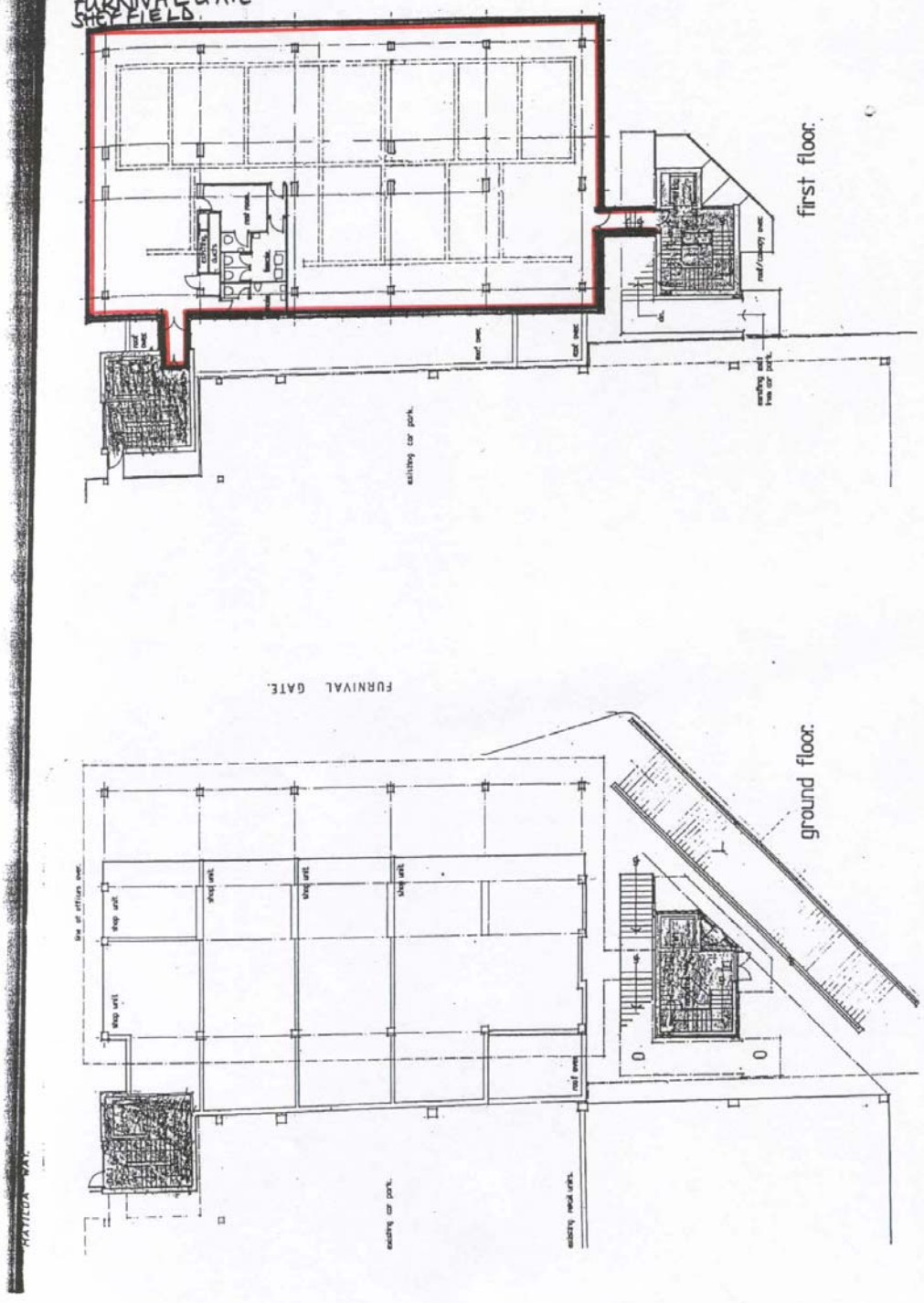
SHEFFIELD

PPA Reference	PPA/6
Tenure	Leasehold
Demised Premises	First Second and Third Floors Furnival House Furnival Gate Sheffield (Shown edged in red on Plan A and contained within the building shown edged in green on Plan B)
Gross Internal Area	
Date of Lease	1 April 1998
New or old lease for the purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Offices
Use	Processing
Registered/unregistered	Unregistered
Landlord	Furnival Estates Limited
Head Landlord	The Lord Mayor Aldermen and Citizens of the City of Sheffield
Term	10 years 1 April 1998 to 31 March 2008 Please note that the security of tenure provisions of the 1954 Act apply
Break Clause	None
User	Permitted Use: Offices and purposes ancillary thereto including canteen and staff kitchen
Rent	Initial rent until Certificate of Practical Completion: £87,500 per annum and thereafter £115,000 per annum. Payable on usual quarter days
Rent Review	Upwards only. 1 April 2003. The open market rent at the review date may be agreed in writing at any time between the landlord and tenant but if they have not agreed either party may before or after the review date by notice in writing to the other require the open market rent to be determined by the surveyor.
Interest on Late Payment	4% per year above the base lending rate of National Westminster Bank

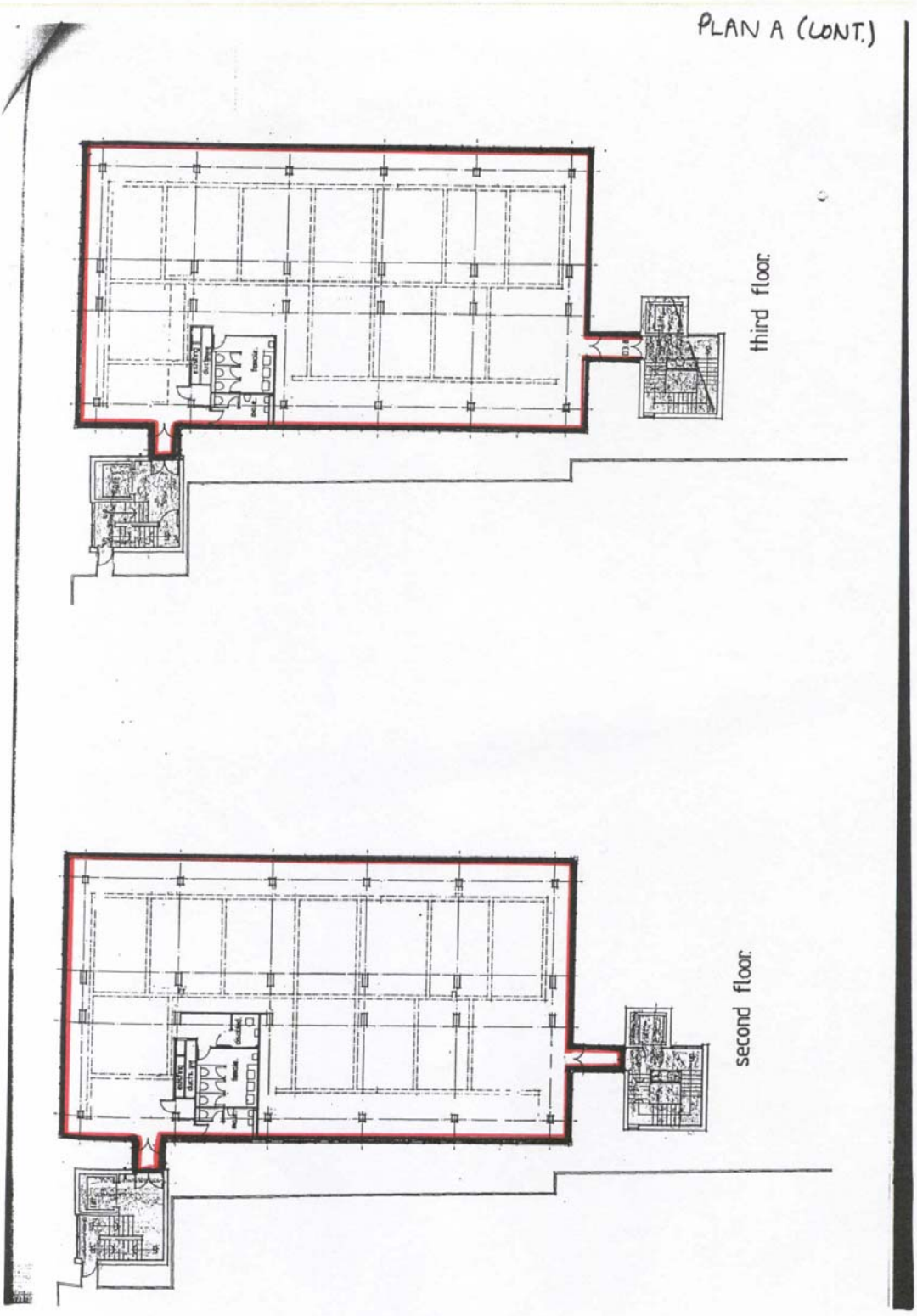
Service Charge	Tenant to pay within 20 working days of receipt of schedules from the landlord a fair proportion of the sum expended by the landlord on providing services

PPA/6
1ST, 2ND AND 3RD FLOORS
FURNIVAL HOUSE
FURNIVAL GATE
SHEFFIELD.

PLAN A

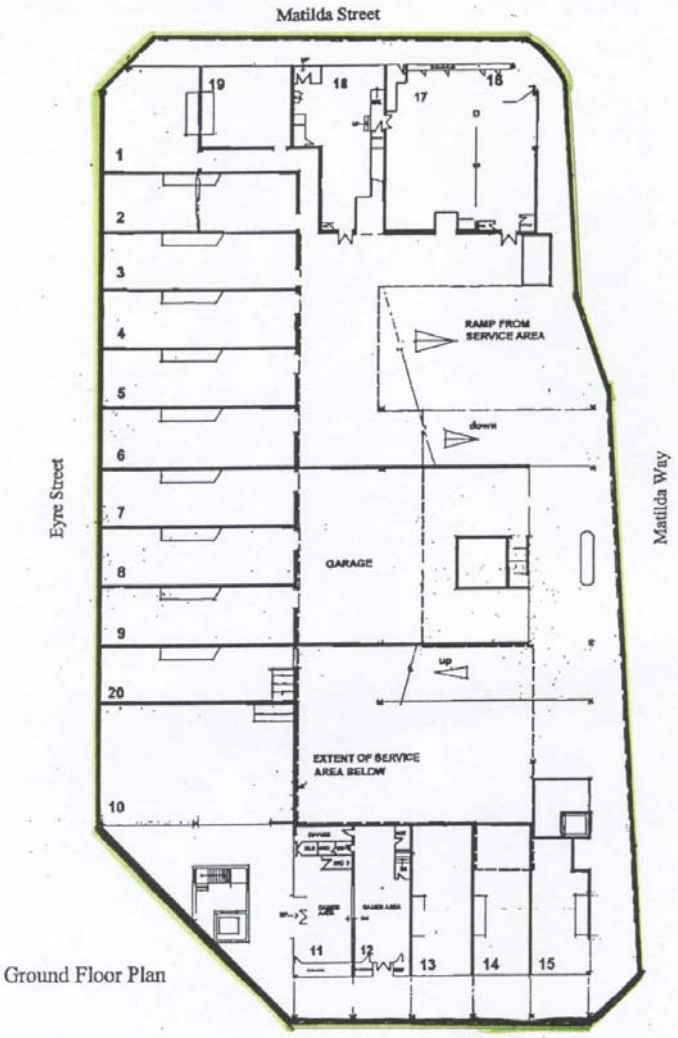


PLAN A (CONT.)



PLAN B

Furnival House, Sheffield



Ground Floor Plan

Not To Scale

Drg. No. 508/ 01

Insurance	Landlord to insure against usual risks and recover a fair proportion from tenant
Repair	1. Tenant to keep the premises and all fixtures and fittings in good and substantial repair and to replace any fixtures and fittings as necessary 2. Tenant to be responsible for and undertake all work that is the responsibility of the owner lessee or occupier of the premises in relation to conducting media boundary structures or other things in common with other property
Decoration	Interior: In the fifth year of the term and during the last three months of the term to redecorate the interior in a good and workmanlike manner with quality material (any change of colour or pattern to be approved by the landlord, such consent not to be unreasonably withheld) Exterior: Landlord's responsibility
Alterations	Structural: Not to be made without prior written consent of the landlord (not to be unreasonably withheld) Non structural: Not to be made (other than the removal of non-structural demountable partitioning) without the consent of the landlord, not to be unreasonably withheld
Alienation	Part: Absolute prohibition Whole: Not to assign, sublet or charge the premises without the prior written consent of the landlord (not to be unreasonably withheld) There are conditions to be satisfied including: i. That there are no outstanding material breaches of the tenant's repairing covenants under the lease ii. The tenant enters into an authorised guarantee agreement iii. Any assignee covenants directly with the landlord to perform all obligations under the lease iv. Any underlease must follow the terms of the tenant's lease and the main terms of the underlease must be approved by the landlord v. The rent reserved in any underlease must be the full market rent vi. No sub-tenant may create further sub-tenancies
Tenant's Covenants	1. Not to cause any land roads or pavements abutting

	the premises to be untidy or dirty and not to deposit refuse thereon 2. Not to commit any waste 3. Not to erect any pole mast aerial etc without landlord's consent 4. Not to exhibit any sign or advertisement anywhere on the premises except any sign permitted by virtue of any consent given by the landlord 5. To permit the Landlord to enter upon the premises upon 48 hours written notice to ascertain that the covenants and conditions of the lease have been observed and performed or to inspect in relation to rent review or take inventories or to view the state of repair or to construct lay down alter repair cleanse empty or maintain any conducting media 6. Not to allow to be done on the premises anything which may be or become or cause a nuisance etc 7. Not to use the premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act 8. Not to use the premises as sleeping accommodation or to keep any animal on the premises 9. To permit the landlord at any time during the last 6 months of the term (or sooner if the rents or any part of them shall be in arrear and unpaid for longer than 28 days) to enter the premises and affix a notice for reletting or to enter at anytime to affix a board saying that his interest is for sale 10. Not to stop up darken or obstruct any windows or light belonging to the premises and to take all steps to prevent any encroachment or new easement being acquired 11. Not to overload the premises 12. To ensure that all refuse is collected from the premises at regular intervals 13. To comply with any proper and reasonable request or regulation or restriction made by the landlord to facilitate the proper and efficient management of the building
Landlord's Covenants	To provide all necessary services for the running of the building and to pay the proportion of the service charge which relates to those areas not forming part of the tenant's premises
Guarantor's Covenants [when relevant]	1. That the tenant shall punctually pay the rents and observe the tenant's covenants and that if the tenant defaults, the guarantor will perform in its place

	2. If the tenant becomes bankrupt/insolvent the guarantor will take a lease for the residue of the term
Rights granted	1. Rights of free and uninterrupted passage and running of gas electricity telecommunications water rain water sewerage and any other conducting media and services to and from the premises into through and along the conducting media and of inspecting cleansing repairing maintaining and making connection and stopping up the same 2. Rights of free and uninterrupted passage on foot and vehicles over and along all the common parts within the building and any car park area 3. Rights of support for the premises from the remainder of the building 4. Rights to enter upon the remainder of the building for the purpose of exercising all or any of the rights granted to the tenant or to cleanse redecorate renew repair or maintain the premises of for the purpose of laying any wires
Rights reserved	1. The right to enter and inspect and measure the premises for all purposes connected with any pending or intended step under the 1954 Act or the implementation of the provisions for rent review 2. Rights of free and uninterrupted passage and running of all services to and from the adjoining property through and along conducting media and of inspecting cleansing repairing maintaining and making connection to and stopping up the same 3. Subject to the quiet enjoyment obligation rights to use develop rebuild extend increase alter or reconstruct any adjoining property of the landlord for such purpose and to such extent and generally in such manner as the landlord shall think fit 4. Rights to enter to cleanse decorate renew repair or maintain any adjoining property or to lay pipes wires etc or to be able to undertake any of the other reservations 5. Rights to affix/install on the outside of the premises any wires cables brackets or other attachments for or in connection with telephone wireless television or radio-diffusion or any signs advertisements or other articles where there are parts of the building occupied by someone other than the tenant 6. The right to erect scaffolding for the purpose of repairing cleaning maintaining or reconstructing the exterior and/or the roof of the building of

	which the premises forms part
Forfeiture	If the rents are outstanding for 21 days after becoming due or there is a breach by the tenant or the guarantor of any term of the lease or the tenant becomes insolvent or enters into any arrangement for the benefit of its creditors or abandons the property the landlord may re-enter and the term will cease absolutely but without prejudice to any rights or remedies which may have accrued to the landlord against the tenant or the guarantor in respect of any breach of a term of the lease