

**DATED**

**2024**

**MICHAEL MARTIN ARTHUR HOLMES  
JANET HOLMES  
JAMES JONATHON HOLMES and  
FRANCESCA MARIANNE HOLMES  
As Trustees for the Michael and Janet Holmes Pension Scheme**

and

**AUTUMN HOUSE CARE LIMITED**

**LEASE**

Relating to  
Autumn House  
21 23 and 25-27 Avenue Road  
Sandown  
Isle of Wight PO36 8BN

Roach Pittis Solicitors  
60-66 Lugley Street  
Newport  
Isle of Wight PO30 5EU  
DX 56350 Newport, Isle of Wight  
Email: [eg@roachpittis.co.uk](mailto:eg@roachpittis.co.uk)  
Tel: 01983 524431  
Fax: 01983 525971

LR1	DATE OF LEASE	2024
LR2	TITLE NUMBER(S)	
LR2.1	LANDLORD'S TITLE NUMBERS	IW39475 IW29351 and IW33926
LR2.2	OTHER TITLE NUMBER(S)	None
LR3	PARTIES TO THIS LEASE	
	Landlord:	<b>MICHAEL MARTIN ARTHUR HOLMES JANET HOLMES JAMES JONATHON HOLMES and FRANCESCA MARIANNE HOLMES</b> as Trustees for the Michael and Janet Holmes Pension Scheme of Copseway House Ashlake Copse Road Wootton Ryde Isle of Wight PO33 4EY
	Tenant:	<b>AUTUMN HOUSE CARE LIMITED</b> (Company registration number 07189110) whose registered office is at 15-16 Quay Street Newport Isle of Wight PO30 5BG
	Other Parties:	None
LR4	<b>PROPERTY</b> In the case of a conflict between this clause and the remainder of the Lease then, for the purposes of registration, this clause shall prevail	Autumn House 21 23 and 25-27 Avenue Road Sandown PO36 8BN Isle of Wight comprising the whole of the property registered under the title numbers identified in the Prescribed Lease Clause LR2.1
LR5	<b>PRESCRIBED STATEMENTS ETC</b>	None
LR6	<b>TERM FOR WHICH PROPERTY IS LEASED</b>	The Term is as follows: Five (5) years from and including the date of this Lease
LR7	<b>PREMIUM</b>	Nil
LR8	<b>PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE</b>	This Lease contains a provision that prohibits or restricts dispositions
LR9	<b>RIGHTS OF ACQUISITION ETC</b>	
LR9.1	Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or acquire an interest in other land	None
LR9.2	Tenant's covenant to (or offer to) surrender this Lease	None
LR9.3	Landlord's contractual rights to acquire this Lease	None
LR10	<b>RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY</b>	None
LR11	<b>EASEMENTS</b>	
LR11.1	Easements granted by this Lease for the benefit of the Property	All rights attaching to the Property as evidenced by the title identified in Prescribed Lease Clause LR2.1
LR11.2	Easements granted or reserved by this Lease over the Property for the benefit of other property	Clause 2.3
LR12	<b>ESTATE RENTCHARGE BURDENING THE PROPERTY</b>	None

<b>LR13</b>	<b>APPLICATION FOR STANDARD FORM OF RESTRICTION</b>	None
<b>LR14</b>	<b>DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT</b>	None

## **1. Interpretation and Definitions**

### **Interpretation**

- 1.1 The Landlord or the Tenant under this Lease shall be bound by its covenants and conditions in relation to the Property and for the Term (as below defined) and in the manner prescribed by the Landlord and Tenant (Covenants) Act 1995.
- 1.2 The covenants contained in any ancillary agreement or letter made between the signatories to this Lease, other than covenants restricting the use of the Property, shall be deemed to be personal covenants only.
- 1.3 Where any party comprises more than one person or corporate body its obligations can be enforced against all or both of them jointly and against each individually.
- 1.4 Where any party comprises more than one person or corporate body its rights can only be exercised jointly.
- 1.5 A restrictive covenant or condition includes an obligation to ensure that any third party under the covenantor's actual or legal control observes such covenant or condition.
- 1.6 An obligation to comply or to guarantee compliance with any covenant or condition includes an obligation to indemnify any party incurring loss as a result of its breach.
- 1.7 Any reference to a specific Act of Parliament includes a reference to any re-enactment or amendment thereof and to any subordinate legislation, bye-law, rule, licence or registration made thereunder.
- 1.8 Any dispute relating to an obligation under this Lease to carry out (or pay toward the cost of) works of repair, maintenance or construction may be referred by either the Landlord or the Tenant to adjudication in accordance with the scheme set out in Part II of the Housing Grants, Construction and Regeneration Act 1996 and no party may commence court proceedings until 28 days after any final decision by an adjudicator under such scheme.
- 1.9 Section 196 of the Law of Property Act 1925 applies to the service of any notice given pursuant to this Lease.

### **Definitions**

- 1.10 "An Independent Expert" is a surveyor of appropriate experience nominated (in the absence of agreement between the Landlord and Tenant) by the President of the Royal Institution of Chartered Surveyors on the application of the first party entitled to apply.
- 1.11 "The Interest Rate" means the Law Society Interest Rate from time to time or such equivalent rate as the Landlord may reasonably decide should such rate be unavailable for calculation.
- 1.12 "The Landlord's Surveyor" is any professionally qualified person or firm asked by the Landlord to perform (in compliance with the requirements of such profession) a function the Landlord may delegate pursuant to this Lease.

- 1.13 "the Order" means the Town and Country Planning (Use Classes) Order 1987 as amended.
- 1.14 "Public Requirement" means a requirement made by any Act of Parliament, government department, local authority, lawful authority or competent court.
- 1.15 "Service Media" any wire, pipe, cable, optic fibre, drain, sewer or other conduit for carriage of utilities.
- 1.16 "Structure" and "structural" refers to the foundations, load bearing walls, exterior surfaces, joists, floor slabs, beams, columns and roof (but no other parts) of the building which is or includes the Property.

## **2. Property**

The Property is as defined in the Prescribed Lease Clause LR4 and the Property:

- 2.1 Comprises the whole of the Property described by the title identified in the Prescribed Lease Clause LR2.1.
- 2.2 Includes any Landlord's fixture fitting or equipment within the Property but excludes any soft furnishings, furniture and care equipment.
- 2.3 Is subject to the exceptions and reservations in favour of the Landlord and others authorised by the Landlord:-
  - 2.3.1 To enter upon the Property or any part thereof for any purpose provided for by this Lease.
  - 2.3.2 To build or alter or carry out works to any adjoining property owned or occupied by the Landlord even though the use of the Property may be temporarily diminished or obstructed or the flow of light or air to it may be reduced but without materially affecting the benefit to the Tenant of the amenity of the Property.
  - 2.3.3 To enter upon the Property or any part thereof for the purpose of surveying or making environmental investigation or otherwise assessing or assaying the Property or any part thereof including, subject to causing minimum inconvenience, the right to investigate matters latent within the Property including the right to drill bore holes or make other investigation of possible contamination of the Property and the right to remove core or other samples for analysis
- 2.4 Is subject to the rights reservations covenants and other matters referred to in the Property Register and Charges Register of the title numbers identified in the Prescribed Lease Clause LR2.1.

## **3. Term**

- 3.1 The Landlord demises to the Tenant the Property for the Term as defined in the Prescribed Lease Clause LR6.

3.2 The termination of this Lease for whatever reason shall not affect the liability of the Landlord the Tenant or any Guarantor for any antecedent breach of any covenant or condition herein contained.

3.3 Provided the Tenant shall have:-

3.3.1 Paid all rent due under this Lease, and

3.3.2 Rectified any substantial breach by the Tenant of any covenant or condition of this Lease (or offered reasonable monetary compensation for any such breach)

the Tenant has the right to terminate this Lease by giving not less than six months' prior written notice to that effect to the Landlord expiring on the second anniversary of the commencement of the Term.

3.4 The expression "the Term" shall be deemed to include any holding over by the Tenant after the contractual term date but if this Lease is subject to an agreement as mentioned in the following subclause any such holding over shall be deemed to convert this Lease into a tenancy at will comprising the covenants and conditions of this Lease so far as they are not inconsistent with such a tenancy at will.

3.5 It is agreed between the parties that sections 24 to 28 of the Landlord and Tenant Act 1954 shall not apply to this Lease and to that end the Landlord has served Notice dated 2024 and the Tenant has made a Statutory Declaration dated 2024 in the manner prescribed by section 38 of that Act.

#### **4. Rent**

The Tenant covenants to pay the Landlord as rent without deduction or set off:-

4.1 The amount of Seventy Thousand Pounds (£70,000.00) per annum (subject to review pursuant to the Rent Review provisions of clause 12 below) ("the Principal Rent") to be paid (if required by the Landlord by direct debit or standing order) by equal quarterly instalments in advance on the usual quarter days, except that the Principal Rent shall be apportioned (on an annual basis) for any period of the Term which is less than a quarter.

4.2 The Service Charge in accordance with the provisions of the Service Charge clause 6 below ("the Service Charge") to be paid within 21 days of receipt of invoice.

4.3 Interest at the Interest Rate on any rent or payments due from the Tenant to the Landlord under this Lease when more than 14 days overdue to be calculated from the due date.

4.4 Reasonable costs and expenses which the Landlord incurs:-

4.4.1 Arising from any failure of the Tenant to comply with any of its covenants or any condition herein

4.4.2 In dealing with any application by the Tenant for consent or approval whether or not it is given (including the costs of any Superior Landlord or third party)

4.5 Value Added Tax (VAT) which may be payable in respect of the Principal Rent or any other payment which the Tenant is liable to pay to the Landlord under this Lease to the intent that such Principal Rent and any payment are treated as being exclusive of all such tax which is accordingly payable in addition to and at the same time as the Principal Rent or payment to which it relates.

4.6 VAT on any payment made by the Landlord to a third party where the Tenant is liable to indemnify the Landlord for such payment (unless the Landlord is able itself to effect full recovery of such VAT in which event the Landlord shall itself render a VAT invoice for such payment to the Tenant)

## **5. Repairs and Alterations**

The Tenant covenants:

5.1 To put and keep the whole of the Property in good repair and to renew or rebuild but only where necessary in order to maintain such state of repair but the Tenant is not obliged to make good:-

5.1.1 Damage caused by an insured risk (as below defined) except where the Tenant insures jointly with the Landlord or to the extent that the insurance monies have not been paid because of any act or default of the Tenant.

5.1.2 Any inherent defect in the Property arising from defective or inadequate design, construction or installation.

5.2 To notify the Landlord forthwith of any defect in the Property of which the Tenant becomes aware.

5.3 To decorate (in the colour and to the previous standard) the interior of the Property in the third and in the final year of the Term (howsoever determined).

5.4 To decorate (in the colour and to the previous standard) the shop front of the Property and the exterior of the Property in every third and in the final year of the Term (howsoever determined).

5.5 To commence any work for which the Tenant is liable under this Lease within three months (or immediately in case of emergency) proceed expeditiously with the work and in default to permit the Landlord to do the work and to indemnify the Landlord for the cost thereof.

5.6 Not to make any structural alterations or additions to the Property or alter the external appearance of the Property except where the Tenant is obliged to carry out work arising from any Public Requirement.

5.7 To comply with any Public Requirement (whether imposed on the Landlord or the Tenant) and on termination of this Lease for whatever reason to provide to the Landlord without making any charge copies of all documentation evidencing compliance with Public Requirement and in particular, but without prejudice to the

generality of the foregoing, any asbestos survey and asbestos management plan, all fire safety records and all health and safety records in respect of the Property.

- 5.8 Not to make any other alterations to the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld) and the Landlord shall be entitled to require that detailed plans and specifications be supplied for its approval. If the Landlord gives consent the Tenant shall carry out such alterations at its expense subject to the following conditions:-

5.8.1 The alterations shall be made without delay, with proper materials and in a workmanlike manner to the Landlord's reasonable satisfaction.

5.8.2 No nuisance annoyance or damage shall be caused to the Landlord or owners or occupiers of any neighbouring property and any loss or damage shall be made good.

5.8.3 The requirements of the Landlord's insurance policy shall be met.

5.8.4 The Tenant shall indemnify the Landlord against any matter arising from the alterations and their execution.

5.8.5 The Tenant shall obtain and comply with all statutory requirements relevant to the alterations.

- 5.9 On termination of this Lease for whatever reason to:-

5.9.1 Return the Property to the Landlord in the state and condition which this Lease requires the Tenant to keep it.

5.9.2 Remove any Tenant's fixtures from the Property making good any damage so caused.

5.9.3 Remove all Tenant's possessions from the Property and leave the same vacant.

5.9.4 (If the Landlord so requires in writing) restore the Property to the condition in which it would have been if any alterations made by the Tenant under either this Lease or (where this lease is a Renewal) under a previous lease had not been carried out.

5.9.5 To provide to the Landlord any asbestos surveys carried out by or on behalf of the Tenant and any asbestos management plan adopted by the Tenant together with any Energy Performance Certificate obtained by or on behalf of the Tenant and any other documentation evidencing compliance with Public Requirements.

## **6. Service Charge**

The Tenant agrees to pay to the Landlord by way of Service Charge the whole of the expenditure by the Landlord under clause 11 of this Lease.



## **7. User**

- 7.1 The Tenant is permitted to use the Property only as a residential home for the elderly or such alternative use as the Landlord may in his absolute discretion from time to time approve in writing (the "Permitted User").
- 7.2 Notwithstanding the previous subclause the Property may be used for a purpose other than the Permitted User with the prior written consent of the Landlord (such consent not to be unreasonably withheld) and if such consent is withheld the Landlord shall state the reasons for his decision without unreasonable delay.
- 7.3 Where the Landlord gives consent for a change of use such change shall thereafter be deemed to be within the Permitted User.
- 7.4 The Tenant is permitted to place a sign on the Property indicating the Tenant's name and business subject to obtaining the Landlord's written consent to the nature and affixing thereof (such consent not to be unreasonably withheld) but no other signage is permitted without the Landlord's consent.
- 7.5 The Tenant covenants not to:-
  - 7.5.1 Do anything which might invalidate the Landlord's insurance policy or which might increase the premium.
  - 7.5.2 Cause nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property.
  - 7.5.3 Display any advertisement on the outside of the Property or which is visible from outside the Property unless the Landlord consents in writing.
  - 7.5.4 Overload or cause damage to any part of the Property to the Service Media supplying the Property.
  - 7.5.5 Use the Property so as to cause a breach of any Public Requirement.
  - 7.5.6 Use the Property in such a way as is dangerous offensive illegal or immoral.
  - 7.5.7 Make application pursuant to any Public Requirement in relation to the Property unless the Landlord has granted prior written consent (such consent not to be unreasonably withheld).
  - 7.5.8 Claim vacant property relief from business rates in relation to the Property.
- 7.6 The Tenant covenants to:-
  - 7.6.1 Obtain renew and continue any licence or registration which is required for the Tenant's use of the Property.
  - 7.6.2 Complete any work to the Property to comply with any Public Requirement except where the Landlord has covenanted under this Lease to complete such work.

- 7.6.3 Notify the Landlord if the Property ceases to be occupied and used either temporarily or permanently.
- 7.6.4 Not to make unreasonably excessive use of electricity water drainage gas or other utilities provided by the Landlord to the Property during this Lease.
- 7.6.5 To pay all charges for telephone or other telecommunication provided to the Property during this Lease.
- 7.6.6 arrange such inspections and to implement such works as may be required under statute or extra statutory regulation from time to time in relation to control of asbestos, fire safety, health and safety and such other responsibilities which may from time to time be imposed upon a landlord of commercial property and at the end of the Term (howsoever determined) to deliver to the Landlord without delay copies of all compliance certification and documentation in relation to such statutory or extra statutory regulations.

## **8. Access**

- 8.1 The Tenant shall permit the Landlord (or anyone authorised by him in writing) to enter the Property either on three days written notice during normal business hours or in emergency at any time to do any of the following:-
  - 8.1.1 Inspect the condition of the Property or its user.
  - 8.1.2 Carry out works to the Property which the Landlord is permitted to do under the Lease.
  - 8.1.3 Carry out works which the Landlord is required to carry out under any Superior Lease.
  - 8.1.4 Comply with any Public Requirement (whether imposed on the Landlord or the Tenant).
  - 8.1.5 View the Property with a prospective buyer tenant or mortgagee.
  - 8.1.6 Value the Property.
  - 8.1.7 Install repair alter or carry out works to any Service Media serving the Building or other neighbouring land.
  - 8.1.8 Build upon repair alter or carry out works to any other parts of the Building or other neighbouring land.
  - 8.1.9 To carry out any alteration or improvement works pursuant to the Green Deal Scheme anticipated for introduction by H M Government during the Term or any similar environmental scheme or promotion for the installation and/or improvement of any energy saving improvements or alterations to the Property
- 8.2 The Tenant covenants to give the Landlord a copy of any notice relevant to the Landlord's interest in the Property as soon as he receives it.

8.3 The Landlord is permitted during the last six months of the Term to fix a notice in a reasonable position on the outside of the Property announcing that it is for sale or to let.

8.4 In exercising any right of entry under this clause the Landlord shall minimise the inconvenience to the Tenant as is reasonably practicable, promptly carry out any such works and make good all damage caused to the Property but shall not be liable to otherwise compensate the Tenant or the Tenant's business unless the Landlord is also in breach of some other covenant or condition of this Lease.

## **9. Alienation**

9.1 The Tenant covenants:-

9.1.1 Not to share the occupation or use of, charge, hold on trust for another, part with possession, sublet, assign or otherwise alienate the Property or any part thereof except as may be permitted below.

9.1.2 Not to assign nor charge the whole or any part of the Property nor sublet the whole or any part of the Property.

## **10. Quiet Enjoyment**

The Landlord covenants with the Tenant that while the Tenant complies with the terms of this Lease that the Landlord will allow the Tenant to possess and use the Property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord.

## **11. Insurance**

11.1 The Landlord covenants:-

11.1.1 To keep the Property (excluding the Tenant's fixtures and fittings) insured in the name of the Landlord with reputable insurers.

11.1.1.1 Full reinstatement cost, site clearance, professional fees, Value Added Tax and three years' loss of rent.

11.1.1.2 Fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals, acts of terrorism, third party liability.

11.1.1.3 Any other risks reasonably required by the Landlord.

so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions ("the Insured Risks").

11.1.2 To give the Tenant at his request once a year particulars of the policy and evidence from the insurers that it is in force.

- 11.1.3 To take all necessary steps to reinstate and rebuild as soon is possible damage or destruction caused by the Insured Risks (whether or not the damage is fully insured) except that the Landlord shall not be obliged to reinstate and rebuild to the extent that the insurance money is not paid because of the act or default of the Tenant or if it is not possible for the Landlord to obtain the necessary consents to reinstate and rebuild.
- 11.2 If as a result of damage or destruction the Property, or any part of it, cannot be used for the use herein permitted: -
- 11.2.1 The Principal Rent or a fair proportion of it (and any rent free period) is to be suspended until the damage or destruction is fully made good unless the damage or destruction is caused by the act or default of the Tenant.
- 11.2.2 If it has not been fully made good within three years from the date of the damage, the Landlord or the Tenant may end this Lease by giving notice to the other to that effect in which case the insurance money shall belong to the Landlord and the Landlord's obligation to reinstate and rebuild shall cease.
- 11.3 Notwithstanding the obligations of the Landlord herein contained, the Tenant covenants with the Landlord to maintain adequate insurance to maintain any plate glass in and about the Property and covenants to apply the proceeds of any policy monies in reinstating such plate glass making good any excess or shortfall from the Tenant's own resources.
- 12. Rent Review**
- 12.1 The Principal Rent is to be reviewed on every anniversary of the commencement of the Term ("the rent review date")
- 12.2 On the rent review date, the Principal Rent is to become the new Principal Rent but only if that is higher than the rent payable immediately before that date and the new Principal Rent shall be determined by multiplying the Principal Rent by the All Items Retail Prices Index published by the Office of National Statistics (or any successor department) (the "Index") for the month preceding the relevant review date and then dividing the result by the Index for the month preceding the date of this Lease. If after the date of this Lease the Index is calculated by reference to a different base figure then the rent shall be reviewed as if that change had not occurred. Only if publication of the Index is discontinued, shall the remaining rent review clauses below apply.
- 12.3 The new Principal Rent may be agreed between the Landlord and the Tenant or (in the absence of agreement) determined by an Independent Expert nominated on an application made not earlier than three months before the relevant review date nor more than nine months thereafter (time not being of the essence) as that which a willing tenant would pay for the Property on the open market if let to him on the relevant rent review date by a willing landlord on a lease on the same terms as this Lease (disregarding the rent actually payable under this Lease but including this provision as to review) without any premium and for a period equal in length to the remainder of the Term (but excluding any contractual right of either party to effect an earlier termination) assuming that at that date: -

12.3.1 The Property is vacant and has not been occupied by a tenant or any subtenant and is fit and available for immediate occupation and use.

12.3.2 The Property is in the condition required by the lease and any damage caused by any of the Insured Risks has been made good.

12.3.3 The tenant's covenants have been fully performed and observed.

12.3.4 The Property may be used for any purpose permitted by the lease as varied or extended by any licence granted pursuant thereto.

12.3.5 Any rent free period that might be granted on a new letting to an incoming tenant is limited to a reasonable period for the tenant to fit out the Property.

and disregarding: -

12.3.6 Any effect on rent of the fact that the tenant or any subtenant is in occupation of the Property (or any neighbouring property).

12.3.7 Any goodwill attached to the Property (or any neighbouring property) by reason of the personality or way in which the business is carried out by the tenant or any subtenant.

12.3.8 Any increase in rental value attributable to any improvement to the Property carried out: -

12.3.8.1 By or at the expense of the tenant or any subtenant or their respective predecessors in title, and

12.3.8.2 During the lease or the term of any prior lease (so long as the landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the Property), and

12.3.8.3 With consent where required, and

12.3.8.4 Other than pursuant to an obligation owed to the landlord (or its predecessor in title) (except obligations arising from any Public Requirement).

12.4 A memorandum of the new Principal Rent is to be signed by the Landlord and the Tenant.

12.5 If the new Principal Rent is agreed or determined after the relevant rent review date the Tenant shall continue to pay the Principal Rent and on the next rent day after agreement or determination an adjustment shall be made reflecting the difference between the old and the new Principal Rent since the review date and interest shall be paid on that difference at 4% below the Interest Rate.

### **13. Forfeiture and Default**

13.1 This Lease shall terminate if the Landlord forfeits it by entering any part of the Property which the Landlord may do in any of the following circumstances: -

13.1.1 Payment of any rent is 28 days overdue even if it was not formally demanded.

13.1.2 The Tenant has not complied with any covenant or condition in this Lease.

13.1.3 If any person who is solely or jointly the Tenant has had presented against him a bankruptcy petition, is adjudicated bankrupt, is the subject of a voluntary arrangement for insolvency, has entered into any arrangement or composition with creditors, allowed distress or execution to be levied on his goods or has had an interim receiver of his property appointed.

13.1.4 If any corporate body which is solely or jointly the Tenant has gone into liquidation whether compulsory or voluntary (unless solely for the purpose of amalgamation or reconstruction when solvent), has had a receiver, administrative receiver, provisional liquidator or administrator appointed, has had presented against it a petition for an administration order, has had an administration order made in respect of it, has made a proposal for a voluntary arrangement for insolvency or a compromise or arrangement with creditors or has been removed from a register of companies.

13.2 In the event that any payment of rent or other money due and payable to the Landlord hereunder shall not be paid within fourteen days of the due date for whatever cause, the Tenant agrees that it will for the ensuing period of twelve months deliver to the Landlord in writing on the usual quarter days full turnover information in relation to business transacted at the Property.

13.3 In the event that the Tenant ceases to trade at the Property for any period in excess of seven days to permit the Landlord to take temporary access to the Property to film the windows, and/or to erect hoarding and/or to take such steps as the Landlord considers reasonable to make the Property appear presentable without such temporary access being treated as a surrender or agreement to accept surrender of this Lease.

### **14. Registration of lease**

14.1 The Tenant hereby covenants with the Landlord to notify the Landlord in the event that the Tenant registers this Lease or the benefit of any rights or agreements contained in this Lease at HM Land Registry and within seven days of receipt of confirmation of registration to provide to the Landlord or his solicitors official copies of the registration so effected.

14.2 In the event that the Tenant does register this Lease or any rights or agreements contained within this Lease at HM Land Registry the Tenant covenants with the Landlord that before the end of the Term the Tenant will at the cost of the Tenant apply to HM Land Registry to remove any such registration effected at HM Land Registry with effect from the end of the Term and will provide written evidence of such removal to the Landlord.

- 14.3 The Tenant hereby irrevocably appoints the Landlord as the Attorney for the Tenant to remove any registration appertaining to this Lease effected by or on behalf of the Tenant at HM Land Registry at any time after the expiration of the Term but for no other purpose PROVIDED THAT the Tenant shall indemnify the Landlord against any reasonable expenses and in particular legal fees incurred by the Landlord in such removal of registration PROVIDED FURTHER that the right of the Landlord to utilise the Power of Attorney herein contained shall not apply in the event that the Tenant shall have complied with the conditions of Clause 14.2 above
- 14.4 On expiration of the Term howsoever arising the Tenant covenants to return to the Landlord the original of this Lease or if for any reason that is impossible, a statutory declaration executed by the Tenant explaining why it is impossible so to return the original Lease.
- 14.5 This Clause shall operate and have continued operation after the expiration of the Term for the giving of effect to its content.

**15. Landlord's option to break**

The Landlord has the right to terminate this Lease by giving not less than six months' prior written notice to that effect to the Tenant expiring on the second anniversary of the commencement of the Term.

**16. Agreement to break**

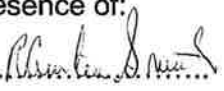
The Landlord and the Tenant agree that this Lease can be terminated at any time by mutual written agreement between the Landlord and the Tenant and any such written agreement shall stipulate the date on which this Lease shall terminate.

**17. Limitation of Liability**

The liability of Michael and Janet Holmes Pension Scheme and Michael Martin Arthur Holmes, Janet Holmes, James Jonathan Holmes and Francesca Marianne Holmes as Trustees thereof shall at all times be limited to the assets of Michael and Janet Holmes Pension Scheme.

**IN WITNESS** whereof the parties hereto have executed this Lease as a Deed the day and year first above written

SIGNED as a Deed by  
MICHAEL MARTIN ARTHUR  
HOLMES in the presence of:

Witness signature...  ..

Witness name.. ROSALIND..ANTHEA.. SMITH

Address.. ASHLAKE COPSE RD.. FISHBOURNE, I.O.W PO 33 4EY

Occupation.... RETIRED .....

SIGNED as a Deed by  
JANET HOLMES in the  
presence of:

Witness signature...  ..

Witness name.. ROSALIND..ANTHEA.. SMITH

Address.. ASHLAKE HOUSE.. ASHLAKE COPSE ROAD  
... FISHBOURNE... I.O.W... PO 33 4EY

Occupation... RETIRED .....

SIGNED as a Deed by  
JAMES JONATHAN HOLMES  
in the presence of:

Witness signature...  ..

Witness name.. ROSALIND..ANTHEA.. SMITH

Address.. ASHLAKE HOUSE.. ASHLAKE COPSE RD,  
.. FISHBOURNE... I.O.W... PO 33 4EY

Occupation... RETIRED .....

SIGNED as a Deed by  
FRANCESCA MARIANNE  
HOLMES in the presence of:

Witness signature...  ..

Witness name.. ROSALIND..ANTHEA.. SMITH

Address.. ASHLAKE HOUSE.. ASHLAKE COPSE RD  
... FISHBOURNE... I.O.W... PO 33 4EY

Occupation.... RETIRED .....