



EVERSHEDS

11.20 a.m.  
built Formula B  
- Spurr-Peterson

Dated

18 October

2009

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY
- (2) LONDON DEVELOPMENT AGENCY

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## SUPPLEMENTAL AGREEMENT

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relating to freehold property in the London Borough of Hackney comprised in Plot Numbers 10, 17, 18, 21, 40, 42, 43, 44, 45, 56, 67 and 110 as shown on the CPO for the London Olympics 2012

**THIS SUPPLEMENTAL AGREEMENT** is made the 18 day of October 2009  
**BETWEEN**

**Seller**

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF HACKNEY whose address is Town Hall,  
Mare Street, London E8 1EA; and

**LDA**

LONDON DEVELOPMENT AGENCY of Palestra, 197  
Blackfriars Road, London SE1 8AA.

**WHEREAS**

- (1) This Supplemental Agreement is supplemental to an agreement dated 2 August 2006 and made between (1) the Seller and (2) LDA ("the Principal Agreement") in which (inter alia) LDA was granted an option to call for a lease of Plot Numbers 6 and 7 (known as "East Marsh" and as defined below) on the terms and conditions of the Principal Agreement.
- (2) The parties have agreed to vary the terms of the Principal Agreement as set out in this Supplemental Agreement.

**NOW IT IS AGREED** as follows:

**1. Definitions and Interpretation**

In this Supplemental Agreement the words and expressions have the meanings given to them in the Principal Agreement and in addition the following words and expressions have the following meanings:

"East Marsh"	the area shown indicatively shaded green, blue, orange and peach on Supplemental Plan 1
"ODA"	The Olympic Delivery Authority
"Supplemental Plan 1"	the attached plan SBH-ATK-ZZ-RWL-DR-T-5-H323-0001 Rev P7
"Supplemental Plan 2"	the attached plan SBH-ATK-ZZ-RWL-DR-T-5-H323-0002 Rev P6
"Supplemental Plan 3"	the attached plan UNN-ATK-ZZ-ECW-DR-U-3-D163-0736 Rev P5

## 2. **Variations**

- 2.1 The form of Template Lease annexed to the Principal Agreement will be replaced by the form of Template Lease annexed to this Supplemental Agreement.
- 2.2 The heading to clause 15.6 and clause 15.6.1 of the Principal Agreement is deleted and is replaced by the following:

### **"15.6 Leases to Occupy East Marsh**

- 15.6.1 15.6.1.1 The LDA may at its option call for a lease or leases to occupy part or parts of East Marsh on the terms set out in Schedule 1 to this Supplemental Agreement.
- 15.6.1.2 The lease or leases to be granted pursuant to Schedule 1 to this Supplemental Agreement will include an option for LDA to acquire at a nominal consideration the relevant freehold interest in the area demised, such option to be exercisable by LDA if a legal challenge is mounted to the use of any part of East Marsh on the basis that LDA have acquired a leasehold rather than a freehold interest and with such acquisition of the relevant freehold interest to be completed on the day 10 working days before the first date of any Court hearing relating to such challenge (unless the parties agree otherwise).
- 15.6.1.3 Save in respect of the areas to be let pursuant to paragraphs 5, 9, 12 and 15 of Schedule 1 each lease will also contain provisions requiring the transfer back to the Seller of the relevant freehold interest no later than 31 August 2013.
- 15.6.1.4 The leases of the areas referred to in paragraphs 5, 9, 12 and 15 of Schedule 1 will contain provisions for the transfer back to the Seller of the relevant freehold interest on the date on which the corresponding lease expires.

### **15.6A Seller's Options**

- 15.6A.1 The Seller may at its option, but conditional upon the prior exercise by LDA of the option referred to in paragraph 9 of Schedule 1 call for an underlease to be granted to it of the area let pursuant to paragraph 9 of Schedule 1 such underlease to be for a term of 125 years (less 1 day) but otherwise on the same terms as the lease to be granted to LDA.



15.6A.2 The Seller may at its option but conditional upon the prior exercise by LDA of the option referred to in paragraph 7 of Schedule 1 and during the transformation works stage following the Olympic Games call for LDA to surrender to the Seller at nil consideration such part or parts of East Marsh shown indicatively shaded green on Supplemental Plan 1 as are required by the Seller for bridge construction works PROVIDED ALWAYS that the Seller's exercise of the option pursuant to this clause 15.6A.2 may be defeated and the request for the surrender refused if in ODA's reasonable opinion it is unreasonable to surrender such land because of the works that ODA needs to carry out to or upon it."

2.3 The leases to be granted to LDA will be based upon the Template Lease with such amendments as are required to reflect the particular circumstances set out in this Supplemental Agreement or as the parties or their solicitors may agree.

2.4 The Seller and LDA agree and confirm that the provisions of clause 15.7 of the Principal Agreement have been complied with.

3. **Other Matters**

3.1 (Save as set out above) in all other respects the provisions of the Principal Agreement (as varied by this Supplemental Agreement) remain in full force and effect.

3.2 The terms of the Principal Agreement are subject as above incorporated by reference into this Supplemental Agreement for the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.

4. **Non Merger**

The Principal Agreement as varied by this Supplemental Agreement remains in full force and effect to the extent that the same remains to be implemented notwithstanding completion of the sale and purchase of the Property.

5. **Execution**

This Supplemental Agreement has been signed by or on behalf of the Seller and LDA and it is exchanged on the date set out above.

## SCHEDULE 1

### Leases to Occupy East Marsh

1. The LDA may at its option call for a lease to occupy that part of East Marsh shown indicatively shaded blue on Supplemental Plan 1.
2. The lease to be granted pursuant to paragraph 1 will be on the following terms:
  - 2.1 Term - commencing 1 October 2009 and expiring on 31 August 2023;
  - 2.2 Break Clause - a Seller or LDA break clause exercisable at any time after 31 August 2013 on giving not less than three months notice;
  - 2.3 Rent - a peppercorn per annum (if demanded);
  - 2.4 Premium - nil;
  - 2.5 Rent Review - none;
  - 2.6 Permitted Use -
    - 2.6.1 an access road;
    - 2.6.2 the erection and retention of hoardings;
    - 2.6.3 the demolition of existing structures/buildings; and
    - 2.6.4 enabling (including stockpiling) works for the construction of bridge L01 and associated embankments.
  - 2.7 Alienation - LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease;
  - 2.8 Maintenance etc - LDA is to have no residual obligations or liabilities under the lease for maintenance etc but is to pass such obligations on to ODA;
  - 2.9 Yielding up - at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA.

3. The LDA may at its option call for a lease to occupy that part of East Marsh shown indicatively shaded peach on Supplemental Plan 1.

4. The lease to be granted pursuant to paragraph 3 will be on the following terms:

- |     |                 |   |   |
|-----|-----------------|---|---|
| 4.1 | Term            | - | commencing 31 May 2010 and expiring on 31 August 2023;  |
| 4.2 | Break Clause    | - | a Seller or LDA break clause exercisable at any time after 31 August 2013 on giving not less than three months notice;  |
| 4.3 | Rent            | - | a peppercorn per annum (if demanded);   |
| 4.4 | Premium         | - | nil;  |
| 4.5 | Rent Review     | - | none;   |
| 4.6 | Permitted Use   | - | for construction of the land bridge;  |
| 4.7 | Alienation      | - | LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease;   |
| 4.8 | Maintenance etc | - | LDA is to have no residual obligations or liabilities under the lease for maintenance etc but is to pass such obligations on to ODA;  |
| 4.9 | Yielding up     | - | at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA. |

5. The LDA may at its option call for a lease to occupy that part of East Marsh shown indicatively shaded orange on Supplemental Plan 1.

6. The lease to be granted pursuant to paragraph 5 will be on the following terms:

- |     |              |   |  |
|-----|--------------|---|--|
| 6.1 | Term         | - | commencing 31 May 2010 and expiring on 31 August 2023;   |
| 6.2 | Break Clause | - | a Seller or LDA break clause exercisable at any time after 31 August 2013 on giving not less than three months notice; |
| 6.3 | Rent         | - | a peppercorn per annum (if demanded);  |
| 6.4 | Premium      | - | nil;   |



- 6.5 Rent Review - none;
- 6.6 Permitted Use - for replacement car parking. The lease will include covenants on the part of the Seller to obtain planning permission and common land consent for the permitted use;
- 6.7 Alienation - LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease. In addition LDA may underlet the whole of the premises let to it to the Seller;
- 6.8 Maintenance etc - LDA is to have no residual obligations or liabilities under the Lease for maintenance etc but is to pass such obligations on to ODA;
- 6.9 Yielding up - at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA.

7. The LDA may at its option call for a lease to occupy that part of East Marsh shown indicatively shaded green on Supplemental Plan 1 together also with (if LDA exercises the option contained in paragraph 9 below) the parts of East Marsh which are shown indicatively coloured blue and peach on Supplemental Plan 1 as are not included in the lease to be granted pursuant to paragraph 9.

8. The lease to be granted pursuant to paragraph 7 will be on the following terms:

- 8.1 Term - commencing 31 May 2011 and expiring on 31 August 2023;
- 8.2 Break Clause - a Seller or LDA break clause exercisable at any time after 31 August 2013 on giving not less than three months notice;
- 8.3 Rent - a peppercorn per annum (if demanded);
- 8.4 Premium - nil;
- 8.5 Rent Review - none;
- 8.6 Permitted Use - transport mall and ancillary uses;

- 8.7 Alienation - LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease;
- 8.8 Maintenance etc - LDA is to have no residual obligations or liabilities under the lease for maintenance etc but is to pass such obligations on to ODA;
- 8.9 Yielding up - at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA.
9. The LDA may at its option call for a lease to occupy that part of East Marsh shown indicatively edged red on Supplemental Plan 2.
10. The lease to be granted pursuant to paragraph 9 will be on the following terms:
- 10.1 Term - 125 years commencing 31 May 2011;
- 10.2 Rent - a peppercorn per annum (if demanded);
- 10.3 Premium - nil;
- 10.4 Rent Review - none;
- 10.5 Permitted Use - permanent ramp;
- 10.6 Alienation - LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease. In addition LDA may underlet the whole of the Premises let to it to the Seller;
- 10.7 Maintenance etc - LDA is to have no residual obligations or liabilities under the lease for maintenance etc and the Seller is to retain such obligations;
- 10.8 Yielding up - at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA;
- 10.9 Underlease - the Lease to be granted to LDA will oblige the Seller to take an underlease of the whole of the premises let to LDA if requested to do so by LDA such underlease to be for a term of 125 years (less one day) but



otherwise on the same terms as the lease to be granted to LDA.

11. If LDA exercises the option contained in paragraph 9 above it will immediately before the grant of the lease surrender to the Seller at nil consideration the leases granted pursuant to paragraphs 1 and/or 3 above.
12. The LDA may at its option and subject to ascertainment of the demise and the obtaining of planning permission for the Permitted Use referred to at paragraph 13.6 below, call for a lease to occupy that part of East Marsh shown indicatively edged blue on Supplemental Plan 2 (to include safety and maintenance zones and an oversailing area).
13. The lease to be granted pursuant to paragraph 12 will be on the following terms:
  - 13.1 Term - 30 years to include an LDA option to renew for a further term of 30 years on the same terms (other than the option to renew);
  - 13.2 Break Clause - an LDA break clause exercisable at any time after decommissioning of the wind turbines;
  - 13.3 Rent - a peppercorn per annum (if demanded);
  - 13.4 Premium - nil;
  - 13.5 Rent Review - none;
  - 13.6 Permitted Use - wind turbine generator site and ancillary uses;
  - 13.7 Alienation - LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease. In addition LDA may underlet the whole of the premises let to it to its nominated provider and may grant to the Seller the overriding lease referred to at paragraph 13.10 below;
  - 13.8 Maintenance etc - LDA is to have no residual obligations or liabilities under the lease for maintenance etc and the Seller is to retain such obligations;
  - 13.9 Yielding up - at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA;

- 13.10 Overriding lease - the lease to be granted to LDA will oblige the Seller, following the grant by LDA of an underlease to its nominated provider, to take an overriding underlease of the whole of the premises let to LDA if requested to do so by LDA.
14. If LDA exercises the option contained in paragraph 12 above it will immediately before the grant of the lease surrender to the Seller at nil consideration the part or parts of the lease granted pursuant to paragraph 7 above.
15. The LDA may at its option call for a lease to occupy that part of East Marsh shown indicatively coloured yellow on Supplemental Plan 3 to include associated rights and easements as also shown on Supplemental Plan 3.
16. The lease to be granted pursuant to paragraph 15 will be on the following terms:
- 16.1 Term - 99 years;
- 16.2 Break Clause - an LDA break clause exercisable on the exercise of the break clause contained in the underlease referred to at paragraph 16.7 below;
- 16.3 Rent - a peppercorn per annum (if demanded);
- 16.4 Premium - nil;
- 16.5 Rent Review - none;
- 16.6 Permitted Use - electricity substation;
- 16.7 Alienation - LDA may underlet or licence any or all of the premises let to it to ODA or authorise ODA to act on behalf of LDA under the lease. In addition LDA may underlet all of the premises let to it to its nominated provider in the form of the specimen form of lease annexed and may grant to the Seller the overriding lease referred to at paragraph 16.10 below;
- 16.8 Maintenance etc - LDA is to have no residual obligations or liabilities under the lease for maintenance etc and the Seller is to retain such obligations on to ODA;
- 16.9 Yielding up - at the end of the term the premises demised will be yielded up in a condition consistent with LDA having no residual obligations and liabilities for maintenance etc having passed those obligations on to ODA;

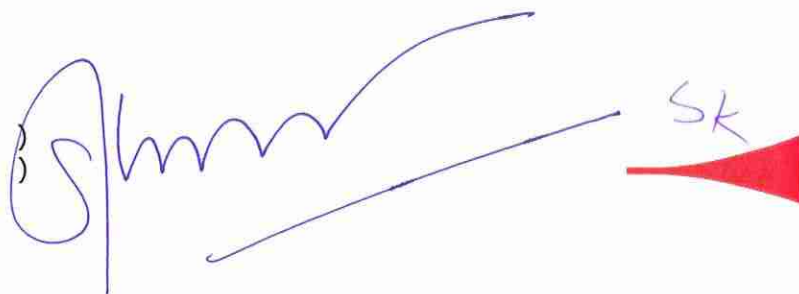
16.10 Overriding Lease - the lease to be granted to LDA will oblige the Seller, following the grant by LDA of an underlease to its nominated provider, to take an overriding underlease of the whole of the premises let to LDA if requested to do so by LDA.

17. If LDA exercises the option contained in paragraph 15 above it will immediately before the grant of the lease surrender to the Seller at nil consideration the part or parts of the lease or leases granted pursuant to paragraphs 1 and/or 7 above.

SIGNED on behalf of THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF HACKNEY

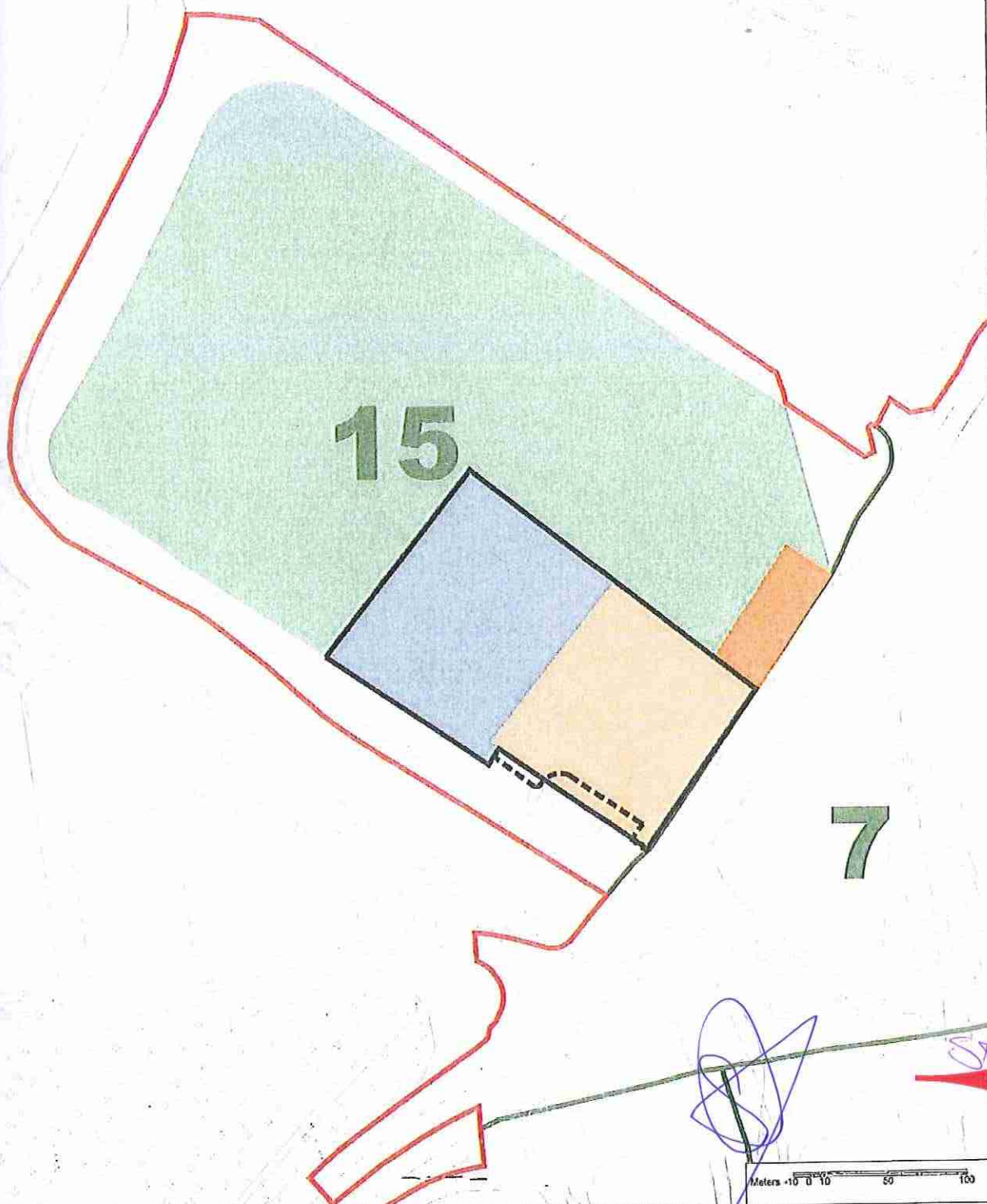
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SIGNED by LONDON DEVELOPMENT  
AGENCY





PLAN (1)



Do not scale this drawing.

Notes:

Symbol	Description
[Red line]	Planning Delivery Zone Boundary
[Green number]	Planning Delivery Zone Numbers
[Blue box]	Area Required for Construction
[Orange box]	Area for Stock Piling
[Yellow box]	Construction Area
[Light green box]	East Marsh Residue Area
[Dark green box]	Area for Replacement Public Parking

Code	Description	Quantity	Unit
01	Gravel to 100mm max	100	m³
02	Gravel to 100mm max	100	m³
03	Gravel to 100mm max	100	m³
04	Gravel to 100mm max	100	m³
05	Gravel to 100mm max	100	m³
06	Gravel to 100mm max	100	m³
07	Gravel to 100mm max	100	m³
08	Gravel to 100mm max	100	m³
09	Gravel to 100mm max	100	m³
10	Gravel to 100mm max	100	m³

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Scale: 1:1000

Prepared by: [Name]

On behalf of the ODA

Project No: [Number]

Location: [Address]

Access Requirements for Construction of Sydney L01 (Temporary) Stage 1			
Date:	10/11/01	Drawn:	[Name]
Scale:	1:1000	Date:	10/11/01
Project No:	[Number]	Location:	[Address]
Prepared by:	[Name]	On behalf of:	[Organization]
Checked by:	[Name]	Approved by:	[Name]
Drawn by:	[Name]	Project No:	[Number]
Location:	[Address]	Scale:	1:1000







**Confidential Information**

LVRPA LAND  
INTERFACELVRPA LAND  
INTERFACÉLVRPA LAND  
INTERFACE

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INTERFACE

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INTERFACE

The diagram shows two grids. The top grid is a 3x3 grid with numbers 1 through 9. The bottom grid is a 4x4 grid with numbers 1 through 16. The grids are used to identify specific locations on a map of the Olympic region.

[illegible]





Dated

200

- (1) The Mayor and Burgesses of the London Borough of Hackney
- (2) London Development Agency

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Lease

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relating to premises known as East Marsh ([**NB: ADD SPECIFIC DESCRIPTION**])

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## PARTICULARS

Date

Landlord

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY of Town Hall, Mare Street, London E8 1EA.

Tenant

LONDON DEVELOPMENT AGENCY of Palestra, 197 Blackfriars Road, London SE1 8AA.

Authorised Use

The use of the Premises for:

**[NB: ADD PARTICULAR USE]**

Contractual Term

The term of years from and including the Term Commencement Date to and including 31 August 2023.

**[NB: VARY AS FOLLOWS:**

1. **125 YEARS FOR PERMANENT RAMP;**
2. **30 YEARS (TO INCLUDE A TENANT OPTION FOR A FURTHER 30 YEARS) FOR THE WIND TURBINE;**
3. **99 YEARS FOR ELECTRICITY SUBSTATION]**

Landlord's Title

The Landlord's title to the Premises registered at the Land Registry under title number 23918 or such other title number as may be allocated by the Land Registry and described in a statutory declaration given by the Landlord in a form reasonably acceptable to the Tenant in respect of that part of the Landlord's title which is unregistered.

Premises

The premises known as East Marsh (**[NB: ADD SPECIFIC DESCRIPTION]**) shown for identification only [ ] on the attached plan.

Principal Rent

A peppercorn per annum (if demanded).



**Rent Commencement Date**      The date of this Lease.

**Term Commencement Date**      **[NB: COMPLETE AS FOLLOWS:**

1.      **1 OCTOBER 2009 FOR STOCKPILING  
LAND;**
2.      **31 MAY 2010 FOR LAND FOR  
CONSTRUCTION OF LAND BRIDGE AND  
REPLACEMENT CAR PARKING;**
3.      **31 MAY 2011 FOR BALANCE OF EAST  
MARSH AND PERMANENT RAMP;**
4.      **DATE OF LEASE FOR WIND TURBINE AND  
SUBSTATION]**

This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

**THIS LEASE** is made on the date set out in the Particulars

**BETWEEN**

- (1) the Landlord; and
- (2) the Tenant.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

1.1 In this Lease, the following words and expressions have the following meanings:

- |                        |  |
|------------------------|--|
| <b>"Insured Risks"</b> | the risks set out in <b>clause 5.2.1</b>   |
| <b>"Interest Rate"</b> | the base lending rate from time to time of HSBC Bank PLC or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine |
| <b>"Olympic Games"</b> | the international sporting event known as the Olympic and Paralympic Games to be held in London and elsewhere in 2012 starting and ending with the formal opening and closing ceremonies   |
| <b>"Rents"</b>         | the rents reserved and payable under <b>clause 4.1</b>   |
| <b>"Term"</b>          | the Contractual Term   |
- 1.2 In this Lease:
- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
  - 1.2.2 references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;

- 1.2.3 references to the Landlord, the Tenant or any Guarantor include their respective successors in title and, in the case of individuals, include their personal representatives;
  - 1.2.4 references to the Premises include any part of them unless specific reference is made to the whole of them;
  - 1.2.5 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
  - 1.2.6 references to the consent or approval of the Landlord include references to the consent or approval of any mortgagee or superior landlord of the landlord but without implying any obligation on their part that they will not unreasonably withhold their consent or approval;
  - 1.2.7 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
  - 1.2.8 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
  - 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.
- 1.3 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.
- 1.4 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
2. **LETTING, TERM AND TERMINATION**
- 2.1 The Landlord lets the Premises to the Tenant for the Contractual Term reserving the Rents.
- 2.2 The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.
- 2.3 The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:



- 2.3.1 the whole or any part of the Rents or any other sums due under this Lease remain unpaid more than fourteen days after the due date for payment, whether or not formally demanded;
- 2.3.2 the Tenant breaches any of its obligations in this Lease;
- 2.3.3 the Tenant or any guarantor of the Tenant is unable to pay its debts within the meaning of the Insolvency Act 1986, enters into liquidation or bankruptcy, has an administrator, receiver or administrative receiver appointed over the whole or any part of its assets, enters into any scheme of arrangement with its creditors in satisfaction or composition of its debt under the Insolvency Act 1986 or a winding-up order is made under Part IV of the Insolvency Act 1986, unless for the purpose of a solvent amalgamation or reconstruction of the company; or
- 2.3.4 this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.
- 2.4 The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:
- 2.4.1 the Landlord served on the Tenant a notice ("the Notice") dated [ ] 200 in relation to the tenancy created by this Lease in a form complying with the requirements of **Schedule 1** to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- 2.4.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated [ ] 200 in a form complying with the requirements of **Schedule 2** to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and
- 2.4.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.
- 2.5 Either the Landlord or the Tenant may end this Lease at any time after 31 August 2013 by serving not less than three months written notice upon the other.

**[NB: VARY AS FOLLOWS:]**

**1. OMIT FOR LEASE OF RAMP;**

**2. FOR LEASES OF WIND TURBINE TO BE EXERCISEABLE ON DECOMMISSIONING;**

**3. FOR LEASE OF ELECTRICITY SUB-STATION TO BE EXERCISEABLE ON EXERCISE OF THE BREAK CLAUSE CONTAINED IN THE UNDERLEASE TO THE NOMINATED PROVIDER]**

2.6 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any Guarantor of the Tenant (if any).

**3. RIGHTS AND RESERVATIONS**

3.1 The Premises are let together with the non-exclusive right to use the conduits serving the Premises for the passage or transmission of utilities to and from the Premises.

3.2 The letting is made subject to and with the benefit of all agreements, covenants, declarations, easements, exceptions, provisions, reservations, stipulations and other matters affecting the Landlord's Title in so far as they are subsisting, capable of taking effect and affect the Premises.

**4. RENTS PAYABLE**

4.1 The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

4.1.1 the Principal Rent, from and including the Rent Commencement Date, to be paid yearly in advance; and

4.1.2 any other sums reserved as rent under this Lease, to be paid on demand.

4.2 The first payment of the Rents is to be made on the date of this Lease calculated on a daily basis for the periods for which the Rents are payable.

4.3 The Rents and any other sums payable by the Tenant under this Lease are exclusive of VAT. An obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any VAT chargeable on that payment. When a taxable supply is made for the purposes of VAT under this Lease, a valid VAT invoice is to be issued in respect of that supply.

**5. INSURANCE**

5.1 The Tenant is to insure the Premises with substantial and reputable insurers or through underwriters at Lloyd's against the risks and for the cover stated in



**clause 5.2** and shall separately insure against public and employer's liability in respect of the Premises.

5.2 Subject to exclusions in the Tenant's insurance policy and so far as cover is available at normal commercial rates, the Tenant's insurance will:

5.2.1 be against the risks of fire, lightning, explosion, earthquake, terrorism, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability and any other risks reasonably required by the Tenant; and

5.2.2 cover full rebuilding, site clearance, professional fees and VAT taking into account cover for the effects of inflation, escalation of costs and fees.

5.3 On reasonable written request the Tenant is to give to the Landlord a written summary of the Tenant's insurance policies taken out in accordance with **clause 5.1** and evidence that they are in force.

## 6. **COSTS AND OUTGOINGS**

6.1 The Tenant is to pay all outgoings of whatever nature in relation to the Premises including business rates and utilities costs (including standing charges and taxes payable on utility costs).

6.2 The Tenant is to pay to the Landlord as additional rent on demand the proper costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:

6.2.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;

6.2.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval) or the application is withdrawn;

6.2.3 the recovery of any arrears of the Rents; and

6.2.4 the preparation and service of any notice or schedule of dilapidations during or within six months after the end of the Term.



## 7. REPAIRS AND MAINTENANCE

- 7.1 The Tenant is to keep the Premises and all tenant's and trade fixtures in good and substantial repair and condition but the Tenant is not obliged to put the Premises into any better condition than they were in at the start of this Lease nor is the Tenant obliged to return the Premises with any buildings erected on them as at the date of this Lease and is to keep them clean and tidy.
- 7.2 Notwithstanding the obligations contained in **clause 7.1** the Tenant is to have no obligations where the Tenant has assigned or parted with possession of the Premises whether by underlease licence or otherwise to the Olympic Delivery Authority or any other body which takes over any of the Tenant's obligations with regard to the delivery of the Olympic Games on terms similar to this lease pursuant to **clause 9.1**.
- 7.3 Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in the notice or, if no period is specified, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this **clause 7.3** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under this Lease.

## 8. USE OF THE PREMISES

- 8.1 The Tenant is to use the Premises only for the Authorised Use.
- 8.2 The Tenant is not to use the Premises:
- 8.2.1 for any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such nature;
  - 8.2.2 for any auction, for the manufacture, sale or consumption of alcohol or for the retail sale of any goods;
  - 8.2.3 in a manner which creates a legal nuisance, damage or annoyance to the Landlord or any tenants or occupiers of any adjoining premises PROVIDED ALWAYS that the proper use of the Premises for the Authorised Use will not constitute a breach of this covenant;
  - 8.2.4 for residential purposes or for any political or religious use or for any public meeting; or
  - 8.2.5 for the production, storage, use or disposal of hazardous materials or waste for which any licence or consent is needed under statute or any other legislation PROVIDED ALWAYS that the proper use of the

Premises for the Authorised Use will not constitute a breach of this covenant.

- 8.3 The Tenant is not to allow any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises.

9. **ASSIGNMENT, UNDERLETTING AND CHARGING**

- 9.1 The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the Premises, hold the whole or any part of the Premises on trust for any other person or enter into any agreement to do so except with the consent of the Landlord, such consent not to be unreasonably withheld or delayed save that the Tenant may assign or part with possession of the Premises whether by underlease licence or otherwise to the Olympic Delivery Authority or any other body which takes over any of the Tenant's obligations with regard to the delivery of the Olympic Games on terms similar to this Lease.

[NB: VARY AS FOLLOWS:

1. **LEASES OF REPLACEMENT CAR PARKING AND PERMANENT RAMP TO PERMIT UNDERLETTING OF THE WHOLE TO THE LANDLORD AND LEASE OF PERMANENT RAMP TO OBLIGE LANDLORD TO TAKE AN UNDERLEASE IF REQUESTED TO DO SO BY LDA;**
2. **LEASE OF WIND TURBINE TO PERMIT UNDERLETTING OF WHOLE TO NOMINATED PROVIDER AND GRANT OF OVERRIDING LEASE TO LANDLORD AND TO INCLUDE OBLIGATION ON LANDLORD TO TAKE OVERRIDING LEASE;**
3. **LEASE OF ELECTRICITY SUBSTATION TO PERMIT UNDERLETTING OF WHOLE TO NOMINATED PROVIDER AND GRANT AN OVERRIDING LEASE TO LANDLORD AND TO INCLUDE OBLIGATION ON LANDLORD TO TAKE OVERRIDING LEASE]**

- 9.2 Within one month after any assignment, charge or assent of the Premises and the grant, assignment or charging of any underlease, however remote, the Tenant is to give written notice to the Landlord of the disposition together with certified copies of all the documents giving effect to it and is to pay to the Landlord a proper and reasonable registration fee being not less than £35.

10. **LEGISLATION AND PLANNING**

The Tenant is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises, their use and occupation or the carrying out of any



works to the Premises and indemnify the Landlord against any breach of this obligation.

**11. END OF THE TERM**

11.1 At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease and reinstated to provide sports pitches to the reasonable satisfaction of the Landlord.

11.2 Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

11.3 The Tenant shall procure that, at the end of the Term, the Premises are returned with planting of trees which are similar in species but not necessarily of similar age and to the Landlord's reasonable satisfaction.

11.4 The Tenant's obligations pursuant to this **clause 11** are subject to the qualification contained in **clause 7.2**.

**12. ENFORCEMENT**

12.1 This Lease is to be governed by and interpreted in accordance with English law.

12.2 Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.

12.3 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

**13. LANDLORD'S STATUS AS A STATUTORY BODY**

The Landlord has entered into this Lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity and for the avoidance of doubt nothing in this Lease shall bind the Landlord or affect fetter or limit the Landlord's powers or rights in its capacity as a local authority local planning authority or as a statutory body in exercise of any functions conferred on it by statute.



14. **PROVISIONS RELATING TO FREEHOLD**

**[NB: ADD PROVISIONS AS APPROPRIATE TO REFLECT CLAUSES 15.6.1.2, 15.6.1.3 AND 15.6.1.4 OF THE AGREEMENT (AS VARIED BY THE SUPPLEMENTAL AGREEMENT)]**

15. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in the Particulars.

Executed (but not delivered until the )  
date hereof) as a Deed by affixing )  
the Common Seal of the )  
**LONDON DEVELOPMENT AGENCY** )  
in the presence )  
of:..... )

#### **Member / Authorised Signatory**

Executed (but not delivered until the )  
date hereof) as a Deed by affixing )  
the Common Seal of the **MAYOR AND** )  
**BURGESSES OF THE LONDON** )  
**BOROUGH OF HACKNEY** in the presence )  
of:..... )

#### **Authorised Signatory**

TEMPORARY EXTERNAL LEASE (Ashurst ref: 11992751)

**DATED** \_\_\_\_\_ **2001**

- (1) [ ]
- (2) EDF ENERGY (IDNO) LIMITED

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LEASE OF A SUBSTATION  
AT \*\*

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**STEPHENSON HARWOOD**  
One, St. Paul's Churchyard  
London EC4M 8SH  
Tel: 020 7329 4422  
Fax: 020 7329 7100  
(Ref: 739)



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**Lease**

**LR1. Date of lease**

\*\*

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

\*\*

**LR2.2 Other title numbers**

[Note: To insert title number(s) affected by Clauses 1 and 3]

**LR3. Parties to this lease**

**Landlord**

[\*\* (the Landlord, which expression shall include its successors in title)  
[registered in England with number \*\* whose registered office is at \*\*]  
[a corporation organised and existing under the laws of \*\* whose principal place  
of business is at \*\* ] [of\*\* ]

**Tenant**

**EDF Energy (IDNO) Limited** (the Tenant, which expression shall include its successors in title) registered in England with number 06489447 whose registered office is at 40 Grosvenor Place London SW1X 7EN

*[Intermediate Tenant – Note: only to be included where the whole or part of the demise is let by landlord to the Intermediate Tenant and clause 12 is required]*

● (the Intermediate Tenant which expression shall include its successors in title) registered in England with number ● whose registered office is at ●]

**LR4. Property**

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The land demised by this lease is known as Substation at \*\*, defined as the Premises in Clause 1.

**LR5. Prescribed statements etc.**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at Clause 1.

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

See clause 8.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

*Note: Don't forget to put any relevant affected title number into clause LR2.2 above.*

See Clauses 3(b) and 3(d).

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

See paragraphs (a) to (h) of Clause 1.

*Note: Don't forget to put all relevant burdened title numbers into clause LR2.2 above.*

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

None.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

Not applicable.

**Recitals**

The Landlord has agreed to make available to the Tenant a space for an electrical substation on the property of the Landlord registered with Title Number(s) [ ] as at the date of this Lease (the "Landlord's Property")

It is agreed:

**1 Demise and rents**

In consideration of the rent hereinafter reserved and of the covenants by the Tenant hereinafter contained the Landlord hereby demises unto the Tenant with limited title guarantee



(and for the purposes of section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters disclosed to Lea Valley Utilities Limited prior to the date of this Lease are to be deemed to be within the actual knowledge of the Tenant) and subject to the matters set out in Schedule 3 [and subject to the provisions of Schedule 4] *[Note: This wording and the wording in schedule 4 will only be included in the lease if the Spur enters into land owned by a third party]* ALL THAT piece or portion of the Landlord's Property including any buildings built thereon from time to time which is delineated on the drawing attached hereto and numbered \*\* but excluding the airspace above and subsoil below such building (the "Plan") and thereon shown edged [pink] (for the avoidance of doubt excluding the Electrical Plant and Electric Lines as defined in this clause 1 below) (the "Premises") TOGETHER WITH:-

- (a) the right to take in and expel air from and over the land adjoining the ventilators indicated on the Plan by the [colour blue];
- (b) the right of support and protection enjoyed by the Premises at the date hereof;
- (c) the right to retain use install lay inspect maintain relay examine alter test renew repair replace supplement and remove through or under that part of the Landlord's Property shown [edged green] on the Plan (the "Spur") *[Note: i.e. the 'spur' from the main service corridor]* in such ducts in the Spur as are allocated by the Landlord for use by the Tenant as at the date of this Lease (the "Ducts") such Electric Lines (as defined in Section 64(1) of the Electricity Act 1989 or any statutory amendment or re-enactment thereof) and communications cables for the purpose of remote monitoring of the Tenant's systems (the "Electric Lines") as may in the reasonable opinion of the Tenant from time to time be requisite for connecting the Electrical Plant (as defined in section 64(1) of the Electricity Act 1989 or any statutory amendment or re-enactment thereof ("Electrical Plant") in or on the Premises with the Tenant's distributing mains in the adjacent public streets or elsewhere PROVIDED THAT such rights granted in relation to the Spur shall only subsist in respect of any part of the Spur until such time as that part of the Spur is dedicated as a public highway and adopted by a relevant competent authority;
- (d) the right (in common with the Landlord and its lawful tenants and invitees enjoying like rights over such route) for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to access the Premises from a public highway over the streets (as defined in the New Roads and Street Works Act 1991 or any statutory amendment or re-enactment thereof ("Streets")) without vehicles (or with or without vehicles over such Streets designed for that purpose) within the Landlord's Property from time to time or over which the Landlord has a right of way until such time as the said Streets are adopted by the relevant competent authority via such reasonable route of which the Landlord has given to the Tenant reasonable prior written notice or any other reasonable route if no such notice is given (the "Access Route"); and
- (e) the right to open gates or doors installed in or along the boundary of the Premises outward over the Landlord's Property for the purposes of exercising the right in paragraph (c) above;
- (f) the right (in common with the Landlord and its lawful tenants and invitees enjoying like rights over such route) for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to access the Spur from the Streets without vehicles (or with or without vehicles over such Streets designed for that purpose) within the Landlord's Property from time to time or over which the Landlord has a right of way which the Landlord has given to the Tenant reasonable prior written notice until such time as the said Streets are adopted by the relevant competent authority together with a right to enter onto the Spur and to access the Ducts or any part of them by reasonable means so far as may be reasonably necessary from time to time both rights granted for the purpose of exercising the rights granted in paragraph 1(c) above via such reasonable route of which the Landlord has given to the Tenant



reasonable prior notice or any other reasonable route if no such notice is given (the "Spur Route");

- (g) the right to discharge surface water from the Premises onto the Landlord's Property; and
- (h) the right of access over the Landlord's Property (in common with others) to:
  - (i) install, maintain, examine, renew, repair, replace and remove the glass reinforced plastic structure at the Premises (or equivalent replacement thereof); and
  - (ii) carry out the works permitted or required by Clause 2(g) and 2(m)

which cannot be reasonably carried out without such access and via such reasonable route of which the Landlord has given to the Tenant reasonable prior notice or any other reasonable route if no such notice is given.

**PROVIDED THAT:-**

- (i) the Landlord's and other lawful occupiers' use and occupation of the Landlord's Property are not materially adversely affected by the exercise of the rights granted;
- (ii) any works carried out pursuant to paragraphs (c) and (h) above are completed expeditiously and the Tenant must cause as little physical damage to the Landlord's Property as reasonably practicable and must as soon as is reasonably practicable at the option of the Landlord either (A) reimburse to the Landlord the reasonable and proper cost of making good all physical damage to the Landlord's Property occasioned by such works to the Landlord's reasonable satisfaction or (B) make good all physical damage to the Landlord's Property occasioned by such works to the Landlord's reasonable satisfaction; and
- (iii) the Tenant must comply with the Landlord's reasonable security requirements (which, for the avoidance of doubt, shall include the enhanced security requirements in relation to the London 2012 Olympic and Paralympic Games for so long as such enhanced security requirements are in place) that have been notified to the Tenant.
- (iv) in carrying out the rights pursuant to paragraphs (c) (f) and (h) above the Tenant shall give to the Landlord reasonable advance notice in writing (no less than 2 working days in advance) of such works other than in the case of emergency where no such notice is required.

**Excepted and reserving to the Landlord:-**

- (a) the right of passage and running of water soil gas electricity and other services from and to the Landlord's Property in through and along the conduits now laid in or upon the Premises or any part thereof;
- (b) the right to construct and thereafter maintain renew and replace any conduits in, under or through the Premises and the right to connect into any conduits in or through the Premises with the written consent of the Tenant, such consent not to be unreasonably withheld or delayed;
- (c) the right (with or without workmen) at all reasonable times to enter the Premises for the purpose of inspecting repairing maintaining cleaning decorating altering renewing or rebuilding any neighbouring property, exercising the right excepted and reserved in paragraph (b), complying with the Landlord's covenants herein contained, examining the condition of the Premises, to take a schedule of repair or for the purposes permitted by clauses 2(c) and 2(g);

(d) the right at any time or times to add to alter or improve any neighbouring buildings or to erect new buildings on the Landlord's Property in such manner as the Landlord shall think fit notwithstanding that the access of light and air to the Premises may be interfered with PROVIDED THAT the operation of the Tenant's undertaking shall not be adversely affected in respect of any right to air; and

(e) the right of support and protection enjoyed by the Landlord's Property at the date hereof.

PROVIDED ALWAYS that:

- (i) the Tenant's compliance with its statutory obligations is not adversely affected by the exercise of any of the above rights; and
- (ii) any person exercising the rights excepted and reserved in paragraph (c) shall (A) cause as little physical damage to the Premises and Electrical Plant as is reasonably practicable and as little interference with the Tenant's use of the Electrical Plant and the Tenant's use and occupation of the Premises as is reasonably practicable; (B) give to the Tenant reasonable prior notice (save in the case of an emergency, when no such notice shall be required); (C) be accompanied by an authorised representative of the Tenant; (D) comply with all health and safety requirements of the Tenant notified to the person or persons exercising the right excepted and reserved; and (E) as soon as is reasonably practicable reimburse the Tenant the reasonable and proper cost of making good all physical damage to the Premises and Electrical Plant occasioned by such entry to the Tenant's reasonable satisfaction.

TO HOLD the Premises for the term of six years from and including the date hereof (the "Term") PAYING therefor the yearly rent of a peppercorn (if demanded) such rent if demanded to be payable without any deduction on 1 January in every year the first payment to be made on the date hereof.

## 2 Tenant's covenants

The Tenant **HEREBY COVENANTS** with the Landlord as follows:-

- (a) To pay the reserved rent (if demanded) at the times and in manner aforesaid.
- (b) To keep the Landlord indemnified from liability for any rates and taxes which may now or hereafter be separately assessed charged or imposed upon the Premises provided that the Landlord has given to the Tenant reasonable notice of the receipt of any demand for rates in respect of the Premises and of any proposal for the separate assessment thereof whether made by the Landlord or any other person or persons.
- (c) Not to use the Premises otherwise than for the siting and operation of an electrical substation for or in connection with the transformation and distribution of electrical energy (the "Permitted Use").
- (d) Save as in accordance with clause 2(e) not at any time during the Term to assign underlet charge sublet part with or share possession of the whole or any part of the Premises except that the Tenant shall be entitled to assign the whole of the Premises to any company or other body to which is transferred the operation of those distribution assets of the Tenant which are connected to the Premises and the Tenant shall provide written notice to the Landlord within 28 days of such assignment PROVIDED THAT this clause 2(d) shall not prevent the creation of a floating charge over the Tenant's assets for the purposes of its normal banking arrangements.
- (e) To assign this Lease in the event that the Tenant is no longer the owner and operator of its Distribution System (as defined in the Tenant's licence to distribute electricity issued under section 6(1)(c) of the Electricity Act 1989 from time to time) to whomever is then the owner and operator unless the Authority (as defined in the Electricity Act 1989) shall



have consented to the relinquishment by the Tenant of operational control over all or part of the Distribution System in favour of a third party.

- (f) To permit the Landlord with its surveyors and anyone authorised by the Landlord to enter upon the Premises for the purpose of viewing the state of the Premises and the Electrical Plant PROVIDED THAT the Tenant's compliance with its statutory obligations is not affected by such entry and PROVIDED FURTHER that the person or persons exercising such rights must (i) cause as little physical damage to the Premises and the Electrical Plant as reasonably practicable and as little interference with the Tenant's use of the Electrical Plant and the Tenant's use and occupation of the Premises as is reasonably practicable; (ii) give to the Tenant reasonable prior notice (save in the case of emergency, when no such notice shall be required); (iii) be accompanied by an authorised representative of the Tenant; (iv) comply with all health and safety requirements of the Tenant notified to the relevant person; and (v) as soon as is reasonably practicable reimburse the Tenant the reasonable and proper cost of making good all physical damage to the Premises and the Electrical Plant occasioned by such entry to the Tenant's reasonable satisfaction.
- (g) To keep the Premises and the Ducts in good and substantial repair and condition and decoration provided that the Tenant shall not have to carry out any works nor be liable for the cost of any works required as a consequence of the Landlord not complying with its obligations (if any) to inspect, maintain, repair or renew any bridge, under track crossing or other structure through which the Ducts pass;
- (h) At the option of the Landlord to either (i) reimburse to the Landlord the reasonable and proper cost of making good as soon as reasonably practicable after actual notice of the same all physical damage caused whether during the exercise of the rights granted by this Lease or otherwise to the Landlord's Property to the reasonable satisfaction of the Landlord or (ii) to make good as soon as reasonably practicable after actual notice of the same all physical damage caused whether during the exercise of the rights granted by this Lease or otherwise to the Landlord's Property to the reasonable satisfaction of the Landlord.
- (i) To keep the Premises in a clean and tidy condition.
- (j) Not to cause or permit to be caused any physical damage whatsoever to the Landlord's Property by the operation of any Electrical Plant, Electric Lines or other apparatus within the Landlord's Property from time to time.
- (k) Not to cause or permit to be caused any statutory or actionable nuisance whatsoever to the Landlord or other occupiers of the Landlord's Property by the installation and operation of any Electrical Plant, Electric Lines or other apparatus within the Landlord's Property from time to time.
- (l) Not to carry out in or upon the Premises any waste spoil or destruction.
- (m) Not to make any alteration or addition whatsoever to the Premises or any part thereof without the Landlord's consent (such consent not to be unreasonably withheld or delayed) provided that the Tenant shall be entitled to make any internal non-structural alterations without the consent of the Landlord provided that the Tenant provides to the Landlord details of such works as soon as reasonably practicable after their completion.
- (n) To observe all reasonable regulations made from time to time by the Landlord and any requirements by statute or any competent authority affecting the Premises or access to it and to keep the Premises secure at all times in accordance with the reasonable requirements of the Landlord.
- (o) To observe all requirements of any insurer and not to invalidate any insurance policy (provided that neither such requirements nor such policy adversely affect the Tenant's

discharge of its statutory duties) affecting the Premises or access to it to the extent the Tenant has been given prior written notice of such requirements or insurance policy.

- (p) To comply with the requirements of any statute in respect of planning so far as the same relate to or affect the Premises or any operations works acts or things already or hereafter to be carried out or omitted thereon or the user thereof for any purpose.
- (q) To give notice to the Landlord of any defect in the Premises of which the Tenant is actually aware which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all necessary notices which the Landlord may from time to time require to be displayed at the Premises.
- (r) Not to permit or allow any act omission neglect or default that shall:
  - (i) cause or contribute to any breach of the Landlord's obligations;
  - (ii) give rise to any liability of the Landlord; or
  - (iii) lead to any diminution or loss of rights entitlements or other benefits of the Landlord,

under the rights easements privileges restrictions covenants stipulations and other matters contained or referred to in schedule 3 insofar as such matters relate to or affect the Premises and to comply with the provisions of the same except for the making of payments required under such matters other than any payments due in accordance with clause 2(b) of this Lease or any payments due as a result of an act, omission, neglect or default of Tenant.

- (s) To remove from the Premises prior to the end of the term the Electrical Plant and any glass reinforced plastic building or structure.
- (t) When in this Lease there is a requirement for the Landlord to be accompanied by an authorised representative of the Tenant the Tenant shall make such authorised representative available to the Landlord promptly having regard to the circumstances at that time (at the reasonable and proper cost of the Landlord).

### 3 Landlord's covenants

The Landlord **HEREBY COVENANTS** with the Tenant as follows:-

- (a) Not to interfere with or cause or permit any interference with any of the Electrical Plant or the Electric Lines.
- (b) That the Tenant performing and observing the covenants on its part herein contained shall and may peaceably and quietly hold and enjoy the Premises without any interruption or disturbance by the Landlord or any person claiming by through under or in trust for the Landlord.
- (c) Not to interfere with or obstruct or permit or suffer any interference with or obstruction of the free flow of air through the means of ventilation of the Premises.
- (d) Not to erect or permit or allow to be erected any building or structure over the Electric Lines save that:
  - (i) any temporary building or structure relating to the London 2012 Olympic and Paralympic Games may be erected over the Electric Lines provided that in doing so the Landlord shall consult with the Tenant and comply with the Tenant's reasonable health and safety and operational requirements;



- (ii) any other building or structure may be erected over the Electric Lines provided that in doing so the Landlord shall obtain the Tenant's consent (such consent not to be unreasonably withheld or delayed) and will comply with the Tenant's reasonable health and safety and operational requirements;
  - (iii) nothing in this Clause shall prevent the Landlord from installing any necessary service pipes drains wires or cables in accordance with guidance issued by the National Joint Utilities Group or any successor body thereto; and
  - (iv) nothing in this Clause shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces over any part of the Spur as forms the site of an intended or existing road or footpath or other way after the initial laying of the Electric Lines thereunder pursuant to the rights and liberties hereby granted.
- (e) Except in the case of emergency not to block up or obstruct in any way the Tenant's access to the Premises and to permit the Tenant access to the Premises at all times for the purposes contemplated in this Lease subject to the Tenant complying with the Landlord's reasonable security requirements (which for the avoidance of doubt shall include the enhanced security requirements in relation to the London 2012 Olympic and Paralympic Games for so long as such enhanced security requirements are in place).

#### **4 Provisos**

PROVIDED ALWAYS AND IT IS HEREBY AGREED that:-

- 4.1 If the rent hereby reserved or any part thereof shall remain unpaid for 21 days after it has been demanded or if any covenants on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of either party hereto in respect of any antecedent breach of any covenant by the other party herein contained.
- 4.2 This Lease incorporates the further provisions in Schedule 4 and the Landlord and the Tenant agree with one another to comply with their respective covenants in Schedule 4
- 4.3 Notwithstanding any provision to the contrary in this Lease the Landlord shall not be liable to the Tenant for any breach of any obligation to inspect, maintain, repair or renew any bridge, under track crossing or other structure through which the Ducts pass.

#### **5 Declaration**

- 5.1 IT IS HEREBY AGREED by and between the parties hereto that the Electrical Plant and the Electric Lines laid by the Tenant or other apparatus shall be and remain the property of the Tenant who may remove the same at any time during the term of this Lease and it is further agreed that at the end or sooner determination of this Lease the Tenant shall not be required to remove the Electric Lines or the Ducts provided that the Electric Lines must be decommissioned by the Tenant in accordance with the usual practice of the local electricity distribution operator and the Tenant shall provide the Landlord with written evidence to demonstrate the same to the satisfaction of the Landlord (acting reasonably) and provided further that the Landlord shall be free to deal with any Electrical Plant or Electric Lines not removed by the Tenant as the Landlord in its absolute discretion sees fit.
- 5.2 Where of assistance there shall be incorporated a perpetuity period of eighty (80) years from the date of this Lease which shall be the applicable perpetuity period.
- 5.3 This is a new Lease for the purposes of the Landlord and Tenant (Covenants) Act 1995.



5.4 Any notice served under or in connection with this Lease is to be in writing and be treated as properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) unless inconsistent with the express provisions of this Lease whereupon such express provisions shall prevail.

5.5 That notwithstanding Section 196(3) of the Law of Property Act 1925 as applied by Section 196(5) of that Act any notice required or authorised to be served on the Tenant under this Lease shall not be served by affixing it or leaving it for the Tenant on the Premises or the land affected by or the subject of the rights granted and shall only be properly served at the Tenant's registered office.

## 6 Redevelopment

It is hereby agreed and declared by and between the parties hereto as follows:

6.1 In this clause the expression:

- (a) "Retained Land" means the whole or any part of the Landlord's Property or other land owned by the Landlord at the relevant time;
- (b) "Develop" means to develop, redevelop, alter, renew or refurbish;
- (c) "Alternative Site" and "Alternative Route(s)" mean respectively such site and route(s) within the Retained Land as near as reasonably possible to the Premises as shall be approved by the Tenant as suitable alternatives for the Tenant's reasonably foreseeable purposes (to allow it in any event to perform its statutory functions not less efficiently and conveniently than previously) (such approval not to be unreasonably withheld or delayed provided that (but not by way of limitation) it shall be reasonable for the Tenant to withhold its approval if the Tenant would be obliged to make payments of a revenue nature if such approval was granted unless:
  - (i) the Landlord will agree to meet such payments; and
  - (ii) if reasonable having regard to the nature and the quantum of the payment and the financial covenant strength of the Landlord the Landlord provides reasonable security in respect of the obligation to make such payments.

6.2 If the Landlord shall during the term of this Lease desire to Develop the Retained Land or the Premises or some part thereof the Landlord shall be entitled on the date of expiration of twelve months' prior written notice to the Tenant (the "Landlord's Notice") or such later date in accordance with clause 6.6 to terminate this Lease subject to the prior satisfaction of the following terms and conditions (but without prejudice to clause 6.4, which shall remain in full force and effect until such time as the costs, charges and expenses referred to in clause 6.4 have been paid in full):

- (a) on or before the expiration of the Landlord's Notice the Landlord shall have obtained all necessary consents:
  - (i) (other than those which cannot be reasonably obtained before works to Develop are carried out (or standard market practice is not to obtain such consents at such time)) to so Develop the Retained Land and/or the Premises; and
  - (ii) for the installation and operation of Electrical Plant and/or Electric Lines (together with the construction of the building in which the same is to be sited) in, on, over or under the Alternative Site and/or the Alternative Route and the exercise of the rights to be contained in the lease of the Alternative Site to be granted pursuant to Clause 6.2(b) in a form approved by the Tenant (such approval not to be unreasonably withheld or delayed) provided that (but not by



way of limitation) it shall be reasonable for the Tenant to withhold its approval in the circumstances referred to in Clause 6.1(c); and

- (b) on or before the expiration of the Landlord's Notice the Landlord shall with limited title guarantee (subject to investigation and approval of title by the Tenant's solicitor such approval not to be unreasonably withheld or delayed) by deed with the concurrence of every incumbrancer where required in order to install and retain the Electrical Plant and the Electric Lines (such concurrence to be procured by and at the expense of the Landlord) and without payment of any consideration of a revenue or capital nature by the Tenant or (other than pursuant to Clause 6.3) the Landlord demise to the Tenant and the Tenant shall accept a demise of an Alternative Site and rights in respect of the Alternative Route(s); such demise to be for a period equal to the remainder of the term of this Lease and otherwise to be in the same form and contain the same provisions and covenants (*mutatis mutandis*) as are herein contained subject to such reasonable amendments as are required that reflect the Alternative Site and the Alternative Route(s) and are agreed between the Landlord and Tenant acting reasonably.

6.3 Subject to no event or circumstance beyond its reasonable control preventing or delaying it from doing so but as soon as practicable after the grant of such demise to the Tenant in respect of the Alternative Site and the Alternative Route(s) (in the following order of events):

- (a) the Landlord or Tenant (as shall be agreed between the Landlord and the Tenant (both acting reasonably)) shall (in accordance with the Tenant's specification) complete the erection of an electricity substation and installation of Electric Plant on the Alternative Site and laying or construction and installation of any necessary ducts and Electric Lines along the Alternative Route(s) and the bringing in to use thereof;
- (b) the Tenant shall remove so far as necessary the Electrical Plant from the Premises and so far as necessary remove the Electric Lines (provided that this shall only mean the electric lines and not any ducts) from the land the subject of the rights required to be released or render dead the same; and
- (c) the Tenant shall (when the Landlord has paid any sum referred to in sub-clause 6.4 which the Tenant has demanded from the Landlord within twelve weeks of completion of the works referred to in Clauses 6.3(a) and 6.3(b)), deliver up the Premises to the Landlord with vacant possession.

6.4 The Landlord shall (to which effect the Landlord hereby covenants) be liable for and pay to the Tenant within 28 days of written demand the reasonable and proper costs charges and expenses reasonably and properly incurred or sustained by the Tenant in or arising out of:

- (a) the construction and installation of Electrical Plant on the Alternative Site and the laying or construction and installation of ducts and Electric Lines along the Alternative Route(s) (including (but not by way of limitation) any sums payable as a result of the Alternative Site and the Alternative Route being subject to title and other matters to which the Premises the Spur the Spur Route and the Access Route are not subject);
- (b) the removal of the Electrical Plant and of the Electric Lines required to be removed as aforesaid;
- (c) the preparation and completion of the documentation required in respect of the demise of the Alternative Site and rights granted in respect of the Alternative Route(s) including where applicable stamp duty land tax and all Land Registry fees for noting thereof on the Register of the title(s) relating thereto and removal of the noting of this Lease on the Register of the titles relating thereto ; and
- (d) the investigation of title referred to in Clause 6.2(b).

6.5 Without prejudice to the foregoing if required by the Tenant so to do the Landlord shall as a condition precedent to the completion of such demise from time to time make payment to the



Tenant of the estimated amount of such costs charges and expenses and following completion the Landlord or the Tenant will (as each hereby covenants to do) repay to the other the difference between the estimated amount so paid and the total amount (if smaller) of such costs charges and expenses.

- 6.6 For the avoidance of doubt if any of the conditions set out in Clause 6.2 (save where the Tenant is in breach of its obligations to accept the lease of the demise of the Alternative Site) and Clause 6.3 (a) (if it is agreed that the Landlord will carry out the works referred to in Clause 6.3(a)) have not been satisfied by the date of expiry of the Landlord's Notice then this Lease shall continue in full force and effect only until such time as those conditions are satisfied.

## 7 Mutual Option to determine

- 7.1 In this clause:

"Tenant's Break Date" means the date specified in the Tenant's Break Notice, which must be no more than twelve months after service of the Tenant's Break Notice.

"Tenant's Break Notice" means a written notice to terminate this Lease specifying the Tenant's Break Date.

"Landlord's First Break Notice" means a written notice in the form set out in Schedule 2 of this Lease with the correct information required by any italicised comments inserted.

"Landlord's Second Break Notice" means a written notice in the form set out in Schedule 3 of this Lease with the correct information required by any italicised comments inserted.

"Landlord's Break Date" means the date specified in the Landlord's Second Break Notice, which must be no less than one month and no more than twelve months after service of the Landlord's Second Break Notice.

"Counter Notice" means the Tenant's written statement containing reasonable and proper reasons why the Premises have not ceased to be used for the distribution of electricity and/or shall be required for such use in the foreseeable future following a Landlord's First Break Notice or a Landlord's Second Break Notice (as the case may be).

- 7.2 (a) The Tenant may terminate this Lease by serving on the Landlord a Tenant's Break Notice at any time after the Premises have ceased to be used for the distribution of electricity and shall not be so required for such use in the foreseeable future.

- (b) Following service of a Tenant's Break Notice this Lease shall terminate on the Tenant's Break Date.

- 7.3 (a) The Landlord may terminate this Lease at any time after the Premises have ceased to be used for the distribution of electricity and shall not be so required for such use in the foreseeable future provided that:

- (i) the Landlord has served on the Tenant at its registered office (copied to the Head of Operational Property and Consents of EDF Energy at Atlantic House, Carrier Business Park, Hazelwick Avenue, Three Bridges, Crawley, West Sussex RH10 1EX (or such other person or address that has previously been notified to the Landlord in writing)) a Landlord's First Break Notice and has not received from the Tenant a Counter Notice within eight weeks of the Tenant's receipt of the Landlord's First Break Notice; and

- (ii) following the expiry of the eight weeks period referred to in (i) above and provided that no Counter Notice has been received the Landlord has served on the same persons as referred to in Clause 7.3(a)(i) a Landlord's Second



Break Notice and has not received from the Tenant a Counter Notice within two weeks of the Tenant's receipt of the Landlord's Second Break Notice.

- (b) (Subject to Clause 7.3(a)) following service of a Landlord's Second Break Notice this Lease shall terminate on the Landlord's Break Date.

7.4 Termination of this Lease on the Landlord's Break Date or the Tenant's Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

7.5 In this Clause 7 time shall be of the essence.

## **8 Option to renew**

8.1 In this Clause 8:

**"Contractual Term"** means the Term as defined on page 1 of this Lease excluding any period of holding over or any extension or continuation of it by statute or at common law;

**"Further Lease"** means the Lease to be granted by the Landlord to the Tenant pursuant to this Clause 8 and in the form prescribed by Clause 8.8;

**"Landlord's Security of Tenure Exclusion Notice"** means a notice in relation to the tenancy to be granted by the Further Lease in a form complying with the requirements of Schedule 1 to the Order;

**"Order"** means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and

**"Tenant's Security of Tenure Exclusion Declaration"** means a statutory declaration in relation to the Landlord's Security of Tenure Exclusion Notice in a form complying with the requirements of Schedule 2 to the Order.

8.2 The Landlord grants to the Tenant an option to require the Landlord to grant a Further Lease of the Premises to the Tenant.

8.3 The Tenant may not exercise the option unless:

- (a) it first gives written notice (**Notice of Intention**) to the Landlord not more than six (6) months before the end of the Contractual Term that it intends to exercise the option; and
- (b) as at the date of the Notice of Intention, the Premises are used by the Tenant for the Permitted Use and the Tenant reasonably believes that its statutory obligation to supply one or more customers with electricity will necessitate the use of the Premises for the Permitted Use beyond the expiry of the Contractual Term.

8.4 As soon as reasonably practicable and in any event within 28 days following receipt of the Notice of Intention the Landlord shall serve on the Tenant a Landlord's Security of Tenure Exclusion Notice.

8.5 If:

- (a) the Tenant serves a Notice of Intention in accordance with Clause 8.3; and
- (b) the Landlord serves a Landlord's Security of Tenure Exclusion Notice in accordance with Clause 8.4; and
- (c) the Tenant gives to the Landlord a Tenant's Security of Tenure Exclusion Declaration; and

- (d) there has been no assignment of the Lease after the Landlord serves the Landlord's Security of Tenure Exclusion Notice referred to in Clause 8.5(b),

then the option may be exercised by the Tenant by giving notice to the Landlord to that effect.

8.6 If:

- (a) the Tenant serves a Notice of Intention in accordance with Clause 8.3; and  
(b) after 28 days of receipt of the Notice of Intention by the Landlord the Landlord has not served a Landlord's Security of Tenure Exclusion Notice in accordance with Clause 8.4;

then the option may be exercised by the Tenant by giving notice to the Landlord to that effect.

8.7 The option will lapse if it is not exercised by the Tenant before the end of the Contractual Term.

8.8 Within 20 working days of the exercise of the option, the Landlord shall grant and the Tenant shall take the Further Lease on the following terms:

- (i) the term of the Further Lease shall begin immediately following the end of the Contractual Term and shall be for a term of twenty (20) years;  
(ii) the Further Lease shall be completed on or immediately before the first day of its term;  
(iii) the rent reserved by the Further Lease shall be the yearly rent of a peppercorn and shall commence to be payable on the first day of its term (if demanded);  
(iv) the Further Lease shall include a tenant's covenant to close the registered title to this Lease or (as the case may be) cancel the notice (if any) of this Lease on the Landlord's registered title;  
(v) the Further Lease shall exclude this option for a Further Lease as set out in this clause 8 and this clause 8 shall be removed and replaced by the amended clause 8 set out in schedule 5;  
(vi) the Further Lease shall contain a reference to the agreement of the Landlord and the Tenant to exclude the provisions of section 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by the Further Lease and references in accordance with the requirements of Schedule 2 to the Order or to the Landlord's Security of Tenure Exclusion Notice and the Tenant's Security of Tenure Exclusion Declaration;  
and

(vii) in all other respects, the Further Lease shall be on the same terms as this Lease.

8.9 If this Lease is forfeited, disclaimed or otherwise comes to an end before the end of the Contractual Term, then this Clause shall be void.

## 9 Closure of Registered Title

Promptly upon the ending of the term of this Lease the Tenant shall make and diligently pursue an application to the Land Registry to close the registered title opened in respect of this Lease and to cancel any entry in respect of this Lease on the Landlord's title.

## 10 Exclusion of Landlord and Tenant Act 1954

### 10.1 Agreement to exclude security of tenure



The Landlord and the Tenant agree to exclude the provisions of sections 24-28 of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

#### 10.2 Compliance with statutory requirements

It is confirmed that before the Tenant became contractually bound to enter into the Agreement for Lease pursuant to which this Lease has been granted:

- (a) the Landlord served notice (the "Landlord's notice") on the Tenant on [ ] in relation to the tenancy created by this Lease in a form complying with the requirements in schedules 1 and 2 of The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the "Order"), as the Tenant acknowledges; and
- (b) on [ ] the Tenant (or a person authorised by it) made a statutory declaration in a form complying with the requirements of schedule 2 of the Order.

#### 11 The Contracts (Rights of Third Parties) Act 1999

The Parties to this Lease do not intend that any term of this Lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

#### 12 *[Intermediate Tenant Consent – Note: only to be included where the whole or part of the demise is let by Landlord to the Intermediate Tenant]*

*[With effect from the date of this Lease:*

- (a) *the Intermediate Tenant hereby surrenders to the Landlord its interest in the premises demised by the lease dated [ ] between [ ] and [ ] ("the Intermediate Lease") to the extent necessary to give effect to the grant of this Lease and the rights granted in clause 1 with the intent that such part of the residue of the term of years of the Intermediate Lease shall merge and be extinguished in the reversion; and*
- (b) *the Landlord hereby releases the Intermediate Tenant and any surety or guarantor and the Intermediate Tenant hereby releases the Landlord from all of their respective obligations and liabilities arising under the Intermediate Lease relating to such surrendered premises whether past present or future (or arising out of or in connection with the Intermediate Tenant's occupation of such surrendered premises) and from all actions proceedings costs claims demands damages and expenses arising from such obligations and liabilities]*

Executed as a Deed by the parties the day and year first before written.



Schedule 1

(the "Landlord's First Break Notice")

## **"WARNING"**

**You should pass a copy of this Notice  
to your legal department as soon as  
possible.**

To: EDF ENERGY (IDNO) LIMITED (or any assignee of the Lease)

Re: Lease of substation at [full address details to enable the substation to be  
immediately identified] ("the Premises")

Take Notice that we intend to exercise our option to terminate your Lease of the Premises dated [ ] (the terms of which are expressly incorporated in this Notice) as we consider that the Premises have ceased to be used for the distribution of electricity and shall not be so required for such use in the foreseeable future.

If you disagree with us and consider that the Premises are so required you must provide us with your reasonable and proper written reasons as soon as practicable and in any event no later than the date eight weeks from and including the date of this Notice. These reasons must be sent to [Landlord to insert full address of its registered office].

[Signed].....

Full Name [ ]

Position [ ]

For and on behalf of [the Landlord]"

Schedule 2

(the "Landlord's Second Break Notice")

## **"WARNING"**

**You should pass a copy of this Notice  
to your legal department as soon as  
possible.**

To: **EDF ENERGY (IDNO) LIMITED** (or any assignee of the Lease)

Re: Lease of substation at [full address details to enable the substation to be immediately identified] ("the Premises")

Take Notice that we intend to exercise our option to terminate your Lease of the Premises dated [ ] (the terms of which are expressly incorporated in this Notice) as we consider that the Premises have permanently ceased to be used for the distribution of electricity and shall not be so required for such use in the foreseeable future.

If you disagree with us and consider that the Premises are so required you must provide us with your reasonable and proper written reasons as soon as practicable and in any event no later than the date two weeks from and including the date of this Notice. These reasons must be sent to [Landlord to insert full address of its registered office].

Signed .....

Full Name [ ]

Position [ ]

For and on behalf of [the Landlord]"

### Schedule 3

- 1 The matters referred to on the registers of title number [ ] in so far as they relate to the Premises.
- 2 *[Note: Insert any additional title documents which should be referred to expressly here]*  
[ ]

*[Note: The following two paragraphs should be included if the land is subject to these two agreements notwithstanding that the agreements are registered against the title]*

- 3 DLR Land and Works Agreement dated 20<sup>th</sup> December 2006 made between (1) Secretary of State for Transport (2) Olympic Delivery Authority (3) London & Continental Railways Limited (4) Dockland Light Railway Limited (5) Stratford City Developments Limited (6) HS1 Limited (7) Westfield Holdings Limited.
- 4 Overarching Lands Agreement dated 20<sup>th</sup> April 2006 made between (1) Secretary of State for Transport (2) the Urban Regeneration Agency (3) London & Continental Railways Limited (4) Network Rail Infrastructure Limited (5) Docklands Light Railway Limited (6) Stratford City Developments Limited (7) Stanhope Plc (8) Duelguide Holdings Limited.



#### Schedule 4

[Note: This Schedule is only to be included if spur enters third party land]

1 In this schedule:

"Third Party Deed of Grant" means:

- (a) [Note: This paragraph applies where the rights have been granted to the Landlord prior to the date of this lease and is to be repeated as necessary.] In relation to the part of the Third Party Easement Land coloured [ ] on the plan numbered [ ] annexed hereto, the [ ] dated [ ] between [ ]. [Note: insert details of relevant document under which rights are granted.]
- (b) [Note: This paragraph applies where the rights have not been granted to the Landlord prior to the date of this Lease] In relation to part of the Third Party Easement Land coloured [ ] on the plan numbered [ ] annexed here to, the document or documents under which rights are granted to the Landlord by a Third Party after the date of this Lease in respect of any part or parts of the Third Party Easement Land.

"Third Party" means any party with an interest in any part of the Third Party Easement Land and which needs to grant to the Landlord rights in order to enable the Landlord to grant the rights in clauses 1(c) and 1(f) of this Lease in respect of that part of the Third Party Easement Land.

"Third Party Easement Land" means the part of the Spur coloured [ ] and [ ] on the plan numbered [ ] annexed hereto to the extent of any Third Party's interest in that land. [Note: This will be both the land where rights have been granted to the Landlord by a Third Party prior to the date of the deed and the land where rights have not yet been granted to the Landlord.]

2 [Note: This paragraph applies in respect of those parts of the Third Party Easement Land where rights have been granted to the Landlord prior to the date of this lease.] In respect of those parts of the Third Party Easement Land coloured [ ] and [ ] on the plan annexed to this Lease, the rights granted in clauses 1(c) and 1(f) of this Lease shall apply from the date of this Lease subject to paragraph 4 of this Schedule.

3 [Note: This paragraph applies in respect of those parts of the Third Party Easement Land where rights have not been granted to the Landlord prior to the date of this lease.] In respect of those parts of the Third Party Easement Land coloured [ ] and [ ] on the plan annexed to this Lease, the grant of the rights in clauses 1(c) and 1(f) of this Lease is:

- (a) conditional in respect of each such part of the Third Party Easement Land upon completion of a Third Party Deed of Grant in relation to such part; and
- (b) shall apply in relation to the relevant part of the Third Party Easement Land from the date on which a copy of the relevant completed Third Party Deed of Grant is supplied to the Tenant subject to paragraph 4 of this Schedule.

4 The rights granted by clauses 1(c) and 1(f) of this Lease in relation to Third Party Easement Land are subject to the following:

- (a) the rights in clauses 1(c) and 1(f) of this Lease shall only be granted to the extent that the Landlord is able to grant such rights under the relevant Third Party Deed of Grant and are subject to the terms of the relevant Third Party Deed of Grant;
- (b) the Tenant shall comply with any reasonable conditions imposed (in addition to any conditions imposed in the relevant Third Party Deed of Grant) by the relevant Third

Party (including any requirements of a railway operator in connection with the safety and operation of any railway) and notified to the Tenant in writing in relation to the exercise of the rights granted by clauses 1(c) and 1(f) in relation to the relevant Third Party Easement Land;

- (c) if a Third Party Deed of Grant is a lease, the rights granted in this Lease in respect of the relevant Third Party Easement Land shall be granted to the Tenant for a term expiring three days before the contractual expiry date of that lease;
- (d) the Landlord is not to be treated as unreasonably withholding consent to anything under this Lease if the consent of any relevant Third Party is required and the Landlord is unable, after having used reasonable endeavours, to obtain it; and
- (e) nothing in this Lease is to be construed as implying that any Third Party is under any obligation not to unreasonably withhold its consent or approval in respect of any application for consent or approval by the Landlord to the Third Party.

5 The Tenant covenants not to permit or allow any act omission neglect or default that shall:

- (a) cause or contribute to any breach of the Landlord's obligations;
- (b) give rise to any liability of the Landlord; or
- (c) lead to any diminution or loss of rights entitlements or other benefits of the Landlord,

under the relevant Third Party Deed of Grant insofar as such matters relate to or affect the rights granted by clauses 1(c) and 1(f) of this Lease and shall comply with the provisions of the same to the extent that they are relevant to the exercise of the rights granted to the Tenant by this Lease or the performance of the Tenant's obligations under and arising out of this Lease except for the making of payments required under such matters other than any payments due in accordance with clause 2(b) of this Lease or any payments due as a result of an act, omission, neglect or default of the Tenant.

6 The Landlord covenants:

- (a) to observe and perform its obligations under the terms of any Third Party Deed of Grant so far as they are not expressly assumed by the Tenant in this Lease;
- (b) not to do or permit or suffer any action upon the Third Party Easement Land which may cause a breach of its obligations under the terms of any Third Party Deed of Grant;
- (c) not to do or permit or suffer any action under a Third Party Deed of Grant which might reasonably be expected to result in the determination of such Third Party Deed of Grant;
- (d) to use reasonable endeavours to ensure that the grantor complies with the grantor's obligations in the Third Party Deed of Grant; and
- (e) (where the Third Party Deed of Grant requires the same and the Tenant is not able to get such consent directly from the relevant Third Party) to use reasonable endeavours to obtain from the relevant Third Party any consent required for the exercise of rights granted under this Lease at the cost of the Tenant as soon as reasonably practicable.



## Schedule 5

### 8 Option to renew

#### 8.1 In this Clause 8:

"Contractual Term" means the Term as defined on page 1 of this Lease excluding any period of holding over or any extension or continuation of it by statute or at common law;

"Further Lease" means the Lease to be granted by the Landlord to the Tenant pursuant to this Clause 8 and in the form prescribed by Clause 8.8;

- 8.2 The Landlord grants to the Tenant an option to require the Landlord to grant a Further Lease of the Premises to the Tenant.
- 8.3 The Tenant may exercise the option by giving written notice ("Option Notice") to the Landlord not more than six (6) months before the end of the Contractual Term that it intends to exercise the option PROVIDED THAT as at the date of the Option Notice, the Premises are used by the Tenant for the Permitted Use and the Tenant reasonably believes that its statutory obligation to supply one or more customers with electricity will necessitate the use of the Premises for the Permitted Use beyond the expiry of the Contractual Term.
- 8.4 The option will lapse if it is not exercised by the Tenant before the end of the Contractual Term.
- 8.5 On exercise of the option, the Landlord shall grant and the Tenant shall take the Further Lease on the following terms:
- (a) the term of the Further Lease shall begin immediately following the end of the Contractual Term and shall be for a term of 60 years;
  - (b) the Further Lease shall be completed on or immediately before the first day of its term;
  - (c) the rent reserved by the Further Lease shall be the yearly rent of a peppercorn and shall commence to be payable on the first day of its term (if demanded);
  - (d) the Further Lease shall include a tenant's covenant to close the registered title to this Lease or (as the case may be) cancel the notice (if any) of this Lease on the Landlord's registered title;
  - (e) the Further Lease shall exclude this option for a Further Lease and this clause 8;
  - (f) the Further Lease shall not exclude the security of tenure provisions of section 24 to 28 (inclusive) of the 1954 Act in relation to the further tenancy created; and
  - (g) in all other respects, the Further Lease shall be on the same terms as this Lease.
- 8.6 If this Lease is forfeited, disclaimed or otherwise comes to an end before the end of the Contractual Term, then this Clause shall be void.



*[Insert execution clauses for Landlord and Tenant]*