this Lease and all machinery and plant situated within and exclusively serving the Demised Premises as listed in the inventory of Landlord's fixtures and fittings annexed hereto;

1.1.4 INSURED RISKS means the risks perils loss of rent and third party and public liability cover and other contingencies against which the Demised Premises (and the Building) are required to or which may from time to time be insured under the provisions of this Lease and includes any incidental cover costs fees and expenses covered by the insurance policy but subject to any exclusions limitations or conditions imposed by or contained in the policy of insurance;

1.1.5 THE LANDLORD includes all persons entitled to the reversion immediately expectant upon the determination of this Lease;

1.1.6 OUTGOINGS means all general rates water rates water charges and all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether parliamentary municipal parochial or otherwise) which are now or may at any time in the future be payable charges or assessed in respect of the Demised Premises;

1.1.7 THE TENANT includes the Tenant's successors in title and assigns in whom this Lease shall for the time being be vested;

1.1.8 THE TERM means the term of years granted by this Lease and any statutory continuation or extension of the term of years in any case where the Tenant is placed under a restriction by reason of the covenants and conditions contained in this Lease the restriction shall be deemed to include the obligation on the Tenant not to permit or allow the infringement of the restriction by any person claiming rights to use enjoy or visit the Demised Premises through under or in trust for the Tenant

1.2 Clauses and clause headings

1.2.1 The clause and paragraph headings in this Lease are for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant condition or proviso to which they refer

1.2.2 Reference in this Lease to a clause schedule or paragraph are references where the context so admits to a clause schedule paragraph of a schedule in this Lease and references in a schedule to a paragraph

are unless the context otherwise requires references to a paragraph of that schedule

1.3 Singular and plural headings

Words in this Lease importing the singular meaning shall where the context so admits include the plural meaning and vice versa and where there are two or more individuals included in the expression "the Tenant" and the "Surety" covenants herein expressly to be made it or them shall be deemed to be made by such persons jointly and severally

1.4 Statutes and statutory instruments

References in this Lease to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

1.5 Gender

Words in this Lease of the masculine gender shall include the feminine and neuter gender and vice versa and words denoting natural persons shall include corporations and firms

2 THE DEMISE

In consideration of the rent and the covenants reserved by and contained in this Lease

2.1 The Landlord DEMISES to the Tenant all those the Demised Premises to hold the same unto the Tenant for the TERM commencing on and including 1st May 1998 for a period of 10 years subject to all rights easements privileges restrictions and stipulations of whatever nature

appertaining to or affecting the Demised Premises yielding and paying therefore:-

2.1.1 the yearly rent of 1) subject to the provisions for revision contained in Clause 6 hereof by equal monthly payments in advance on the first day of each month commencing on the 1st May 1998 save that the first months rent shall be discounted by fifty percent

2.1.2 as additional rent the monies payable by the Tenant under Clause 3.3 hereof as from the 1st May 1998

2.2 The Surety covenants with the Landlord in accordance with the covenants contained in the Fourth Schedule

3. **TENANT'S COVENANTS**

THE TENANT COVENANTS with the Landlord as follows:

3.1 Rent

3.1.1 To pay the yearly rent reserved by this Lease at the times and in the manner required under clause 2.3.1 and by means of standing order to the Tenant's bankers and the additional rents reserved by this Lease at the times and in the manner specified in relation to each of them

3.1.2 If the whole or any part of the rents and other monies due under this Lease shall remain unpaid twenty one days after they shall have become due (in the case of the yearly rent whether formally demanded or not) or if the Landlord shall refuse to accept the tender of rents because of a breach of covenant on the part of the Tenant then to pay interest on such rents (or part of the rents) and other monies as from

the date they became due until they are paid to (or accepted by) the
Landlord

3.2 Outgoings

- 3.2.1 To pay and discharge all Outgoings in respect of the Demised Premises (other than taxes imposed on the Landlord in respect of the yearly rent reserved by this Lease or in respect of a disposal or dealing with the reversionary interest in the Demised Premises)
- 3.2.2 to refund to the Landlord on demand (if any of the outgoings are payable charged or assessed on the Building as a whole or any part of the Building or other property including the Demised Premises) a fair and proper proportion of such outgoings attributable to the Demised Premises such proportion to be conclusively determined by the Landlord or the Landlord's surveyor
- 3.2.3 To pay for all gas and electricity consumed on the Demised Premises and all charges for meters and all standing charges
- 3.2.4 To pay Valued Added Tax or other taxes payable on the rents or any payment made by the Tenant under the Lease and on any payment made by the Landlord where the Tenant agrees to reimburse the Landlord

3.3 Insurance Premium and Landlord's Repairs

- 3.3.1 To pay to the Landlord the insurance premiums incurred with respect to the insured risks on demand of the Demised Premises
- 3.3.2 To pay to the Landlord on demand one quarter of all costs expenses and liabilities of whatever nature incurred by the Landlord in repairing

maintaining and renewing the Building (other than the Demised Premises)

3.4 Repair

- 3.4.1 From time to time and at all times well and substantially to repair and keep in good repair and clean the Demised Premises
- 3.4.2 The obligations in Clause 3.4.1 extend to all improvements and additions to the Demised Premises and all Landlord's fixtures fittings and appurtenances of whatever nature affixed or fastened to the Demised Premises and as set out in the inventory attached hereto
- 3.4.3 The obligations in clause 3.3.1 do not extend to damage by Insured Risks unless and to the extent that the policies or insurance in respect of Insured Risks effected by the Landlord are vitiated or the policy monies are withheld by reason of any act or omission of the Tenant its employees or agents

3.5 Decorations

- 3.5.1 In every third year and in the last three months of the Term howsoever determined to decorate the inside of the Demised Premises with two coats of good quality paint or good quality polish and with paper for those parts normally papered or other suitable and appropriate materials of good quality in a workmanlike manner such decorations in the last three months of the Term to be executed in such colours patterns and materials as the Landlord may reasonably and properly require

3.5.2 Not without the consent of the Landlord to alter cover up or change any part of the architectural decorations or the external colour of the Demised Premises

3.6 Landlord's right of inspection and right of repair

3.6.1 To permit the Landlord and its servants and agents at all reasonable times to enter into inspect and view the Demised Premises and examine their condition and also to take a schedule of fixtures and fittings

3.6.2 If any breach of covenant defects disrepair removal of fixtures or unauthorized alterations or additions shall be found upon such inspection for which the Tenant is liable then upon notice by the Landlord to the Tenant to execute all repairs works replacements or removals required within two months (or sooner if necessary) after the receipt of such notice to the reasonable satisfaction of the Landlord or its Surveyor

3.6.3 In case of default it shall be lawful for workmen or agents of the Landlord to enter into the Demised Premises and execute such repairs works replacements or removals as necessary

3.6.4 To pay to the Landlord on demand all proper and reasonable expenses so incurred with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord such expenses and interest to be recoverable as if they were a contractual debt

3.7 Yield up in repair at the end of the term

At the expiration or earlier determination of the Term or at such later time as the Landlord recovers possession of the Demised Premises from the Tenant:

3.7.1 quietly to yield up the Demised Premises (together with all additions and improvements to the Demised Premises and all fixtures which during the Term may be fixed or fastened to or upon the Demised Premises (other than tenant's fixtures removable by the Tenant) and the Landlord's fixtures as described in the inventory) decorated repaired cleaned and kept in accordance with the Tenant's covenants contained in this Lease (damage by Insured Risks excepted unless and to the extent that the policies of insurance in respect of Insured Risks effected by the Landlord are vitiated or the policy monies are withheld by reason of any act or omission of the Tenant its employees or agents);

3.7.2 if so requested by the Landlord to remove from the Demised Premises all the Tenant's belongings-that is to say trade fixtures and fittings and all notices notice boards and signs bearing the name of or otherwise relating to the Tenant (including in this context any person deriving title to the Demised Premises under the Tenant) or its business; and

3.7.3 to make good to the reasonable satisfaction of the Landlord all damage to the Demised Premises (and the Building) resulting from the removal of the Tenant's belongings from the Demised Premises

3.8 Landlord's right of entry for repairs etc

- 3.8.1 To permit the Landlord and the agents workmen and others employed by the Landlord or by the other owners tenants or occupiers of the Building or any adjoining or neighbouring property at reasonable times after giving to the Tenant written notice (except in an emergency) to enter upon the Demised Premises;
- 3.8.1.1 to alter maintain or repair the Building or the adjoining premises or property of the Landlord or persons so entering; or
- 3.8.1.2 to construct alter maintain repair or fix anything or additional thing serving such property and running through or on the Demised Premises; or
- 3.8.1.3 to comply with any obligation to any third party having legal rights over the Building and the Demised Premises; or
- 3.8.1.4 in exercise of a right or to comply with an obligation of repair maintenance or renewal under this Lease; or
- 3.8.1.5 in connection with the development of the remainder of the Building or any adjoining or neighbouring land or premises including the right to build on or onto or in prolongation of any boundary wall of the Demised Premises without payment of compensation for any nuisance annoyance inconvenience or damaged caused to the Tenant
- 3.8.1.6 subject to the Landlord (or other person so entering) exercising any such right in a reasonable manner and making good any damage caused to the Demised Premises without unreasonable delay

3.9 Alterations

- 3.9.1 Not to make any alterations or additions to or affecting the structure or exterior of the Demised Premises
- 3.9.2 Not without the written consent of the Landlord to make any alterations or additions to the Demised Premises such consent not to be unreasonably withheld or delayed
- 3.9.3 At the expiration or earlier determination of the Term if and to the extent required by the Landlord to reinstate the Demised Premises in such state and condition as shall be consistent with the due performance of the several covenants on the part of the Tenant herein contained

3.10 Alienation

- 3.10.1 Unless otherwise and to the extent permitted under this Clause the Tenant shall not
 - 3.10.1.1 hold the Premises or any part thereof expressly or impliedly on trust for another person
 - 3.10.1.2 part with possession of the Premises or any part thereof
 - 3.10.1.3 share possession of the Premises or any part thereof with another person
 - 3.10.1.4 allow anyone other than the Tenant its officers and employees to occupy the Premises or any part thereof
 - 3.10.1.5 assign mortgage or charge a part (as distinct from the whole) of the Premises nor underlet the whole or a part of the Premises.
 - 3.10.1.6 at any other time without the Landlord's prior consent in writing (which will not be unreasonably withheld if the following provisos and conditions

are observed) assign the whole of the Demised Premises (and in the remainder of this Clause "Assignment" refers to only an authorised Assignment which complies with the terms of this Lease)

3.10.2 an application for consent to a prospective Assignment will only be entertained by the Landlord if the prospective assignee

3.10.2.1 shall have produced a satisfactory financial reference and two trade/business or professional references (or two references from former landlords of that prospective assignee) which are reasonably satisfactory to the Landlord

3.10.2.2 shall (in the case of an individual) attend or (in the case of a body corporate) procure the attendance of a principal officer (a director secretary or senior executive) at an interview with the Landlord or its agents if so desired by the Landlord

3.10.2.3 shall (in the case of a body corporate) be incorporated and carrying on its business or a substantial part thereof in the United Kingdom

3.10.2.4 shall (in the case of a body corporate other than a public lending company) if required by the Landlord procure a guarantee by Deed in favour of the Landlord from an individual or individuals who are or a Company which is acceptable to the Landlord as surety for the prospective assignee such guarantee to be substantially in the form set out in the Schedule 2 hereto

3.10.3 In giving consent to an assignment of this Lease and in addition to all other requirements contained in this Lease the Landlord shall be entitled to impose upon the Tenant the following conditions:-

- 3.10.3.1 that all rent and other monies due under the provisions of this Lease from the Tenant prior to the date of the Assignment shall be paid to the Landlord on or before the Assignment
- 3.10.3.2 that evidence shall be provided to the Landlord of any consent to the Assignment which would also be required from another person with an interest in the Demised Premises other than a mortgagee or chargee of the Landlord
- 3.10.3.3 that (in the absence of a consent by the relevant mortgagee or chargee under the last proceeding sub clause) each and every mortgage or charge of this Lease made by or transferred to the assignor shall be redeemed or released on or before the Assignment
- 3.10.3.4 that the Tenant pays the proper and reasonable Landlord's Solicitors costs in connection herewith
- 3.10.3.5 that the prospective assignee in all cases be the subject of an authorised guarantee agreement entered into by the prospective Assignor with the Landlord corresponding with the format contained in Schedule 3 hereto.

3.11 User

- 3.11.1 Not to use the Demised Premises otherwise than an MOT Centre or for such other business use as may be approved in writing by the Landlord such approval not to be unreasonably withheld.
- 3.11.2 Nothing contained in this Lease shall imply or be treated as a warranty to the effect that the use of the Demised Premises for the purposes above mentioned is in compliance with all Town and Country Planning laws and regulations now or from time to time in force

3.12 Restrictions affecting use of the Demised Premises

- 3.12.1 Not to store in the Demised Premises any petrol or other specially flammable explosive or combustible substance
- 3.12.2 Not to use the Demised Premises for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose.
- 3.12.3 Not to hold in or on the Demised Premises any exhibition public meeting or public entertainment
- 3.12.4 Not to do in or upon the Demised Premises anything which may be or grow to be a nuisance annoyance inconvenience or damage to the Landlord or its other tenants of the Building or to the owners tenants and occupiers of adjoining and neighbouring properties
- 3.12.5 Not to load or use the floors walls ceilings or structure of the Demised Premises or the Building in any manner which will cause strain damage or interference with the structural parts loadbearing framework roof foundations joists and external walls of the Building
- 3.12.6 Not to overload the lifts electrical installations or Conducting Media in the Building
- 3.12.7 Not to do anything whereby any policy of insurance including or in any way relating to the Demised Premises taken out by the Landlord may become void or voidable or whereby the rate of premium thereon and on the remainder of the Building may be increased and to provide one or more efficient fire extinguishers of a type approved by the Landlord and to take such other precautions against fire as may be deemed necessary by the Landlord or its insurers

3.12.8 Not to use the Demised Premises for sale of wines spirits beers or any intoxicating liquor for consumption either on or off the Demised Premises

3.13 Compliance with statutes etc

3.13.1 Except where such liability may be expressly within the Landlord's covenants contained in this Lease to comply in all respects with the provisions of all statutes and instruments pursuant to them for the time being in force and the requirements of any competent authority relating to the Demised Premises or anything done in or upon them by the Tenant and to indemnify the Landlord against all actions proceedings claims or demands which may be brought or made by reason of such statutes or requirements or any default in compliance with them

3.13.2 In particular but without prejudice to the generality of Clause 3.13.1

3.13.2.1 to execute all works and do all things on or in respect of the Demised Premises which are required under the Offices Shops and Railways Premises Act 1963

3.13.2.2 to comply with all requirements under any present or future act of Parliament order bye-law or regulation as to the use or occupation of or otherwise concerning the Demised Premises

3.13.2.3 to execute with all due diligence (commencing work within two months or sooner if necessary and then proceeding continuously) all works to the Demised Premises for which the Tenant is liable in accordance with this Clause 3.13 and of which the Landlord has given notice to the Tenant; and

3.13.2.4 if the Tenant shall not comply with Clause 3.13.2.3 to permit the Landlord to enter the Demised Premises to carry out such works and to pay to the Landlord on demand the expense of so doing including advisors fees together with interest from the date of expenditure until payment by the Tenant to the Landlord such monies to be recoverable as if they were a contractual debt

3.14 Planning Permission

3.14.1 Not without the consent in writing of the Landlord to make any application under the Town & Country Planning Acts to any local planning authority for permission to develop (including change of use of) the Demised Premises

3.14.2 To indemnify the Landlord against any development charges and expenses payable in respect of such applications and to reimburse to the Landlord the costs it may properly incur in connection with such consent

3.14.3 to pay to the Landlord on demand any sum or sums which may become payable in consequence of the use of the Demised Premises reverting to that existing prior to such application being made

3.14.4 forthwith to give to the Landlord full particulars in writing of the grant of any planning permission or building consent

3.14.5 Not to implement any planning permission if the Landlord shall make reasonable objection to any of the conditions subject to which it has been granted

3.15 Compliance with Town Planning

- 3.15.1 To perform and observe all the provisions and requirements of all statutes and regulations relating to town and country planning in relation to the Demised Premises and to obtain any development or other consent which may be requisite by reason of the development of or on the Demised Premises by the Tenant
- 3.15.2 To indemnify the Landlord from and against any loss or expense suffered by the Landlord by reason of the Tenant's failure to obtain any necessary development or other consents as aforesaid
- 3.15.3 To give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order made given or issued to the Tenant under or by virtue of any statute or regulation relating to town and country planning or otherwise within seven days of the receipt of any such by the Tenant and if so required by the Landlord to produce such notice or proposal for a notice or order to the Landlord
- 3.15.4 Forthwith to take all reasonable and necessary steps to comply with any such notice or order
- 3.15.5 At the request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any proposal for such a notice or order as the Landlord may deem expedient

3.16 Expenses of the landlord

To pay all proper and reasonable expenses (including solicitors' costs and surveyors' fees) incurred by the Landlord incidental to or in

contemplation of the preparation and service of a Schedule of Dilapidations and/or a notice under sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

3.17 Cleaning of Windows

- 3.17.1 To keep the glass in the windows and shop front of the Demised Premises clean
- 3.17.2 To keep the glass in the windows and the shop front of the Demised Premises insured in a sum equal to the full replacement cost against damage in a reputable office determined by the Landlord in the joint names of the Landlord and the Tenant

3.18 Notice 'to let' and 'for sale'

- To allow the Landlord or its agents to enter on the Demised Premises at any time
- 3.18.1 within six months next before the expiration or earlier determination of the Term to fix upon the Demised Premises a notice board for reletting the Demised Premises;
- 3.18.2 to fix on some part of the Demised Premises a notice board for the sale of the interest of the Landlord;
- 3.20..3 to permit all persons authorized by the Landlord or its agents to view the Demised Premises at reasonable hours without interruption in connection with any such letting or sale

4. PROVISOS

THE PARTIES AGREE to the following provisos:

4.1 Proviso for re-entry

4.1.1 If

4.1.1.1. any or any part of the rents reserved by the Lease shall be unpaid for twenty one days after any of the days when they become due for payment (whether or not they shall have been lawfully demanded) or;

4.1.1.2 the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements contained in this Lease to be performed or observed by the Tenant or shall allow any distress or execution to be levied on the Tenant's goods; or

4.1.1.3 an event of insolvency shall occur in relation to the Tenant or one of the Tenants or any guarantor of the Tenant or one of the Tenants;

4.1.1.4 then in any such case it shall be lawful for the Landlord or any person or persons duly authorized by the Landlord for that purpose to re-enter the Demised Premises or any part of them in the name of the whole and peaceably to repossess and enjoy the Demised Premises as if this Lease had not been made

4.1.2 Re-entry in exercise of the rights contained in clause 4.1.1 shall be without prejudice to any right or action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant contained in this Lease

4.1.3 The expression 'an event of insolvency' in clause 4.1.1.3 includes (in relation to a company or other corporation which is the Tenant or one of the Tenant or a guarantor) inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the

purpose of amalgamation or reconstruction), the passing of a resolution for a creditors winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme or arrangement of its affairs, the application to the court for an administration order, and the appointment of a receiver or an administrative receiver, and (in relation to any individual who is the Tenant or a guarantor) inability to pay or having no reasonable prospect of being able to pay his debts, the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme or an arrangement of his affairs, the application to the court for an interim order, and the appointment of a receiver or interim receiver, and in relation to the various events of insolvency they shall wherever appropriate be interpreted in accordance and in conjunction with the relevant provisions of the Insolvency Act 1986

4.2 Rent abatement in case of damage by insured risks

- 4.2.1 If the whole or any part of the Demised Premises shall at any time be destroyed or damaged or the Building damaged rendering the Demised Premises inaccessible by any of the Insured Risks so as to render the Demised Premises unfit for occupation and use or inaccessible and the policy or policies of insurance shall not have been vitiated or payment of the policy monies withheld in whole or in part in consequence of some act or default of the Tenant his employees or agents then rents reserved by this Lease or a fair proportion of them according to the

nature and extent of the damage sustained shall cease and be suspended until the Demised Premises shall be rendered fit for occupation and use (and accessible) again or until the earlier expiration of three years from the date of the damage or destruction

- 4.2.2 Any dispute as to the amount or extent of such cesser of rent shall be referred to the award of a single arbitrator if the Landlord and the Tenant can agree upon one and otherwise to an arbitrator appointed at the request of either of them by the President for the time being of the Royal Institution of Chartered Surveyors and in each case in accordance with the provisions of the Arbitration Acts 1950 to 1979 or any subsequent statutes in relation thereto

4.3 Arbitration of disputes between tenants

If any dispute or disagreement shall at any time arise between the Tenant and the tenants in occupation of the Building or any adjoining or contiguous property or premises belonging to the Landlord relating to the Conducting Media serving the Demised Premises the Building or any adjoining or contiguous premises or any easements or privileges whatsoever affecting or relating to the Demised Premises the Building or any adjoining or contiguous property or premises the dispute or disagreement shall from time to time be settled and determined by the Landlord

4.4 Notice consents and approvals

- 4.4.1 Any notice served under or in connection with this Lease shall be in writing and be properly served if compliance is made with the

provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 or any subsequent act or acts in relation thereto)

- 4.4.2 Any consent or approval under this Lease shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing.

5. **LANDLORD'S COVENANTS**

THE LANDLORD COVENANTS with the Tenant as follows:

5.1 **Quiet enjoyment**

That the Tenant paying the rents and performing the Tenant's covenants reserved by and contained in this Lease may lawfully and peaceably enjoy the Demised Premises throughout the Term without any unlawful suit eviction or interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord

5.2 **Insurance**

- 5.2.1 To keep insured at all times throughout the Term in such a sum as shall be determined from time to time by the Landlord the Demised Premises (excluding glass insured by the Tenant) the Building and all fixtures of an insurable nature other than those which the Tenant is entitled to remove against loss or damage by fire and any other risks perils and contingencies and incidental cover costs fees and expenses as the Landlord may deem expedient together with architects' surveyors' and other requisite professional advisers' fees in relation to

the reinstatement of the Demised Premises and three years' loss of rent in respect of the Demised Premises

5.2.2 Whenever the whole or any part of the Demised Premises shall in consequence of the occurrence of any of the Insured Risks be destroyed or damaged so as to render the whole or part of the Demised Premises unfit for occupation or use then with all diligence to apply the monies received for that purpose by virtue of the policy of insurance (or to require the monies to be laid out) towards the rebuilding repairing and reinstating the Demised Premises with all convenient speed

5.2.3 The landlord's obligation under this clause 5.2 shall cease if and to the extent that the insurance shall be vitiated or the policy monies withheld by any act or default of the Tenant

5.3 Repair

The Landlord hereby covenants with the Tenant in respect of the structural parts of THE BUILDING of which THE DEMISED PREMISES form part to repair and maintain the same subject as follows:-

5.3.1 The standard of repair and maintenance required of the Landlord shall be confined to what is in all the circumstances reasonably required to ensure that any defects or wants of repair in the said structural parts of THE BUILDING do not materially affect the use by the Tenant of THE DEMISED PREMISES for the purposes permitted by this Lease.

- 5.3.2 This clause shall not apply to any defect brought about by the happening of an insured risk where clause 5.2 shall apply.
- 5.3.3 This clause shall not apply to any defect contributed to (to the extent of the contribution) or brought about by the act or omission of the Tenant in performance of its obligations in this Lease.
6. **RENT REVIEW**
- 6.1 In this Clause the following expressions shall have the following meanings:
- 6.1.1 "the Review Dates" means the following:-
1st day of May 2001
1st day of May 2004
1st day of May 2007
- 6.1.2 "Rent" shall not include the further and additional rent reserved and made payable under Clause 2.3.2 of this Lease
- 6.1.3 "the Relevant Review Date" means that review date at which the rent is being agreed or determined pursuant to the provisions of this Clause
- 6.1.4 "the Open Market Rent" means the full yearly market rent for which the Demised Premises might reasonably be expected to be let on the Relevant Review Date by a willing landlord to a willing tenant with vacant possession without taking a premium
- 6.1.4.1 for a term equal to the Term and on the basis (whether or not it is a fact) that the Demised Premises enjoy planning permission for the user of the Demised Premises for the time being authorised by the terms of this Lease for the same period

- 6.1.4.2 otherwise upon the terms and conditions contained in this Lease (save as to the amount of rent but including the provisions for rent review herein contained)
- 6.1.4.3 on the assumption (whether or not it is a fact)
- 6.1.4.3.1 that the Tenant has duly complied with all the covenants on the part of the Tenant contained in this Lease and
- 6.1.4.3.2 that the Demised Premises are fit and available for immediate occupation and
- 6.1.4.3.3 that if the Demised Premises have been destroyed or damaged by the Relevant Review Date that they have been fully restored and
- 6.1.4.3.4 that the Demised Premises have been let either as a whole or individually whichever shall produce the higher rental value but
- 6.1.4.4 disregarding
- 6.1.4.4.1 any goodwill attached to the Demised Premises by reason of the carrying on thereon of the trade or business of the Tenant (whether by it or any predecessor of its in that trade or business) or of any permitted sub-tenant
- 6.1.4.4.2 any improvements carried out by the Tenant or any predecessor of the Tenant or permitted sub-tenant otherwise than in pursuance of an obligation to the landlord or at the expense or partly at the expense of the Landlord and
- 6.1.4.4.3 any statutory limitation or control of rents of business or trade premises for the time being in force and

- 6.1.4.4.4 any effect on rent of the fact that the Tenant permitted sub-tenants or predecessors in title may have been in occupation of the Demised Premises
- 6.1.5 "Revised Rent" shall mean the increased yearly rent payable in substitution for the rent or for a previous revised rent
- 6.2 From and after each Review Date the Rent shall be the rent agreed in writing between the Landlord and the Tenant or in the absence of such agreement shall be whichever is the higher of:
- 6.2.1 the yearly rent payable in the year ended on that Review Date (hereinafter referred to as "the Current Rent") and
- 6.2.2 the Open Market Rent
- 6.3 If the Landlord and the Tenant shall not have agreed in writing the Open Market Rent by the Relevant Review Date the Landlord or the Tenant may at any time thereafter (but before the Review Date next following the Relevant Review Date) required in writing to the other of them an independent surveyor (hereinafter called "the Surveyor") to determine the Open Market Rent as at the Relevant Review Date
- 6.4 The Surveyor (who shall be a member of the Royal Institution of Chartered Surveyors and be experienced in the valuation of premises of a like nature to the Demised Premises in the area in which the Demised Premises are situated) may be agreed upon the Landlord and the Tenant in default of such agreement within two months of a requirement being made pursuant to sub clause 6.3 of this Clause shall be appointed by the President for the time being of the Royal

Institution of Chartered Surveyors on the application of the Landlord or the Tenant made at any time after the said period of two months and if the said President shall for any reason not be available or be unable to make such appontment then the appointment may be made by the Vice President or next available senior officer of the said Institution then available

- 6.5.1 Notice in writing of his appointment shall be given by the Surveyor to the Landlord and the Tenant and he shall invite each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if the Landlord or the Tenant so desire by a statement of reasons
- 6.5.2 The Surveyor shall act as an expert and not as an arbitrator. He shall consider any valuation and reasons submitted to him within the said period but shall not be in any way limited or fettered thereby and shall determine the Open Market Rent in accordance with his own judgment
- 6.5.3 The Surveyor shall give notice inn writing of his decision to the Landlord and Tenant within two months of his appointment or within such extended period as the Landlord may at any time agree
- 6.5.4 The decision of the Surveyor shall be final on all matters hereby referred to him
- 6.6 If the Surveyor shall fail to determine the Open Market Rent and to give notice thereof within the time and in manner hereinbefore provided or if he shall relinquish his appointment or die or otherwise fail or be unable to determine the same the Landlord may apply to the

President or such other office of the Royal Institution of Chartered Surveyors as aforesaid for a substitute to be appointed in his place which procedure may be repeated as many times as necessary

6.7 The fees of any such Surveyor and the Royal Institution of Chartered Surveyors shall be shared equally between the Landlord and the Tenant

6.8 In the event that by the Relevant Review Date the Landlord and the Tenant shall not have agreed in writing the rent to be payable from and after such date or the Surveyor (if appointed) shall not have given the notice provided for in Clause 6.5.3 of this Clause then the Tenant shall continue to pay rent at the rate of the Current Rent on each day appointed by this Lease for payment of rent until the quarter day immediately following the reaching of such agreement or the giving of the said notice whichever shall first occur. If such agreement or the giving of the said notice shall result in a Revised Rent the difference between the Current Rent and the Revised Rent from the Relevant Review Date until such quarter day together with interest thereon at the base lending rate of Lloyes Bank Plc shall be added to and be payable with the instalment of the Revised Rent due on such quarter day notwithstanding that the provisions of paragraph 6.9 hereof remain to be complied with. If such agreement or the giving of the said notice shall not have resulted in a Revised Rent the Current Rent shall continue to be payable

6.9 Immediately after the Open Market Rent shall have been agreed or determined as aforesaid and shall result in a Revised Rent a

memorandum of such Revised Rent in such form as the Landlord may reasonably require and signed on behalf of the Landlord and the Tenant shall be endorsed on or annexed to this Lease and the Counterpart hereof and the cost and expenses thereof shall be borne and paid by the Tenant

6.10 A Revised Rent shall be payable on the days and in the manner in his Lease appointed for payment of the rent and the terms of this Lease relating to the reservation payment or suspension of rent and the consequences of non-payment shall apply to a Revised Rent in the same manner as to the rent

6.11 If at any time or times during the continuance of this Lease there shall, be in force any enactment (which expression in this Clause shall include any Act of Parliament now or hereafter in force and every instrument regulation notice order or direction made or given thereunder) which shall restrict or in any way affect the Landlord's right to have the rent reviewed as hereinbefore provided or which shall restrict or in any way affect the Landlord's right of payment of a Revised Rent the Landlord shall be entitled following the repeal termination or modification of such enactment (but in the event of a modification of such enactment only to the extent permitted by such modification) to serve notice upon the Tenant requiring the Tenant to pay to the Landlord as from the first quarter day (hereinafter called "the Interim Review Date") occurring not less than twenty eight days after the date of service of the Landlord's notice until such rent shall

be varied in accordance with the provisions of this Clause the rent stated in the Landlord's notice and such rent shall become payable accordingly unless the Tenant shall have served upon the Landlord within fourteen days of the date of service of the Landlord's notice a counter notice whichever is the higher of the yearly rent payable hereunder immediately before the Interim Review Date and the Open Market Rent of the Denied Premises on the Interim Review Date whereupon in the absence of agreement a Surveyor shall be appointed to determine such matter in accordance with the foregoing provision of this Part of the Schedule so far as the same shall be applicable with the substitution of the Interim Review Date for the Relevant Review Date

7. **THE SURETY**

In consideration of this Lease having been granted at their request jointly and severally covenant with the Landlord as set out in Schedule 2 hereof.

8. **CERTIFICATE**

It is hereby certified that there is no agreement for Lease or tack to which this lease gives effect

IN WITNESS WHEREOF the Parties hereto have executed this document as their Deed on the date stated above

SCHEDULE 1

Description of the Demised Premises

ALL THOSE premises situate and known as the MOT Station, Avonway Motors, King Street Car Park, Melksham, Wiltshire as the same are shown for the purposes of identification only edged red on the plan annexed hereto together with the benefit of the Rights as defined in and granted by a deed of grant dated 15th February 1990 made between West Wiltshire District Council (1) and Simeon Derek Norris (2) and together also with the right for the Tenant its employees and licensees to use the water closet within the adjoining unit forming part of THE BUILDING and to connect to and take as necessary a supply of water from the same unit.

SCHEDULE 2

Covenants by Surety

1. The Surety covenants with the Landlord (for the benefit of the Landlord and of the person in whom from time to time the reversion immediately expectant upon the determination of this demise is vested without the need for any express assignment) that
 - (a) during the Term the Tenant shall punctually pay the rent and observe and perform the covenants and other provisions of the Lease and in case of default the Surety will pay the rents and observe and perform the covenants and provisions in respect of which the Tenant is in default and ake good to the Landlord within 14 days of written demand and indemnify

the Landlord against all losses damages costs and expenses thereby arising or incurred by the Landlord

- (b) the liability of the Surety under this Schedule shall not be affected in any way by
 - (i) any neglect or forbearance of the Landlord in enforcing payment of rents or observance or performance of the covenants and provisions of the Lease
 - (ii) any time or indulgence given to the Tenant by the Landlord
 - (iii) any refusal by the Landlord to accept Rent from the Tenant following a breach of covenant by the Tenant
 - (iv) any agreement with the Tenant any licence or consent granted to the Tenant or any variation in the terms of this Lease (save a variation which extends the Term or increases the extent of the Demised Premises)
 - (v) the death of the Tenant (if an individual) or the dissolution of the Tenant (if a company)
 - (vi) a surrender of part of the Demised Premises except that the Surety will have no liability in relation to the surrendered part in respect of any period following the date of surrender
 - (vii) any other act matter or thing apart from the express release in writing of the Surety
- (c) if during the term the Tenant (being a company) enters into liquidation or (being an individual) becomes bankrupt and the liquidator or the trustee in bankruptcy disclaims this Lease the Surety shall (upon written notice from

the Landlord given within three months after the date of disclaimer) accept or the Landlord shall (upon written notice from the Surety given within three months after the date of disclaimer) grant a new lease of the Demised Premises for a term equal to the residue then remaining unexpired of the term of years granted by the disclaimed Lease at the rent then being paid under the disclaimed Lease and otherwise subject to the same covenants and provisions as in such Lease such new lease to take effect from the date of disclaimer and to be granted at the reasonable cost of the Surety who shall execute and deliver to the Landlord a counterpart of it

- (d) if there be a disclaimer and for any reason a new lease pursuant to this Schedule is not required by either the Landlord or the Surety the Surety shall pay to the Landlord on written demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Demised Premises demised by the disclaimed Lease and the rents (if higher) which would have been payable had there not been disclaimer for the period commencing with the date of disclaimer and ending upon the date six months after the date of disclaimer or (if earlier) the date upon which the Demised Premises are relet.

Schedule 3

Authorised Guarantee Agreement

THIS DEED is made the day of 1998 BETWEEN
[insert details of intended guarantor] ("the Guarantor") of the one part and [insert details of
the Landlord] ("the Landlord") of the other part

WITNESSETH as follows:-

Interpretation

1. In this deed the following expressions shall have the following meanings:-
 - 1.1 The Guarantor: The party named in this deed as the Guarantor and its successors and assigns
 - 1.2 The Landlord: The party named in this deed as the Landlord including its successors and assigns
 - 1.3 The Tenant: [insert details of Tenant whose obligations are being guaranteed by the Guarantor]
 - 1.4 The Lease: [insert details of this lease]
 - 1.5 The Tenant Covenants: The covenants on the part of the Tenant contained in the Lease including any variation thereof which (in the case of a variation after the date hereof) does not materially increase the obligations of the Guarantor
 - 1.6 The Act: The Landlord and Tenant (Covenants) Act 1995
 - 1.7 The Liability Period: Any period or periods during which the Tenant is bound to observe and perform the Tenant Covenants

whether as lessee or as assignor or as assignee or in
any other capacity contemplated or permitted by the
Act

Guarantor's Covenant

2. The Guarantor hereby covenants with the Landlord in the terms set out in paragraphs 3.4 and 5 below

To pay observe and perform

3. Throughout the Liability Period the Tenant shall punctually pay the rents and observe and perform the covenants and other terms of the Lease and if at any time during the Liability Period the Tenant shall make any default in payment of the rents or in observing or performing any of the Tenant Covenants or other terms of the Lease the Guarantor will pay the rents and observe and perform the Tenant Covenants in respect of which the Tenant shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:-
 - 3.1 Any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance of performance of the Tenant Covenants or other terms of the Lease or any refusal by the Landlord to accept the rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Demised Premises

- 3.2 That any terms of the Lease may have been varied by agreement between the parties save and to the extent that such variation would this clause excepted materially increase the Guarantor's Liability under this guarantee
- 3.3 That the Tenant shall have surrendered part of the Demised Premises in which event the liability of the Guarantor shall continue in respect of the part of the Demised Premises not so surrendered after making any necessary apportionments in respect thereof
- 3.4 Any other act or thing by which but for this provision the Guarantor would have been released from its obligations hereunder

To take lease following disclaimer

4. If at any time during the Liability Period the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidation shall disclaim the Lease the Guarantor shall if the Landlord shall by notice within 60 days after such disclaimer so require take from the landlord a lease of the Demised Premises for the residue of the contractual term which would have remained had there been no disclaimer at the rent then being paid under the Lease and subject to the same covenants and terms as in the Lease such new lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the costs of such new lease and execute and deliver to the Landlord a counterpart of it
5. If the Lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease of the Demised Premises in accordance with clause 4 above the Guarantor and shall pay to the Landlord on demand an

amount equal to the rent for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:-

- 5.1 The date six months after such disclaimer
- 5.2 The date (if any) upon which the Demised Premises are re-let

[EXECUTED as a deed by the Guarantor]

Executed as a deed by)
and signed by two directors or)
one director and the company) Director
secretary)

.....
Director/Company Secretary

SIGNED as a Deed by)
the said)
in the presence of:-)

INVENTORY

SANMAX, MOT Centre, Avonay Motors

Tecalemit Brake

Test Tolling Road

Tecalemit D2048

Diesel Smoke Meter

Tecalemit Spacemaster MK5

3 Tonne Vehicle Life

Tecalemit Light Beam

Setter DE7188-9

Sun DGA Emissions Tester

Sunfan Wall Heater

x2 Wood Desks

x2 Chairs

Wall Mounted Day Safe

SIGNED as a Deed by **ALEXANDER**)
DUTHIE WADE in the presence of:)

✓
E. T. HARRIS

56. NEWLEAZE PARK, BROUGHTON GIFFORD
MELKSHAM WILTS, SNIZ SPL.

SECURITY

SIGNED as a Deed by **RICHARD**)
DESMOND HODGES in the)
presence of:

STEVEN BRITTON.

17. SWEETBRIAR ROAD, MELKSHAM, WILTS.

MECHANIC.

