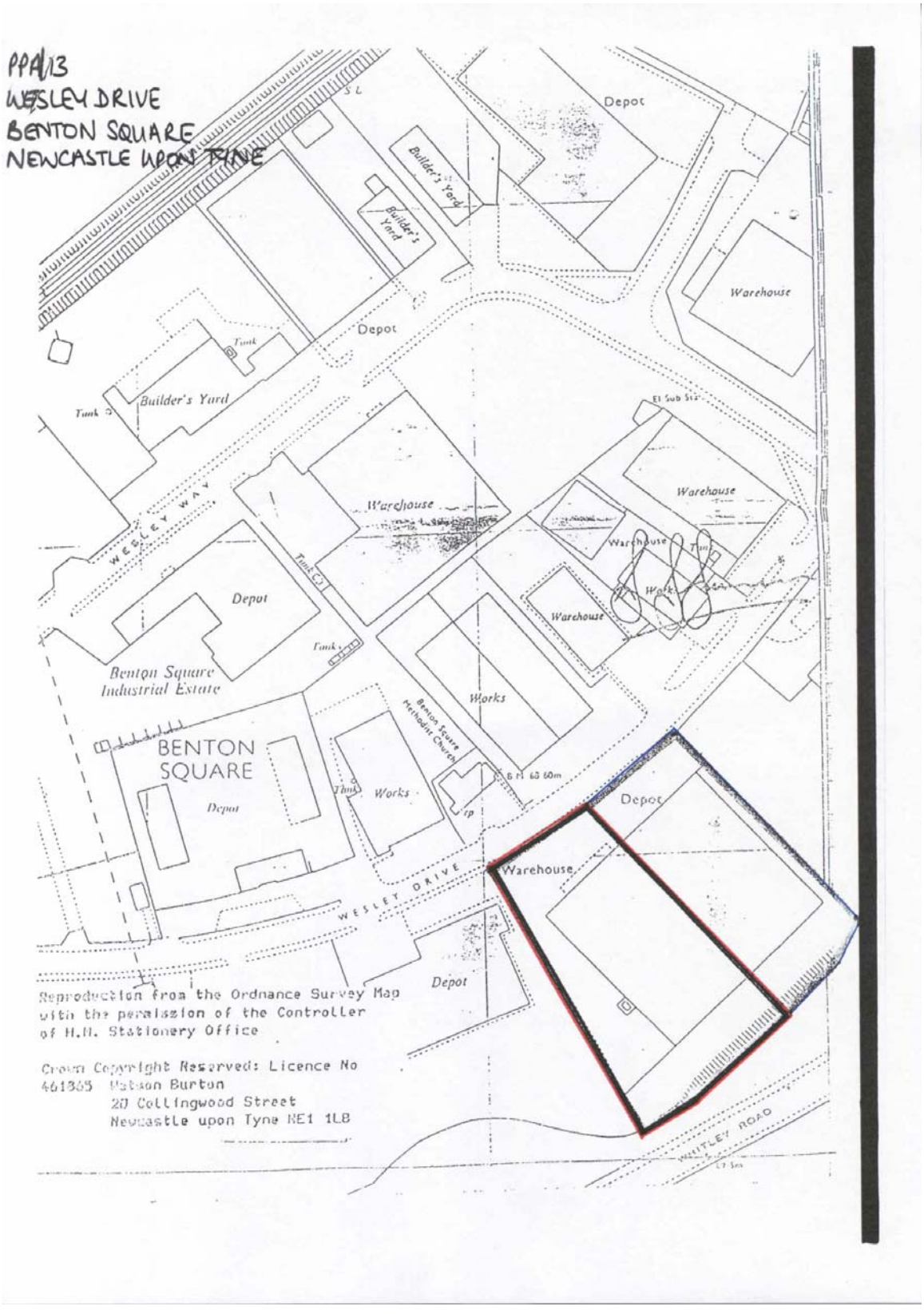
BENTON WAREHOUSE

PPA Reference	PPA/13
Tenure	Freehold
Address	Wesley Drive Benton Square Newcastle upon Tyne (Shown edged in red on the attached plan)
Gross Internal Area	
Root of title	Transfer dated 30 April 1990 and made between (1) Tempophase Limited and (2) Secretary of State for Health
Description	Warehouse
Use	Storage
Registered / Unregistered	Registered
Title Number	TY241411
Class of Title	Title Absolute
Rights to which property is subject	1. The right of support for the land edged in blue on the attached plan (the Blue Land) 2. The right to the free and uninterrupted passage and running of gas, electricity, water, sewage and other services in over or under such parts of the premises through such cables, wires, ducts, pipes or other similar conducting media as may now or any time during the period of eighty years from 30 April 1990 be in, on or under the property 3. The right to connect into, repair and maintain the said cables, wires, ducts, pipes or other similar conducting media now or during the said period 4. All rights of light or air which are either now subsisting or which might benefit the Blue Land


PPA/13
WESLEY DRIVE
BENTON SQUARE
NEWCASTLE UPON TYNE
Depot
Builder's Yard
Builder's Yard
Warehouse
Depot
Tank
Builder's Yard
Tank
El Sub Sta
Warehouse
Warehouse
WESLEY WAY
Warehouse
Tank
Depot
Tank
Benton Square
Industrial Estate
Works
Benton Square Methodist Church
BENTON
SQUARE
Depot
Tank
Works
tp
6 ft 63 60m
Depot
Warehouse
WESLEY DRIVE
Depot
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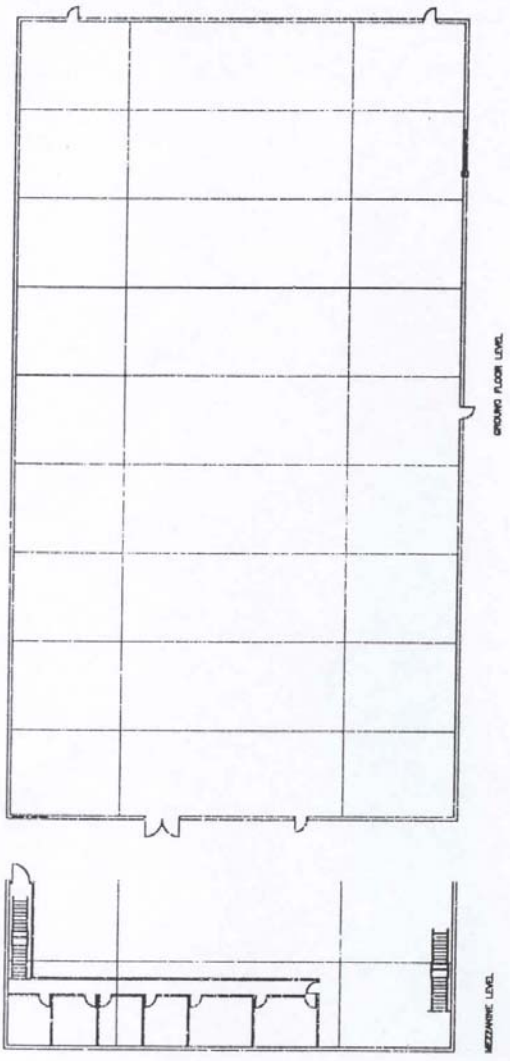
461389 Watson Burton
20 Collingwood Street
Newcastle upon Tyne NE1 1LB
WHITLEY ROAD

PPA/13

A3

WESLEY DRIVE
BENTON SQUARE
NEWCASTLE UPON TYNE



Client : PRESCRIPTION PRICING AUTHORITY

Project : BENTON WAREHOUSE LIBRARY DRAWINGS

Title : FLOOR LAYOUT

Cadogan Consultants

Original Scale 1 : 250

Drawing Number 3/W020/02/01

Issue B

Rights which benefit the property	By a Transfer dated 30 April 1990 between (1) Tempophase Limited; and (2) Secretary of State for Health: 1. The right of support from the Blue Land 2. The right to the free and uninterrupted passage and running of gas, electricity, water, sewage and other services in, over or under such part(s) of the Blue Land through such cables, wires, ducts, pipes or other similar conducting media as may now or at any time during the period of eighty years from 30 April 1990 be in, on or under the Blue Land 3. The right to connect into, repair and maintain the same cables, wires, ducts, pipes or other similar conducting media now or during the said period
Building restriction	By Conveyance dated 19 November 1965 between (1) John T Bells & Sons Ltd; and (2) Amalgamated Securities Ltd: 1. Restricted from building or erecting or permitting to be built or erected any building or fixed structure within a distance of 12 feet of any of the boundaries of the premises 2. Restriction not to build or alter any building without the consent (not to be unreasonably withheld) of John T Bells & Sons Ltd 3. Not to use the property so as to cause a nuisance or annoyance to John T Bells & Sons Ltd or to the owners or occupiers of any other land comprised in the conveyance
Other restrictions	By Conveyance dated 22 September 1961 between (1) Most Noble Algernon Duke of Northumberland KG; (2) The Most Noble Helen Magdalen Duchess of Northumberland and others; and (3) John T Bell & Sons Ltd: 1. Not to use: (a) any part of the agricultural land for any purpose other than agricultural use; (b) the industrial land for the sale or disposal of wine, ale, beer or spirits or as a place of public entertainment or recreation or as a club unless the club is a works sports club or works canteen and is limited to the employees of industrial undertakings carrying on business on the land 2. No act or thing which in the opinion of the owner was or might be or might give rise to a public or private nuisance should ever be done or suffered upon any part of the purchased land or in any building or erection at any time thereon.

WESLEY DRIVE
TENANCY

PPA Reference	PPA/13
Tenure	Leasehold
Demised Premises	Land and Buildings Wesley Drive Benton Square Industrial Estate Newcastle Upon Tyne (shown edged blue on the attached plan)
Gross Internal Area	
Date of Lease	22 August 2000
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Depot
Use	Storage
Registered / Unregistered	Unregistered
Landlord	Tempophase Limited
Term	5 years from 22 August 2000. Note that the security of tenure provisions of the 1954 Act apply.
Break Clause	Break clause exercisable by the Tenant at the end of the 3rd year of the term by not less than 6 months notice in writing to the Landlord and payment of £20,000. In addition, there must have been no material breach of the Tenant's covenants.
User	Warehouse with ancillary offices, within class B8 Town and Country Planning (Use Classes) Order 1987.
Rent	£40,000 per annum for the 1st and 2nd years of the term, £45,000 per annum for the 3rd and 4th years of the term and £50,000 per annum in the 5th year of the term, payable quarterly in advance on the usual quarter days.
Rent review	None
Interest on late payment	4% per annum above the base rate of Barclays Bank Plc, payable on any amount unpaid for 10 days after the due date. Note that interest is payable from the due date.
Service Charge	None – the Landlord provides no services to the premises.

Insurance	The Landlord covenants to insure the premises against the usual risks and loss of not less than 3 years rent, taking into account the rent increases under the lease.
Repair	1. The Tenant covenants to well and substantially repair the premises. The Tenant also covenants to keep the Landlord's fixtures and fittings, any plant or machinery, all conducting media and installations connected therewith in good and substantial repair and working order and regularly serviced. 2. To keep external yards, gravelled and car parking areas, service roads and footpaths well maintained and repaired and free of weeds, grass, rubbish and any deleterious material.
Decoration	3. To decorate the exterior of the premises as often as the Landlord's surveyor considers reasonably necessary, but not more than once in every 3 years. 4. To wash down all tiles, cladding, glazed bricks, polished stone or similar washable surfaces, repoint all brickwork and replace seals and mastic as often as is necessary.
Alterations	5. The Tenant may not make any structural alterations or any alterations whatsoever to the external parts of the premises. 6. The Tenant may make non-structural alterations with the Landlord's prior written consent, which is not to be unreasonably withheld or delayed. This includes erecting or removing normal office partitioning. At the Landlord's request, the Tenant must dismantle any such partitioning at the end of the term and make good any damage thereby cause. 7. To make any alteration to the utilities installations, heating, air conditioning, emergency supplies, sprinkler or security systems, the Landlord's prior written consent is required, which is not to be unreasonably withheld or delayed. Any such alteration to the utilities must be in accordance with the professional standards of the relevant trade body and the regulations of the relevant supply authority. 8. The Tenant may not erect any aerial or satellite dish without the Landlord's prior written consent, which is not to be unreasonably withheld or delayed.
Alienation	There is an absolute prohibition on charging the whole or any part of the premises. The Tenant may share occupation with a subsidiary or holding company, providing that no lease is created and the Landlord is given prior notice in writing.

	1. Assignments: Assignment of part is prohibited. The whole of the premises may be assigned with the Landlord's prior written consent, which is not to be unreasonably withheld. The Landlord may withhold consent if: a) the proposed assignee company is associated with or controlled by the Tenant; b) in the Landlord's reasonable opinion, the proposed assignee is not of sufficient financial standing; c) the proposed assignee is not a government department or the Crown and has state or diplomatic immunity; d) the proposed assignee is incorporated or exists under laws of, or holds the largest proportion of its assets within a jurisdiction which does not reciprocally and by simple registration enforce judgements of the UK civil courts. The Landlord may impose the following conditions upon its consent to assignment: a) the Landlord's consent must be in the form reasonably required by the Landlord; b) the assignee must covenant with the Landlord to observe and perform the Tenant's covenants; c) the Tenant and any surety must execute authorised guarantee agreements; d) there is no outstanding rent or material breach of the Tenant's covenants; e) any requisite Superior Landlord's or mortgagee's consent has been obtained; f) the Tenant must procure a surety acceptable to the Landlord. The surety may not be the Tenant and must be resident in England and Wales. 2. Underlettings: The Tenant may underlet a part or the whole of the premises provided that: a) the Landlord's written consent is obtained not more than 1 month before underletting; b) the form of consent is at the Landlord's discretion; c) in the consent, the Undertenant covenants with the Landlord to perform the Tenant's covenants and obligations and the Tenant covenants with the Landlord to give the Landlord written notice within 14 days of any reviewed rent under the

	underlease; d) the Tenant satisfies the Landlord that the Undertenant is financially sound and resident in England and Wales and able to meet the Tenant's obligations in the underlease or that the Tenant has procured a guarantor which can do so; e) the form of the underlease is approved in writing by the Landlord; f) there are no more than 2 underlettings of part at any one time; g) the underletting must: i) not exceed 5 years; ii) exclude the security of tenure provisions of the 1954 Act; iii) be at open market rent or appropriate proportion of the passing rent under this lease, whichever is higher and payable quarterly in advance; iv) not require payment of a premium or other consideration by the Undertenant; v) contain Tenant's covenants similar to those in this lease and a covenant that the Undertenant shall not sub-underlet or deal with the premises other than assignment of the whole; a) performance of the Undertenant's covenants being guaranteed to the Tenant by a surety who will guarantee the Undertenant's covenants to the Landlord if the Landlord becomes the direct Landlord of the Undertenant; b) Undertenants or sureties not resident in England or Wales or being companies not incorporated under English law or without an established place of business in England or Wales must acknowledge they irrevocably submit to the jurisdiction of the English civil courts and designate a firm of solicitors in England or Wales to accept service of proceedings.
Tenant's Covenants	1. To keep windows and other glazed areas of the premises properly cleaned inside and out. To keep external, grass and landscaped areas in neat and tidy condition and properly cultivated. Not to cut or prune any trees, shrubs, bushes or plants without the Landlord's consent and to preserve the same from injury. 2. Upon two days' prior written notice, to permit the Landlord to enter the premises:- a) to connect to, use, inspect, clean, repair or

	replace any conducting media or utilities; b) to view the state, condition and user of the premises; c) to take lists of fixtures and fittings; d) to inspect, measure and survey the premises in connection with the rent review or any lease of adjoining premises under the 1954 Act or implementation of any of the provisions of the Lease; e) to show prospective Tenants or purchasers around the premises; f) to repair or modify the premises to comply with the requirements of any insurer of, or supplier of utilities to the premises; g) to inspect whether the Tenant has breached any of its obligations. The Landlord or person exercising this right should cause as little interference as is reasonably possible and shall make good any damage. 1. Within two months of notice from the Landlord, to begin to repair all defects notified and complete such work as soon as is reasonably practicable. If the Tenant defaults, the Landlord may enter the premises and perform the works at the Tenant's cost. 2. To quietly yield up the premises and unless otherwise required by the Landlord, to move all alterations, fixtures and fittings and make good all damage thereby caused. To reimburse the Landlord all expenditure incurred in putting the premises into the condition required by the Tenant's covenants at the end of the term. 3. Not to use the premises for public meetings, exhibitions, shows or entertainment of any kind. Not to use the premises as a job centre or offices at which the general public attend the Departments of Health and Social Security or Employment. Not to repair, maintain or clean motor vehicles or machinery or store or bring on to the premises any dangerous, explosive or inflammable substances. To use the car park only for the purposes of parking private motor vehicles. Not to store any goods or materials anywhere except within the premises or in an area allocated by the Landlord. Not to form any refuse dump or scrapheap on the external parts of the premises. To remove all refuse at least once a week. 4. Not to cause a nuisance to the Landlord, its

	tenants or occupiers of any premises in the neighbourhood. Not to play any musical instrument or hi-fi equipment so that it can be heard outside the premises. Not to interfere with any electrical, electronic or radio signals from any neighbouring premises. Not to use ground radio frequencies without the prior written consent of the Landlord. To comply with all rules and regulations relating to the suppression of electrical, magnetic and radio signal interference. 5. To notify the Landlord if the premises ceases to be regularly occupied by the Tenant or there is a change in control of the Tenant. 6. To ensure that the Landlord has written notice of the name, home address and telephone number of two keyholders of the premises. 7. Not to apply for planning permission without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed. Not to carry out any work for which planning permission is needed without the Landlord's prior written consent. To carry out any such works before the determination of the term. 8. Not to attach any notice or sign to the exterior of the premises or so that it is visible outside the premises without the Landlord's prior written approval. 9. Not to overload the floors, ceilings, walls or structure of the premises. Not to set up any substantial item of plant or machinery in the premises without the Landlord's prior written consent. Not to install any machinery which will be unduly noisy or cause dangerous vibrations. 10. Not to do or allow anything which may vitiate or prejudice or increase the premiums for insurance. At the Tenant's expense to comply with any requirement of the insurers. To indemnify the Landlord against any insurance monies which are not payable due to any act or omission of the Tenant. To pay the Landlord a fair proportion of any irrecoverable insurance monies caused by any act or default of the Tenant, its licensees or invitees. Not to effect any other insurance of the premises if a claim under such insurance would result in the operation of any average clause in the Landlord's policies. To pay the Landlord on demand any insurance monies received by the Tenant. To pay the Landlord the amount of any uninsured excess payable following destruction of

	or damage to the premises. 11. Not to use any emergency door except in emergency. To comply with the requirement of the relevant authorities as regards means of emergency escape from the building. Not to place or store on the premises anything which may become especially dangerous, combustible, inflammable or explosive. To keep the premises sufficiently supplied and equipped with fire fighting, chemical spillage, gas emission and extinguishing apparatus and appliances. 12. Not to stop up, darken or obstruct any windows or other openings. Not to permit obstruction of any road, path, forecourt or other area over which the Tenant may have rights of access. 13. On demand to pay to the Landlord a fair proportion of the cost of repairing, maintaining, renewing and cleansing all party walls, roofs, fences, conducting media, parking areas, landscaped areas, roadways and pavements used in common with the occupiers of any adjoining premises. To pay a reasonable management fee. 14. In the last six months of the term, to permit the Landlord to enter the premises and fix a for sale or reletting sign. 15. To permit the Landlord entry to the premises at all reasonable times and for all purposes connected with the Landlord's obligations. Upon reasonable prior written notice, to allow the Landlord to enter the premises to carry out works to adjoining premises. The Landlord is to cause as little damage as reasonably practicable and make good any such damage. 16. To take such measures necessary in the Landlord's reasonable opinion to ensure that any effluent discharged from the premises will not be corrosive or harmful. Not to permit or cause any obstruction or deposit in the drain, pipes, watercourses and drains. To ensure that they are properly flushed and cleansed and free from obstruction. To indemnify the Landlord against any claims arising from damage caused by effluent discharged from the premises. Not to discharge any fluid, smoke or fumes or any poisonous, hazardous, toxic or noxious substance. 17. To take such steps as are necessary to prevent the emanation from the premises of noise, fumes, heat, excessive vibration or electronic or magnetic interference.

	18. Not to deposit any rubbish except in the proper receptacles. Not to burn any rubbish on the premises. 19. To inform the Landlord in writing of any defect in the premises which might give rise to a duty imposed upon the Landlord. 20. To indemnify the Landlord against liability arising out of: a) state of repair or condition of the premises, so far as the Tenant is liable therefor; b) any act or omission of the Tenant, its Undertenant or their respective agents, servants, licensees or visitors; c) works of repair, construction or alterations carried out to the premises by the Tenant or any Undertenant; d) the user of the premises; e) the user of vehicles in any car park by the Tenant; f) any breach by the Tenant or any Undertenant of the tenant's covenants. 1. On request to provide the Landlord with a set of keys to the premises. 2. To pay all costs incurred by the Landlord in preparation of any schedule of dilapidations, supervision of any works required thereunder, the recovery of any arrears of rent and the remedying of any breach of covenant by the Tenant.
Landlord's Covenants	To insure the premises against the usual risks. If the demised premises are destroyed or damaged by an insured risk, to use reasonable endeavours to obtain such labour, materials and permits as are necessary to reinstate the premises as soon as reasonably practicable. To lay out all monies received under the insurance towards such reinstatement. If such monies are insufficient, the Landlord covenants to make up the deficiency out of its own monies.
Rights Granted	1. The right to free and uninterrupted passage of services through the service media. 2. All such rights of support and protection and all such quasi easements and other rights as may be currently enjoyed by the premises.
Rights Reserved	3. If the Tenant breaches the alterations covenant, the right to enter and restore the premises at the Tenant's cost. 4. All rights of light, air and easements enjoyed by any adjoining premises which pass from, over or under the premises. 5. The right of support, shelter and all other

	easements and rights now enjoyed by the adjoining or neighbouring premises. 6. The full, free and uninterrupted passage and running of utilities to and from any adjoining premises through the conducting media which are in, upon, over or under the premises. 7. Upon at least seven days' prior written notice, except in an emergency, to enter upon the premises at all reasonable times to connect to, lay, inspect, repair, cleanse, maintain or replace any conducting media. In addition, to construct or lay any conducting media, poles, structures, fixtures or to do other works for the supply of utilities to any adjoining premises. The Landlord is to cause as little inconvenience as possible and make good all damage thereby caused. 8. The right to develop or carry out works or deal with any adjoining or neighbouring premises provided that there shall be no material interference with any right of light, air or other easement over the premises. 9. After not less than five days' prior written notice, the right to enter upon the premises at all reasonable times in order to: a) build on or into any boundary or party walls of the premises. To lay footings for any intended party walls or party structure. To excavate the premises along the junction between the premises and any adjoining premises; b) reinstate the premises; c) execute any work or installations to the premises, to any adjoining premises; or to any services belonging to or used in common with such premises. provided that the Tenant's use and enjoyment of the premises shall not thereby be materially interfered with unless this is unavoidable. 1. In the interest of good estate management, the right to vary or change the route of any of the easements granted to the Tenant. 2. To affix in a position upon the premises which has been agreed with the Tenant, building block names, fire escapes, information panels, public lighting, brackets and lamps, seats, waste paper receptacles and other such items, which are reasonably considered by the Landlord to be necessary in the interests of good estate management. 3. All such rights, easements and quasi easements for the Landlord and the tenants of the adjoining

	premises which are enjoyed over the demised premises.
Forfeiture	The Landlord may re-enter the premises if: 1. Any rent is in arrears by 21 days. 2. There is a breach of any of the Tenant's covenants. 3. The Tenant or any surety becomes bankrupt or insolvent.