GUARDIAN HOUSE

PPA Reference	PPA/16
Tenure	Leasehold
Demised Premises	Ground (part) and First Floors Guardian House Cronehills Linkway West Bromwich (Shown edged red on the attached plan)
Gross Internal Area	
Date of Lease	20 January 1999
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Offices
Use	Offices
Registered / Unregistered	Unregistered
Landlord	Patime Limited
Term	10 years from 20 January 1999 to 19 January 2009
Break Clause	1. Tenant's break date: 19 January 2004 2. If the tenant wishes to give up possession of the premises and determine the lease, then it may do so on the break date but without prejudice to any rights or remedies which may have accrued to either party in respect of any breach of any covenant provided that a) it has given not less than 6 months written notice b) it delivers up vacant possession of the premises on the date of determination free of any interest, estate or occupation of and any incumbrances created by the tenant or any person deriving title under the tenant
User	1. The tenant may use the first floor as office and the ground floor as offices and/or ancillary use 2. The tenant may not use the premises to provide services to visiting members of the public
Rent	£101,125 per annum payable in equal quarterly installments on usual quarter days
Rent review	1. Review date: 20 January 2004 2. Upwards only rent review with usual assumptions and disregards

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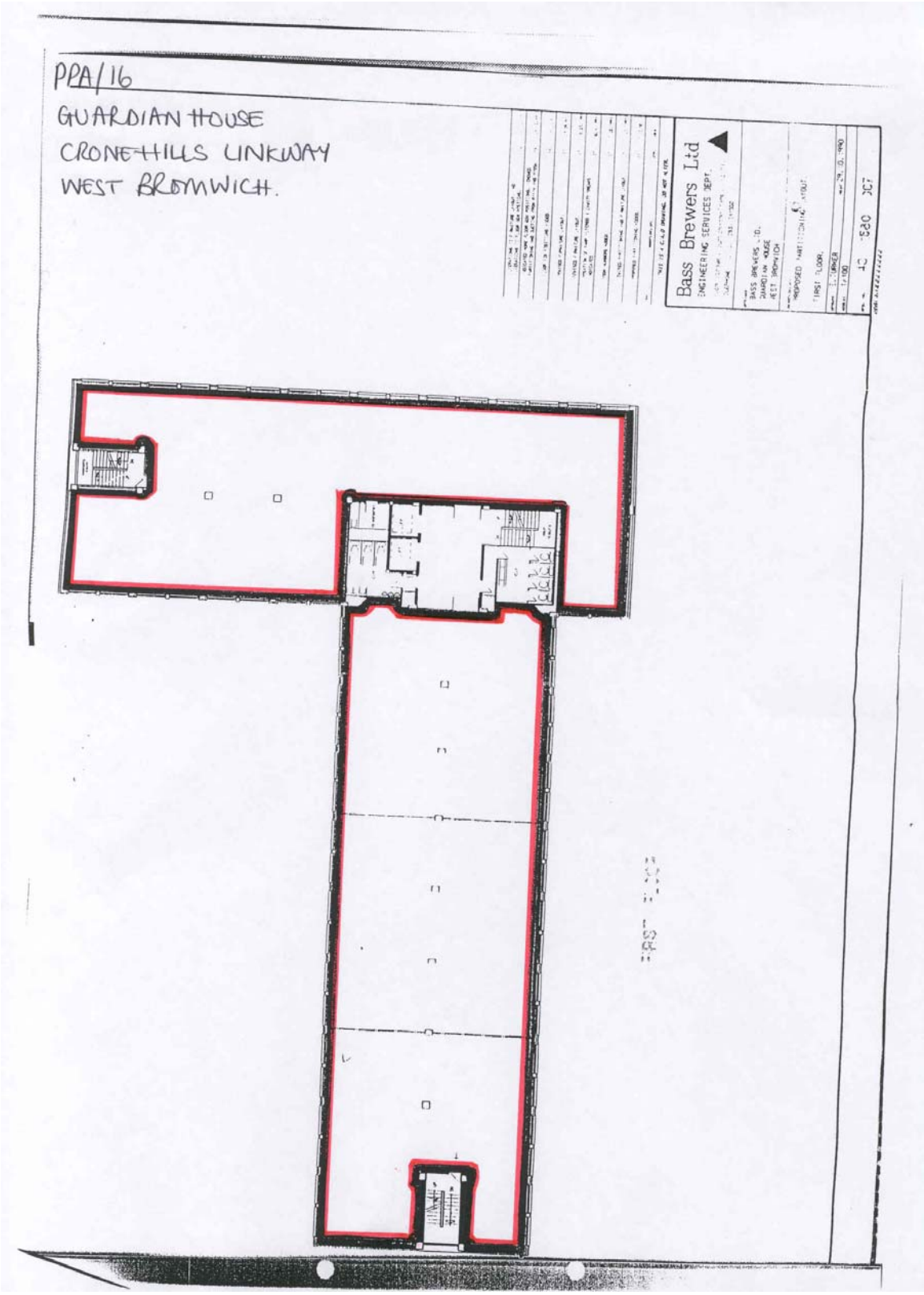
CRONEHILLS LINKWAY
WEST BROMWICH.



PPA/16

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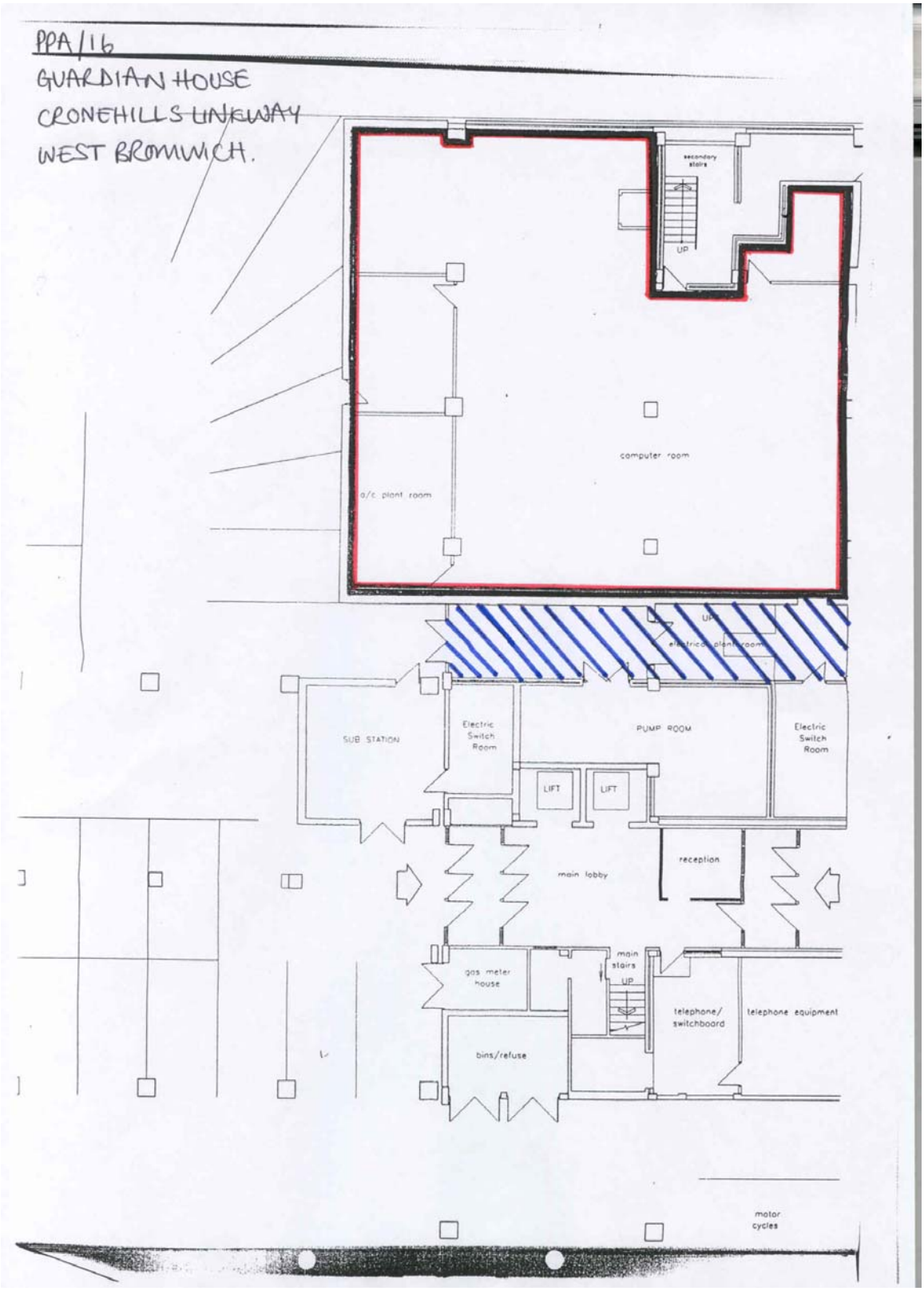
CRONEHILLS ~~LINKWAY~~

WEST BROMWICH.



Interest on late payment	4% per annum above the base lending rate from time to time of National Westminster Bank plc
Service Charge	1. The cost of the service charge is the amount spent by the landlord in providing the services as well as 32.85% of the landlord's cost of discharging its insuring obligations 2. The estimated cost of one quarter of the year's service charge is payable in advance on usual quarter days 3. Landlord is to provide and recover the cost of keeping the roof, foundations, walls structural parts, structure and exterior of the property, the common parts, service media, plant and machinery, heating, and hot water in good repair and decoration (and the provision of staff to ensure the day to day running of the property) and will prepare accounts showing the expenditure
Insurance	1. Landlord to keep the landlord's property (including plant) insured against usual insurable risks for a sum equal to the full cost of reinstatement 2. Landlord to cause all moneys received by virtue of any insurance to be laid out in rebuilding and reinstating 3. Landlord to produce to tenant on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid and to keep the tenant informed of any material variation in the policy 4. Tenant not to knowingly breach the terms of any insurance policy and to comply with all requirements and recommendations of the insurers of which the tenants has actual notice or to do anything which may vitiate any such insurance 5. Tenant to pay to the landlord an amount equal to the insurance monies which are rendered irrecoverable or the part which is reduced due to any vitiation of the insurance on account of any act or default on the part of the tenant or anyone on the premises with his authority 6. Tenant to pay to the landlord any increased or extra premiums payable for the insurance by reason of any act or omission in breach of the terms of the lease or by reason of the use of the premises
Repair	1. Tenant to keep the whole of the premises (including such of service media which form part of and exclusively serve the premises as well as all

	fixtures and fittings) in good and substantial repair and condition and to clean 2. To keep all the carpets in good repair and to replace with carpets of a similar quality, colour and pattern to those originally demised as needed 3. Landlord is to keep the roof, foundations, walls, structural parts, structure and exterior of the landlord's property and the common parts and the service media in good repair and condition
Decoration	Interior: Tenant to decorate the interior of the premises: a) in every fifth year of the term and b) immediately before the expiry of the term (using only materials previously approved by the landlord such approval not to be unreasonably withheld) Exterior: Landlord's responsibility
Alterations	1. Tenant is not to make any alterations or additions to the premises whatsoever (either internally or externally) nor demolish the whole or any part of the premises except that the tenant may carry out internal non-structural alterations with the landlord's prior written consent (not to be unreasonably withheld) 2. If permission is given for any alterations, there are conditions to be complied with including that the tenant reinstates the premises to the condition they were in before the alterations and makes good all consequential damage prior to the end of the lease 3. Tenant not to make any alterations or additions to the electrical installation in the premises without the landlord's prior written consent (not to be unreasonably withheld) 4. Tenant not to fix to the outside of the premises any bracket, aerial, fixture, wire or other similar apparatus without obtaining the landlord's written consent and approval of the proposed siting/fixing 5. It is not necessary to obtain the landlord's consent for the erection, alteration or removal of any non-structural demountable partitions which are not affixed to the premises
Alienation	1. Tenant is not to charge the whole or any part of the premises without the landlord's prior written consent (not to be unreasonably withheld in the case of a bona fide financing arrangement) 2. Not to assign, underlet or part possession or occupation or grant licences or franchises to use or

	occupy the whole or any part of the premises nor to permit any undertenant to do so except if the tenant has obtained the landlord's written consent it may: a) assign the whole of the premises b) underlet the whole of the premises c) underlet a permitted part of the premises provided however that there shall not at any one time be more than two underlettings in existence in respect of the premises d) permit the assignment of the whole of the interest comprised in an underlease of the whole or a permitted part of the premises NB. There are several grounds upon which refusal of consent will not be considered unreasonable including good estate management; the procurement of guarantors; procurement of a direct covenant to perform all covenants in tenant's own lease; the entering into of an authorised guarantee agreement There are also conditions which must be fulfilled on the grant of an underlease including that the rent must be the higher of the then full market rent or the rent currently paid; no fine or premium must be taken; the underlease must be in a form approved by the landlord containing covenants similar to those in the tenant's own lease
Tenant's Covenants	1. To clean the inside of all the windows as often as reasonably necessary and at least once a month 2. To permit the landlord after 7 days previous written notice to enter and examine the condition of the premises 3. To permit the landlord to serve a notice specifying any breaches of covenant and requiring the tenant to remedy them and if it fails to do so to, to permit the landlord to undertake the works and recover the cost from the tenant 4. To permit the landlord after 7 days written notice (except in case of emergency) to: a) execute repairs or alterations to any other part of the landlord's property or connect pipes, ducts, wires, cables, sewers, drains, watercourses, mains, gutters and other media necessary into the service media b) carry out the landlord's services c) exercise without interruption or

	interference any of the rights reserved (causing as little inconvenience as possible and making good all damage) 5. Not to allow to pass into the service media any deleterious substance which will harm the service media and if any harm is caused to repair it 6. Not to obstruct the free passage of the services through the service media and not to damage the service media in any way 7. Not to do anything which would remove support from the landlord's property or any adjoining land, buildings or structures or endanger the landlord's property or such land, buildings or structures in any way 8. Not to display any sign, advertisement or similar on the outside of the premises except a sign bearing the name of the tenant and the nature of the business carried on at the premises in a manner, location and design approved by the landlord 9. Not to display any sign or similar on the inside of the premises so as to be visible from outside unless approved by the landlord 10. To allow the landlord or its agents to enter the premises after 48 hours written notice and to fix on any appropriate part of the premises agreed with the tenant a notice board for re-letting or selling the premises and not to remove or obscure the notice board 11. To allow persons authorised in writing by the landlord or its agents to view the premises at reasonable hours in the daytime without interruption after not less that 25 hours' written notice 12. To place all waste matter in properly covered dustbins and to comply with all reasonable requirements of the landlord relating to waste 13. Not to leave any goods or refuse on or in any way obstruct the common parts 14. Not to park any vehicle on the landlord's property other than in the parking spaces designated for the tenant's use and not to obstruct the accessways 15. Not to overload the premises or keep anything dangerous on them 16. Not to allow any auction to be held on the premises 17. Not to play any live or recorded music which is audible outside the premises 18. Not to sleep or allow any person to sleep on the

	premises and not to permit the premises to be used for residential purposes
Landlord's covenants	1. The levels of heating and air conditioning in the unused areas shall not exceed the minimum levels required from time to time to avoid damage to the landlord's property and/or the system itself. 2. To insure 3. To supply the services and keep the roof, foundations, walls, structural parts and exterior of the building, the service media and the common parts in good repair and condition.
Rights Granted	1. A right of way to and from the premises and the common parts over, along and through the accessways to the public highway provided that the landlord may alter, stop-up or re-route the accessways or any part of them at any time during the term after seven days written notice to the tenant subject to the landlord leaving reasonable adequate alternative means of access to and from the premises and the common parts and subject also to access to the delivery/loading bay on the ground floor of the premises remaining unimpeded 2. The right to deposit normal non-toxic rubbish in receptacles to be provided by the landlord 3. The free and uninterrupted use of the service media not included in the premises provided that the landlord may later, stop-up or re-route the service media or any part of them at any time during the term after seven days written notice to the tenant subject to the landlord leaving reasonable adequate alternative service media 4. The right to part 30 cars or light vehicles in the spaces in the car park at the landlord's property from time to time designated by the landlord for that purpose 5. The right in emergency only to pass on foot through the landlord's property via any fire escape door or corridor leading through the landlord's property and to use any emergency staircases attached to or enjoyed by the landlord's property 6. Full rights of support and protection for the premises from the remainder of the landlord's property 7. The right to use the lifts in the landlord's property 8. The right to use the common parts as appropriate 9. The right to enter at all reasonable times after seven days written notice to the landlord (save in case of emergency) upon any other part of the landlord's property for the purpose of executing

	repairs for which the tenant is liable under the lease to the premises or to any service media or equipment or units providing services to the premises or for the purposes of complying with any other obligations imposed upon the tenant by this lease the tenant making good forthwith any damage thereby caused 10. The right to use the access road
Rights Reserved	1. Right to enter the premises at all reasonable times after seven days written notice (save in case of emergency) with agents and appliances to exercise any of the rights or carry out the landlord's services causing as little inconvenience as reasonably practicable and making good all damage caused 2. Right to build on, alter, add to, redevelop or extend the landlord's property of which the premises forms part or any buildings standing on any adjoining or neighbouring property belonging to the landlord at any time during the term provided that all access of light and air to the premises and its lights, windows and openings shall not be unreasonably affected 3. The free and uninterrupted use of the service media and the right to enter the premises at all reasonable times after reasonably written notice (save in case of emergency) to make connection with, clean, alter, renew, repair, replace or inspect the service media or any of them as the landlord shall require the person or persons exercising such rights causing as little inconvenience as reasonably practicable and making good all damage to the premises caused in the exercise of the rights to the reasonable satisfaction of the tenant 4. Right to enter the premises at all reasonable times after reasonable written notice (save in case of emergency) with agents and appliances and others as often as may be necessary to inspect, repair, maintain, cleanse, decorate or renew the landlord's property or any other adjoining premises of the landlord but only in so far as such works cannot otherwise be reasonably carried out without such entry (including the right if necessary to erect and maintain scaffolding for the purpose of repairing or cleaning the exterior of the landlord's property or any such adjoining property notwithstanding that such scaffolding may temporarily interfere with the access to or enjoyment and use of the premises) the person or persons exercising such

	rights causing as little inconvenience as reasonably practicable and making good all damage to the premises caused in the exercise of the rights to the reasonable satisfaction of the tenant 5. Full rights of support and protection from the premises for the remainder of the landlord's property and any adjoining or neighbouring land and buildings 6. The right in emergency only to pass on foot through the premises via any fire escape door or corridor leading through the premises 7. Rights of light and air and all other easements and rights now or at anytime during the term belonging to or enjoyed by the landlord's property and all other adjacent or neighbouring land or buildings belonging to or occupied by the landlord
Forfeiture	Events justifying re-entry: a) rent being in arrears for 21 days b) tenant being in breach of any covenants c) the distress or process of execution being levied on the good of the tenant d) tenant becoming bankrupt/going into liquidation or making any arrangement for the benefit of creditors or entering into any agreement or making any arrangement with creditors for the liquidation of its debts Provided that where the landlord has notice of any charge over the premises it may not exercise its right of re-entry without having first given the chargee one month's notice specifying the nature of the breach complained of and its intention to re-enter and the chargee has not in response procured the making good or remedying of the breach complained of.