SANDYFORD HOUSE

PPA Reference	PPA/15
Tenure	Leasehold
Demised Premises	Sandyford House Archbold Terrace Jesmond Newcastle upon Tyne (Shown edged in red on the attached plan excluding the land coloured green on the plan)
Gross Internal Area	
Date of Lease	11 August 1988 (transferred to the Secretary of State for Health, c/o Prescription Pricing Authority 21 March 1995)
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	Old
Description	Offices
Use	Low claims unit
Registered / Unregistered	Registered
Title Number	TY 211940
Class of Title	Title Absolute
Landlord	Suresong Limited
Term	25 years from 1 August 1987 to 31 July 2012
Break Clause	The lease contains a Tenant's right to determine but this has now expired.
User	Not to use the premises otherwise than for Government or other offices and for ancillary purposes connected therewith.
Rent	£415,000 p.a. (as from 1 August 1997) by quarterly instalments in advance on the usual quarter days.
Rent review	1 August 1992 and every 5 years thereafter. Upwards only. The rent review may be agreed at any time between the Landlord and Tenant or in the absence of agreement at the review date, by an arbitrator. Usual assumptions and disregards. Please note that the 1 August 2002 review has not yet been determined.

PPA/15
SANDYFORD HOUSE
ARCHBOLD TERRACE
JESMOND
NEWCASTLE

H.M. LAND REGISTRY		TITLE NUMBER	TY211940
ORDNANCE SURVEY PLAN REFERENCE	NZ 2565	SECTION R	Scale 1/1250
COUNTY TYNE AND WEAR	DISTRICT NEWCASTLE UPON TYNE		© Crown copyright 1989

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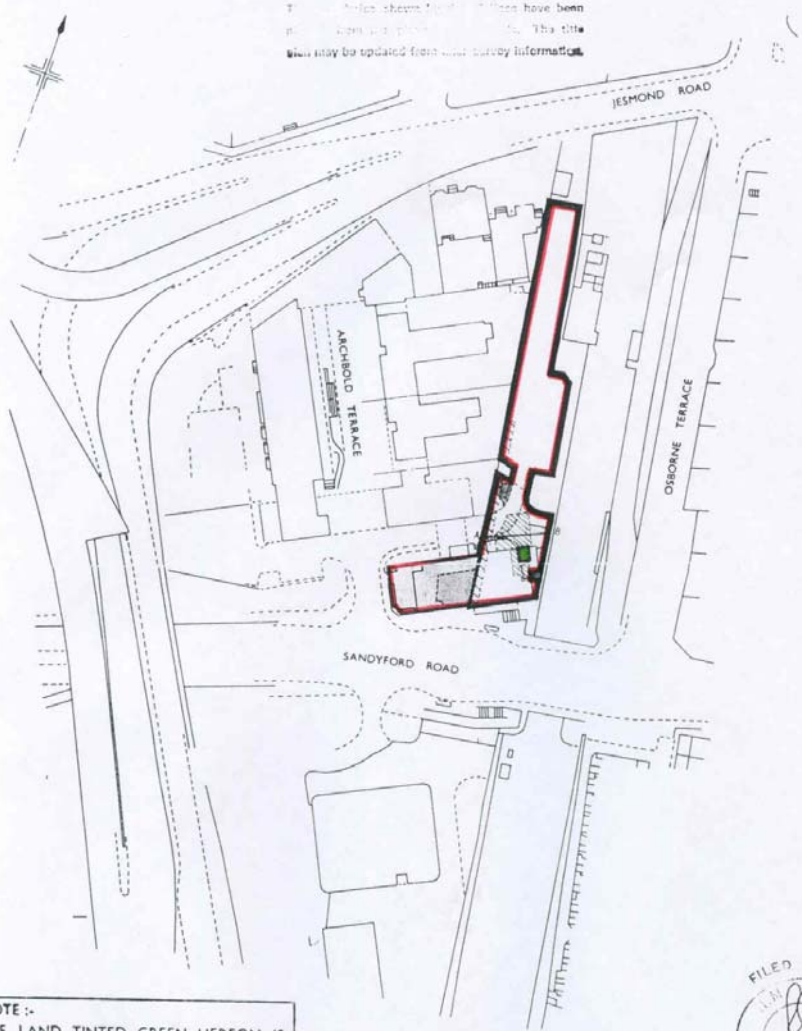
may be updated from [illegible] survey information.



NOTE :-
THE LAND TINTED GREEN HEREON IS NOT INCLUDED IN THIS TITLE.

HM LAND REGISTRY
This is the certificate copy of the filed plan

FILED PLAN
HM LAND REGISTRY
1/81

Interest on late payment	Landlord entitled to interest on unpaid rent from 21 days after the date on which it becomes due at 2% above the lowest of the Bank Base Rates of the Members of the Committee of London Clearing Bankers
Insurance	Landlord to insure in the joint names of the Landlord and Tenant the demised premises and all buildings and Landlord's fixtures against usual insurable risks. The cost of this is charged to the Tenant as rent.
Repair	Tenant to well and substantially repair, uphold, cleanse support, maintain and amend and keep the premises (including all fixtures, fittings, windows, floors, ceilings and lighting, heating and ventilation systems and service media)
Decoration	Interior: Every fifth year of the term and in the last 12 months prepare and paint all parts previously painted with two coats of good quality paint; and in the last year to use only colours approved by the Landlord Exterior: Seventh year of the term and every 7 years thereafter and in 12 months immediately preceding determination of term - prepare and decorate the exterior of the premises with good quality materials
Alterations	Tenant not to make any alterations unless in accordance with plans previously approved by the Landlord, such approval not to be unreasonably withheld. (Internal partitioning or other items of a non-structural nature are permitted provided they are removed on termination of the lease.)
Alienation	1. Assignments: a) Part: except to a Crown body, not to assign any part(s) b) Whole: except to a Crown body, not to assign without consent of Landlord (not to be unreasonably withheld) NB There are conditions precedent to be satisfied including: i) that any assignee must enter into a direct covenant with the Landlord to observe all covenants in the lease ii) if the assignee is a private limited company two directors (or others equally acceptable) are to give a guarantee 2. Underlettings:

	Except to a Crown body not to sub-let the whole of the premises without the consent of the Landlord (not to be unreasonably withheld) NB There are conditions precedent to be satisfied including that any sub-lease will contain: i) an unqualified covenant on the part of the Sub-Tenant not to assign, sub-let or charge part only of the demised premises; ii) an unqualified covenant on the part of the Sub-Tenant not to part with or share possession or occupation of the whole or any part of the demised premises except by a permitted assignment of the whole; iii) an unqualified covenant on the part of the Sub-Tenant not to sub-let the whole of the demised premises; or iv) a covenant on the part of the Sub-Tenant that the Sub-Tenant will not assign the whole of the demised premises without obtaining the previous written consent of the current Landlord. 3. Sharing: Except to/with a Crown body, not to part with/share possession of the premises (unless to a company within the same group)
Tenant's Covenants	1. To equip the premises with fire fighting and extinguishing apparatus and not to obstruct access thereto or operation thereof. 2. To allow the Landlord to enter the premises and execute any repairs which the Tenant has failed to perform under its repairing covenant within 12 weeks of notice to do so from the Landlord. The Tenant must repay the Landlord's costs in doing this work. 3. To comply with all statutes. 4. To notify the Landlord of any notice, order, requisition or permission from any authority which affects the premises. To notify the Landlord of any defect in the premises by which the Landlord my incur any liability under the Defective Premises Act 1972. To notify the Landlord of any substantial damage to the premises. 5. Not to do or permit anything to be done which may render the Landlord's insurance of the premises void or voidable. To reimburse the Landlord any expenses incurred in renewal of the insurance due to the Tenant's breach of its obligations under the lease. To reimburse the Landlord any increase in

	premiums due to the Tenant's acts or omissions. To pay the Landlord a fair proportion of any insurance money irrecoverable by reason of the Tenant's act, neglect or default. 6. To comply with the planning laws. Not to apply for planning permission without the Landlord's prior written consent, such consent not to be unreasonably withheld. To indemnify the Landlord against any costs of any application or any works done in pursuance thereof. To notify the Landlord of the grant or refusal of any such consent. 7. Not to serve any purchase notice under the planning legislation requiring any local or other authority to purchase the Tenant's leasehold interest without first offering a surrender of the lease to the Landlord. 8. Not to stop up darken or obstruct any of the windows lights or ventilators. 9. Not to permit any encroachment upon the premises or permit any new easement to be made or acquired over the premises. 10. Not to cause nuisance. Not to keep any dangerous, combustible or explosive materials on the premises. To pay the Landlord's costs in abating any nuisance caused by the Tenant. Not to deposit rubbish except in the proper containers. Not to install any machinery which may cause vibrations. Not to overload the roof, walls or floor. 11. Not to exhibit outside the premises any articles for sale, hire or rent. Not to hold or permit any auction sale on the premises. Not to use the premises in connection with gambling or as an amusement arcade, sex shop or place of public meeting. 12. Not to use the premises for dwelling or sleeping. 13. Not to commit waste without the Landlord's prior consent, such consent not to be unreasonably withheld. 14. ot to bring anything on to the premises which, in the Landlord's reasonable opinion, is unclean, unsightly or detrimental to the premises. 15. Not to insure the premises or any part thereof without the Landlord's prior written consent, such consent not to be unreasonably withheld. 16. To permit the Landlord or its agents, having given 5 days' written notice (except in emergencies), to enter onto the premises to check that the repair covenant has been complied with or during the six months preceding the determination of the term to take schedules or inventories of the fixtures and

	fittings, dilapidations to the premises, put up "to let" or "for sale" signs. 17. Not to allow to pass into any conducting media any noxious or deleterious substance. To pay the Landlord on demand all its reasonable costs relating to recovery of arrears of rent or other sums payable under the lease. 18. To indemnify the Landlord against any costs or liability due to: a) injury or death of any person, damage to any property, infringement of any right or easement arising from the state of repair of the premises, any alteration to or work being carried out on the premises which is the Tenant's responsibility or from anything projecting from the premises or from any matter to which the Defective Premises Act 1972 applies; b) breach of the Tenant's covenants; c) any act of the Tenant or other occupier of the premises. The Landlord must notify the Tenant of any such claim and shall not settle or admit the same without the Tenant's consent. The Tenant may defend, dispute or settle at his own expense and the Landlord shall give the Tenant all reasonable assistance which the Tenant may require. 1. To yield up the premises at the end of the term in good repair and condition with all fixtures and additions other than trade fixtures. The Tenant must make good, to the Landlord's reasonable satisfaction, any damage caused by removal of tenant's fixtures. 2. To notify the Landlord within 14 days of the death of any guarantor. If so requested by the Landlord, to use best endeavours to procure a new guarantor reasonably acceptable to the Landlord. 3. To comply with the freehold covenants contained in title number TY 104093.
Landlord's Covenants	4. To insure the building and the premises against the usual risks and against the loss of no more than 3 years' rent, having regard to the rent review provisions. To diligently seek all necessary approvals and to apply all money received under such insurance to the reinstatement of the premises. If this has not been done within 3 years of the date of destruction, either party may determine the term upon written notice to the other. 5. To procure the Tenant's performance of the Tenant's covenants in the Electricity lease dated 18

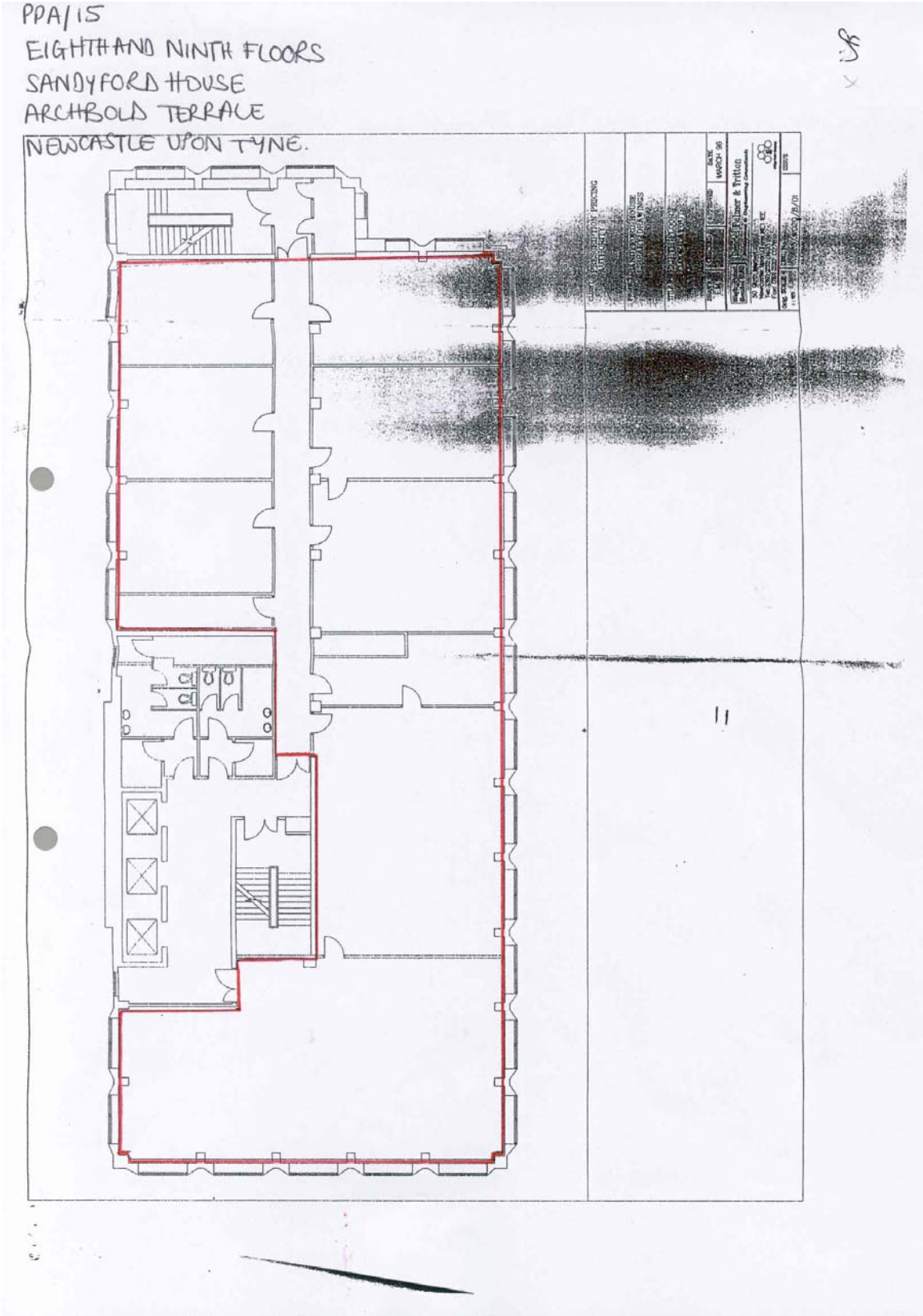
	September 1974 between MEPC Developments Ltd (1) and the North Eastern Electricity Board (2). To observe the landlord's covenants in the Electricity lease.
Rights Granted	6. The right to recover 50% of the resurfacing costs of the car park from the owner of 'The Carriage' public house, being. 7. The benefit of the covenant as to proper conduct of the business at 'The Carriage' public house, such business not to be a nuisance or annoyance to the owner, successor in title or occupier of the premises. 8. The benefit of the rights over and across 'The Carriage' property
Rights Reserved	1. By a Lease of Easements dated 18 September 1974 between (1)MEPC Developments Ltd and (2) The North Eastern. Electricity Board for 60 years from 1 September 1974: To lay, use, maintain, etc electric lines and apparatus in, under and through and a right of way over part of the premises. 2. By a Lease of Easements dated 19 September 1974 between (1) MEPC and (2) Rediffusion (North-East) Ltd for 21 years from 19 September 1974: To erect television aerials, install amplifiers and other apparatus and lay cables and wires and a right of access in respect thereof. 3. By a Deed dated 26 March 1975 between (1) MEPC and (2) Scottish Life Assurance Co for the term of 125 years less 3 days from 13 May 1973: Rights of way for Scottish Life Assurance Co over part of the premises. 4. By a Deed dated 29 October 1974 between (1) MEPC Developments Ltd and (2) British Gas Corporation: Such easements and rights as are necessary to enable British Gas to lay within the land and to maintain, alter, remove, enlarge and renew a gas main together with a full and free right of access. 5. By the Lease dated 11 August 1988 between Tyne and Wear Residuary Body and (2) Secretary of State for the Environment: a) Right of way for the owner/occupier of 'The Carriage' public house and patrons etc on foot over the land for all purposes necessary for the enjoyment of 'The Carriage' and with vehicles for repair/maintenance of 'The Carriage'. b) Right for the pub owner to use the car park between 5.30pm and 7.00am on weekdays and

	at weekends/Bank Holidays unless the freeholder gives 7 days prior written notice to the contrary c) Right to use the existing drains, sewers, pipes, wires and cables running through or under the freeholders neighbouring lands d) Right to enter the premises at all reasonable times on giving reasonable notice for the purpose of maintaining any part of the pub which cannot otherwise be conveniently reached. 6. Right to such support as 'The Carriage' already enjoyed.
Forfeiture	The Landlord may forfeit the lease if: 1. the rents remain unpaid for 21 days; 2. the Tenant becomes insolvent; or 3. the Tenant's covenants are breached.

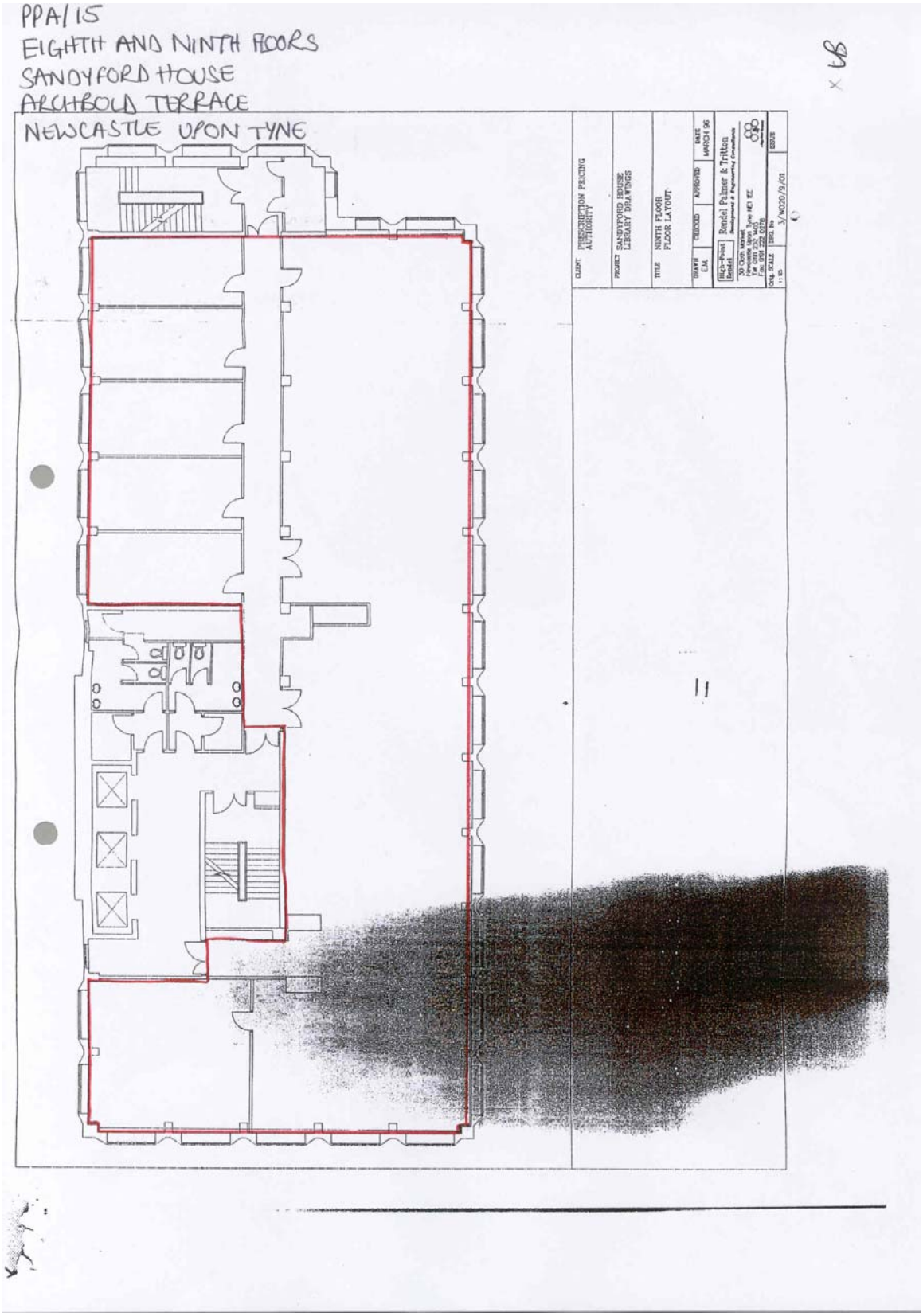
SUB TENANCY

Sub Tenant	Occupational Pensions Regulatory Authority
Demised premises	Eighth and Ninth Floors, Sandyford House, Archbold Terrace, Newcastle Upon Tyne (shown edged red on the attached plans)
Gross Internal Area	
Date of sublease	Not yet completed. Please note that OPRA are already in occupation following the expiry of the old underlease and PPA granting consent remain in occupation pending completion of a new underlease.
New or old lease for the purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Offices
Use	Offices
Registered/Unregistered	Unregistered

PPA/15
EIGHTH AND NINTH FLOORS
SANDYFORD HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE.



PPA/15
EIGHTH AND NINTH FLOORS
SANDYFORD HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE



Term	From 25 March 2002 to 24 March 2005
Break Clause	There is a break clause at the expiration of 2 years from the commencement date, upon 6 months' written notice, exercisable by either party. The Sub-Tenant's right to break is conditional upon having paid the rents and materially performed and observed the Sub-Tenant's covenants at the date of service of the notice to break.
User	Offices and ancillary purposes.
Rent	£92,222 per annum from 25 March 2002 to 1 August 2002 payable in advance on the usual quarter days. Thereafter, 22.22% of rent payable under the Superior Lease.
Rent Review	See above.
Interest on late payment	4% above the base rate of Lloyds Bank plc, payable from the date on which the payment became due.
Service Charge	20.4% of the gross annual expenditure incurred by the Sub-Landlord in providing the Services. The initial service charge is £54,000 plus VAT.
Insurance	The Superior Landlord insures the building. The Sub-Tenant must pay 20.4% of the insurance rents paid by the Sub-Landlord to the Superior Landlord.
Repair	Well and substantially to repair and maintain the demised premises including window glass, service media and heating and air-conditioning equipment which is used solely for the benefit of the demised premises.
Decoration	The Sub-Tenant must redecorate the premises in the second year of the term and in the last year, when the colours must first be approved by the Sub-Landlord, such approval not to be unreasonably withheld.
Alteration	Structural alterations are prohibited. The Sub-Tenant may make non-structural alterations or alter internal partitionings, but must remove them at the end of the term and reinstate the premises if the Sub-Landlord so requests.
Alienation	The Lease prohibits all dealings save for assignments and charging of the whole. The Sub-Tenant may assign the whole with the prior written consent of the Sub-Landlord and the Superior Landlord, such consent not to be unreasonably withheld or delayed. 1. Assignments: The Sub-Landlord may grant consent subject to: (a) Assignment being completed within 2 months of the Sub-Landlord's consent; or

	(b) Proposed assignee entering into a direct covenant with the Sub-Landlord to pay rents and observe and perform the covenants contained in this Lease. 2. Underlettings: Prohibited.
Sub-Tenant's covenants	1. To pay and indemnify the Sub-Landlord against VAT on any money due from the Sub-Tenant, rates, electricity, gas and other service charges, and all of the Sub-Landlord's reasonable costs relating to notices under Sections 146 and 147 Law of Property Act 1925, recovery of arrears of rent and grant or refusal of consent for the Sub-Tenant's applications, including Superior Landlord's costs and expenses. 2. To pay the Sub-Landlord's costs incurred in completing any works which the Sub-Tenant has failed to complete within 12 weeks of receipt of a repairing notice from the Sub-Landlord. 3. To keep lighting and fire fighting installations and equipment in good working order and replace them if required by the Sub-Landlord. 4. Upon 3 days' written notice to permit the Sub-Landlord to enter the premises in order to view the condition, user, inspect any works, to execute any repairs for which the Sub-Tenant is liable but has not completed, or for any purpose to enable it to comply with the provisions of the Superior Lease. 5. The Sub-Tenant must notify the Sub-Landlord in writing within 7 days of any dealings. 6. To comply with the requirements of all statutes and competent authorities. At the Sub-Tenant's own expense, to execute any necessary works. Not to do or omit to do anything whereby the Sub-Landlord may become liable to pay any penalty or damages and to keep the Sub-Landlord indemnified against any such costs. 7. To give the Sub-Landlord notice of any order, direction, requisition or permission from any competent authority. Sub-Tenant to comply in all respects with any such notice and to make any representation which the Sub-Landlord may reasonably require. To notify the Sub-Landlord of any defect for which the Sub-Landlord may incur a liability under the Defective Premises Act 1972. To notify the Sub-Landlord of any substantial damage or disruption of the premises. 8. The Sub-Tenant must not carry out or permit any

	new buildings or alterations to the premises or to the heating apparatus, or electrical installations, or sprinkler system. 9. Not to affix signs into or upon the premises without the Sub-Landlord's approval (not to be unreasonably withheld). To remove any such sign at the end of the term if required by the Sub-Landlord. Not to allow any noxious or deleterious effluent or other substance into the service media. 10. Not to do or omit to do anything which may render void, voidable or otherwise prejudice any policy for insurance of the building or the Sub-Landlord's fixtures or fittings. To reimburse the Sub-Landlord the expenses incurred as a result of a breach by the Sub-Tenant of these obligations. To reimburse the Sub-Landlord for any increase in premium resulting from any such act or omission by the Sub-Tenant. To pay a fair proportion of the reinstatement costs if the building is damaged or destroyed by an insured risk for which money is irrecoverable due to an act for default of the Sub-Tenant. 11. Not to do or permit anything with contravenes the Planning Acts. To obtain the prior written consent of the Sub-Landlord before making any application to any authority for consent under the Planning Acts. 12. Not to stop-up, darken or obstruct any of the windows, lights or ventilators in the premises. Not to permit or suffer any encroachment upon the premises or the acquisition of any new right to light, passage drainage or other easement on, under or over the premises or any part thereof. 13. Not to keep or allow to be deposited on the premises any dangerous, combustible or explosive goods or materials nor any material which may contravene a statute. Not to do or permit anything to be done on the premises which shall be or will cause a nuisance to the Sub-Landlord or occupiers of any neighbouring premises. To pay all costs and expenses incurred by the Sub-Landlord in abating a nuisance caused by the Sub-Tenant. To put rubbish in proper containers. Not to install any machinery which may cause dangerous vibrations to the premises. Not to put the roof, walls or floors under strain in excess of that which they are design to bear. Not to use the premises as a place for sleeping or as a betting office, amusement arcade or otherwise in connection with gambling. To

	obtain the Sub-Landlord's prior written consent (not to be unreasonably withheld) to effect any insurance of the premises. 14. To keep the Sub-Landlord indemnified against any costs or liability resulting from the death or injury of any person, damage to property or destruction of any rights arising out of: a) the state of repair and condition of the premises; b) anything attached or projecting from the premises; c) any matters arising out of Section 4 of the Defective Premises Act 1972; d) any breach by the Sub-Tenant of obligations under this Lease; or e) any act by the Sub-Tenant or his agents. 1. To pay the Sub-Landlord on demand the service charge.
Sub-Landlord's Covenants	2. To maintain and repair roof, foundations, floors and ceilings, external walls, load bearing walls, outer half severed medially of all internal non-load bearing walls which divide the demised premises from other parts of the building, and all common parts. 3. To allow the Sub-Tenant quiet enjoyment of the premises. 4. To pay the rents reserved by the Superior Lease and comply with the terms of the Superior Lease unless the Sub-Tenant is obligated to comply with them by virtue of this Lease. 5. On request and at the expense of the Sub-Tenant, to use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord in the Superior Lease. To use all reasonable endeavours to obtain the consent of the Superior Landlord whenever the Sub-Tenant makes application for any consents.
Rights Granted	1. Right of access to and egress from the premises between 7am and 7pm on working days, along such routes as the Sub-Landlord shall from time to time nominate. 2. Right to use the toilet facilities on the Eighth and Ninth floors of the building.
Rights Reserved	1. Upon reasonable prior notice to enter the premises to: a) inspect, maintain or repair the building under obligations in its superior lease; b) maintain the service media; c) inspect the condition of the premises; d) take schedules or inventories; or e) exercise any rights granted by this lease.

	The Sub-Landlord is to cause as little damage and inconvenience to the Sub-Tenant as possible and make good all damage at its own expense. 2. The right to free and uninterrupted passage of services through the service media which run in, under or over the demised premises.
Forfeiture	The Sub-Landlord may re-enter the premises if: 1. the rent is unpaid for 21 days after the due payment date; 2. the Sub-Tenant permits any execution or distress to be levied on any of the Sub-Tenant's goods; 3. if the Sub-Tenant becomes insolvent; or 4. the Sub-Tenant fails to perform or observe the Sub-Tenant's covenants.

CAR PARK LICENCE

Licensee	The Occupational Pensions Regulatory Authority
Demised premises	Twelve Car Parking Spaces, Sandyford House, Archbold Terrace, Newcastle Upon Tyne "The Spaces" (initial location shown hatched black on the attached plan)
Date of Licence	Not yet completed. Please note that OPRA are already using the spaces following the expiry of the old licence and PPA granting consent to remain in occupation pending completion of a new licence.
Description	Twelve Car Parking Spaces
Use	Parking of private cars
Term	From 25 March 2002 until the expiration (24 March 2005) or sooner determination of the Sub-Lease of the 8th/9th Floors Sandyford House to the Occupational Pensions Regulatory Authority.
Break Clause	None
User	The parking of private motor cars.

PRA/15
PART CAR PARK
SANDYFORD HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE.
METRO LINE
THE CARRIAGE
PICNIC AREA
TRAIN
FOOTPATH
BRASSERIE
SUB STATION
PPA
Corporate Sec
Resources Director
Client : PRESCRIPTION PRICING AUTHORITY
Project : SANDYFORD HOUSE
Title : CAR PARK PLAN
Cadogan Consultants
Original Scale 1:350
Drawing Number 1/F626/2031
Issue A

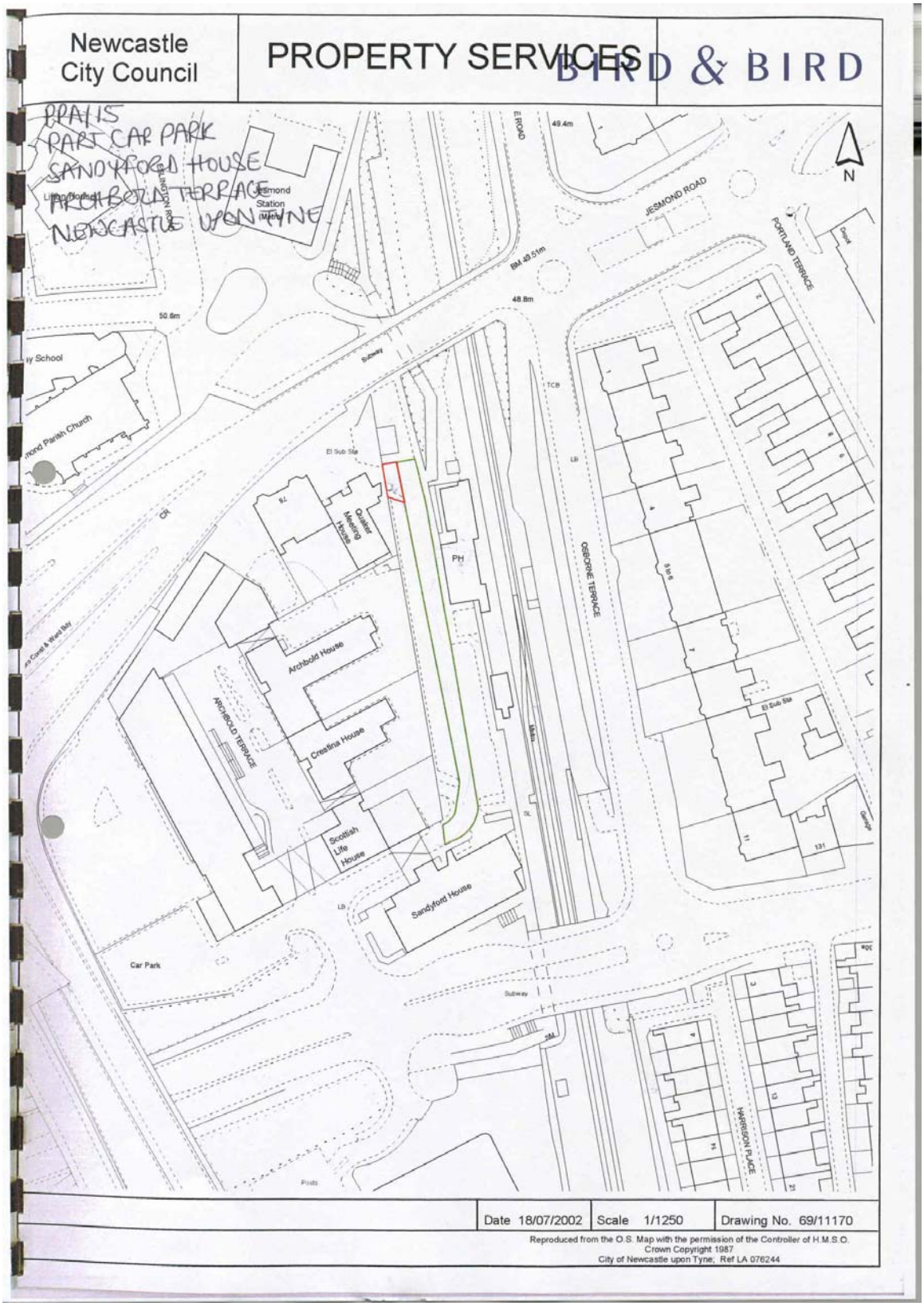
Licence Fee	£6,000 per annum plus VAT, payable in advance on the usual quarter days.
Rent Review	None
Interest on late payment	None
Service Charge	None
Insurance	None
Repair	None
Decoration	None
Alterations	None
Alienation	All alienation is prohibited.
Licensee's Covenants	1. Not to allow any vehicle to park anywhere in the car park except upon the spaces. 2. To exercise care and diligence and consider the safety and convenience of other users of the car park. 3. Not to exceed the maximum speed limit (5 mph). 4. To indemnify the Licensor against all actions, proceedings, claims, costs and liabilities brought against the Licensor as a result of damage or injury to any person or property by reason of the use of the car park or by reason of the exercise by the Licensee of the rights granted by this Licence. 5. Not to allow anyone other than officers, employees or customers to park in the spaces. 6. Not to cause or permit nuisance, disturbance, inconvenience or cause damage to the Licensor or its employees or agents or occupiers of the adjoining buildings. 7. Not to carry out or permit any repairs, alterations or washing of any vehicle on the spaces. 8. Not to allow any vehicle to park on the spaces which cannot move under its own power. 9. Not to allow any unauthorised person to enter upon the spaces. 10. To keep the spaces clean and free of rubbish and obstructions. 11. Not to allow flammable substances to be stored in the car park except for the normal petrol and oil in the tank or engine of a vehicle. To take reasonable precautions against fire. Not to smoke or use naked flames. Not to allow vehicles to be filled with petrol in the car park. 12. Not to cause or permit unreasonable or noisy

	running of engines or sounding the horn while stationary. 13. Not to cause or permit breach of statutory provisions or regulations. To comply with all regulations and directions from the Licensor in order to comply with legal requirements or to regulate the good management of the traffic in the car park. To ensure that the Licensee's servants, agents and authorised persons observe such regulations and directions.
Licensor's Covenants	To give the Licensee and other users of the car park such directions reasonably necessary to ensure proper and efficient running of the car park.
Rights Granted	1. Between 7:00am and 7:00pm on Mondays to Fridays inclusive (all Good Fridays, Easter Mondays, Christmas Days, Boxing Days and other public holidays excepted), the right to park twelve private cars in the spaces indicated by the Licensor. 2. In common with others, the right to pass and repass, over any parts of the car park not in use for the time being by other persons or vehicles.
Rights Reserved	3. The right to re-allocate the spaces. 4. The right for the Licensor and its servants or agents and all authorised persons to use spaces in common with the licensee, so long as this is not inconsistent with the licensee's rights. 5. The right to require the licensee to remove promptly any vehicles in cases of emergency, or whenever reasonably necessary. If the Licensee fails to comply, the Licensor may move the vehicles.
Other relevant terms	The Licensor shall not incur any liability for the following: 1. Any loss, damage to, or theft from any vehicle which is in the car park or entrance or exit thereto, nor for any injury suffered by any driver or passenger in any vehicle. 2. Any temporary blockage of access to the car park for reasons beyond the Licensor's control or due to repair or maintenance works or installation of services. 3. Anyone preventing the use of the car park without the Licensor's authority, providing that the Licensor takes all reasonable steps to remove the impediment. 4. Damage or injury to persons or property due to use of the car park, any obstruction to the car park or the exercise of any of the rights granted in this Licence.

Forfeiture	In the event of any breach by the Licensee of the terms and conditions of the Licence, the Licensor may terminate this Licence by notice in writing to the Licensee. Section 196 Law of Property Act 1925 shall apply to any notice served.

PART CAR PARK, SANDYFORD HOUSE

Sub Tenant	The Council of the City of Newcastle Upon Tyne
Demised premises	Four car parking spaces in the car park of Sandyford House, Archbold Terrace, Newcastle Upon Tyne
Date of sublease	27 August 2002
New or old lease for the purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Car parking spaces
Use	Part of site for roadworks.
Registered/Unregistered	Unregistered
Term	From 5 August 2002 to 31 December 2003
Break Clause	Break clause exercisable by either party on or after 12 may 2003 by one month's written notice to the other party.
User	A parking area for vehicles and as part of the Tenant's sit compound used in connection with the Tenant's construction works to Jesmond Road and Osborne Terrace.
Rent	Four Newcastle City Council parking permits for the period 5 August 2002 to 31 December 2003 for use in respect of St George's Car Park, Sandyford Road
Rent Review	Not Applicable
Interest on late payment	Not Applicable
Service Charge	None
Insurance	None


Newcastle City Council
PROPERTY SERVICES
BIRD & BIRD
PRAIS
PART CAR PARK
SANDYFORD HOUSE
PROCTOR TERRACE
NEWCASTLE UPON TYNE
N
JESMOND ROAD
PORTLAND TERRACE
OSBORNE TERRACE
ARCHBOLD TERRACE
ELLINGTON ROAD
Jesmond Station (Metro)
Archbold House
Creatina House
Scottish Life House
Sandyford House
Quaker Meeting House
PH
Car Park
HARRISON PLACE
Date 18/07/2002
Scale 1/1250
Drawing No. 69/11170
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Repair	The Sub-Tenant is to maintain the state and condition of the premises in no worse repair than at present and to do work which any authority or regulation requires. However, the Sub-Tenant need not alter or improve the premises, or make good damage caused by an insured risk, except to the extent that policy monies have not been paid due to any act or default of the Sub-Tenant. If the Sub-Tenant fails to do any work, the Sub-Landlord may give written notice to start the work within one month, or, in the case of an emergency, immediately and require the Sub-Tenant to proceed diligently. If the Sub-Tenant does not do so, the Sub-Landlord is permitted to do the work and reclaim the cost from the Sub-Tenant.
Decoration	None
Alterations	None
Alienation	The Sub-Tenant may not assign, charge or sub-let the premises.
Sub-Tenant's covenants	1. To pay the sub-Landlord's reasonable and proper costs and expenses incurred in: a) any works done to the premises after any default by the Sub-Tenant; b) completing this lease; c) notices of breach under s146 Law of Property Act (1925); or d) schedules of dilapidations. 2. To pay interest at 4% above the Royal Bank of Scotland's base rate on any payments overdue by 14 days or more. 3. To pay rent and any other monies such as rates, taxes, outgoings, costs under covenant 1 (above) and any licensing or registration costs payable to the authorities for using the premises, without deduction or set off and to pay any VAT payable on those amounts. 4. To use the premises only for parking vehicles as allowed under the lease and to keep the premises as clean and tidy as reasonably practical. Not to obstruct access to the premises. Not to park vehicles outside the premises. Not to cause litter or debris within the area of the building or adjoining land. 5. Not to do anything which might invalidate any insurance policy over the premises. 6. Not to cause nuisance or annoyance to the sub-Landlord by performing any dangerous, offensive, noxious or illegal activities on the premises.

	7. To comply with all legal requirements and licensing or registration obligations. 8. The Sub-Tenant is to use its best endeavours not to cause obstruction to deliveries or trade at the Carriage Public House, Jesmond. 9. On 24 hours written notice, to give the sub-Landlord access to the premises during normal business hours in order to inspect the condition and use of the premises, to do works as detailed under the Sub-Tenant's repairing covenant (above), or to comply with any legal obligation. 10. Not to make alterations or additions to the premises. 11. To give the Sub-Landlord a copy of any notice concerning the premises. 12. Not to apply for planning permission regarding the premises. 13. At the end of the lease, to return the premises to the sub-Landlord with vacant possession and in the condition in which this lease requires the Sub-Tenant to keep the premises.
Sub-Landlord's covenants	To allow the Sub-Tenant quiet enjoyment of the premises.
Rights Granted	The Sub-Tenant and his visitors and invitees have the right to come and go to and from the premises, with or without vehicles, over the parts of the building shown edged green on the attached plan.
Rights Reserved	The rights previously enjoyed over the premises by other parts of the building, estate and neighbouring property for shelter and support and for service media to pass through the premises. The right for the Sub-Landlord to come and go to the building over the premises. The right to alter or modify the use of the building, so long as a proper means of access/egress is available to/from the premises. To carry out works to the building or neighbouring property whether or not this diminishes the access of light or air to the premises.
Forfeiture	The Sub-Landlord is entitled to forfeit the lease if payment of the rent is 14 days overdue or if the Sub-Tenant has not complied with any of the terms of this lease. Forfeiture will not cancel any of the Sub-Tenant's outstanding obligations.