BRIDGE HOUSE

PPA Reference	PPA/1
Tenure	Leasehold
Demised Premises	Bridge House 152 Pilgrim Street Newcastle upon Tyne (Shown edged in red on the attached plan but excluding the part known as Low Bridge shown in yellow on the plan)
Gross Internal Area	
Date of Lease	7 April 1977
New or old lease for the purposes of Landlord and Tenant (Covenants) Act 1995	Old
Description	Offices
Use	Head Quarters and Processing
Registered / Unregistered	Registered
Title Number	TY2766
Class of Title	Title Absolute
Landlord	The Council of the City of Newcastle upon Tyne
Term	99 years from 26 June 1967 to 25 June 2066
User	Not to use the premises as an inn, public house, liquor shop or for the sale of any intoxicating liquors or as a club requiring registration under the Licensing Acts or for any purpose whatsoever other than as offices save that the tenant may use part of the premises as a canteen for the use of the tenant's employees and guests
Rent	£5,000 per annum payable in advance on 26 June in every year

PPA/1
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PILGRIM STREET
NEWCASTLE

Rent Review	1. The landlord may by written notice given to the tenant not less that 6 nor more than 12 months before the end of the 21st, 42nd and 63rd years of the term require the rent as from the commencement of the 22nd, 43rd and 64th years of the term to be reviewed 2. The rent paid after review will be the greater of the rent before review and that determined as the open market rent 3. If the open market rent cannot be agreed between the parties an independent surveyor is to be appointed (detailed provisions in lease)
Service Charge	Tenant is to pay a proportion of the cost of maintaining the access road (such amount to be calculated by reference to an area of land coloured yellow on a plan - no further comment can be made until receipt of the original plan)
Insurance	Tenant to insure the buildings, erections, structures and fixtures of an insurable nature which at any time during the term may be upon the premises against all usual insurable risks and to cause the landlord's interest to be noted on the policy
Repair	1. Tenant to keep the premises (including all erections thereon) in good and substantial order and condition 2. Tenant to maintain in good and substantial repair, cleanse and when necessary light that part of the access road within the curtilage of the premises
Decoration	Interior: Tenant to paint with two coats of good quality paint and redecorate in a proper manner the interior of the premises as required to be so treated once in every 5 years of the term and in the last year of the term Exterior: Tenant to paint with two coats of good quality paint and redecorate in a proper manner the exterior all of buildings erections walls and fences as require to be so treated once in every 3 years of the term and in the last year of the term
Alterations	Not to permit to be made any structural alterations or additions whatsoever in or the buildings erections or structures at any time erected on the premises without the previous written consent of the landlord (not to be unreasonably withheld)

Alienation	Not to assign, demise, sub-let, charge, part with possession or otherwise dispose of the whole or any part of the premises or part with or share the possession or occupation thereof without the previous consent of the landlord
Tenant's Covenants	1. Not to permit any new erections, structures, signs, advertisements, sign boards or advertisement hoardings in or upon any part of the premises without the previous consent in writing of the landlord (not to be unreasonably withheld) 2. To permit the landlord/their agents twice a year at all reasonable times after giving reasonable notice to enter the premises and inspect the condition and take a schedule of the buildings thereon and the fixtures therein and all defects and wants of reparation. The landlord or his surveyor may then serve upon the tenant notice in writing specifying all defects and wants of reparation and requiring the tenant to repair and make good the same 3. If for two calendar months after service of the notice referred to above the tenant fails to repair and make good all defects and wants of reparation, to allow the landlord to enter the premises, to repair and to recover the cost of the repairs with interest at the Public Works Loans Board's lending rate from the date of the demand until payment from the tenant 4. To permit the landlord/agents and all necessary equipment to enter upon the premises at all reasonable times after giving reasonable prior notice to lay such ducting through over or under the premises for services to the adjoining site to the south retained by the landlord for re-development as may be necessary for the supply of services and to execute repairs or alterations on any adjoining premises belonging to the landlord or to construct or maintain any pipes, sewers, drains, cables or wires used in connection with such adjoining premises the landlord making good all damage 5. To reinstate the premises if damaged by an insured risk using the insurance moneys 6. Not to do anything which may be a nuisance 7. If the tenant reduces the level of the ground to maintain to the satisfaction of the landlord and its surveyor adequate retaining walls to support the land adjoining the premises 8. Not to cause any damage to the adjoining ground or obstructions in the adjoining footpaths, access ways and highways as are used by the tenant in

	common with the landlord or any other person similarly entitled and in particular but without prejudice to the generality of the foregoing provision to make adequate arrangements for the removal of refuse 9. To permit the landlord during the last six months of the term to affix a notice for re-letting on the premises and to permit potential tenants to view them 10. Not to (un)load any vehicle(s) other than at points or places designed for this purpose nor permit any vehicle(s) to obstruct any service road or area other than while (un)loading as aforesaid 11. To grant the sub-tenancy to the sub-tenants (see below) 12. To permit the landlord to form all necessary tie-ins, flashings and damp proof protections into, on or against the premises upon the construction of buildings on the landlord's land to the south of the premises and to maintain the same jointly with the landlord and to permit entry on the premises by the landlord for the purpose of inspection, repair, forming disposal pipes and other maintenance work 13. Not to stop up or obstruct the drains, sewers, gutters, pipes, channels or watercourses of the demised premises and not to permit any acts to be performed upon the premises likely to cause dampness or flooding to the landlord's adjacent premises and when necessary to employ appropriate plant for treating any deleterious effluent before permitting the same to enter such drains, sewers, gutters, pipes, channels and watercourses 14. To permit the landlord/Highway Authority to affix to the premises all necessary street lighting required for the public highway known as Low Bridge 15. Not to cause anything upon the premises likely to withdraw support from the land and buildings or proposed buildings of the landlord of from the premises of adjoining owners/occupiers and to provide adequate support at all times to Low Bridge
Landlord's Covenants	To indemnify the tenant from and against all losses, costs, damages, claims or demands whatever, whenever or however arising out of or in connection with the exercise by the landlord/its servants/agents/contractors of the rights referred to in **Tenant's Covenants** 10.

Rights Granted	1. The right with or without vehicles and animals at all times and for all purposes connected with the premises to pass and repass to and from the premises or any part thereof over and along the access road 2. The free and uninterrupted passage and running of water soil gas and electricity from and to any adjoining or neighbouring land or buildings of the landlord through the sewers drains and watercourse pipes and wires which are now in under or upon the said adjoining or neighbouring premises
Rights Reserved	1. The right to erect buildings, erections or structures from time to time erected upon any adjoining or neighbouring land of the landlord and their tenants to any extent and in any manner the landlord may think fit notwithstanding that the access of light and air to the premises or any part thereof or to any building for the time being thereon may be obstructed or interfered with 2. The free and uninterrupted passage and running of water and soil, gas and electricity from and to any adjoining or neighbouring land or buildings of the landlord and their tenants through the sewers, drains and watercourses, pipes and wires which are now in under or upon the premises 3. All such (if any) mines and minerals under the premises as the landlord is unable to dispose of and of all rights and powers in or over the premises belonging to any owner of the mines and minerals so excepted or of any other mines and minerals but so that the tenant shall be entitled during the term to benefit of all (if any) rights of compensation which the landlord may have in respect of damage caused by the exercise of such rights and powers whether such damage has accrued before of shall accrue after the date of the lease 4. The right to enter upon the premises with contractors/equipment after having given reasonable notice (except in case of emergency) for the purpose of maintaining, renewing, repairing and altering the public highway known as Low Bridge the landlord making good any damage or injury caused to the premises and all loss sustained by the tenant being a direct result of the exercise of the right
Forfeiture	If the rent or sums of money reserved are in arrears for 21 days after becoming due or if the tenant shall fail or neglect to perform or observe any of the covenants, conditions, or agreements contained in the lease, then

	the landlord or its agents may enter upon the premises whereupon the lease will determine without prejudice to any right of action or remedy of the landlords in respect of any antecedent breach of any of the covenants, conditions or agreements by the tenant in the lease

SUB TENANCY

Sub Tenant	North Eastern Electricity Board
Demised premises	Sub-station in Bridge House (edged in pink on the attached plan)
Date of sublease	23 August 1977
New or old lease for the purposes of Landlord and Tenant (Covenants) Act 1995	Old
Description	Electricity sub-station
Use	Electricity sub-station
Term	60 years from 1 July 1968 payable 1 July in every year
Rent	£1 per annum
Repair	Sub-tenant: Well and substantially to repair and maintain any building or erection on the demised premises Sub-landlord: To keep the main walls, roof and structure of the building of which the demised premises forms part and all cisterns, water pipes and other apparatus in the vicinity in such a state of repair and condition as not to cause damage to any electric lines or other apparatus
Alienation	Sub-tenant not to assign, underlet or part with the possession of the demised premises without the consent of the sub-landlord (not to be unreasonably withheld)
Rights Granted	1. Right of way over public road as shown in blue on the attached plan 2. Right to lay and maintain pipeline conduits under the land as shown in green on the attached plan 3. Right to lop or trim fell or remove any bush or tree which may interfere with the electric lines or impede the sub-tenants rights or access thereto
Sub-tenant's covenants	1. To keep the sub-landlord indemnified from liability for any rates assessed separately upon the demised

	premises provided that the landlord shall have given to the sub-tenants notice of the receipt for rates in respect of the sub-station or any proposal for the separate assessment thereof 2. Well and substantially to repair and maintain any building or erection on the demised premises 3. Not to assign underlet or part with the possession of the demised premises without the consent of the sub-landlord (not to be unreasonably withheld) 4. To make good all loss or damage to the demised premises, the sub-landlord's adjoining land or to any other property or person by the installation, operation, maintenance or removal of any plant, electric lines or other apparatus and to keep the sub-landlord indemnified against all claims and demands in respect of the same
Sub-landlord's covenants	1. To keep the main walls, roof and structure of the building of which the demised premises forms part and all cisterns, water pipes and other apparatus in the vicinity of the demised land in such a state of repair and condition as not to cause damage to any electric lines or other apparatus 2. Not to interfere with any plant lines or apparatus 3. Not to alter/permit to be altered the level of the land over the cable reserves 4. Not to plant/grow or permit to be planted or grown any tree or bush in, over or under the cable reserves
Forfeiture	1. If the rents reserved shall be unpaid for a period of 21 days after becoming due of if any covenants on the sub-tenant's part are not performed the sub-landlord may enter the demised premises and thereupon the sub-tenancy will cease but without prejudice to the right of action of either party in respect of any breach of the covenants by the other 2. If at any time the sub-tenant shall no longer require the demised premises for the purpose of its statutory undertaking then it shall be lawful for the sub-tenant to determine the sub-tenancy by six months notice in writing to the sub-landlord expiring at any time without prejudice to any action in respect of any breach of covenant