



HERBERT
SMITH
FREEHILLS

.....201[]

GLA LAND AND PROPERTY LIMITED
and
ROYAL DOCKS MANAGEMENT AUTHORITY LIMITED
and
[TENANT]
and
[GUARANTOR]

LEASE
OF
Phase [X] of Silvertown Quays, Newham,
London

[Drafting note: Provisions reflecting definition of "Headlease" in MDA to be inserted prior to engrossment including provisions for surrender of Headlease re undeveloped land per paragraph (v) of the definition of "Headlease".]

Herbert Smith Freehills LLP

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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	[] [] 201[]
LR2. Title number(s)	LR2.1 Landlord's title number(s) [] LR2.2 Other title numbers [] or [None]
LR3. Parties to this lease	Landlord GLA LAND AND PROPERTY LIMITED whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (Registered number 07911046) Tenant [TENANT] Guarantor [GUARANTOR] Management Company ROYAL DOCKS MANAGEMENT AUTHORITY LIMITED (Co. Regn. No. 02363622) whose registered office is at Pierhead, King George V Lock, Woolwich, Manor Way, London E16 2NJ
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. As defined as "Premises" in clause 1 of this lease.
LR5. Prescribed statements etc.	None.
LR6. Term for which the Property is leased	As defined as "Term" in clause 1 of this lease.
LR7. Premium	[]
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 None.

	<p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None.</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None.</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in schedule 2 to this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in schedule 3 to this lease.</p>
LR12. Estate rent charge burdening the property	None.
LR13. Application for standard form of restriction	<p>[The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]]/[None]</p> <p>[Restriction required to protect overage payments?]</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None.

THIS LEASE made on the date and between the parties specified in the Land Registry Prescribed Clauses

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease the following expressions have the respective specified meanings (subject to any particular interpretation required by clause 2):

"Adjoining Premises" means any adjoining or neighbouring premises on the Estate in which the Landlord holds, or shall at any time during the Term hold, a freehold or leasehold interest;

"Approved Scheme" means the redevelopment of the Estate in accordance with the requirements of the Master Development Agreement;

"Common Parts" means areas on the Estate which are, from time to time, intended to be used in common by any tenants and occupiers of and visitors to the Premises;

"Conduits" means those parts of the Estate comprising common water supply waste and soil pipes drains sewers gutters downpipes gas and other fuel pipes electricity and telephone cables wires ducts conduits flues wires louvres cowls and all other common conducting media plant and apparatus for the provision supply control and monitoring of services to or from the Estate and other common equipment;

"Development" means the development of the Estate in accordance with the Approved Scheme;

"Enactment" means every Act of Parliament directive and regulation now or hereafter to be enacted or made and all subordinate legislation whatsoever deriving validity therefrom;

"Environmental Law" means all laws or legislation made by a competent authority and all rules, regulations, orders, notices, directives and codes issued pursuant to the same which relate to pollution or protection of, or compensation for, harm or damage to the environment and/or human health and safety;

"Estate" means Silvertown Quays, Newham, London as shown edged blue on Plan 2;

"Guarantor" any person who, for the time being, guarantees performance of the Tenant's obligations, that person currently being the person specified as the guarantor in Land Registry Prescribed Clause LR3;

"Independent Person" means the person agreed or otherwise appointed pursuant to the provisions of clause 8 for the purpose of determining any dispute between the Parties;

"Insured Risks" means loss damage or destruction whether total or partial caused by all usual commercial risks and perils and such other risks or perils against the occurrence of

which the Landlord or the Tenant may reasonably require subject to such exclusions and limitations as are from time to time imposed by the insurers;

"Master Development Agreement" means an agreement dated [] 2013 entered into between (1) the Landlord (2) the Tenant and (3) the Guarantor for (inter alia) the Development and the grant of this lease, as such agreement may be amended or varied from time to time;

["Overage and Works Deed" means a deed dated [] entered into between (1) the Landlord (2) the Tenant and (3) the Guarantor in connection with the Development [Note: such deed being supplemental to the lease and providing for the Tenant to comply with the overage provisions in the Master Development Agreement and the provisions which relate to the initial works – i.e. Schedules 5 and 6 of the Master Development Agreement];]

"Parties" means

[REDACTED]

[or]

[in respect of Phases 2,3 etc use either in accordance with the use for Phase 1 above OR as residential use and any commercial uses ancillary thereto];

"Planning Law" means every Enactment for the time being in force relating to the use development and occupation of land and buildings and every planning permission statutory consent and agreement made under any Enactment;

"Plan" means a plan annexed hereto and "Plan 1" and "Plan 2" mean those which are so marked;

"Premises" means the premises described in schedule 1;

"Public Authority" means any Secretary of State and any government department public local regulatory fire or any other authority or institution having functions which extend to the Premises or their use and occupation and any court of law and the companies or authorities responsible for the supply of water gas and electricity or any of them and any of their duly authorised officers;

"Redevelopment" means:

- (a) major works of demolition; and/or
- (b) major reconstruction and/or construction; and/or
- (c) major alterations or additions to be carried out to the Premises otherwise than in accordance with the Approved Scheme;

"Reinstatement Costs" means:

- (a) the full cost for the time being at the start of the new year of insurance cover in question of reinstating and replacing all buildings and structures upon the Premises including all professional fees and all other incidental expenses and any appropriate allowance for inflation on all such matters aforesaid; and
- (b) VAT on all matters referred to including without limitation VAT on any self supply under paragraphs 5,6 and 7 of Schedule 10 to the Value Added Tax Act 1994;

"Requisite Consents" means those permissions, consents, approvals, licences, certificates and permits in legally effectual form which may be necessary lawfully to commence, carry

out, maintain and complete any works which the Tenant is either permitted or required to carry out under this lease including planning consent and building regulation consent;

"RoDMA" means Royal Docks Management Authority Limited;

"Service Charge" has the meaning given to it in paragraph 1 of schedule 4;

"Stipulated Rate" means a yearly rate three per cent above either the base rate of Barclays Bank plc or such other bank as the Landlord may from time to time nominate or if the base rate cannot be ascertained then above such other rate as the Landlord may reasonably specify;

"Surface Water Drains" means the surface water drains to be constructed in such locations as are from time to time approved by the Landlord (such approval not to be unreasonably withheld or delayed);

"Tenant's Adjoining Property" means any adjoining or neighbouring premises on the Estate in which the Tenant holds or shall at any time during the Term hold a freehold or leasehold interest;

"Term" means 999 years commencing on the date hereof;

"Use Classes Order" means the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) Order 2005;

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);

"Water Areas" has the meaning given to it in paragraph 1 of schedule 4;

"Water Management Lease" the lease dated 28 September 1990 between (1) London Docklands Development Corporation and (2) RoDMA and includes all deeds and documents varying or supplemental or ancillary to that lease at the date hereof;

"Working Day" means any day from Monday to Friday (inclusive) other than Christmas Day and any statutory bank holiday in England.

1.2 Interpretation

1.2.1 Words importing singular include the plural and vice versa and words importing one gender include both other genders.

1.2.2 Where a party comprises more than one person covenants and obligations of that party take effect as joint and several covenants and obligations.

1.2.3 A covenant by the Tenant not to do (or omit) any act or thing also operates as a covenant not to permit or suffer it to be done (or omitted) and to prevent (or as the case may be to require) it being done.

1.2.4 References in this lease to:

(A) any clause sub-clause schedule or paragraph is a reference to the relevant clause sub-clause schedule or paragraph of this lease and clause and schedule headings shall not affect the construction of this lease;

(B) any right of (or covenant to permit) the Landlord to enter the Premises shall also be construed as entitling the Landlord to remain on the Premises with or without equipment and permitting such right to be exercised by all persons authorised by the Landlord;

(C) the Premises shall be construed as extending to any part of the Premises;

- (D) a specific Enactment includes every statutory modification consolidation and re-enactment and statutory extension of it for the time being in force except in relation to the Use Classes Order whether or not it may at any time have been revoked or modified;
- (E) any consent licence or approval of the Landlord or words to similar effect mean a consent licence or other approval in writing signed by or on behalf of the Landlord and given before the act requiring consent licence or approval;
- (F) rent or other sums are references to such sums exclusive of VAT;
- (G) the Tenant's obligations mean the Tenant's obligations under this lease and under every agreement which is supplemental or collateral to it.

2. DEMISE AND RENTS

In consideration of the sum of [*premium to be determined in accordance with the Master Development Agreement*] together with any VAT thereon paid by the Tenant to Landlord (the receipt of which the Landlord acknowledges) and the covenants on the part of the Tenant hereinafter contained [and the covenants on the part of the Tenant in the Overage and Works Deed], the Landlord at the request of the Guarantor **DEMISES** unto the Tenant **ALL THAT** the Premises **TOGETHER WITH** the easements and rights (in common with the Landlord and all others with its authority or otherwise from time to time entitled thereto) specified in schedule 2 **EXCEPT and RESERVED** unto the Landlord and all other persons authorised by the Landlord from time to time during the Term the easements and rights specified in schedule 3 **TO HOLD** the Premises unto the Tenant (together with and except and reserved as aforesaid) for the Term **SUBJECT** to all rights easements covenants stipulations and other matters affecting the same including the rights easements covenants stipulations and other matters contained or referred to in the documents short particulars of which are set out in schedule 6 or which are otherwise referred to in schedule 6.

YIELDING AND PAYING therefore:

FIRST yearly and proportionately for any part of a year the rent of one peppercorn (if demanded) by equal quarterly payments to be made in advance on the usual quarter days in every year the first such payment or a proportionate part of it to be made on the date hereof;

SECONDLY as additional rent the Service Charge payable in accordance with the provisions of schedule 4;

THIRDLY as additional rent on demand (in addition and without prejudice to the Landlord's right of re-entry and any other right) interest at the Stipulated Rate on any sum owed by the Tenant to the Landlord whether as rent or otherwise which is not received by the Landlord on the due date (or in the case of money due only on demand within seven days after the date of demand) calculated for the period commencing on the due date for payment and ending on the date the sum (and the interest) is received by the Landlord; and

AND FOURTHLY as additional rent all VAT for which the Landlord is or may become liable to account to HM Revenue & Customs (or other relevant body to whom account has for the time being to be made) on the supply by the Landlord to the Tenant under or in connection with this lease or the interest created by it and/or any other supplies whether of goods or services such rent fourthly reserved to be due for payment contemporaneously with the other rents or sums to which it relates.

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

3.1 Rent

To pay the rents reserved by this lease on the days and in the manner set out in clause 2 without deduction or set-off.

3.2 VAT

Wherever the Tenant is required to pay any amount to the Landlord by way of reimbursement or indemnity to pay to the Landlord in addition any amount equivalent to any VAT incurred by the Landlord save to the extent that the Landlord obtains credit for such VAT incurred by the Landlord pursuant to Sections 24 25 and 26 Value Added Tax Act 1994 or any regulations made thereunder.

3.3 Outgoings

3.3.1 To pay all rates taxes charges and other outgoings whatsoever now or hereafter assessed charged or imposed upon the Premises or upon their owner or occupier (and a proper proportion determined by the Landlord attributable to the Premises of any rates taxes charges and other outgoings now or hereafter assessed charged or imposed upon the Premises in common with other premises or upon the owners or occupiers thereof) excluding (without prejudice to the rent fourthly reserved and clause 3.2) any tax payable by the Landlord as a direct result of any actual or implied dealing with the reversion of this lease or of the Landlord's receipt of income.

3.3.2 To pay the Landlord on demand a fair proportion (to be determined in the Landlord's reasonable discretion) of any costs of maintenance repair or renewal of any Conduits or any other structure or thing which is situated off the Premises but which serves the Premises in common with any Adjoining Premises.

3.4 Compliance with Enactments

To comply with the requirements of all Enactments and of every Public Authority (including the due and proper execution of any works) in respect of the Premises their use occupation employment of personnel in them and any work being carried out to them (whether the requirements are imposed upon the owner lessee or occupier) and not to do or omit anything by which the Landlord may become liable to make any payment or do anything under any Enactment or requirement of a Public Authority.

3.5 [Compliance with Master Development Agreement

To comply with the requirements on the part of the Developer (as such term is defined in the Master Development Agreement) contained in the Master Development Agreement and to comply with the relevant provisions of the Overage and Works Deed *[Note: may be in separate deed.]*

3.6 Notices

Forthwith to give to the Landlord notice of (and a certified copy of) any notice permission direction requisition order or proposal made by any Public Authority and without delay to comply in all respects at the Tenant's cost with the provisions thereof save that the Tenant shall if so required by and at the cost of the Landlord make or join in making such objections or representations in respect of any of them as the Landlord may require.

3.7 Repair

To keep:-

- 3.7.1 the structure and the exterior of all buildings erected on the Premises in good and substantial repair and condition until such time as all buildings which form part of the Approval Scheme for the whole Estate have reached practical completion.
- 3.7.2 the Common Parts in good and substantial repair and condition, well lit, clean and tidy and properly landscaped.
- 3.8 [REDACTED]
- 3.8.1 [REDACTED]
- 3.9 **Alterations**
- 3.9.1 Not without the consent of the Landlord (not to be unreasonably withheld or delayed) to make any alterations or additions [REDACTED]
- 3.9.2 [REDACTED]
- 3.10 **To permit entry**
- To permit the Landlord at reasonable times on reasonable prior notice (except in an emergency) to enter the Premises in order to:
- 3.10.1 examine the state of repair of the Premises;
- 3.10.2 ascertain that the covenants and conditions of this lease have been observed;
- 3.10.3 take any measurement or valuation of the Premises;
- 3.10.4 rebuild renew cleanse alter test maintain repair inspect and make connections to any Adjoining Premises;
- 3.10.5 give effect to any other necessary or reasonable purpose;
- 3.10.6 exercise the rights described in schedule 3;
- PROVIDED ALWAYS** that the Landlord shall not exercise any right to enter the Premises for the purposes described in this clause 3.10 (save where necessary in order to comply with any obligation to the Tenant and without prejudice to any rights of entry for any other purpose) so as to interfere to a substantial extent or an unreasonable amount of time with the use of the Premises by the Tenant or any occupier of the Premises.
- 3.11 **Compliance with notices relating to repair or condition**
- 3.11.1 To comply with any notice requiring the Tenant to remedy any breach of its covenants, such notice to fully set out the details and extent of any such breach.
- 3.11.2 If the Tenant shall not within a reasonable time materially comply with any such notice to permit the Landlord and any authorised person to enter the Premises to remedy the breach as the Tenant's agent and at its cost.


- 3.11.3 To pay to the Landlord, as a debt and on demand, all the costs and expenses incurred by the Landlord under the provisions of this sub-clause.

3.12 Encroachments

- 3.12.1 To preserve all rights of light and other easements belonging to the Premises and not to give any acknowledgement that they are enjoyed by consent.
- 3.12.2 Not to do or omit anything which might subject the Premises to the creation of any new easement and to give notice to the Landlord forthwith of any encroachment which might have that effect promptly after the Tenant becomes aware of the same.

3.13 Use

Not to use the Premises:

- 3.13.1 for any purpose (and not to do anything in or to the Premises) which may be or become or cause a nuisance disturbance annoyance obstruction or damage to any person or property;
- 3.13.2 for any dangerous noxious noisy illegal offensive or immoral trade business or activity; or
- 3.13.3 
- 3.13.4 (without prejudice to the preceding paragraphs of this sub-clause) without the prior written consent of the Landlord except for the Permitted Use.

3.14 Alienation

Not without the Landlord's prior written consent to assign, transfer, hold on trust for another, underlet or in any other manner part with possession of the Premises or any part or agree to do so without the Landlord's consent (not to be unreasonably withheld or delayed).

[Restrictions on alienation may reflect alienation approvals under the Master Development Agreement]

3.15 Registration

Within 20 Working Days after any devolution of this lease to give notice in duplicate of such devolution to the Landlord for registration together with a certified copy of the relevant instrument and to pay to the Landlord a fair and reasonable fee for each such registration being the sum of fifty pounds.

3.16 Payment of cost of notices, consents, etc.,

To pay on demand all expenses (including counsels' solicitors' surveyors' and bailiffs' fees) incurred by the Landlord in and incidental to:

- 3.16.1 the preparation and service of a notice under section 146 Law of Property Act 1925 or in contemplation of any proceedings under section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; and
- 3.16.2 every step taken during or after the expiry of the Term in connection with the enforcement of the Tenant's obligations under this lease including the service or proposed service of all notices; and
- 3.16.3 every application for consent licence or approval under this lease even if the application is withdrawn or properly refused.

3.17 Obstruction/overloading

Not to obstruct:

- 3.17.1 or discharge any deleterious matter into any pipe drain or other Conduit serving the Premises and to keep them clear and functioning properly;
 - 3.17.2 any requisite notice erected on the Premises including any erected by the Landlord in accordance with its powers under this lease;
 - 3.17.3 any Adjoining Premises or any means of escape;
- nor to overload or cause undue strain to the services of the Premises.

3.18 Planning

At all times during the Term to comply in all respects with the provisions and requirements of Planning Law so far as the same affect the Premises.

3.19 Environmental Liability

- 3.19.1 To inform the Landlord (in its capacity as owner of the interest reversionary to this lease) immediately in writing upon becoming aware of the existence of any contaminant or pollutant or hazardous substance in on or under or escaping or emitting or leaching from or any defect in the Premises which is likely to or might give rise to a duty or liability imposed by common law or statute on the Landlord.
- 3.19.2 The Tenant shall indemnify and keep the Landlord fully and effectively indemnified against all losses arising from or relating to any hazardous or harmful substances at on in or escaping from the Premises at any time during the Term in breach of Environmental Law and the Tenant shall produce this indemnity on demand by any competent authority and shall not challenge the application of it as an agreement to transfer the Landlord's liability in respect of any hazardous or harmful substances at on in or escaping from the Premises and this indemnity shall remain in full effect notwithstanding the expiry or determination of this lease.
- 3.19.3 The Landlord and the Tenant agree that the provisions of this clause 3.19 may be provided to a regulatory authority or any third party for the purpose of demonstrating the agreement as to the liabilities of the parties in relation to any remediation works required or carried out under Part IIA of the Environmental Protection Act 1990 or under any notice served under sections 161A to 161D of the Water Resources Act 1991.

3.20 Yielding Up

At the expiration or sooner determination of the Term to yield up to the Landlord the Premises in such state of repair and condition as shall be in accordance with the covenants on the part of the Tenant contained herein.

3.21 Land Registry

To the extent the grant (or any transfer) of this lease and of any right appurtenant to it requires to be completed by registration pursuant to the Land Registration Act 2002 in order to operate at law, to comply with the relevant registration requirements and, as soon as practicable, to provide the Landlord's solicitors with a copy of an official copy of the relevant register evidencing compliance with them.

3.22 Obligations affecting the reversion

To comply with all obligations affecting the Premises and not to interfere with any rights which benefit them including in each case those contained or referred to in the documents referred to in schedule 6.

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

4.1 Quiet enjoyment

That if the Tenant observes and performs its covenants contained in this lease the Tenant may peaceably hold and enjoy the Premises without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for it.

4.2 Services

To notify of proposed actions to maintain, repair or renew any Conduits or any other structure or thing which is situated off the Premises but which serves the Premises in common with any Adjoining Premises in respect of which charges will be made.

5. INSURANCE

5.1 The Tenant shall, subject to cover being available in the London insurance market on reasonable commercial terms, insure and keep insured at all times all buildings and structures located on the Premises from time to time throughout the Term with a reputable insurance office for a sum being not less than the Reinstatement Costs against loss or damage by the Insured Risks.

5.2 Insurance shall be in the joint names of the Landlord and the Tenant and (if applicable) the Tenant's mortgagee or, if that is not reasonably possible or practicable, the Tenant shall procure a note on the policy of the Landlord's interest in the Premises if the definition of the "insured" under the policy does not automatically cover all third parties with a legal estate in the Premises.

5.3 The Tenant shall as often as the Premises shall be destroyed or damaged by any of the Insured Risks and subject to obtaining all Requisite Consents, lay out all insurance moneys received other than any sums attributable to cover for loss of rent and third party risks in rebuilding, repairing and reinstating the Premises with all convenient speed to their previous form or to such other form as may be permitted by the Landlord (such permission not to be unreasonably withheld or delayed);

5.3.1 the Tenant shall use all reasonable endeavours to obtain all necessary planning and other consents required for the reinstatement works as soon as possible after the date of damage or destruction; and

5.3.2 the Tenant shall not be obliged to reinstate the Premises to their exact specification prior to the date of damage or destruction if to do so would be contrary to then current best building practice or building regulations or any statutory provisions. The need to obtain planning permission or other statutory consents and licences will not of itself mean that an act without those consents and licences is in breach of statute for the purposes of this clause.

5.4 The Tenant shall procure and maintain adequate and appropriate public and third party liability insurance.

5.5 The Tenant shall produce to the Landlord on demand a copy or sufficient particulars of the insurance policies effected pursuant to this clause and a copy of the receipt(s) for the

premium paid therefore for the then current year or in either case other sufficient evidence of the terms and existence of the policy or policies.

- 5.6 The Tenant shall insure and keep insured for an adequate sum, having regard to the Tenant's use of the Premises as permitted by this lease:

- 5.6.1 liability of the Tenant (and any other person having an interest in the Premises, including the Landlord) for injury to or death of any person or damage to property, other than the Premises;
- 5.6.2 accidental damage to the Tenant's fixtures; and
- 5.6.3 insurance for all other business risks against which it would be reasonably considered prudent or usual for a Landlord to insure.

6. WATER AREAS

- 6.1 The Tenant covenants with the Landlord and as a separate covenant with the Management Company to observe and perform all the covenants and obligations referred to in paragraph 2 of schedule 4.
- 6.2 The Management Company hereby covenants with the Tenant to observe and perform all the covenants and obligations contained or referred to in paragraph 3 of schedule 4.
- 6.3 The Tenant covenants not to do or omit to do any act or thing in respect of the Premises which would place the Landlord in breach of any obligations on the part of the landlord contained or referred to in clauses 4(1) and 4(4) of the Water Management Lease.

7. OTHER AGREEMENTS AND DECLARATIONS

Forfeiture and re-entry

- 7.1 Without prejudice to any other remedies and powers contained in this lease or otherwise available to the Landlord if any of the Tenant's covenants in this lease are not materially performed or observed; the Landlord may at any time thereafter (and notwithstanding the waiver of any previous right of re-entry) re-enter the Premises whereupon this lease shall absolutely determine but without prejudice to any Landlord's right of action in respect of any antecedent breach of the Tenant's covenants in this lease PROVIDED THAT:-
 - 7.1.1 the Landlord shall serve written notice on the Guarantor and on any mortgagees of the whole or any part of the Premises of which the Landlord has been given written notice setting out in detail the breach or breaches complained of and advising that the Landlord proposes to exercise its rights under this clause to terminate this lease;
 - 7.1.2 the Guarantor and/or any such mortgagee shall have the right within 30 (thirty) Working Days to elect to remedy such breach or breaches and to provide to the Landlord a deed of covenant in a form previously approved by the Landlord (such approval not to be unreasonably withheld or delayed) whereby the Guarantor or such mortgagee undertakes to discharge all existing and future obligations of the Tenant under and in accordance with the provisions of this lease; and
 - 7.1.3 in the absence of such election (but not otherwise) the Landlord may exercise its right under this clause and terminate this lease.

7.2 Easements and use

The Landlord may develop or concur with or suffer or permit any development of or the implementation of any use on any Adjoining Premises notwithstanding the effect of the development or the use on the Premises.

7.3 Service of notices

- 7.3.1 In addition to any other mode of service any notices to be served under this lease shall be validly served if served in accordance with Section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or (in the case of any notice to be served on the Tenant) by sending it to the Tenant at the Premises.
- 7.3.2 Any notice under this lease must be in writing and addressed to the relevant party at a correct address.
- 7.3.3 If the Tenant or any guarantor of the Tenant's obligations comprises more than one person it shall be sufficient for all purposes if notice is served on one of them but a notice duly served on the Tenant will not need to be served on any guarantor.

7.4 No warranty as to use

Nothing contained in this lease shall constitute or be deemed to constitute a warranty by the Landlord that the Premises are authorised under Planning Law to be used or are otherwise fit for any specific purpose.

7.5 Law, Jurisdiction and Severance

- 7.5.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter; existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and within the exclusive jurisdiction of the English courts, to which the parties irrevocably submit.
- 7.5.2 Each party agrees that any claim form or other document to be served under the Civil Procedure Rules may be served on it by being delivered to or left at a correct address for the purposes of clause 7.3.
- 7.5.3 If any provision of this lease is void or prohibited under any Enactment due to any applicable law, it shall be deemed to be deleted and the remaining provisions of this lease shall continue in full force.

8. DISPUTES

8.1 Reference to an Independent Person

If any dispute or difference shall arise between the parties hereto as to their respective rights, duties and obligations under this lease or as to any matter arising out of or in connection with the subject matter of this lease then any Party may, at either time by giving written notice, refer the dispute or difference to an Independent Person.

8.2 Reference

The following provisions apply to the appointment of an Independent Person:

- 8.2.1 if the Parties to the dispute agree on the identity of the Independent Person, the dispute shall be referred to him for determination; but
- 8.2.2 if the Parties to the dispute cannot agree at any time on the identity of the Independent Person, either of them, unless they shall have already applied jointly, may apply at any time for the appointment of a suitably qualified Independent Person to determine the dispute; and
- 8.2.3 if the application is made under clause 8.2.2, it shall be made:

- (A) to the President of the Law Society, if the dispute concerns the construction of this lease or the drafting of any document;
- (B) to the President of The Royal Institution of Chartered Surveyors, if the dispute concerns any other issue which is not covered by sub-paragraphs (A) and (C); and
- (C) to the President of the Royal Institute of Chartered Accountants, if the dispute concerns an accounting issue.

8.3 Qualifications

Any Independent Person must have been qualified and practising in the relevant field for not less than ten years before his appointment.

8.4 Representations and counter-submissions and reasoned determinations

The Independent Person shall be appointed on the basis that:

- 8.4.1 each Party to the dispute may make written representations to the Independent Person and submissions on the other's representations;
- 8.4.2 he shall provide a draft of his decision for comment by each Party before issuing the decision itself not later than fourteen days after issuing the draft; and
- 8.4.3 he shall give a reasoned decision.

8.5 Binding determination

Except in the case of manifest error, gross negligence or mistake of law, the determination by an Independent Person appointed under this clause shall be final and binding on the Parties to the dispute.

8.6 Parties' costs and Expert's fees

- 8.6.1 Each Party shall bear its own costs in relation to any determination by an Independent Person.
- 8.6.2 The fees of any Independent Person shall be borne equally between those Parties between whom the dispute arose unless he otherwise determines and may be paid to him by any Party to the dispute, notwithstanding any direction or prior agreement as to liability for payment, and if any relevant party chooses to do so, it shall be entitled to an appropriate repayment by any other relevant Party on demand.

9. GUARANTEE

9.1 In consideration of the Landlord entering into this lease the Guarantor covenants with the Landlord that:

- 9.1.1 the Tenant, failing whom the Guarantor, will duly perform and observe or procure the performance and observance of all the covenants and obligations on the part of the Tenant contained in this lease in the manner and at the times specified in this lease; and
- 9.1.2 it will indemnify and keep fully and effectively indemnified the Landlord against all damages liability costs fees and expenses properly sustained by the Landlord by reason of or arising in any way as a result of any default by the Tenant in the performance and observance of any of its covenants and obligations hereunder or the payment of any sums payable hereunder.

9.2

- 9.2.1 The obligations of the Guarantor hereunder are primary obligations.
 - 9.2.2 The Guarantor is jointly and severally liable with the Tenant for the fulfilment of all the obligations of the Tenant under this lease.
 - 9.2.3 Notwithstanding any legal limitation disability or incapacity on or of the Tenant or any other fact or circumstance whether known to the Landlord or not the Landlord may proceed against and recover from the Guarantor as if the Guarantor was named as the tenant in this lease.
- 9.3 The obligations of the Guarantor hereunder are to constitute a continuing security in addition to and without prejudice to any other rights which the Landlord may have and the Guarantor hereby waives any right to require the Landlord to proceed against the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Guarantor.
- 9.4
- 9.4.1 If and to the extent that the Guarantor has been notified of a claim by the Landlord the Guarantor will not claim or accept any payment or property in any liquidation bankruptcy composition or arrangement of the Tenant in competition with the Landlord nor seek to recover (whether directly or by way of set-off lien counterclaim or otherwise) any money or other property nor exercise any other right or remedy whatsoever in respect of any sum which may be or become due to the Guarantor from the Tenant nor exercise any rights of subrogation or indemnity against the Tenant until in each such case any claim by the Landlord has been satisfied.
 - 9.4.2 The Guarantor will forthwith pay to the Landlord an amount equal to any set-off in fact exercised by it and will promptly pay or transfer to the Landlord any payment or distribution or benefit in fact received by it notwithstanding the terms of sub-clause 9.4.1.
 - 9.4.3 The Guarantor agrees that it will exercise any rights of subrogation against the Tenant and any rights to prove in the liquidation of the Tenant which it may have in accordance with the direction of the Landlord.
- 9.5 The Guarantor confirms it has not taken and undertakes it will not take from the Tenant any security in connection with its obligations hereunder and declares that any security so taken shall be held on trust for the Landlord and further the Guarantor agrees that it shall not be entitled to participate in any security held by the Landlord in respect of the Tenant's obligations to the Landlord under this lease nor to stand in the place of the Landlord in respect of any such security until all the obligations of the Tenant or the Guarantor to the Landlord under this lease have been performed or discharged in full.
- 9.6 None of the following nor any combination thereof shall release determine discharge or in any way lessen or affect the liability of the Guarantor hereunder or otherwise prejudice or affect the right of the Landlord to recover from the Guarantor to the full extent of its obligations hereunder:
- 9.6.1 any neglect delay or forbearance (other than wilful neglect or delay) of the Landlord in endeavouring to obtain payment of any amounts payable under this lease by the Tenant or in enforcing the performance or observance of any of the covenants and obligations of the Tenant under this lease;
 - 9.6.2 any extension of time given by the Landlord to the Tenant;

- 9.6.3 any variation of the terms of this lease to which the Guarantor was a party or the transfer of the Landlord's interests in the Demised Premises and/or this lease;
 - 9.6.4 any change in the constitution structure or powers of any of the Tenant the Guarantor or the Landlord or the liquidation administration or bankruptcy (as the case may be) of any of the Tenant or the Guarantor;
 - 9.6.5 any legal limitation or any immunity disability or incapacity of the Tenant (whether or not known to the Landlord) or the fact that any dealings with the Landlord or the Tenant may be outside or in excess of the powers of the Tenant or the Guarantor;
 - 9.6.6 any other act omission matter or thing whatsoever whereby but for this provision the Guarantor would be exonerated or released either wholly or in part (other than a release by deed given by the Landlord).
- 9.7
- 9.7.1 The powers conferred on the Landlord hereunder are cumulative without prejudice to its powers under the general law and may be exercised as often as the Landlord thinks appropriate. The Landlord may in connection with the exercise of its powers join or concur with any person in any transaction scheme or arrangement whatsoever.
 - 9.7.2 If the Landlord reasonably considers that any amount paid by the Guarantor hereunder is capable of being avoided or set aside on the liquidation or administration of the Guarantor or otherwise then for the purposes of this lease such amount shall not be considered to have been paid.
 - 9.7.3 Any settlement or discharge between the Landlord and the Tenant and/or the Guarantor shall be conditional upon no security or payment to the Landlord by the Tenant or the Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy insolvency or liquidation for the time being in force and accordingly (but without limiting the Landlord's other rights hereunder) the Landlord shall be entitled to recover from the Guarantor the value which the Landlord has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred.
- 9.8 The Guarantor warrants and represents that it has full power to enter into the obligations and covenants hereunder and has taken all necessary corporate or other action required to authorise its execution of this lease and that the provisions of this lease constitute the legal valid and binding obligations of the Guarantor.
- 9.9
- 9.9.1 The covenants undertakings and agreements of the Guarantor hereunder shall enure for the benefit of the successors and assigns of the Landlord to this lease without the necessity for any assignment thereof to such successors and assigns.
 - 9.9.2 Without prejudice to sub-clause 9.9.1 above the Landlord may assign the benefit of the provisions of this lease and the covenants undertakings and agreements of the Guarantor hereunder to any third party and the Guarantor shall join in such documents as may be necessary to effect such assignment.
- 9.10 The Guarantor will indemnify and keep the Landlord fully and effectively indemnified against all the Landlord's reasonable and proper legal and other costs losses charges and expenses (on a full indemnity basis) arising in connection with any modification

amendment release and/or enforcement or attempted enforcement of or preservation of the Landlord's rights under this guarantee.

- 9.11 All payments to be made by the Guarantor hereunder will be made in full without any deduction for any set-off or counterclaim the Guarantor may have against the Landlord.
- 9.12 No delay or omission by the Landlord in exercising any right power or privilege hereunder shall impair such right power or privilege or be construed as a waiver of such right power or privilege.
- 9.13 If at any time any one or more provisions of this clause is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

10. NEW TENANCY

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

11. EXCLUSION OF THIRD PARTY RIGHTS

Each party confirms that no term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this lease.

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

SCHEDULE 1

(The Premises)

ALL THAT piece or parcel of land shown edged red on the Plan 1 together with all buildings and other structures thereon.

Note: include title numbers if individual Phases registered or to be registered separately.

Note: There are no common parts in Phase 1 as Phase 1 includes the roads. In respect of those parts of Phase 1 over which Phase 2 etc. should enjoy rights there will be an exception and reservation in favour of the Landlord such that they can be included in the concept of common parts in the lease of Phase 2 etc. Once the development has been completed and all the infrastructure/ common parts are known and identified the parties envisage a surrender to the Landlord and immediate grant of an infrastructure lease to an SPV management company.

SCHEDULE 2

(Easements and Rights granted)

Note: Rights generally to be confirmed –the Tenant may need to be granted rights temporarily over the land comprising the other Phases until the entire Development is built out

1. Free and uninterrupted use of all existing and future Conduits which are in the Adjoining Premises and solely serve the Premises or the Premises and the Tenant's Adjoining Premises.
2. The right to enter (with or without vehicles) the Adjoining Premises in order to inspect, repair, maintain, clean, alter, replace, install, add to or connect to any Conduits in the Adjoining Premises which solely serve the Premises or the Premises and the Tenant's Adjoining Premises.
3. The right to enter (with or without vehicles) the Adjoining Premises:
 - (i) to inspect, decorate, repair, replace, maintain, alter, demolish, redevelop or rebuild the Premises or any part thereof;
 - (ii) in exercise of any right or obligation under this lease.
4. Subject to the other requirements of this lease, the right to carry out any building, rebuilding, redevelopment, alteration or other works (whether or not comprising Redevelopment) to the Premises (including the erection of scaffolding) notwithstanding interference with light and air enjoyed by the Adjoining Premises.
5. The right of support and protection for the Premises from the Adjoining Premises.
6. All rights of entry onto the Adjoining Premises are subject to the following conditions:
 - (i) if required by the Landlord such entry shall (save in emergency) be under the reasonable supervision of the Landlord;
 - (ii) entry shall only be effected at all reasonable times on reasonable prior written notice (except in emergency);
 - (iii) as little inconvenience and disturbance as reasonably practicable shall be caused to the Landlord and the tenants and occupiers from time to time of the Adjoining Premises in the exercise of such rights;
 - (iv) all damage caused to the Adjoining Premises by such entry shall be made good promptly to the Landlord's reasonable satisfaction;
 - (v) such entry shall be subject to any other reasonable safeguards for the Adjoining Premises and its tenants and occupiers as shall be required by the Landlord; and
 - (vi) such entry shall be exercised in a reasonable and proper manner and only to the extent that the purpose of entry cannot be reasonably conveniently or reasonably economically achieved otherwise than pursuant to entry upon the necessary part of the Adjoining Premises.

SCHEDULE 3

(Exceptions and Reservations)

1. The right at reasonable times on reasonable prior notice (except in an emergency) to enter upon the Premises as often as may be necessary for all the purposes for which the Tenant covenants in this lease to permit entry.
2. The right to build alter or extend (whether vertically or laterally) any building on any Adjoining Premises of the Landlord notwithstanding that the access of light and air or either of them to the Premises and the lights windows and openings thereof may be affected.
3. The right to construct and inspect maintain repair and renew and to make connections to and use any Conduits in on or under the Premises at any time during the Term for the benefit of any Adjoining Premises provided that the existing services enjoyed by the Tenant are not materially disrupted or adversely affected.
4. All rights of light air and other easements and rights (but without prejudice to those expressly granted by this lease) enjoyed by the Premises from or over any Adjoining Premises.
5. *[To mirror the agreed provisions of Schedule 2 in this Schedule 3].*

such rights being reserved for the benefit of the land comprised in title number []

PROVIDED ALWAYS THAT if the Landlord exercises any of the rights by carrying out work on the Premises it shall forthwith make good any damage caused to them unless the right has been exercised because of some breach by the Tenant or by any person claiming through it.

SCHEDULE 4 (Water Areas)

1. DEFINITIONS

In this schedule and in schedule 5 the following expressions shall have the meanings attributed to them hereunder:

"Accountant" means any person being a member for the time being of the Institute of Chartered Accountants in England and Wales appointed by the Management Company and entitled to act as its auditor under the Companies Act 2006;

"Excluded Dock Walls" means the water retaining walls and false quays from time to time forming part of the Royal Albert Dock, Albert Basin, Royal Victoria Dock, Pontoon Dock and King George V Dock and shall include the copings foundations footings infill rods ties shores (whether consolidated or not) and other apparatus retaining and giving support thereto other than the Included Dock Walls;

"Expenditure" means in relation to any Financial Year:

- (a) the aggregate of all costs, fees, expenses and outgoings whatsoever (including any amount paid in respect of VAT whether to HM Revenue & Customs or to any supplier) reasonably and properly incurred by the Management Company in that Financial Year in respect of the services set out in schedule 5 (whether or not the Management Company is obliged to incur the same) as reduced by the amount of any credit received or receivable by the Management Company in respect of such costs, fees, expenses and outgoings;
- (b) such sums as the Management Company may reasonably consider desirable to set aside in any Financial Year for the purpose of providing for periodically recurring items of expenditure whether occurring at regular or irregular intervals; and
- (c) such provision for anticipated expenditure in respect of any of the services referred to in schedule 5 as the Management Company shall in its reasonable discretion consider fair and reasonable in the circumstances;

PROVIDED THAT in the case of unusual items of capital expenditure Expenditure shall not necessarily include the total cost incurred in the relevant Financial Year but only such amount as is reasonable having regard to the manner in which such capital expenditure is financed (whether through borrowings, use of reserve or sinking fund accumulated under the provisions hereof or otherwise) any balance being carried forward to subsequent Financial Years;

"Financial Year" means a period of 12 calendar months up to and including the thirty first (31st) day of March in each year and (in the case of the date of expiration of the term granted by the Water Management Lease) the period from and including the previous first day of April to and including such date of expiration or such other period as the Management Company may notify to the Landlord and the Tenant from time to time;

"Included Dock Walls" means the water retaining walls and false quays from time to time between the points marked A-B C-D E-F G-H and I-J on Plan A and the whole of the water retaining walls to the Craft Lock and the King George V Lock and shall include the copings foundations footings infill rods ties shores (whether consolidated or not) and other apparatus retaining and giving support thereto;

"Income" means the total of all fines licence fees mooring and locking charges premiums rents royalties and other moneys whether in the nature of capital or revenue (including payments by insurers in respect of loss of rent or other moneys but excluding all other

proceeds arising out of any claim made in respect of a policy or policies of insurance received by the Management Company) howsoever arising actually paid to the Management Company during any Financial Year Provided that in computing Income:

- (a) no account shall be taken of (i) any sum paid or payable to the Management Company in respect of Service Charge (as defined in the Water Management Lease) which shall include without prejudice to the generality of the foregoing insurance premiums, repairing contributions, management or administration charges and contributions to outgoings incurred by the Management Company (ii) any sums received in the nature of those specified in clause 3(23) of the Water Management Lease where such sums represent reimbursement in whole or part to the Tenant of the cost or a reasonable assessment of the cost of providing such facility or service and (iii) any sums recovered representing reimbursement in whole or part to the Management Company of the costs of carrying out works and/or performing obligations by a tenant or other occupier which has failed to do so in breach of an obligation on it; and
- (b) there shall be deducted any VAT or corporation tax due and payable by the Management Company to the taxing authorities on any such income and irrecoverable by the Management Company;

"Maximum Water Level" means 4.24 metres above the Ordnance Survey Datum Level at Newlyn or such other higher level not more than 4.4 metres above the Ordnance Survey Datum Level at Newlyn as the Landlord may specify in writing to the Tenant from time to time;

"Minimum Water Level" means 3.44 metres above the Ordnance Survey Datum Level at Newlyn or such other lower level not less than 3.24 metres above the Ordnance Survey Datum Level at Newlyn as the Landlord shall specify in writing to the Management Company and the Tenant from time to time;

"Plan A" means the plan annexed to the Water Management Lease and marked with the letter "A" (a copy of the current version of which is annexed hereto and named as Plan []);

"Plan B" means the plan annexed to the Deed of Variation of the Water Management Lease dated 26 March 1998 between the Landlord and the Management Company and marked with the letter "B" (a copy of the current version of which is annexed hereto and named as Plan []);

[Note: Is the supplemental lease dated 3 August 2001 no longer relevant?]

"RoDMA premises" means the land, water over land and premises shown by way of identification only edged red on Plan A at the Royal Group of Docks in the London Borough of Newham together with the appurtenances thereto and each and every part thereof including (but not limited to):

- (a) the dock beds other than the railway tunnel the approximate position of which is below the Connaught Crossing shown on Plan A and marked "Connaught Crossing" and all structural parts thereof (including without limitation the ventilation shaft and drainage culvert serving the same);
- (b) the buildings, bridges, pumps, dolphins, grain hoists, locks, lock gates, lock equipment, service tunnels and other structures now or hereafter erected therein thereon or thereunder or on any part thereof;
- (c) the Included Dock Walls and the whole of the Manor Way Culvert and the access chambers located beneath the dock bed of the Manor Cut (being the sleeve linking the Albert Basin to the Royal Albert Dock) and within the adjoining parts of the

Service Charge Area approximately between the Manor Cut and points K and L on Plan A;

together also with all additions, alterations and improvements thereto (including all landlord's fixtures and fittings and plant machinery and equipment now or hereafter in or about the same) but excluding:

- (d) airspace above the height of 20 metres from the Maximum Water Level;
- (e) the Excluded Dock Walls;
- (f) the two foul water culverts shown numbered 2 and 3 with a thick broken black line on Plan B;
- (g) the high voltage/low voltage ring main running in or over under through and along the dock bed and the dock walls;
- (h) the pump and pump chamber beneath the tunnel pump building and equipment located therein being on the north side of the Connaught Crossing and the approximate position of which is marked with the letter "M" on Plan A;
- (i) the Manor Way electricity sub-station and the equipment located therein including for the avoidance of doubt the Transformers T1 T2 and T3 the approximate position of which is marked with the letter "N" on Plan A and more particularly shown marked on Plan B together with cables leading into and out of the said station and in on over under and through the premises hereby demised; and
- (j) all highways, bridges, abutments, footpaths, pavements and landscaped and other structures and areas from time to time adopted by the relevant highways authority;

"Royal Group of Docks" means those areas marked "Royal Albert Dock" "Albert Basin" "Craft Lock" "Royal Victoria Dock" "Pontoon Dock" "King George V Dock" and "King George V Lock" on Plan A;

"Service Charge" means the proportion of the Expenditure payable by the Tenant (after applying the provisions of clauses 5(5) and 5(6) of the Water Management Lease) which shall (subject to the provisions of clause 5(8) of the Water Management Lease) be calculated by taking the proportion (expressed as a percentage) which the Site Area of the Premises **BUT EXCLUDING** all roads, footpaths, cycleways and associated landscaping from time to time adopted by any public local or other authority and all land leased or to be leased by a Statutory Lease or otherwise disposed of to a corporation authority or body which provides electricity, gas, telecommunications, water, sewerage or other similar utilities to the general public strictly for that purpose without an obligation to pay service charge bears to the Site Area of the Service Charge Area;

"Service Charge Area" means the area shown for the purpose of identification only [edged and tinted green on Plan A] forming part of the Estate as varied from time to time in accordance with clause 7 of the Water Management Lease but excluding in every case all roads, footpaths, cycleways and associated landscaping from time to time adopted by any public local or other authority and all land leased or to be leased by a Statutory Lease or otherwise disposed of to a corporation authority or body which provides electricity, gas, telecommunications, water, sewerage or other similar utilities to the general public strictly for that purpose without an obligation to pay the Service Charge;

"Site Area" means site area as defined in the Code of Measuring Practice prepared by the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers Second Edition 1987 (and not as amended from time to time);

"Statutory Lease" means any lease or leases granted to any corporation body or authority which provides electricity, gas, telecommunications, water, sewerage or other similar utilities to the general public ("**public utility**") or London Regional Transport or other body providing systems of transport to the general public ("**public transport body**") of any part or parts of the Service Charge Area and required strictly for the purpose of providing (in the case of a public utility) the particular utility or (in the case of a public transport body) public transport facilities;

"Water Areas" means the parts of the RoDMA premises covered by water and shown for the purpose of identification only coloured pink on Plan A as varied from time to time in accordance with the provisions of the Water Management Lease.

2. COVENANTS BY THE TENANT

The Tenant **HEREBY COVENANTS** with the Landlord and as a separate covenant with the Management Company as follows:

- 2.1 Subject to paragraph 2.2 below, not to drain or deposit any water, liquid matter or substance into the Water Areas;
- 2.2 Not to use the Surface Water Drains for any purpose other than drainage of unpolluted rainwater into the Water Areas;
- 2.3 Not to cause or permit or knowingly suffer to be done anything on the Premises which may cause the water level of the Royal Group of Docks to fall below the Minimum Water Level;
- 2.4 Not to install the Surface Water Drains until the detailed design and specification of the parts of the Surface Water Drains which enter the Water Areas (the "**Entrance Points**") has been first approved by the Management Company (such approval not to be unreasonably withheld or delayed) and not to vary the Entrance Points without first submitting the plans for approval by the Management Company such approval not to be unreasonably withheld;
- 2.5 At the cost of the Tenant to maintain the Entrance Points in good repair;
- 2.6 On the first day of January the first day of April the first day of July and the first day of October in every year during the Term to pay to the Management Company such a sum ("**Advance Payment**") in advance and on account of the Service Charge for the Financial Year then current as the Management Company shall have estimated (and provided to the Tenant as an estimate) pursuant to paragraph 3.2 as being a fair and reasonable assessment of one quarter of the likely Service Charge for that Financial Year and following preparation of the account referred to in paragraph 3.3 to pay on demand or have allowed to it any balance owing in relation to the actual Service Charge;
- 2.7 Not to assign this Lease without first obtaining a direct covenant from the proposed assignee with the Landlord and (as a separate covenant) with the Management Company:
 - 2.7.1 to observe and perform the covenants referred to in paragraphs 2.1 to 2.7 inclusive of this schedule;
 - 2.7.2 to pay to the Management Company the Service Charge in accordance with the provisions of paragraph 2.6 above;
 - 2.7.3 to take a transfer of one share in the Management Company for a consideration of one pound (£1); and

- 2.7.4 to sign a Deed of Adherence as required by the Shareholders Agreement dated 28 September 1990 and made between the Landlord and the Management Company (in both cases as varied from time to time (if at all)).

[Please confirm the details of any deeds of variation that have been entered into and provide copies of the same.]

3. COVENANTS BY THE MANAGEMENT COMPANY

The Management Company **HEREBY COVENANTS** with the Tenant as follows:

- 3.1 to provide or procure the provision of the services listed in part 1 of schedule 5 in accordance with the principles of good estate management prudently and in an efficient manner and if and insofar as the same are provided that such services as are listed in part 2 of schedule 5 are also provided in accordance with the principles of good estate management prudently and in an efficient manner **PROVIDED THAT** the Management Company shall not in any circumstances incur any liability for any failure or interruption in any of the said services or for any inconvenience or injury to persons or property arising from such failure or interruption due to:
- 3.1.1 reasonably unforeseeable mechanical breakdown failure or malfunction overhauling maintenance repair or replacement;
 - 3.1.2 strikes labour disputes or shortages of any sort; or
 - 3.1.3 any cause or circumstance beyond the reasonable control of the Management Company;
- provided that the Management Company uses all reasonable endeavours to minimise the period of such failure or interruption due to any of the causes specified in paragraphs 3.1 to 3.1.3 (inclusive) above;
- 3.2 as soon as practicable before the beginning of each Financial Year to prepare a reasonable written estimate of the Expenditure for that Financial Year and to supply a copy to the Tenant; and
- 3.3 within 30 Working Days after the end of each Financial Year to prepare and deliver to the Tenant an account showing the Expenditure and Income for that Financial Year and certified by the Accountant and containing a true and complete summary of the various items comprising the Expenditure and Income.

4. GENERAL PROVISIONS

- 4.1 Any omission by the Management Company to include in any Financial Year a sum expended or a liability incurred in that Financial Year shall not preclude the Management Company from including such sum or the amount of such liability in any subsequent Financial Year as the Management Company may reasonably determine.
- 4.2 The Management Company may add to or extend any of the said services from time to time if the Management Company shall reasonably deem it desirable so to do having regard to the more efficient management security and operation of the RoDMA premises.

SCHEDULE 5

(Services by the Management Company)

PART 1

SERVICES TO BE PROVIDED BY THE MANAGEMENT COMPANY

1. Maintaining the still water level in the Royal Group of Docks at not less than the Minimum Water Level and impounding the water in the Royal Group of Docks and using its reasonable endeavours to prevent the still water level in the Royal Group of Docks rising above the Maximum Water Level.
2. Dredging and desilting the Royal Group of Docks as follows:
 - 2.1 Albert Basin – a minimum draught of 3.5 metres or such other draught as shall be appropriate having regard to all or any of the following:
 - (a) the Management Company's business of providing the services listed in this schedule and providing business recreational and other activities in the Royal Group of Docks including access by the general public to the Water Areas; and
 - (b) the reasonable requirements of developers, lessees and others within the Service Charge Area from time to time duly permitted by the Management Company to use the Water Areas; and
 - (c) the integrity of the dock walls system and other water retaining parts of the Royal Group of Docks.
 - 2.2 Craft Lock and King George V Lock – as required to facilitate the operation of the locks and the free passage of vessels and the safe and efficient use of the King George V flood barrier.
 - 2.3 The remainder of the Royal Group of Docks – a minimum draught of 8 metres with a deep water channel with a minimum draught of 9 metres leading from the King George V Lock to the Pontoon Dock or such other draught as shall be appropriate having regard to all or any of the following:
 - (a) the Management Company's business of providing the services listed in this schedule and providing business recreational and other activities in the Royal Group of Docks including access by the general public to the Water Areas; and
 - (b) the reasonable requirements of developers, lessees and others within the Service Charge Area from time to time duly permitted by the Management Company to use the Water Areas; and
 - (c) the integrity of the dock walls system and other water retaining parts of the Royal Group of Docks.
3. Operating, inspecting, servicing, overhauling, repairing, maintaining, cleaning, lighting and as necessary renewing or replacing and insuring all plant machinery apparatus and equipment for which the Management Company is responsible from time to time including but not limited to all bridges, moorings, pontoons, jetties, grain hoists, dolphins, locks, lock gates, lock equipment, pumping stations, and pumping equipment impounding stations and impounding equipment.
4. Repairing, maintaining, decorating and where appropriate cleaning, washing down, lighting, servicing, equipping and as necessary altering, renewing, rebuilding and reinstating any building, structures, roads, pavements, bridges, street lighting, sewers,

drains, service tunnels and any other facilities operated by the Management Company from time to time.

5. Repairing maintaining and as necessary altering, renewing, rebuilding and reinstating the Included Dock Walls.
6. Paying all existing and future rates including water rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary parochial local or of any other description and whether or not of a capital or a non-recurring nature or of a wholly novel character) payable by the Management Company in respect of the RoDMA premises or any part thereof.
7. Carrying out any works required to comply with any statute (other than works for which any tenant or occupier is responsible).
8. Monitoring and controlling of the discharge of any oil grease or other deleterious matter into the Water Areas and the cleaning and depollution of (and at the Management Company's discretion oxygenating) the Water Areas and removal of flotsam from time to time and the removal and marking of underwater obstructions.
9. The insurance of the RoDMA premises and insurance against the Management Company's liability for loss or damage to property and death injury or illness of or to persons in accordance with the provisions of the Water Management Lease.
10. Monitoring works to and the condition of the Excluded Dock Walls.
11. Complying with the covenants and conditions on the part of the Management Company under the provisions of the Water Management Lease insofar as the same are not otherwise expressly referred to in this schedule 5.
12. Providing, maintaining and repairing and as necessary renewing or replacing all security and emergency systems for any of the facilities and services provided by the Management Company from time to time including but not limited to grab chains and ladders, life belts, alarm systems, generators, emergency lighting, fire detection and prevention systems and all fire fighting and fire prevention equipment and appliances.

PART 2

SERVICES WHICH THE MANAGEMENT COMPANY MAY PROVIDE THE COST OF WHICH IS RECOVERABLE UNDER THE SERVICE CHARGE

1. The provision of staff (including such direct or indirect labour as the Management Company deems appropriate) for the day to day running of the installations and plant and the provision of other services and for the general management operation and security (including navigation traffic control and policing) of the premises comprised in the Water Management Lease and all other incidental expenditure including but not limited to (a) insurance health pension welfare severance and other payments contributions and premiums (b) the provision of uniforms working clothes tools appliances materials and equipment (including telephones) for the proper performance of the duties of any such staff (c) providing, maintaining, repairing, decorating and lighting any accommodation facilities for staff and all rates, gas and electricity charges in respect thereof.

2. Payment of rent, service charge insurance premiums and all other sums of whatever nature in respect of the building and premises required by the Management Company in connection with its business.
3. Providing, maintaining and renewing any signs and notices and providing all directional signs, fire regulations, notices, advertisements and street furniture and furnishings.
4. Providing and maintaining floodlighting (if any) and any plants, shrubs, trees or garden or grassed areas, wildlife habitat and any other landscaping features.
5. Paying the cost of taking any steps deemed desirable or expedient by the Management Company for complying with making representations for or against or otherwise contesting the incidence of the provisions of any statute concerning town planning, public health, highways, streets, drainage water and all other matters relating or alleged to relate to the premises comprised in the Water Management Lease or any part thereof for which any tenant is not directly responsible.
6. Paying the proper and reasonable salaries, fees, costs, charges, expenses and disbursements (including any VAT payable thereon) of any directors or person or persons employed or retained by the Management Company for or in connection with surveying or accounting functions or the performance of the services or any other duties relating to the general management, administration, security, maintenance, protection and cleanliness of the premises comprised in the Water Management Lease.
7. Paying the proper and reasonable fees and expenses incurred by the Management Company in connection with the management of any functions and duties referred to in this schedule undertaken by the Management Company.
8. Making such provision as the Management Company may reasonably consider desirable to set aside for the purpose of providing for periodically recurring items of expenditure whether occurring at regular or irregular intervals.
9. Making such provision for anticipated expenditure in respect of any of the items referred to in this schedule as the Management Company shall in its reasonable discretion consider fair and reasonable in the circumstances.
10. The promotion and advertising of all activities carried out in the premises comprised in the Water Management Lease and/or the Service Charge Area undertaken or sponsored by the Management Company from time to time.
11. The payment of any interest and/or financing charges incurred in obtaining loans or overdraft facilities for providing any of the services referred to in this schedule.
12. Paying the proper and reasonable fees costs charges and expenses (including VAT thereon) of a Chartered Accountant in connection with the preparation and certification of the Management Company's accounts (including the accounts referred to in paragraph 3.3 of schedule 4).
13. The payment of costs and expenses which the Management Company may incur in providing such other services and in carrying out such other works as the Management Company in its discretion may deem desirable or necessary for the benefit of the Service Charge Area or any part of it or the tenants or occupiers thereof or securing or enhancing

any amenity of or within the premises comprised in the Water Management Lease or in the interests of good estate management.

SCHEDULE 6
(Covenants etc.)

1. All matters contained or referred to on the registers of Title Number [] as at [].

2. [REDACTED]

EXECUTED AS A DEED by)
affixing the common seal of)
THE LONDON DEVELOPMENT)
AGENCY in the presence of)

.....
(Signature of Authorised Signatory)

EXECUTED AS A DEED by)
affixing the common seal of)
ROYAL DOCKS MANAGEMENT)
AUTHORITY LIMITED in the)
presence of)

.....
(Signature of Authorised Signatory)

EXECUTED AS A DEED by
[TENANT] [Execution provisions
to be confirmed]

EXECUTED AS A DEED by
[GUARANTOR] [Execution provisions
to be confirmed]