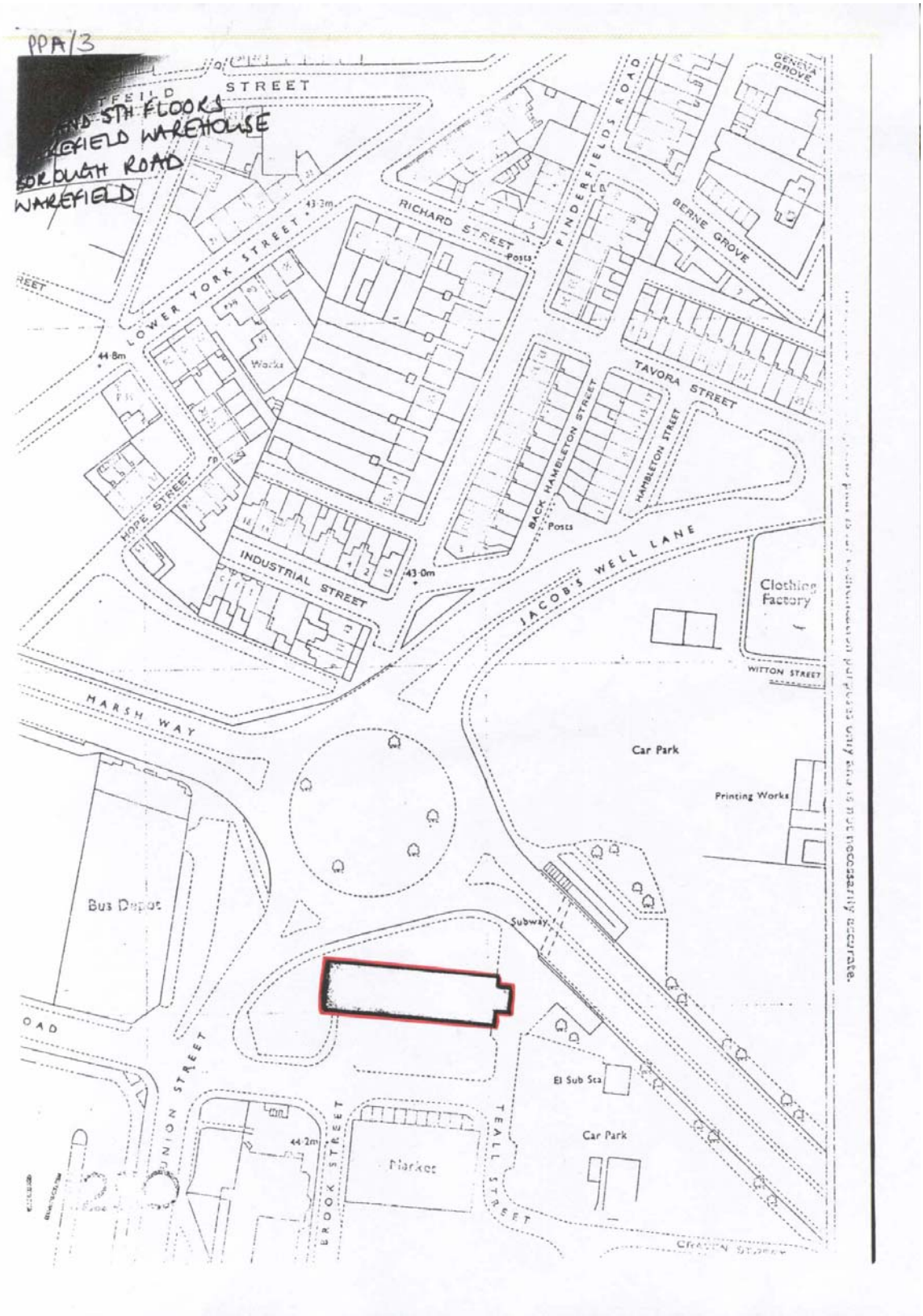
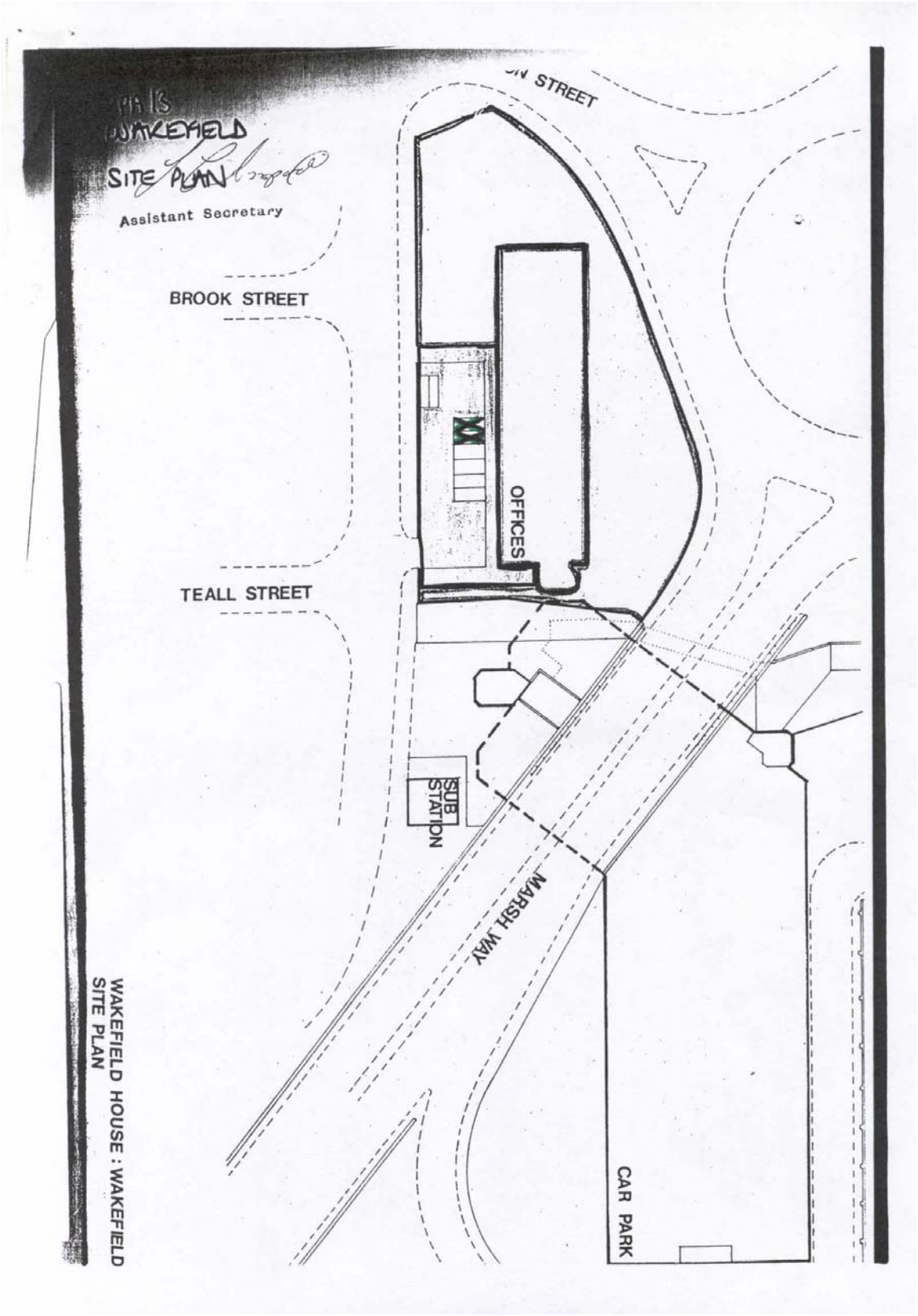
WAKEFIELD HOUSE

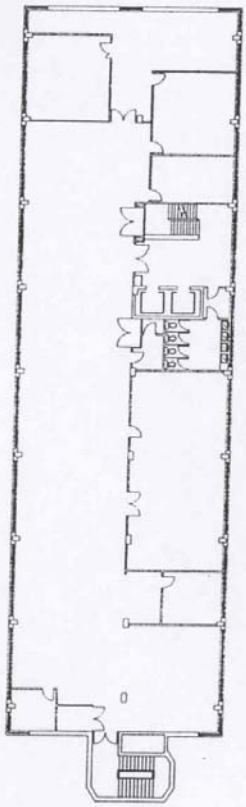
PPA Reference	PPA/3
Tenure	Leasehold (underlease)
Demised Premises	Fourth and Fifth Floors Wakefield House Borough Road Wakefield (Shown edged in red on the plan)
Gross Internal Area	
Date of Lease	23 November 2000
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Offices
Use	Processing
Registered / Unregistered	Unregistered
Current Landlord	Ibrend Limited
Term	10 years from 22 November 2000 to 21 November 2010. The security of tenure provisions of the Landlord & Tenant Act 1954 apply
Break Clause	The Lease contains a Tenant's right to break on the expiry of the fifth year of the term by giving not less than six months' prior written notice. On the day before the date of determination the Tenant must pay a premium of £67,629.50 plus VAT.
User	Premises only to be used as offices (with ancillary paper storage) within Class B1(a) of the Town & Country Planning (Use Classes) Order 1987
Rent	£135,259 per annum payable in advance on the usual quarter days

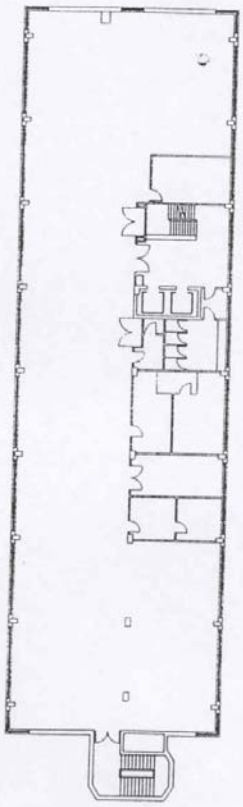

PPA/3
STH FLOORS
WAREHOUSE
ROAD
WAKEFIELD
STREET
RICHARD STREET
PINDERFIELDS ROAD
GENISTA GROVE
BERNE GROVE
LOWER YORK STREET
43·3m
44·8m
Works
TAVORA STREET
HAMBLETON STREET
BACK HAMBLETON STREET
Posts
HOPE STREET
INDUSTRIAL STREET
43·0m
JACOB'S WELL LANE
Clothing Factory
WITTON STREET
MARSH WAY
Car Park
Printing Works
Bus Depot
Subway
UNION STREET
BROOK STREET
44·2m
Market
TALL STREET
El Sub Sta
Car Park
CHAPEL STREET


WAKEFIELD
SITE PLAN
Assistant Secretary
BROOK STREET
TEALL STREET
OFFICES
SUB STATION
MARSH WAY
CAR PARK
WAKEFIELD HOUSE : WAKEFIELD
SITE PLAN

PPA/3

4TH AND 5TH FLOORS
WAKEFIELD HOUSE
BOROUGH ROAD
WAKEFIELD





PRESCRIPTION PRICING AUTHORITY

WAKEFIELD LIBRARY DRAWINGS

FOURTH & FIFTH FLOORS FLOOR LAYOUT

Cadogan Consultants

1 : 250

3/W020/12/4-5/01

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Rent review	Rent review date: 22 November 2005 The Lease contains an upwards only rent review and the open market rent is determined using the usual assumptions and disregards. Method of review: If the open market rent has not been agreed by the rent review date then either party may require it to be determined by an independent surveyor acting as an expert.
Interest on late payment	3% above the base rate of Lloyds TSB Bank plc on any rents which are not paid 14 days after becoming due
Service Charge	The Tenant is to pay a fair and reasonable proportion of the service charge costs incurred by the Landlord
Insurance	Landlord to insure the building against the usual risks including loss of rent for three years and the Tenant is obliged to pay the whole of the costs incurred by the Landlord in insuring against loss of rent and a fair and proper proportion of all other insurance costs incurred by the Landlord in relation to the building.
Repair	The Tenant is to keep the premises in good and substantial repair and condition. Further, the Tenant must keep the premises in a clean and tidy condition and keep the interior of the windows clean.
Decoration	The Tenant must decorate the premises in every fifth year of the term and in the last three months of the term. The colours used during any redecoration in the last year of the term must first be approved by the Landlord, such approval not to be unreasonably withheld or delayed.
Alterations	All structural alterations or additions to the premises are prohibited and the Tenant is prohibited from uniting the premises with any adjoining premises. However, the Tenant may make internal non-structural alterations or additions to the premises with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. The consent of the Landlord is not required for the erection of non-structural demountable partitioning.
Alienation	All dealings with the premises are prohibited save for assignments of the whole, underlettings of the whole, underlettings of the whole of the fourth or fifth floor of the premises or charging of the whole of the premises, which may take place with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed. Further, the Tenant may share occupation

	of the premises with a group company provided that prior written notice of such arrangement is given to the Landlord, no exclusive occupation is granted to the group company, no relationship of Landlord and Tenant exists and any such sharing arrangement is terminated if the group company ceases to be a member of the same group. 1. Assignments: The Landlord may withhold its consent to an assignment in the following circumstances:- (a) the rents have not been paid up to date; (b) the Tenant has not materially complied with the tenant's covenants; (c) in the reasonable opinion of the Landlord, the proposed assignee is not of sufficient financial standing to enable it to comply with the tenant's covenants; (d) where the proposed assignee is a group company, if, in the Landlord's reasonable opinion, the proposed assignee is less likely to be able to comply with the tenant's covenants – such likelihood is to be judged by reference to the Tenant's financial strength together with that of any surety and any other security as at the date of the Lease or date of assignment of the Lease to the Tenant; and (e) the proposed assignee is entitled to claim diplomatic or sovereign immunity. Further, the Landlord can impose the following conditions:- (a) the proposed assignee provides a surety or other security reasonably acceptable to the Landlord; (b) the surety enters into an agreement with the Landlord containing the surety covenants as set out in the Lease with such amendments as the Landlord may reasonably require; (c) the Tenant and, if the Landlord requires, any surety or former tenant enters into an authorised guarantee agreement; and (d) that the Landlord may revoke its consent if at any time before the assignment any of the circumstances listed above apply. 2. Underlettings

	The proposed undertenant and, if the Landlord reasonably requires, any surety must enter into a direct covenant with the Landlord to comply with the obligations of the undertenant in the Underlease and, in the case of the surety, guarantee the performance of the undertenant's covenants. The Lease contains various restrictions on the terms of any underlease including:- (a) the rent must not be less than the open market value of the underlet premises and must be without fine, premium of other consideration; (b) the underlease must contain review provisions which correspond with those in the Lease if the underlease is for a term of more than five years; (c) a covenant not to deal with the premises other than an assignment or underletting of the whole with the prior written consent of the Tenant and the Landlord; and (d) that it will be contracted out of the security of tenure provisions of the 1954 Act.
Tenant's Covenants	1. To pay a fair proportion of the costs incurred by the repair, maintenance and replacement of any service media which serve the premises and any party walls, fences etc the use of which is common to the building and other land. 2. To pay the costs incurred by the Landlord in maintaining, repairing and replacing any service media which exclusively serve the premises. 3. To remove all waste or offensive materials and articles from the premises as often as necessary and pending their removal to keep them in suitable and sufficient receptacles on the premises. 4. To commence repairs within one month of receipt of a notice from the Landlord requiring repair and complete such work within the time reasonably required by the Landlord. If the Tenant defaults in this obligation then the Landlord may carry out the work and the Tenant will be responsible for the Landlord's reasonable costs properly incurred. 5. Not to display any signs etc visible from outside the premises, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. 6. Not to use the premises for any illegal, immoral, dangerous or offensive purpose or for anything which may cause a nuisance, damage or

	disturbance and not to allow any person to reside at or sleep on the premises. 7. Not to overload any part of the premises, the common parts or the service media which serve the premises. 8. Not to use the premises or the common parts for any political meeting, public show or sale by auction. 9. To comply with the Landlord's reasonable regulations with regard to the use of the common parts and not to obstruct or hinder the use of the roads, service yards and parking areas serving or within the building. 10. Not to access the building on foot or with vehicles except over the land coloured brown on the lease plan. 11. To pay all additional costs reasonably incurred as a result of the Tenant having 24 hour access to the premises. 12. Not to park any vehicles in front of the building except in the spaces marked "X" on the lease plan. 13. To permit the Landlord to enter the premises on 48 hours' prior notice (except in an emergency) for the purpose of inspecting the premises, taking inventories, undertaking works to the service media which pass through the premises, undertaking works to the remainder of the building or any adjoining or neighbouring property etc. 14. Not to keep any article or thing which may be or become dangerous, offensive, combustible, inflammable, radioactive or explosive. 15. Not to discharge into any service media any oil, grease or other noxious or deleterious effluent or substance which may cause obstruction or be a source of danger. 16. At the end of the term, to remove all alterations or additions, fixtures and fittings and signs or fascias in the premises and make good any damage caused by their removal to the reasonable satisfaction of the Landlord. Further, the Tenant must give to the Landlord the original copy of any health and safety file. 17. To indemnify the Landlord against all costs, damages and expenses properly incurred as a consequence of the following:- (a) any breach of the tenant's obligations;

	(b) any injury to or death of any person, damage to any property, the infringement, disturbance or destruction of any right or easement by reason of the state of repair and condition of the premises (to the extent that the Tenant is liable for such repair and condition under the Lease) or the use of the premises; (c) any taxes, charges or other assessments payable in respect of any change of use or works carried out by the Tenant permitted by or by reason of the Lease; and (d) any liability incurred by the Landlord to any third party whose property has been sold by the Landlord once the Tenant has vacated the property in the mistaken belief that the property belonged to the Tenant. 18. To supply the Landlord, within three days of receipt, a copy of any notice or order received by the Tenant from any competent authority, to take all necessary steps to comply with such notice or order as soon as reasonably practicable and, at the request and cost of the Landlord, to make or join with the Landlord in making objections or representations against or in respect of the notice as the Landlord shall reasonably require. 19. Not to obstruct any window or light or abandon any easement enjoyed by the premises. 20. To notify the Landlord as soon as reasonably practicable of any act which may result in the acquisition of any easement over the premises and to take such action as is necessary to prevent that acquisition. 21. To give to the Landlord notice of any defects in the building which come to the Tenant's attention and may give rise to an obligation of the Landlord under statute or common law. 22. Not to claim or accept any assessment for void or unoccupied rating relief during the last two months of the term. 23. To observe and perform the obligations imposed on the Landlord in respect of the premises arising from the entries referred to in the Landlord's title, Title Number WYK122654. 24. To give to the Landlord on request details of all occupiers of the premises and their terms of occupation. 25. During the last nine months of the term or at any

	time where the Landlord proposes to dispose or charge its interest, to permit the Landlord to fix a notice on the premises advertising the proposed disposal of the building. 26. To provide a new surety where the existing surety becomes insolvent or considers a voluntary arrangement. 27. Not to do anything which may increase the insurance premium or cause the insurance policy to become void or voidable. 28. To comply with the requirements of the insurers in relation to the building and the common parts and to give notice to the Landlord of any matters which may give rise to a claim under the insurance policy. 29. Not to obtain double insurance for the premises.
Landlord's Covenants	Please refer to the Schedule of Leasehold Assumptions.
Rights Granted	1. The right of support for the premises from the building. 2. The right to use the service media in the building which serves the premises. 3. The right to use the common parts of the building for their proper purposes. 4. The right to park no more than two motor vehicles in the car parking spaces shown marked "X" on the lease plan. 5. The right to enter other parts of the building as is reasonably necessary for carrying out repairs to the service media which form part of the premises provided that the Tenant gives reasonable prior notice to the Landlord and any relevant occupier (except in an emergency), causes as little damage as reasonably possible, makes good all damage caused to the reasonable satisfaction as the Landlord and the relevant occupier and complies with the reasonable requirements of and causes the minimum of inconvenience to the occupiers of the other relevant parts of the building. 6. The right to place a sign on the outside doors of the premises indicating the name and business of the Tenant in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed.
Rights Reserved	1. All rights of light or air. 2. The right to free and uninterrupted passage of services through any service media which form part of or pass through the premises.

	3. The right to deal with any adjoining or neighbouring premises in such manner as the Landlord thinks fit provided that this does not materially interfere with any right of light, air or other easement enjoyed by the premises or cause any nuisance or inconvenience to the occupier of the premises. 4. The right to enter the premises on at least two days' prior written notice (except in an emergency) to inspect, repair etc any wall forming the boundaries of the premises and any service media forming part of or serving or passing through the premises provided that the Landlord makes good any physical damage caused to the premises. 5. The right of support from the premises for the remainder of the building. 6. The right to enter the premises having given the prior notice required by the Lease for any purposes mentioned in the Lease. 7. The right to build on and to maintain, repair, decorate, replace and renew any other parts of the building or any adjoining land or buildings of the Landlord in such manner as the Landlord may think fit.
Forfeiture	The Landlord may forfeit the Lease by re-entry if:- (a) any rents remain unpaid for 21 days after becoming due; (b) there is a breach of any of the other Tenant's obligations in the Lease; and (c) if the Tenant becomes insolvent or has a meeting to consider a voluntary arrangement.