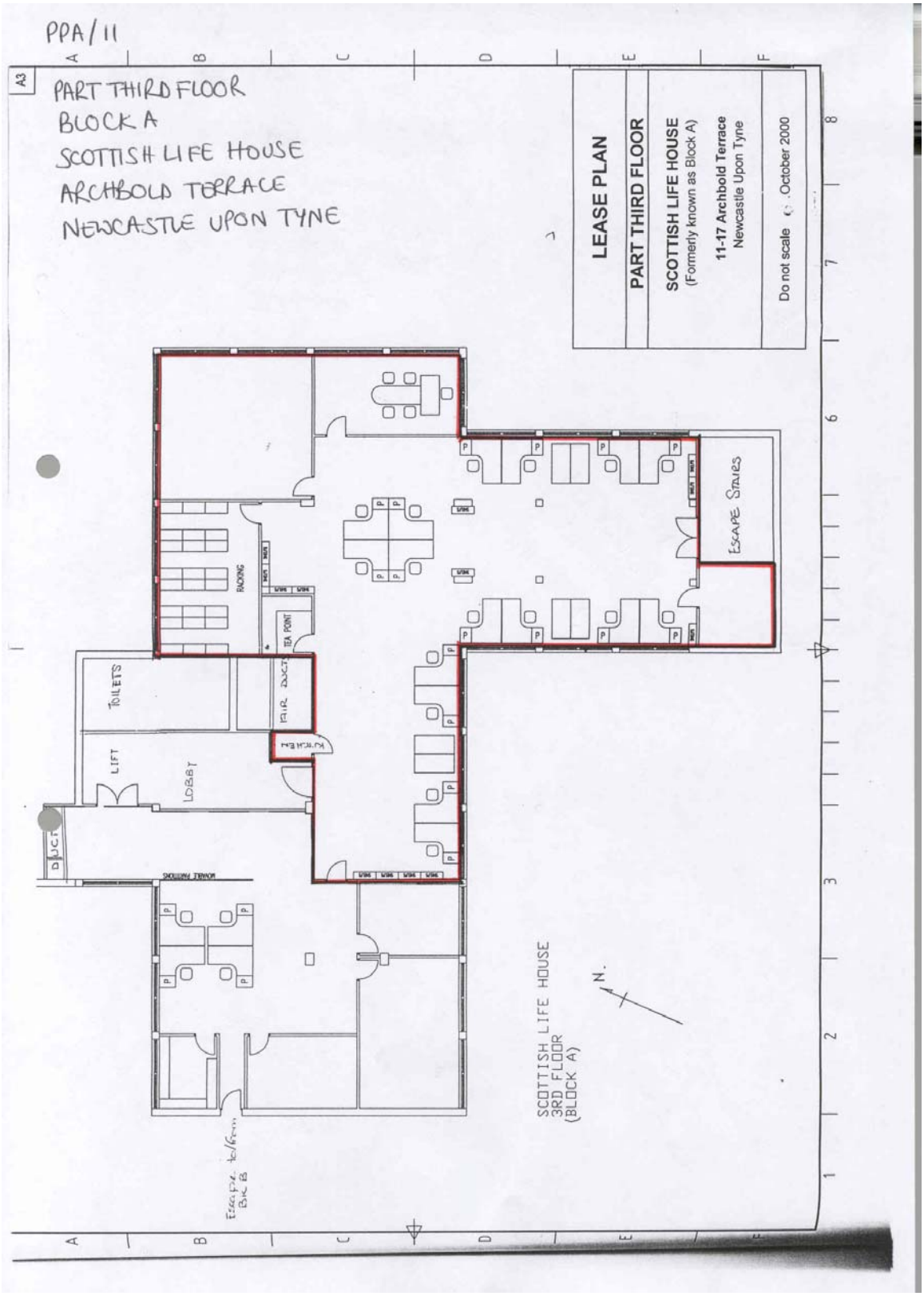
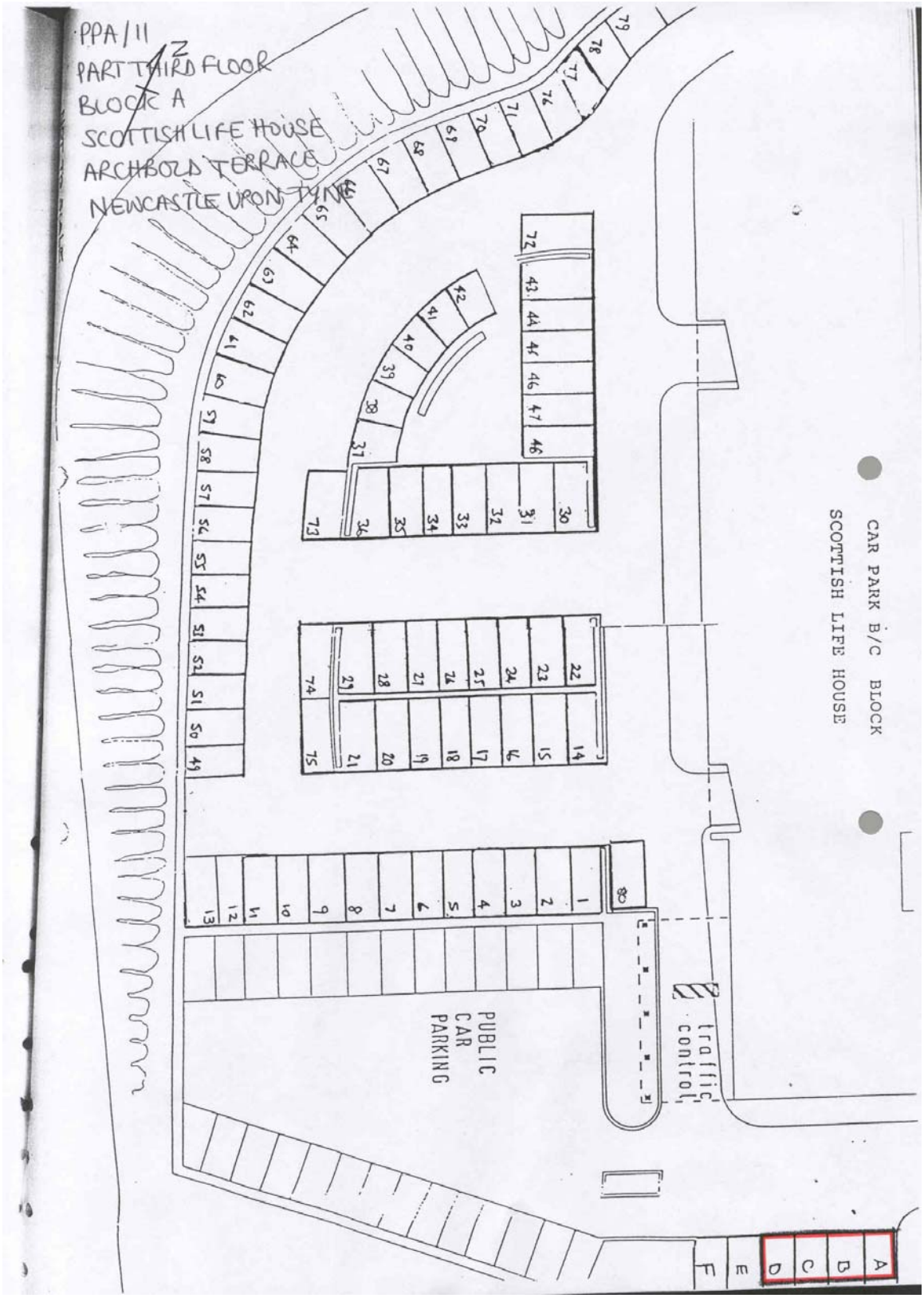
SCOTTISH LIFE HOUSE
BLOCK A

PPA Reference	PPA/11
Tenure	Leasehold
Demised Premises	Part Third Floor Block A Scottish Life House Archbold Terrace Newcastle-Upon-Tyne (shown edged red on the plan)
Gross Internal Area	
Date of Lease	6 July 2001
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Offices
Use	Information Technology
Registered / Unregistered	Unregistered
Landlord	Archbold Terrace Nominees Limited
Term	27 November 2000 to 27 July 2009. Note that sections 24-28 Landlord and Tenant Act 1954 are excluded. Option to renew: Option for the Tenant to renew for a term of 7 years from 27 July 2009 if at least three months' written notice given to Landlord after 27 November 2008.
Break Clause	The lease contains a Tenant's option to determine on 27 November 2005 which is conditional upon the tenant of the remainder of the Third floor being The Secretary of State for Health (acting through the Directorate of Counter Fraud Services) also exercising its option to determine its lease. It is exercisable by the Tenant serving written notice to determine between 6 and 9 months prior to the break date and payment of a premium of 12 months rent.


PPA/11
A3
PART THIRD FLOOR
BLOCK A
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE
LEASE PLAN
PART THIRD FLOOR
SCOTTISH LIFE HOUSE
(Formerly known as Block A)
11-17 Archbold Terrace
Newcastle Upon Tyne
Do not scale © October 2000
ESCAPE STAIRS
RACKING
TEA POINT
TOILETS
LIFT
LOBBY
SCOTTISH LIFE HOUSE
3RD FLOOR
(BLOCK A)
N.


PPA/11
PART THIRD FLOOR
BLOCK A
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE
CAR PARK B/C BLOCK
SCOTTISH LIFE HOUSE
PUBLIC CAR PARKING
traffic control
A
B
C
D
E
F

Other	By an Agreement dated 7 December 2000 made between The Prescription Pricing Authority (PPA) (1), The Directorate of Counter Fraud Services (DCFS) (2) and Archbold Terrace Nominees Limited (the Landlord) (3), DCFS agrees that, upon receipt of at least 10 months' written notice from PPA, it will immediately exercise the option to break contained in its lease of the other part of the third floor. If DCFS exercises the option to break in the DCFS lease and PPA has not exercised its own break clause, then the Landlord shall grant, and PPA accept, a new lease of the DCFS premises for the unexpired residue of the original term granted to DCFS.
User	Class B1(a) offices including mainframe computer operations, printing and paper handling and storage.
Rent	£28,753 per annum from 26 May 2001 subject to review.
Rent review	Rent review date: 28 July 2004 Upwards only rent review to the then open market rent. Open market rent to be determined with the usual assumptions and disregards. Method of review: The Landlord and the Tenant should attempt to agree the revised rent before the rent review date or a later period if agreed. If no agreement is reached, a jointly appointed valuer, acting as an arbitrator shall determine the open market rent.
Interest on late payment	2% per annum above the base lending rate of Barclays Bank PLC. Payable on any rent or other money not paid within 14 days from the due date. Note that the interest is payable from the day on which payment is due.
Service Charge	The proportion of the Landlord's service costs which the Landlord's surveyor will reasonably determine. Payable quarterly in advance.
Insurance	The Landlord is to insure the Building against the usual risks including loss of rent for not less than 3 years. The Tenant is to reimburse the Landlord for all such premiums.
Repair	The Tenant covenants to keep the premises, including the sprinklers, smoke detectors, fire fighting installations and equipment, ventilators and conducting media connected thereto in good and substantial repair and condition. The Tenant covenants to reimburse the

	Landlord for repair or reinstatement of any conducting media or utilities which exclusively serve the premises although not comprised within the premises.
Decoration	The Tenant is to paint the interior of the premises every 5 years and also in the last year of the term, when the colour must first be approved in writing by the Landlord, such approval not to be unreasonably withheld.
Alterations	Structural alterations are prohibited. The Tenant may make non-structural alterations with the Landlord's prior consent, such consent not to be unreasonably withheld or delayed. However, internal demountable partitions may be erected or removed, provided this does not necessitate alterations to the mechanical or electrical services. The Tenant is to make good any damage caused by such alterations. The Tenant is not to alter the heating or air conditioning system without the Landlord's prior written consent, nor make any alteration whatsoever to the premises except in accordance with the regulations of the Institution of Electrical Engineers or the regulations of other authorities governing e.g. gas, water, fire control or of the insurance company insuring the premises. The Landlord has the right to enter the premises and remove any alterations and execute works to reinstate the premises to their former state if the Tenant breaches this covenant. The Tenant must reimburse the Landlord the costs of this remedial work.
Alienation	All dealings are prohibited save for assignments and charging of the whole and underlettings of the whole or part. These may take place with the Landlord's prior consent, which is not to be unreasonably withheld or delayed. Further, the Tenant may share occupation with a group company or, where the Tenant is a government department, with another government department. 1. Assignments: The Landlord may withhold consent if: a) the proposed assignee is an associate company of the Tenant, or the Tenant has control of the assignee; b) in the Landlord's reasonable opinion, the proposed assignee is not of sufficient financial standing to comply with the covenants; c) in the Landlord's reasonable opinion, the value of the Landlord's interest in the premises, or in

	other property in the vicinity, would be materially diminished by the assignment; d) the proposed assignee has state or diplomatic immunity; e) the proposed assignee exists under laws, or holds the largest proportion of its assets in, a jurisdiction which does not enforce UK court judgments; or f) the Tenant fails to obtain a solicitor's undertaking to pay all the Landlord's reasonable costs in respect of the application for consent. The Landlord may impose the following conditions: i) the Tenant is to obtain written consent no more than three months before assignment; ii) the Tenant is to covenant with the Landlord to comply with the obligations of this Lease; iii) the Tenant and Tenant's Surety (if any) to execute an authorised guarantee agreement; iv) the Tenant must have paid all rents and other sums due and remedied any material breaches of the tenant's covenants; v) that any requisite consent has been obtained from any superior landlord or mortgagee; vi) if reasonably required by the Landlord, the Tenant will procure that the assignee provides: i) a financially sound surety (other than the Tenant); ii) any other security reasonably required; iii) for assignees or sureties not normally resident in England or Wales, or any corporate body without address for service in England or Wales, an acknowledgement that it irrevocably submits to the jurisdiction of the English civil courts. In addition, an address for service at a firm of solicitors in England or Wales. 2. Underlettings: Conditions precedent to the Landlord's consent: 1. The Tenant must obtain the written consent of the Landlord not more than three months before the

	underletting. 2. the Undertenant must covenant with the Landlord to observe and perform all the Tenant's Covenants and obligations of the Underlease. 3. The Tenant must satisfy the Landlord that the Undertenant is respectable and financially sound and able to meet the tenant's obligations under the Underlease. 4. The Underlease must be contracted out of the security of tenure provisions of the Landlord & 1954 Act. 5. The Underlease must be for open market rent, payable quarterly in advance. 6. The Undertenant must covenant with the Tenant and with the Landlord that it will not sub-underlet or deal with the premises or any part thereof. 7. The Underlease must contain covenants with the Tenant and with the Landlord in a similar form to those contained in this Lease. 8. If the Undertenant is not a person resident ordinarily in England or Wales or is not a corporate body formed under English law and has no address for service in England or Wales, it shall acknowledge that it irrevocably submits to the jurisdiction of the English civil courts and shall designate a firm of solicitors as its address for service in England or Wales.
Tenant's Covenants	1. To pay or indemnify the Landlord against a fair proportion of the rates, taxes and outgoings charged upon the premises. To pay VAT on taxable supplies made by the Landlord to the Tenant. To pay or indemnify the Landlord against gas, electricity, water and telephone charges to the premises. 2. Upon 48 hours prior written notice (except in emergencies), to permit the Landlord and any persons authorised by it to enter the premises to: a) repair any adjoining premises or connect to, inspect, clean or repair any conducting media; b) view the state, condition and user of the premises; c) take lists of fixtures and fittings; d) show prospective tenants or purchasers around the premises or adjoining premises; e) repair or modify the premises; f) visually inspect the premises to determine whether there is any breach of the Tenant's repairing obligations; g) perform any Landlord management functions; h) comply with any Landlord's obligation under

	any Superior Lease. The Landlord shall cause as little disruption to the Tenant as possible and shall make good any damage caused thereby. 3. At the termination of the term, quietly to yield up the premises having removed all the Tenant's fixtures and fittings and any alterations, if required by the Landlord. To make good all damage resulting from removal of the Tenant's belongings. 4. Not to allow the premises to be used for residential or sleeping purposes nor for any immoral or illegal purpose. Not to use the premises for gambling, gaming or as a betting office, or for the sale of beer, wines and spirits. Not to permit any musical instrument, record player, loud speaker or other apparatus to be played. Not to permit any auctions to be held on the premises. Music may be played in the premises so long as no disturbance is caused to the Landlord or adjoining occupiers. Not to use the premises for any public or political meetings. Only to store goods within the demised premises or in an area located for that purpose by the Landlord. Not to use any fuel burning apparatus on the premises, unless approved by the Landlord. To provide caretaking and security arrangements if the premises are left vacant. To obtain the Landlord's prior written consent and any requisite license or approval before storing or bringing onto the premises any hazardous materials. 5. Not to carry on any noisy, offensive or dangerous business on the premises, or to do or allow anything which could cause a nuisance or disturbance to the Landlord or its tenants or occupiers of adjoining premises. Not to interfere with any electrical, electronic or radio signals from adjoining premises or neighbouring premises. Not to use ground radio frequencies without the prior written consent of the Landlord. 6. To comply within 2 months with any repairing notice given by the Landlord. If the Tenant defaults in the execution of the works, the Landlord may enter the premises and complete the works and the Tenant covenants to repay the Landlord the cost thereof. 7. To provide the Landlord with written notice of the name, address and telephone number of two key-holders of the premises. 8. To comply with all legal requirements in respect of the premises and to indemnify the Landlord

	against any liability due to the Tenant's breach of such laws. To execute all works legally required on the premises within two months of the Landlord giving the Tenant written notice of this requirement. The Tenant covenants to indemnify the Landlord against his costs in doing such work if the Tenant fails to do so. 9. To comply with the Planning Acts and to indemnify the Landlord against all expenses and claims resulting from any contravention by the Tenant of such Acts. Not to do or knowingly permit anything to be done on or in relation to the premises, by reason of which the Landlord may become liable to pay penalties, damages, costs, taxes or any other monies under any enactment. 10. Not to make any application for any planning consent without the Landlord's prior written consent. Not to implement the planning permission without the Landlord's consent , such consent not to be unreasonably withheld or delayed. To complete any works by a date before the determination of the term. 11. The Tenant is to give the Landlord a copy of any notice, order, license, permission or direction given under any enactment or any refusal of or conditions imposed under any such license, consent or permission within 14 days of receipt. 12. At the request and cost of the Landlord, to make any objection, representation or appeal in respect of any regulatory requirements. 13. Not to fix any sign or advertisement visible from outside the premises without the prior written approval of the Landlord (not to be unreasonably withheld or delayed). The Tenant does have the right to erect a nameplate within the entrance hall and on the landings and upon any general estate board so long as the Landlord's prior approval has been obtained. 14. Not to overload the floors, ceilings, walls or structure of the premises by placing or suspending any object of excessive weight thereon. 15. Not to install any machinery which is noisy or may cause dangerous vibrations. 16. Not to do or allow anything in or on the premises by which the insurance of the premises or any adjoining premises may be vitiated or prejudiced. At the Tenant's own expense to comply with any requirements of the insurers of the premises. To notify the Landlord forthwith of any damage or

	destruction of the premises. To pay to the Landlord any insurance monies which are irrecoverable by reason of any act or default of the Tenant or any licensee or invitee of the Tenant. To pay a fair proportion of any uninsured excess payable by the Landlord in respect of any destruction of or damages to the premises. 17. Only to use fire exits and emergency doors in the case of a fire or an emergency. To comply with all the requirements of the relevant authorities concerning escape from the premises in the event of fire. Not to store or allow any dangerous, combustible, inflammable or explosive articles except for normal office materials in the premises. To keep the premises sufficiently supplied with fire fighting and extinguishing apparatus and appliances. 18. Not to fit any pole, mast or wire to the external surface of the premises. The previous written consent of the Landlord is needed to affix any poles, aerials or wires in connection with wireless or television apparatus. Landlord's consent not to be unreasonably withheld or delayed. 19. Not to stop-up, darken or obstruct any windows or other openings of the premises. Not to knowingly permit any encroachment or easement to be made or acquired on or over the premises. 20. On demand to pay to the Landlord a fair proportion of the cost plus VAT of repairing, maintaining and renewing party walls, fences, sewers, drains, water courses, conducting media, access ways and roadways within or adjoining the building which are used in common with the occupiers of any adjoining premises. 21. At any time in the last six months before the determination of the term, to allow the Landlord to fix a notice board for re-letting to the premises. At any time during the term, to permit the Landlord to fix a sign for sale to the premises. 22. To take measures to ensure that any effluent discharged from the premises will not be harmful or obstruct the drains or sewers. To keep all water courses and drains flushed and cleansed and free from obstruction. Not to allow the discharge of any fluid, fumes or anything of a poisonous or noxious nature from the premises. To indemnify the Landlord against any claims arising from damaged caused in this way. To take steps to prevent the emanation from the premises of any

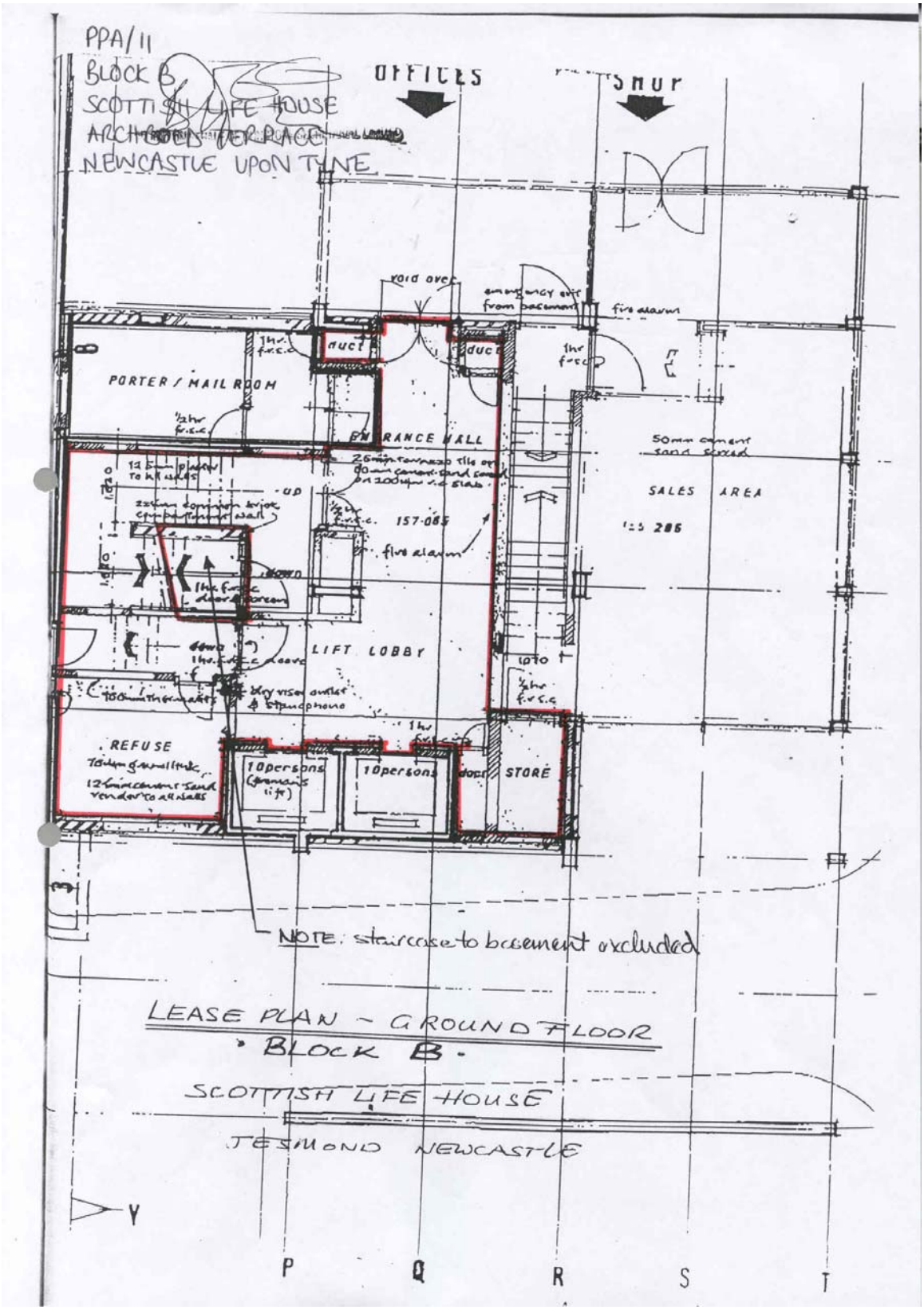
	noise, fumes, heat, excessive vibration or electronic interference. To put all rubbish and refuse into the receptacles provided or designated by the Landlord and not to burn any rubbish or refuse on the premises. 23. Not to obstruct the common parts or any roads, paths, forecourt or other access area. 24. To inform the Landlord in writing of any defects in the premises which might give rise to a duty being imposed upon the Landlord. 25. To comply with all the Landlord's reasonable regulations regarding the security of the building, avoidance of nuisance or inconvenience to persons lawfully using the common parts, prevention of damage to the building or the more convenient allocation of the lavatories. 26. On request to provide the Landlord with a set of keys to the premises. 27. To pay all the costs and expenses incurred by the Landlord in: a) service of notice pursuant to s146 and/or s147 of the of Law of Property Act 1925; b) the service of any notice or demand or schedule of dilapidations; c) in the supervision of any works to be carried out in pursuance of any notice or schedule of dilapidations; d) the recovery of any arrears of rent due from the Tenant or procuring the remedy of any breach of covenant by the Tenant. 28. To pay the costs incurred by the Landlord in applications by the Tenant for the Landlord's consent. 29. To notify the Landlord within 28 days of: a) any individual surety becoming bankrupt or making any assignment for the benefit of his creditors or entering into any such arrangement; b) any individual surety dying; c) any corporate surety being wound up, either voluntarily or compulsory save for the purpose of amalgamation or reconstruction; d) any corporate surety being removed from the Register of Companies. If the Landlord so requires, the Tenant must at its own expense procure a new surety acceptable to the Landlord.
Landlord's Covenants	1. To insure the building and Landlord's fittings and fixtures against the usual risks. Forthwith to put

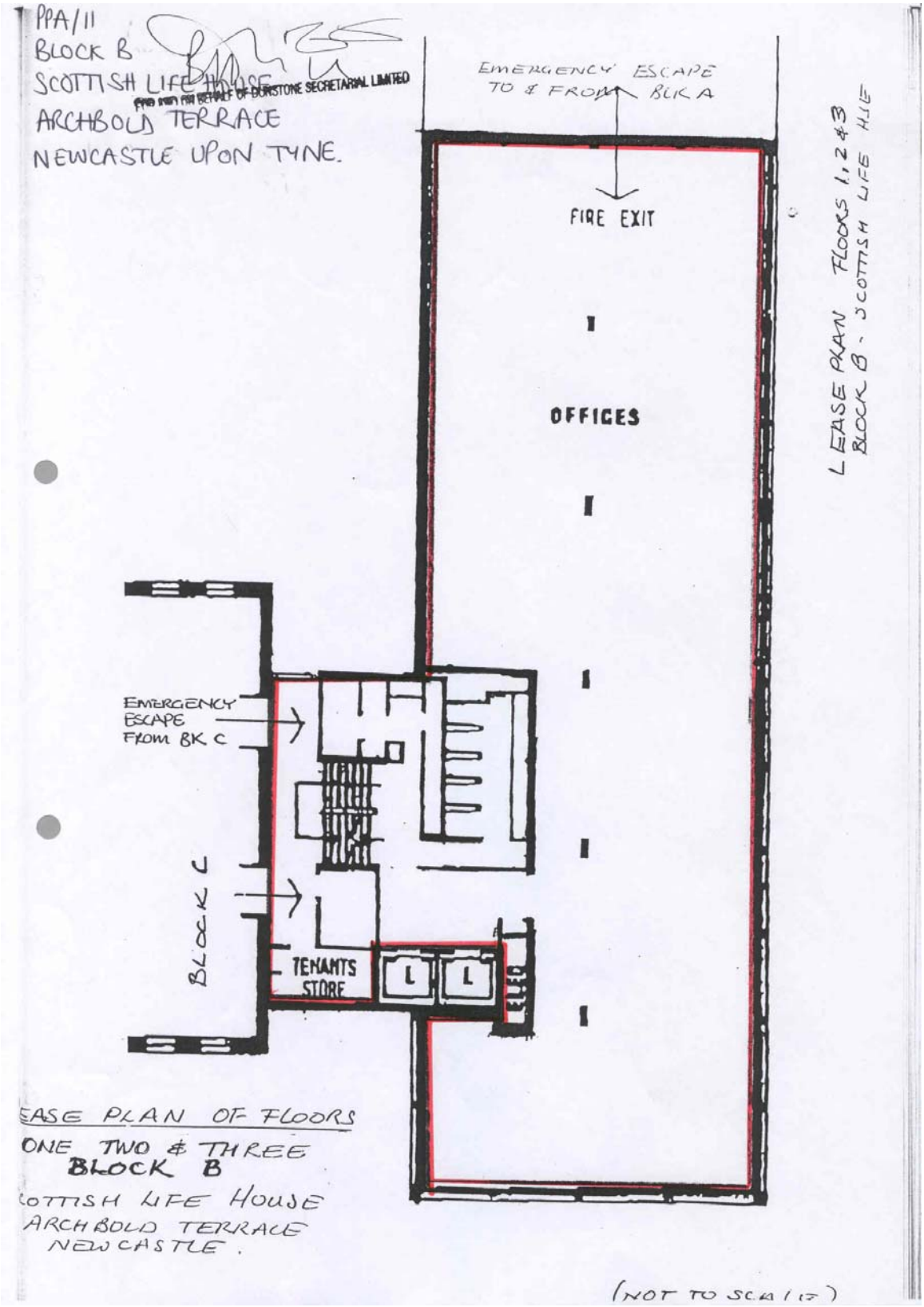
	any insurance money received due to damage or destruction of the building by an insured risk towards the necessary labour and materials to rebuild the building. 2. To allow the Tenant quiet enjoyment of the premises. 3. Subject to the payment of the service rent, to provide the services. 4. To ensure the shelter, support and protection of the premises as exist at the start of the lease continue. 5. Upon request, to provide the Tenant with written notice of the name, home address and telephone number of two key-holders of the building. 6. To use reasonable endeavours to ensure the underground car park of the building is locked and secure by 7pm every evening.
Rights Granted	1. The right in common with the Landlord to use the common parts and the lavatories and facilities within the common parts. 2. The right of support, shelter and protection afforded to the premises by the building. 3. The right to use the utilities supplied to the premises via the conducting media. 4. Upon reasonable notice, the right to enter the other parts of the building to inspect, maintain, repair or renew the utilities and conducting media. The Tenant is to make good any damage caused thereby to the Landlord's reasonable satisfaction. 5. In case of fire or other emergency, the right to escape on foot over and along the adjoining unit on the third floor of Block A of the building. 6. The right to use the car parking spaces marked A-D on the plan at any time of day or night. However, the Landlord may nominate equally convenient, alternative spaces upon at least one month's written notice.
Rights Reserved	The covenants, conditions and provisions set out in the Property and Charges Registers of Title Numbers TY171725 and ND12444, being the Landlord's freehold registered titles to Scottish Life House. Please note that most of these entries do not affect PPA because they relate to the construction of Scottish Life House. The powers, rights, matters and discretions reserved to the Landlord under this Lease shall also be reserved to or exercisable by any Superior Landlord. If the Tenant proposes to do anything for which the consent of the Superior Landlord is required, the Tenant shall bear the

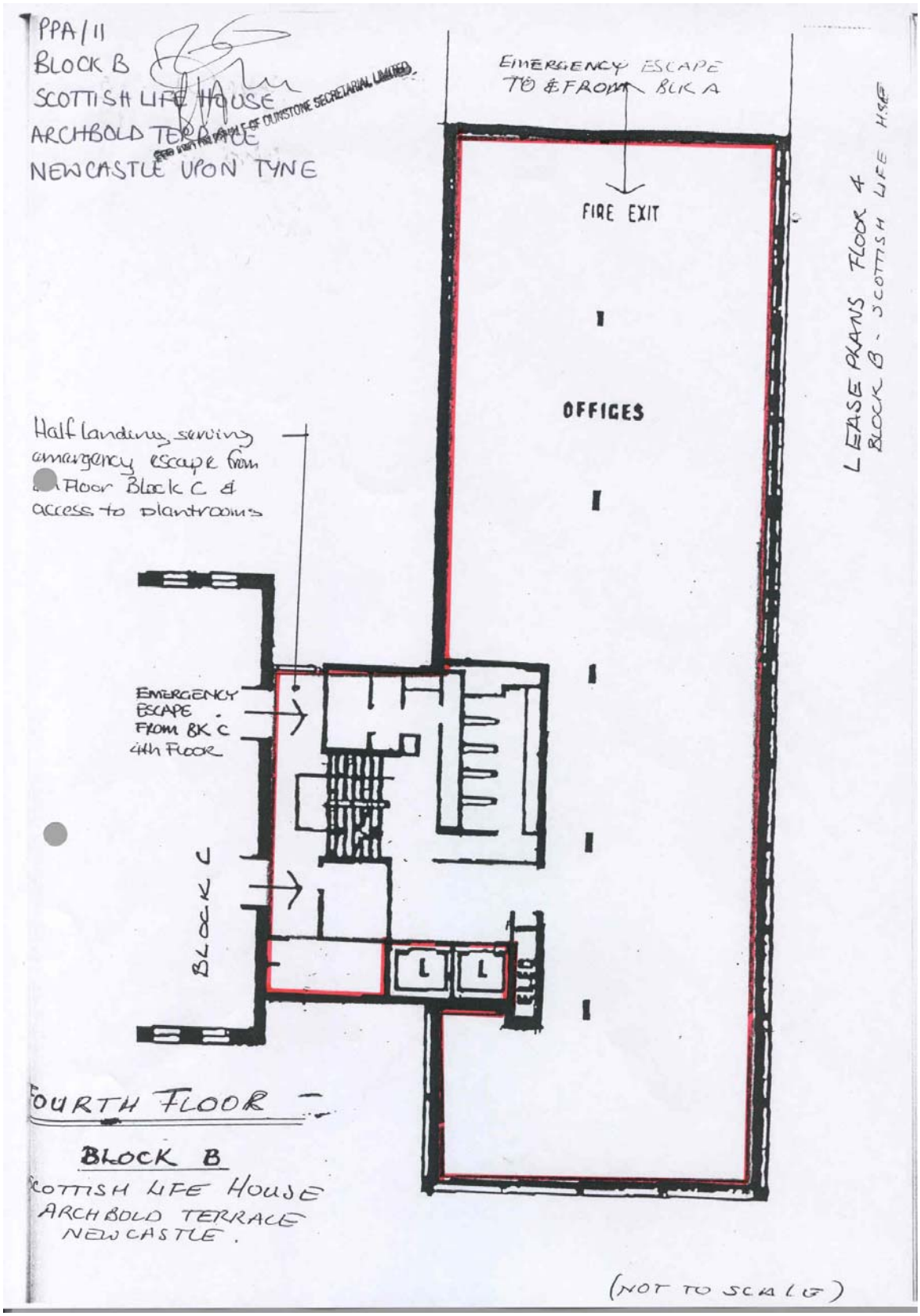
	costs of obtaining such consent.
Forfeiture	The Landlord may re-enter the premises, whereupon the term will absolutely determine if: i) any of the rents are in arrears for 21 days; ii) there is a breach by the Tenant of his covenants under this Lease; or iii) the Tenant or any surety becomes insolvent.

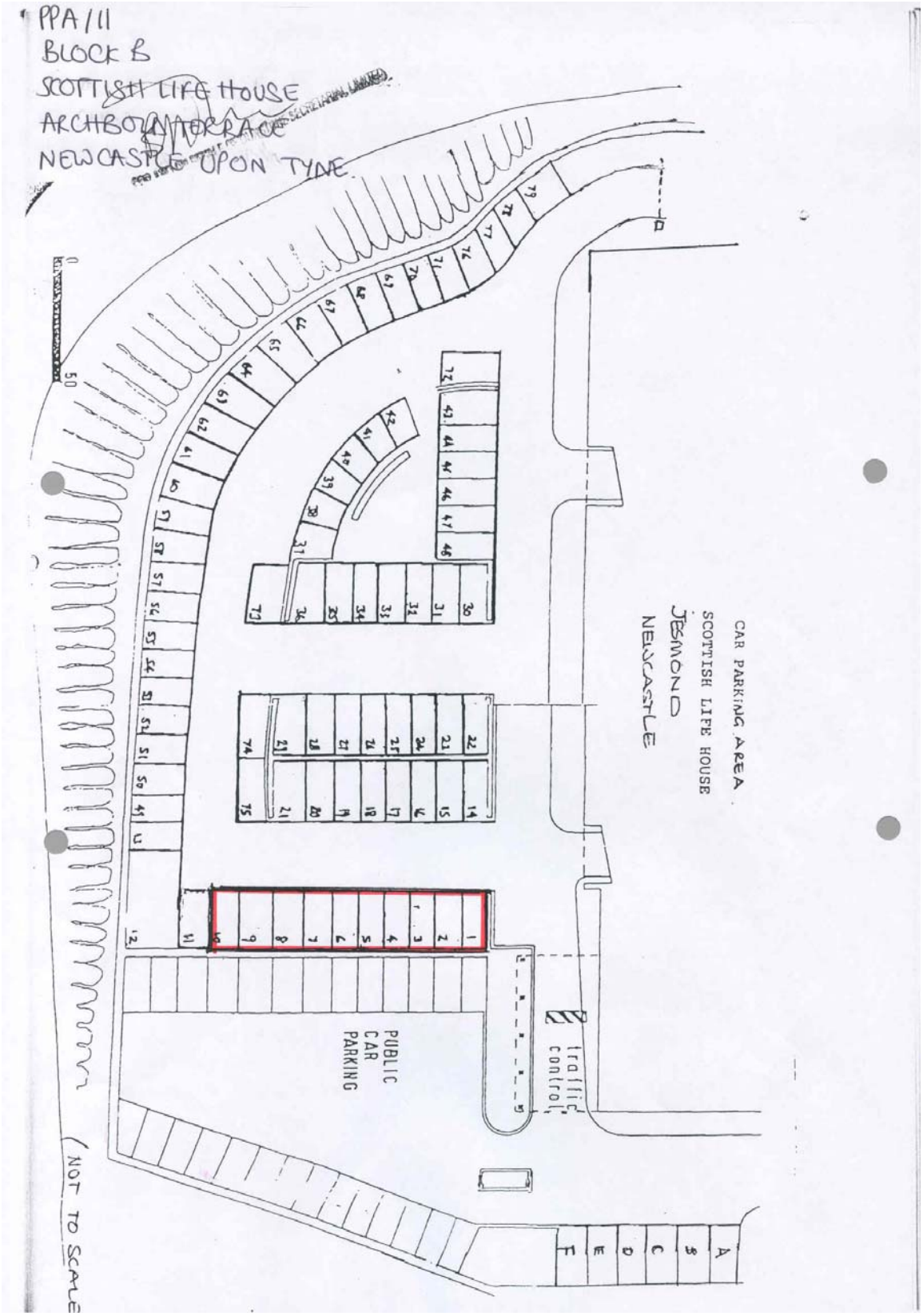
SCOTTISH LIFE HOUSE
BLOCK B

PPA Reference	PPA/11
Tenure	Leasehold
Demised Premises	Parts of Ground, 1st, 2nd, 3rd and 4th Floors plus 10 car parking spaces Block B Scottish Life House Archbold Terrace Newcastle-Upon-Tyne (shown edged red on the plan)
Gross Internal Area	
Date of Lease	28 July 1999
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Offices
Use	Information Technology
Registered / Unregistered	Unregistered
Landlord	Archbold Terrace Nominees Limited
Term	From 28 July 1999 for 10 years plus any period of holding over. Note that sections 24-28 of the Landlord and Tenant Act 1954 are not excluded.


PPA/11
BLOCK B
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE
OFFICES
SHOP
void over
emergency exit from basement
fire alarm
duct
duct
1hr f.r.c.
PORTER / MAIL ROOM
½hr f.r.c.
ENTRANCE HALL
26mm terrazzo tile on 40mm cement sand screed on 200μm r.c. slab
50mm cement sand screed
SALES AREA
1:5 285
157-085
fire alarm
LIFT LOBBY
1070
½hr f.r.c.
sky riser outlet & stand pipe
1hr f.r.c.
REFUSE
10 persons (remains lift)
10 persons
STORE
NOTE: staircase to basement excluded
LEASE PLAN - GROUND FLOOR
BLOCK B
SCOTTISH LIFE HOUSE
JESMOND NEWCASTLE
Y
P
Q
R
S
T


PPA/11
BLOCK B
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE.
EMERGENCY ESCAPE TO & FROM BLK A
FIRE EXIT
OFFICES
LEASE PLAN FLOORS 1, 2 & 3
BLOCK B - SCOTTISH LIFE HSE
EMERGENCY ESCAPE FROM BK C
BLOCK C
TENANTS STORE
L
L
EASE PLAN OF FLOORS
ONE TWO & THREE
BLOCK B
COTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE.
(NOT TO SCALE)


PPA/11
BLOCK B
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE
EMERGENCY ESCAPE TO & FROM BLK A
FIRE EXIT
OFFICES
LEASE PLANS FLOOR 4
BLOCK B - SCOTTISH LIFE HSE
Half landing serving emergency escape from 4th Floor Block C & access to plantrooms
EMERGENCY ESCAPE FROM BK C 4th FLOOR
BLOCK C
L
L
FOURTH FLOOR
BLOCK B
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE.
(NOT TO SCALE)


PPA/11
BLOCK B
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE
CAR PARKING AREA
SCOTTISH LIFE HOUSE
JESMOND
NEWCASTLE
PUBLIC CAR PARKING
traffic control
NOT TO SCALE

Break Clause	None
User	Class B1(a) offices including mainframe computer operations, printing and paper handling and storage.
Rent	£147,341 per annum from 28 July 1999, payable quarterly in advance, subject to review.
Rent review	Rent review date: The end of the fifth year of the term. Upwards only rent review to the then open market rent. Open market rent to be determined with the usual assumptions and disregards. Method of review: The Landlord and the Tenant should attempt to agree the revised rent before the rent review date or a later period if agreed. If no agreement is reached, a jointly appointed valuer, acting as an arbitrator shall determine the open market rent.
Interest on late payment	2% per annum above the base lending rate of Barclays Bank PLC. Payable on any rent or other money not paid within 14 days from the due date. Note that the interest is payable from the day on which payment is due.
Service Charge	The proportion of the Landlord's service costs which the Landlord's surveyor will reasonably determine. Payable quarterly in advance. The Service Charge is subject to an initial cap of £2.60 per square foot in the first year of the term. This cap is reviewed in accordance with RPI each year.
Insurance	The Landlord is to insure the Building against the usual risks including loss of rent for not less than 3 years. The Tenant is to reimburse the Landlord for all such premiums.
Repair	The Tenant covenants to keep the premises, including the sprinklers, smoke detectors, fire fighting installations and equipment, ventilators and conducting media connected thereto in good and substantial repair and condition. The Tenant covenants to reimburse the Landlord for repair or reinstatement of any conducting media or utilities which exclusively serve the premises although not comprised within the premises.
Decoration	The Tenant is to paint the interior of the premises every 5 years and also in the last year of the term, when the colour must first be approved in writing by the Landlord, such approval not to be unreasonably withheld.

Alterations	Structural alterations are prohibited. The Tenant may make non-structural alterations with the Landlord's prior consent, such consent not to be unreasonably withheld or delayed. However, internal demountable partitions may be erected or removed, provided this does not necessitate alterations to the mechanical or electrical services. The Tenant is to make good any damage caused by such alterations. The Tenant is not to alter the heating or air conditioning system without the Landlord's prior written consent, nor make any alteration whatsoever to the premises except in accordance with the regulations of the Institution of Electrical Engineers or the regulations of other authorities governing e.g. gas, water, fire control or of the insurance company insuring the premises. The Landlord has the right to enter the premises and remove any alterations and execute works to reinstate the premises to their former state if the Tenant breaches this covenant. The Tenant must reimburse the Landlord the costs of this remedial work.
Alienation	All dealings are prohibited save for assignments and charging of the whole and underlettings of the whole or part. These may take place with the Landlord's prior consent, which is not to be unreasonably withheld or delayed. Further, the Tenant may share occupation with a group company or, where the Tenant is a government department, with another government department. 1. Assignments: The Landlord may withhold consent if: a) the proposed assignee is an associate company of the Tenant, or the Tenant has control of the assignee; b) in the Landlord's reasonable opinion, the proposed assignee is not of sufficient financial standing to comply with the covenants; c) in the Landlord's reasonable opinion, the value of the Landlord's interest in the premises, or in other property in the vicinity, would be materially diminished by the assignment; d) the proposed assignee has state or diplomatic immunity; e) the proposed assignee exists under laws, or holds the largest proportion of its assets in, a jurisdiction which does not enforce UK court judgments; or

f) the Tenant fails to obtain a solicitor's undertaking to pay all the Landlord's reasonable costs in respect of the application for consent.

The Landlord may impose the following conditions:

a) the Tenant is to obtain written consent no more than three months before assignment;
b) the Tenant is to covenant with the Landlord to comply with the obligations of this Lease;
c) the Tenant and Tenant's Surety (if any) to execute an authorised guarantee agreement;
d) the Tenant must have paid all rents and other sums due and remedied any material breaches of the tenant's covenants;
e) that any requisite consent has been obtained from any superior landlord or mortgagee;
f) if reasonably required by the Landlord, the Tenant will procure that the assignee provides:
    i) a financially sound surety (other than the Tenant);
    ii) any other security reasonably required;
    iii) for assignees or sureties not normally resident in England or Wales, or any corporate body without address for service in England or Wales, an acknowledgement that it irrevocably submits to the jurisdiction of the English civil courts. In addition, an address for service at a firm of solicitors in England or Wales.

2. Underlettings:

Conditions precedent to the Landlord's consent:

a) The Tenant must obtain the written consent of the Landlord not more than three months before the underletting.
b) the Undertenant must covenant with the Landlord to observe and perform all the Tenant's Covenants and obligations of the Underlease.
c) The Tenant must satisfy the Landlord that the Undertenant is respectable and financially sound and able to meet the tenant's obligations under the Underlease.
d) The Underlease must be contracted out of the security of tenure provisions of the Landlord & 1954 Act.
e) The Underlease must be for open market rent, payable quarterly in advance.
f) The Undertenant must covenant with the Tenant

	and with the Landlord that it will not sub-underlet or deal with the premises or any part thereof. g) The Underlease must contain covenants with the Tenant and with the Landlord in a similar form to those contained in this Lease. h) If the Undertenant is not a person resident ordinarily in England or Wales or is not a corporate body formed under English law and has no address for service in England or Wales, it shall acknowledge that it irrevocably submits to the jurisdiction of the English civil courts and shall designate a firm of solicitors as its address for service in England or Wales.
Tenant's Covenants	1. To pay or indemnify the Landlord against a fair proportion of the rates, taxes and outgoings charged upon the premises. To pay VAT on taxable supplies made by the Landlord to the Tenant. To pay the Landlord any unrecoverable VAT for supplies of goods or services which do not constitute taxable supplies. To pay or indemnify the Landlord against gas, electricity, water and telephone charges to the premises. 2. Upon 48 hours prior written notice (except in emergencies), to permit the Landlord and any persons authorised by it to enter the premises to: a) repair any adjoining premises or connect to, inspect, clean or repair any conducting media; b) view the state, condition and user of the premises; c) take lists of fixtures and fittings; d) show prospective tenants or purchasers around the premises or adjoining premises; e) repair or modify the premises; f) visually inspect the premises to determine whether there is any breach of the Tenant's repairing obligations; g) perform any Landlord management functions; h) comply with any Landlord's obligation under any Superior Lease. The Landlord shall cause as little disruption to the Tenant as possible and shall make good any damage caused thereby. 3. At the termination of the term, quietly to yield up the premises having removed all the Tenant's fixtures and fittings and any alterations, if required by the Landlord. To make good all damage resulting from removal of the Tenant's belongings. 4. Not to allow the premises to be used for residential

	or sleeping purposes nor for any immoral or illegal purpose. Not to use the premises for gambling, gaming or as a betting office, or for the sale of beer, wines and spirits. Not to permit any musical instrument, record player, loud speaker or other apparatus to be played. Not to permit any auctions to be held on the premises. Music may be played in the premises so long as no disturbance is caused to the Landlord or adjoining occupiers. Not to use the premises for any public or political meetings. Only to store goods within the demised premises or in an area located for that purpose by the Landlord. Not to use any fuel burning apparatus on the premises, unless approved by the Landlord. To provide caretaking and security arrangements if the premises are left vacant. To obtain the Landlord's prior written consent and any requisite license or approval before storing or bringing onto the premises any hazardous materials. 5. Not to carry on any noisy, offensive or dangerous business on the premises, or to do or allow anything which could cause a nuisance or disturbance to the Landlord or its tenants or occupiers of adjoining premises. Not to interfere with any electrical, electronic or radio signals from adjoining premises or neighbouring premises. Not to use ground radio frequencies without the prior written consent of the Landlord. 6. To comply within 2 months with any repairing notice given by the Landlord. If the Tenant defaults in the execution of the works, the Landlord may enter the premises and complete the works and the Tenant covenants to repay the Landlord the cost thereof. 7. To provide the Landlord with written notice of the name, address and telephone number of two key-holders of the premises. 8. To comply with all legal requirements in respect of the premises and to indemnify the Landlord against any liability due to the Tenant's breach of such laws. To execute all works legally required on the premises within two months of the Landlord giving the Tenant written notice of this requirement. The Tenant covenants to indemnify the Landlord against his costs in doing such work if the Tenant fails to do so. 9. To comply with the Planning Acts and to indemnify the Landlord against all expenses and claims resulting from any contravention by the Tenant of

	such Acts. Not to do or knowingly permit anything to be done on or in relation to the premises, by reason of which the Landlord may become liable to pay penalties, damages, costs, taxes or any other monies under any enactment. 10. Not to make any application for any planning consent without the Landlord's prior written consent. Not to implement the planning permission without the Landlord's consent , such consent not to be unreasonably withheld or delayed. To complete any works by a date before the determination of the term. 11. The Tenant is to give the Landlord a copy of any notice, order, license, permission or direction given under any enactment or any refusal of or conditions imposed under any such license, consent or permission within 14 days of receipt. 12. At the request and cost of the Landlord, to make any objection, representation or appeal in respect of any regulatory requirements. 13. Not to fix any sign or advertisement visible from outside the premises without the prior written approval of the Landlord (not to be unreasonably withheld or delayed). The Tenant does have the right to erect a nameplate within the entrance hall and on the landings and upon any general estate board so long as the Landlord's prior approval has been obtained. 14. Not to overload the floors, ceilings, walls or structure of the premises by placing or suspending any object of excessive weight thereon. 15. Not to install any machinery which is noisy or may cause dangerous vibrations. 16. Not to do or allow anything in or on the premises by which the insurance of the premises or any adjoining premises may be vitiated or prejudiced. At the Tenant's own expense to comply with any requirements of the insurers of the premises. To notify the Landlord forthwith of any damage or destruction of the premises. To pay to the Landlord any insurance monies which are irrecoverable by reason of any act or default of the Tenant or any licensee or invitee of the Tenant. To pay a fair proportion of any uninsured excess payable by the Landlord in respect of any destruction of or damages to the premises. 17. Only to use fire exits and emergency doors in the case of a fire or an emergency. To comply with all the requirements of the relevant authorities

	concerning escape from the premises in the event of fire. Not to store or allow any dangerous, combustible, inflammable or explosive articles except for normal office materials in the premises. To keep the premises sufficiently supplied with fire fighting and extinguishing apparatus and appliances. 18. Not to fit any pole, mast or wire to the external surface of the premises. The previous written consent of the Landlord is needed to affix any poles, aerials or wires in connection with wireless or television apparatus. Landlord's consent not to be unreasonably withheld or delayed. 19. Not to stop-up, darken or obstruct any windows or other openings of the premises. Not to knowingly permit any encroachment or easement to be made or acquired on or over the premises. 20. On demand to pay to the Landlord a fair proportion of the cost plus VAT of repairing, maintaining and renewing party walls, fences, sewers, drains, water courses, conducting media, access ways and roadways within or adjoining the building which are used in common with the occupiers of any adjoining premises. 21. At any time in the last six months before the determination of the term, to allow the Landlord to fix a notice board for re-letting to the premises. At any time during the term, to permit the Landlord to fix a sign for sale to the premises. 22. To take measures to ensure that any effluent discharged from the premises will not be harmful or obstruct the drains or sewers. To keep all water courses and drains flushed and cleansed and free from obstruction. Not to allow the discharge of any fluid, fumes or anything of a poisonous or noxious nature from the premises. To indemnify the Landlord against any claims arising from damaged caused in this way. To take steps to prevent the emanation from the premises of any noise, fumes, heat, excessive vibration or electronic interference. To put all rubbish and refuse into the receptacles provided or designated by the Landlord and not to burn any rubbish or refuse on the premises. 23. Not to obstruct the common parts or any roads, paths, forecourt or other access area. 24. To inform the Landlord in writing of any defects in the premises which might give rise to a duty being imposed upon the Landlord. 25. To indemnify the Landlord from any liability

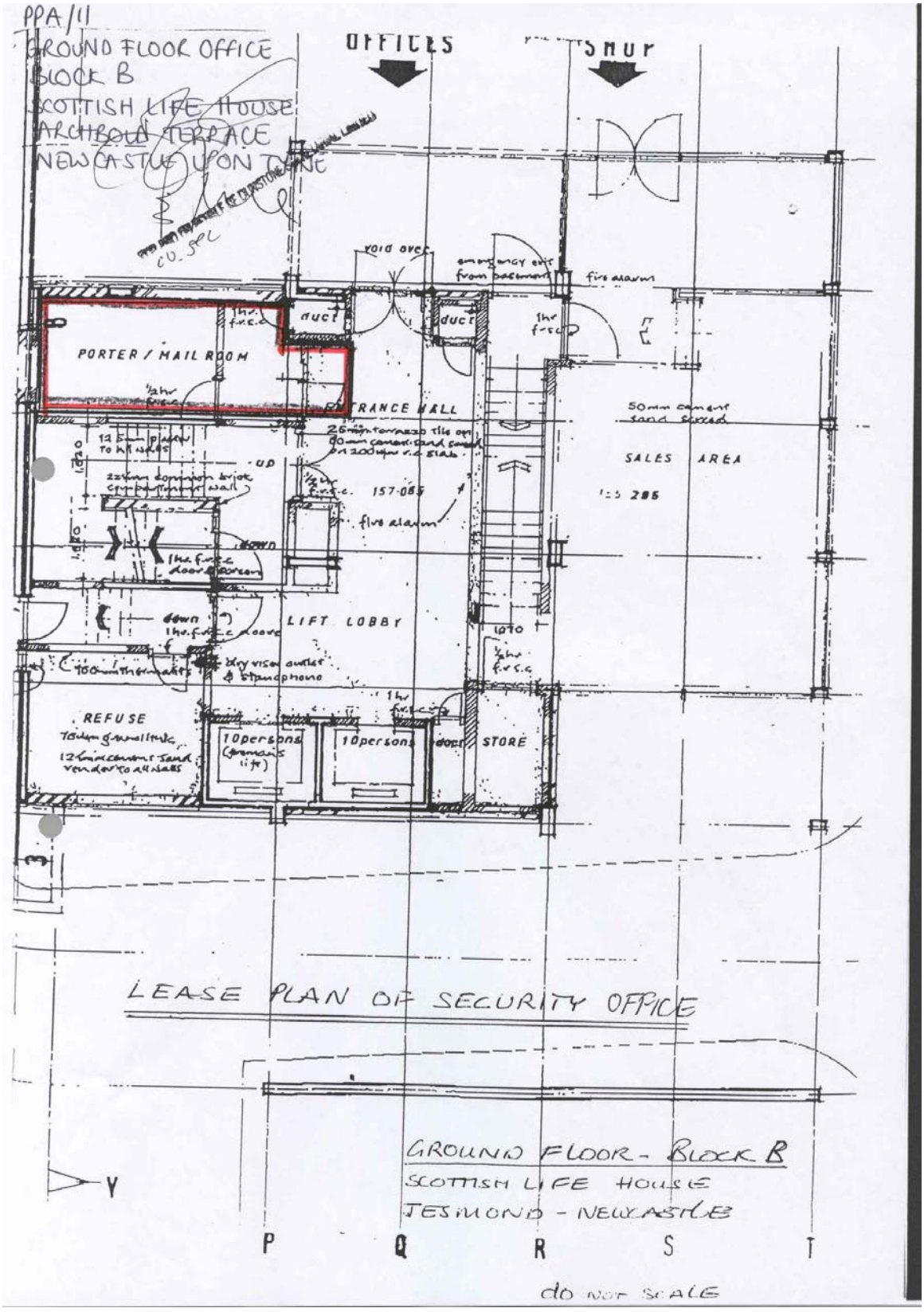
	arising from: e) the state of repair of the premises due to the Tenant's failure to perform the tenant's covenants; f) any act or omission of the Tenant, its undertenants or their respective agents, servants, licensees and visitors; g) works of repair or construction carried out by or on behalf of the Tenant; h) the user of the premises; or i) any breach of the Tenant's covenants. 26. To comply with all the Landlord's reasonable regulations regarding the security of the building, avoidance of nuisance or inconvenience to persons lawfully using the common parts, prevention of damage to the building or the more convenient allocation of the lavatories. 27. On request to provide the Landlord with a set of keys to the premises. 28. To pay all the costs and expenses incurred by the Landlord in: a) service of notice pursuant to s146 and/or s147 of the of Law of Property Act 1925; b) the service of any notice or demand or schedule of dilapidations; c) in the supervision of any works to be carried out in pursuance of any notice or schedule of dilapidations; d) the recovery of any arrears of rent due from the Tenant or procuring the remedy of any breach of covenant by the Tenant. 29. To pay the costs incurred by the Landlord in applications by the Tenant for the Landlord's consent. 30. To notify the Landlord within 28 days of: a) any individual surety becoming bankrupt or making any assignment for the benefit of his creditors or entering into any such arrangement; b) any individual surety dying; c) any corporate surety being wound up, either voluntarily or compulsory save for the purpose of amalgamation or reconstruction; d) any corporate surety being removed from the Register of Companies. If the Landlord so requires, the Tenant must at its own expense procure a new surety acceptable to the Landlord.

Landlord's Covenants	1. To insure the building and Landlord's fittings and fixtures against the usual risks. Forthwith to put any insurance money received due to damage or destruction of the building by an insured risk towards the necessary labour and materials to rebuild the building. 2. To allow the Tenant quiet enjoyment of the premises. 3. Subject to the payment of the service rent, to provide the services. 4. To ensure the shelter, support and protection of the premises as exist at the start of the lease continue. 5. Upon request, to provide the Tenant with written notice of the name, home address and telephone number of two key-holders of the building. 6. To use reasonable endeavours to ensure the underground car park of the building is locked and secure by 7pm every evening.
Rights Granted	1. The right in common with the Landlord to use the common parts and the lavatories and facilities within the common parts. 2. The right of support, shelter and protection afforded to the premises by the building. 3. The right to use the utilities supplied to the premises via the conducting media. 4. Upon reasonable notice, the right to enter the other parts of the building to inspect, maintain, repair or renew the utilities and conducting media. The Tenant is to make good any damage caused thereby to the Landlord's reasonable satisfaction. 5. In case of fire or other emergency, the right to escape on foot over and along the adjoining unit on the third floor of Block A of the building. 6. The right to affix CCTV cameras, access control, fire control and intruder detection equipment to the exterior of Block B of the building. The right to install cables over the roof of Blocks A and B in positions approved by the Landlord, such approval not to be unreasonably withheld or delayed. The Tenant must at its own cost divert the cables if the Landlord wished to carry out repairs or re-roof. Upon expiry of the term, the Tenant must remove all cables and fixtures and make good any damage to the Landlord's reasonable satisfaction. 7. The right to temporarily remove a window and wall panel from the premises and to erect scaffolding in a position approved by the Landlord such approval not to be unreasonably withheld. 8. The right to use cranes to deliver equipment to the

	premises or the roof of Block B. The Tenant must cause as little nuisance and disturbance to the Landlord and other occupiers of the building as reasonably possible and make good any damage cause. 9. The right to use the storage areas on the half landings of the common stairwell and the rooms adjacent to the lavatories which are fitted out as kitchens.
Rights Reserved	The covenants, conditions and provisions set out in the Property and Charges Registers of Title Numbers TY171725 and ND12444, being the Landlord's freehold registered titles to Scottish Life House. Please note that most of these entries do not affect PPA because they relate to the construction of Scottish Life House. The powers, rights, matters and discretions reserved to the Landlord under this Lease shall also be reserved to or exercisable by any Superior Landlord. If the Tenant proposes to do anything for which the consent of the Superior Landlord is required, the Tenant shall bear the costs of obtaining such consent.
Forfeiture	The Landlord may re-enter the premises, whereupon the term will absolutely determine if: i) any of the rents are in arrears for 21 days; ii) there is a breach by the Tenant of his covenants under this Lease; or iii) the Tenant or any surety becomes insolvent.

SCOTTISH LIFE HOUSE
GROUND FLOOR OFFICE, BLOCK B

PPA Reference	PPA/11
Tenure	Leasehold


PPA/11
GROUND FLOOR OFFICE
BLOCK B
SCOTTISH LIFE HOUSE
ARCHBOLD TERRACE
NEWCASTLE UPON TYNE
OFFICES
void over
emergency exit from basement
fire alarm
duct
duct
PORTER / MAIL ROOM
½hr f.r.c.
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50mm cement sand screed
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157-085
fire alarm
down
LIFT LOBBY
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dry riser outlet & standpipe
REFUSE
10 persons
10 persons
STORE
LEASE PLAN OF SECURITY OFFICE
GROUND FLOOR - BLOCK B
SCOTTISH LIFE HOUSE
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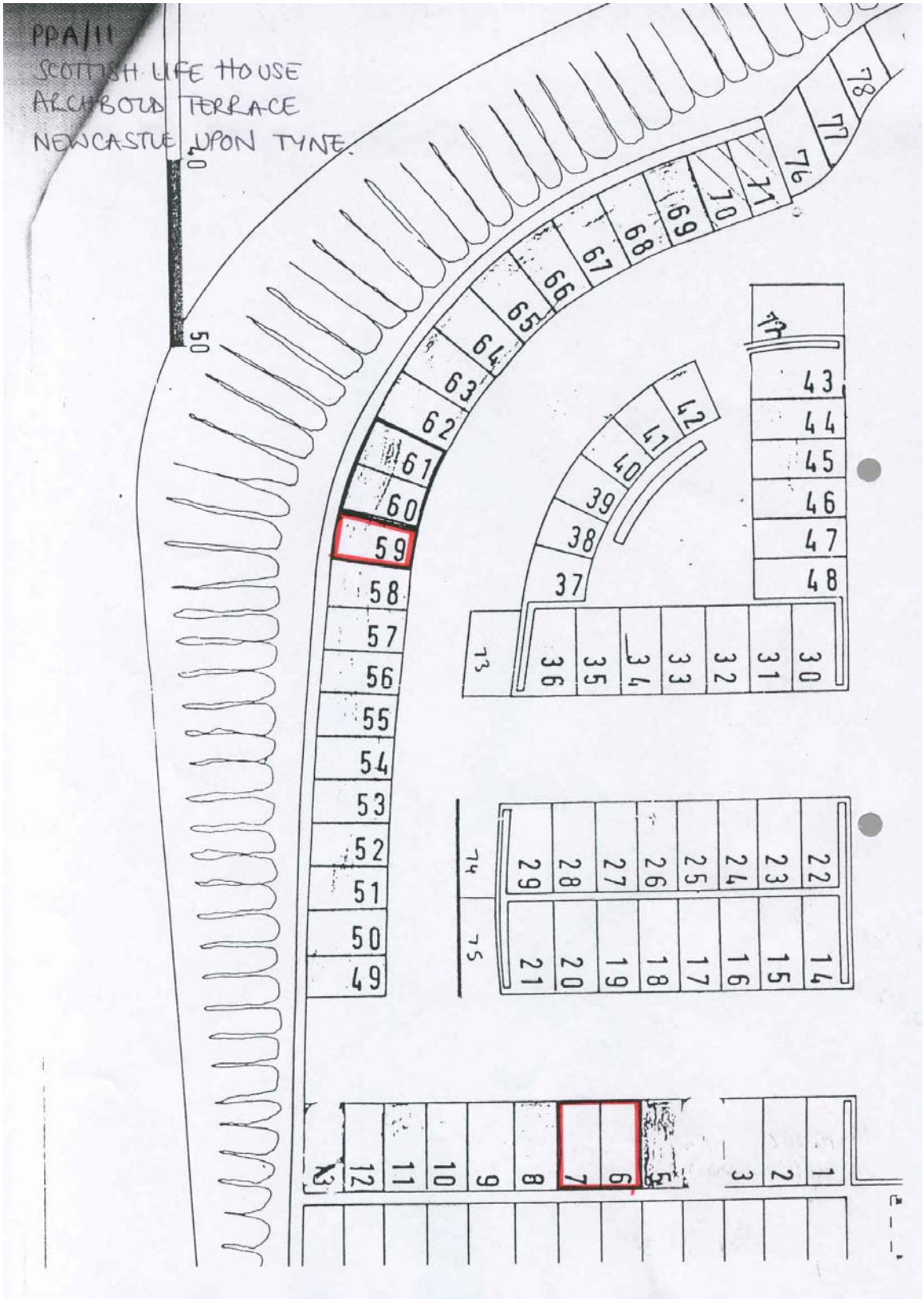
Demised Premises	Office Ground Floor Block B Scottish Life House Archbold Terrace Newcastle-Upon-Tyne (shown edged red on the attached plan)
Gross Internal Area	
Date of Lease	5 August 1999
New or old lease for purposes of Landlord and Tenant (Covenants) Act 1995	New
Description	Office
Use	Security office and reception
Registered / Unregistered	Unregistered
Landlord	Archbold Terrace Nominees Ltd
Term	10 years from 29 July 1999 Note that the security of tenure provisions of Sections 24-28 of the 1954 Act are excluded.
Break Clause	Exercisable by the Landlord if it requires the premises as a security office for the benefit of any part of its interest in Scottish Life House. At least 6 month's written notice to the Tenant is required.
User	Security office and reception
Rent	One peppercorn.
Rent review	None
Interest on late payment	None
Service Charge	None – the Landlord will not provide any services to the premises.
Insurance	The Landlord must insure the premises.
Repair	The Tenant must maintain the premises in good and tenantable repair and keep the premises in a clean and tidy condition.
Decoration	The Tenant must keep the premises in good decorative order.
Alterations	Absolute prohibition.
Alienation	Absolute prohibition.
Tenant's Covenants	1. Within 14 days of written demand, to pay the Landlord's reasonable and proper costs of

	insuring the premises. 2. To pay all the rates, taxes and outgoings in respect of the premises, save those incurred by the Landlord in respect of any dealing with the reversion. 3. Upon receipt of a valid VAT invoice, to pay to the Landlord the VAT on any sums payable under the lease. 4. Not to cause nuisance to the Landlord or adjoining owners or occupiers. 5. Not to allow any occupation of the premises otherwise than by the Tenant, its employees and duly authorised sub-contractors. 6. Not to display signs and notices without the Landlord's prior written consent.
Landlord's Covenants	1. Subject to the payment of the Tenant's insurance contribution, to insure the premises for their full reinstatement value. Upon request to produce to the Tenant evidence of such insurance and payment of the premiums. To apply any insurance monies received in respect of an insured risk to reinstatement of the premises. 2. To allow the Tenant quiet enjoyment of the premises.
Rights Granted	1. The right to pass over and through the common entrance halls and staircases for access to and egress from the premises. 2. The right to free passage of services through the conducting media within the building of which the premises form part.
Rights Reserved	The right to enter the premises upon reasonable notice in writing, at all reasonable times during the office hours, for the purpose of ascertaining whether the terms of the lease have been complied with.
Forfeiture	The Landlord can forfeit the lease by 14 days notice in writing if: a) any sums payable by the Tenant have not been paid by the due date; or b) the Tenant breaches any of the tenant's covenants.

CAR PARK LICENCE

PPA Reference	PPA/11
Tenure	Leasehold
Demised Premises	Three car parking spaces 'the spaces' Scottish Life House Archbold Terrace Newcastle-Upon-Tyne (shown edged red on the plan)
Gross External Area	
Date of Licence	17 November 1987
Description	Three car parking spaces. Initially, spaces 6,7 and 59.
Use	Parking of private cars
Licensor	The Scottish Life Assurance Company
Term	From 17 November 1987 until expiration or sooner determination of the lease held by the Licensee of premises within Block A, Scottish Life House.
Break Clause	Exercisable by either party on a quarter day if one month's prior notice in writing has been given to the other party.
User	Parking of vehicles between 8am and 6pm from Mondays to Fridays, excluding bank and public holidays.
Rent	£350 per annum per space (£1050 per annum), payable quarterly in advance on the usual quarter days. Effective from 19 October 1987.
Rent review	None
Interest on late payment	None
Service Charge	None – the Landlord will not provide any services to the premises.
Insurance	None
Repair	None
Decoration	None
Alterations	None
Alienation	None


PPA/11
SCOTTISH LIFE HOUSE
ALCHBOLD TERRACE
NEWCASTLE UPON TYNE.
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Licensee's Covenants	1. To pay all rates payable in respect of the spaces and a due proportion of general rates payable on the car park as a whole. To pay the VAT which is due on any payments under the licence. 2. To indemnify the Licensor against any loss, damage or injury suffered by any car or person while on, entering or leaving the car park on the Licensee's behalf or with the Licensee's authority and to indemnify the Licensor against any costs incurred by the Licensor in connection therewith. 3. To comply with any of the Licensor's rules and regulations of which it is notified in writing. 4. To pay the Licensor's costs of supplying pass cards to operate the car park's automatic access device. 5. Not to repair any cars in the car park, approach roads or ramps. Not to leave any car stationary on the car park with its engine running except for such time considered reasonable by the Licensor. Not to leave any car standing on the approach roads or ramps. Not to cause or allow any obstruction or inconvenience to other users of the car park. 6. Not to allow any petrol, oil, inflammable or noxious substance into the drains or sewers or to be kept on the car park or in any car (except that in the tank). 7. Not to sound any car hooter in the car park or approaches thereto. Not to cause a nuisance to the Licensors or occupiers of any property in the neighbourhood. 8. Not to do or permit anything in the car park which may render any insurance of the building void or voidable or increase the premiums. 9. To use best edeavours not to cause or permit any car belonging to the Licensee or its staff to be parked otherwise than in the designated spaces.
Licensor's Covenants	None
Rights Granted	To park vehicles on the designated spaces in the car park between 8am and 6pm from Mondays to Fridays, excluding bank and public holidays.
Rights Reserved	The Licensor may re-designate which car parking spaces the Licensee may use.
Forfeiture	The Licensor may immediately terminate the licence upon written notice to the Licensee if any sum payable is not paid within 14 days.

Other relevant terms	The Licensor does not accept any liability in respect of any loss, damage or injury suffered by any car or person on, entering or leaving the car park on behalf of the Licensee, or with the Licensee's authority, even though such loss, damage or injury arose from the Licensor's negligence.