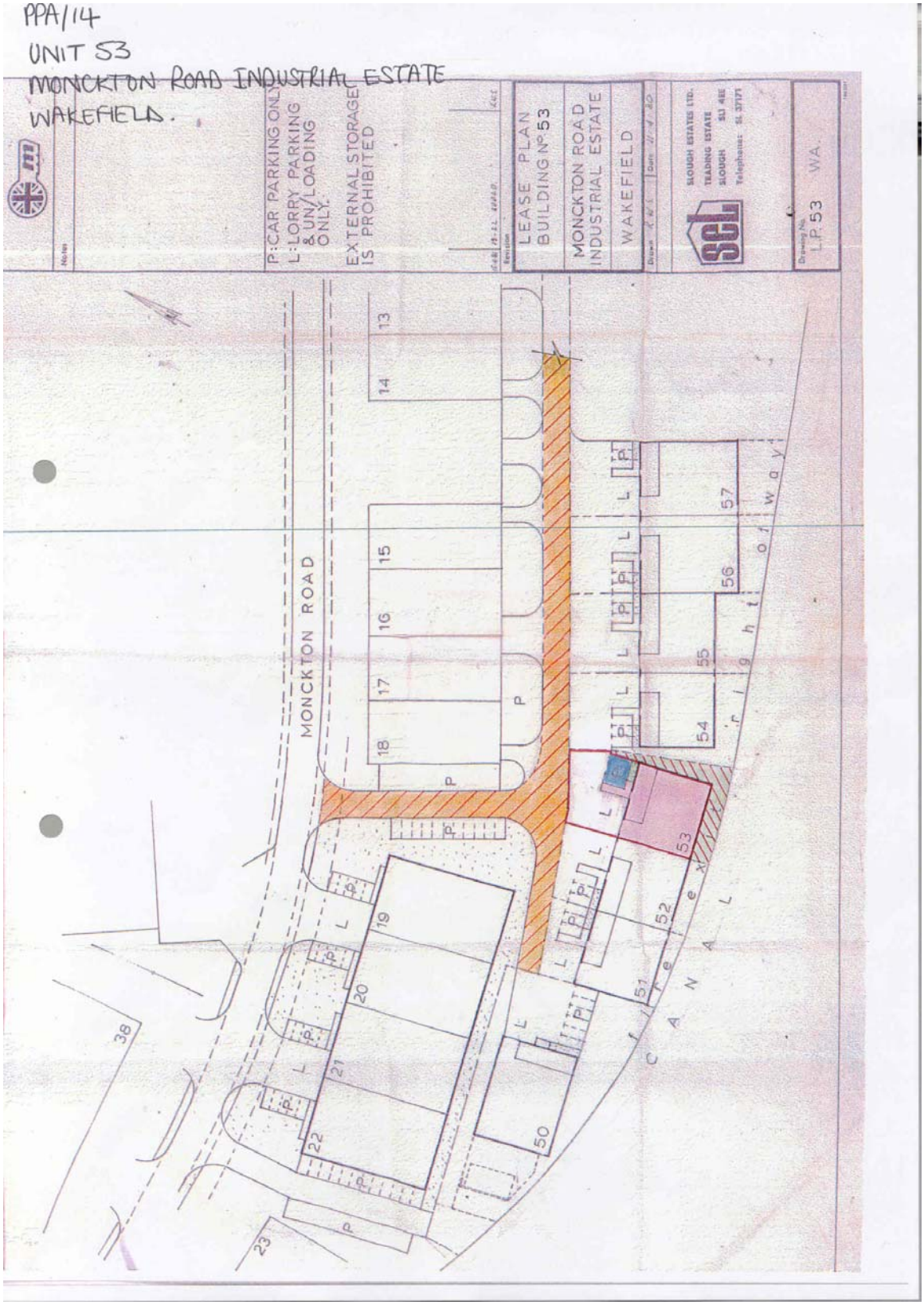
MONCKTON INDUSTRIAL ESTATE

PPA Reference	PPA/14
Tenure	Leasehold
Demised Premises	Unit 53 Monckton Road Industrial Estate Wakefield (Shown edged red on the plan)
Gross Internal Area	
Date of Lease	Not yet completed. Please note that this will be an overriding lease. On completion of the overriding lease, the old lease (still vested in Prime Catch Seafoods Limited, which is now in administrative receivership) will be surrendered. Further, negotiations are currently taking place for an assignment of the overriding lease to Cathedral Leasing Limited on completion.
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	Old
Description	Warehouse
Use	None - the property is vacant.
Registered / Unregistered	Unregistered
Landlord	Monckton Road Wakefield (No.1) Ltd and Monckton Road Wakefield (No. 2) Ltd.
Term	From date of completion to 27 June 2007.
Break Clause	None
User	Classes III, IV and X Town and Country Planning (Use Classes) Order 1972. Storage of medical records and files and office use ancillary thereto, or such other purpose for which the Landlord's prior written approval has been obtained, such approval not to be unreasonably withheld or delayed.
Rent	£14,500 payable quarterly in advance.


PPA/14
UNIT 53
MONCKTON ROAD INDUSTRIAL ESTATE
WAKEFIELD.
P: CAR PARKING ONLY
L: LORRY PARKING &UN/LOADING ONLY.
EXTERNAL STORAGE IS PROHIBITED
LEASE PLAN BUILDING No 53
MONCKTON ROAD INDUSTRIAL ESTATE
WAKEFIELD
SLOUGH ESTATES LTD.
TRADING ESTATE
SLOUGH SL3 4BE
Telephone: SL 37171
Drawing No. LP 53 WA.
MONCKTON ROAD
CANAL
Towing Path Way

Rent review	Rent review date: 24 June 2004 The revised rent will be the greater of the passing rent or the fair rack rent. Method of review: The Landlord may serve not more than 15 nor less than 6 months' notice expiring at or after the review date, requiring the rent to be increased. The current rent continues to be payable until the rent is increased in accordance with the review procedure. If the Tenant disputes the proposed review rent, it must serve a counter-notice on the Landlord within 28 days. If the reviewed rent cannot then be agreed within 3 months of the counter-notice, it shall be determined by a surveyor acting as expert who is appointed by agreement between Landlord and Tenant or, failing agreement, by the President of the Royal Institution of Chartered Surveyors. The rack rent is to be determined with the usual assumptions and disregards.
Interest on late payment	3% above the base rate of National Westminster Bank plc. Payable from the due date for payment of the rent, insurance rent or other money.
Service Charge	To pay a reasonable proportion, not exceeding 5%, of the cost to the Landlord of: a) the maintenance of the land coloured green and hatched red on the attached plan and any other common areas within the Estate; b) the repair, maintenance and lighting of the road shown coloured brown and hatched red on the attached plan or any other unadopted roads over which the Tenant is granted a right of way; and c) any other reasonable costs incurred in the proper estate management of the Estate which reasonably contribute to the general benefit of the tenants within the Estate.
Insurance	The Landlord covenants to insure the premises against the usual risks and against 2 years' loss of rent. The cost of this is charged to the Tenant as insurance rent.
Repair	The Tenant is to well and substantially repair the premises and service media.
Decoration	The Tenant is to decorate the exterior of the premises every third year from 1985 and in the last year of the term. The Tenant is to decorate the interior of the premises every fifth year from 1987 and in the last year of the term.
Alterations	There is an absolute prohibition on erection of new

	buildings. The Tenant may not make any other alterations or additions, excavations, or obstruct access to any service media, without the prior written consent of the Landlord, which is not to be unreasonably withheld or delayed.
Alienation	All dealings are prohibited save for assignments, underlettings and other dealings involving parting with possession of the whole. These dealings may take place with the Landlord's prior consent, which is not to be unreasonably withheld. Such dealings with another branch of HM Government are permitted without consent. The assignee or undertenant must be respectable and responsible. The Landlord's consent may be made subject to such conditions as a Landlord reasonably considers necessary for the purposes of proper estate management.
Tenant's Covenants	1. To observe and perform all the landlord's covenants in the original lease (dated 7 November 1983) which are not obligations of the Landlord under the overriding lease. 2. To take all reasonable lawful steps available to the Tenant to enforce the tenant's covenants in the original lease. 3. To keep well and substantially repaired the car parking area coloured blue on the plan. To keep the landscaped area coloured green on the attached plan in a clean and tidy condition. To keep the land coloured green and hatched red clean and clear as a fire escape and right of way. 4. If required by the Landlord, carry out such works which are necessary to restore the premises to their previous condition three months before the end of the term. To demolish and remove any fixtures required by the Landlord. The Tenant is to apply for any requisite planning permission. 5. To carry out all works in pursuant of any of the covenants in a good and workmanlike manner to the reasonable satisfaction of the Landlord. 6. To permit the Landlord to enter the premises to view the state of repair and condition of the premises and to inspect whether the Tenant has complied with its covenants. The Tenant must make good any breaches of covenant within three months of written notice from the Landlord. 7. To allow the Landlord access to the premises in order to do any repairs or alterations to the adjoining premises and service media. The

	Landlord is to make good any damage thereby caused. 8. Not to set up any sign on the premises without the prior written consent of the Landlord, which is not to be unreasonably withheld or delayed. 9. Not to carry on or permit any noxious or offensive trade from the premises. Not to store anything outside the demised building. 10. Not to do anything which might be a nuisance to the Landlord or any of the neighbours. 11. To comply with the regulations of the Landlord as regards good estate management. To take all necessary precautions to prevent excessive wear and tear to the roads on the estate. To use the land coloured blue on the plan only for parking of vehicles. To require the employees to park cars on the land coloured blue. 12. To comply with all reasonable requirements of the Landlord to safeguard the building against the insured risks. 13. To indemnify the Landlord against all actions, costs, expenses and claims in respect of any such contravention. To obtain the Landlords prior written consent before entering into any agreements with a local planning authority. 14. To allow the Landlord in the last three months of the term to affix a sign for re-letting to the premises. 15. To allow the Landlord to build or alter any building near the premises.
Landlord's Covenants	Subject to payment of the sums properly demanded in that respect, to use its reasonable endeavours to provide the services detailed in the service charge section above.
Rights Granted	The right in common with the Landlord to pass over the pieces of land coloured brown or brown and hatched red on the plan.
Rights Reserved	Free and uninterrupted passage of services through the service media which run in, through, under or over the demised premises.
Forfeiture	The Landlord may forfeit the lease upon: 1. The rent or insurance rent being unpaid for 21 days after becoming due; 2. Breach of any of the Tenant's covenants; 3. The Tenant suffering any distress or execution upon its goods; 4. The Tenant becoming insolvent.