

These are the notes referred to on the following official copy

Title Number EGL340303

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DATED 4th February 2014

(1) DOCKLANDS LIGHT RAILWAY LIMITED

(2) NETWORK RAIL INFRASTRUCTURE LIMITED



LEASE OF RIGHTS

relating to

Land off Finchin Street, London



SEQ202

We hereby certify this to be a true copy of the original

Signed Schepelleweene

Dated 03/03/14

WRIGLEYS

LR1. Date of lease	4 th February 2012 4
LR2. Title number	
LR2.1 Landlord's title number	EGL340303
LR2.2 Other title numbers	
LR3. Parties to this lease	
<p style="text-align: center;">Landlord</p> <ul style="list-style-type: none"> • Name: • Registered office: • Company number: 	<p>DOCKLANDS LIGHT RAILWAY LIMITED</p> <p>Operations and Maintenance Centre, PO Box 154, Castor Lane, Poplar, London, E14 0DX</p> <p>2052677</p>
<p style="text-align: center;">Tenant</p> <ul style="list-style-type: none"> • Name: • Registered office: • Company number: 	<p>NETWORK RAIL INFRASTRUCTURE LIMITED</p> <p>Kings Place, 90 York Way, London, N1 9AG</p> <p>2904587</p>
<p style="text-align: center;">Other parties</p> <p><i>specify capacity (eg guarantor, management company etc)</i></p> <ul style="list-style-type: none"> • Name: • Address/registered office: • Company number: 	
<p>LR4. Property</p> <p>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</p>	<p>The Landlord's property as specified in clause 1.2 of this lease</p>

LR5. Prescribed statements etc <i>eg charity statements</i>	None
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1.7
LR7. Premium	Nil
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
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	None
LR11. Easements	
LR11.1 Easements granted by this lease for the benefit of the Property	None
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	Set out in Schedule 3
LR12. Estate rentcharge burdening the Property	None

LR13. Application for standard form of restriction <i>LR13 may be omitted or deleted</i>	None
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>LR14 may be omitted or deleted where the Tenant is one person</i>	

LEASE dated

4th February

2012

MADE BY:

(1) DOCKLANDS LIGHT RAILWAY LIMITED (company number 2052677) registered office Operations and Maintenance Centre, PO Box 154, Castor Lane, Poplar, London, E14 0DX ("the Landlord"); and

(2) NETWORK RAIL INFRASTRUCTURE LIMITED (company number 2904587) registered office Kings Place, 90 York Way, London, N1 9AG ("the Tenant")

OPERATIVE PROVISIONS

1. Definitions and interpretation

In this lease:

- 1.1 **'Plan 1' and 'Plan 2'** means the plans annexed to this lease and so numbered,
- 1.2 **'the Landlord's Property'** means the land owned by the Landlord described in Schedule 1,
- 1.3 **'the Tenant's Property'** means the land owned by the Tenant described in Schedule 2,
- 1.4 **'the Rights'** means the rights over the Landlord's property granted by this lease details of which are set out in Schedule 3,
- 1.5 **'the Fire Escape Route'** means the route marked in green hatching shown on Plan 1, *which for the avoidance of doubt directly adjoins the boundary of title number EQL574137.*
- 1.6 **'the 2009 Lease'** means the lease dated 5 June 2009 made between (1) the Landlord and (2) GAP Group Limited

WJF

- 1.7 **'the Term'** means from 1 February 2010 until 22 June 2040, or (subject to clause 14 below) the date on which the 2009 Lease is terminated, if earlier
- 1.8 **'the Sub Tenant(s)'** means the tenant(s) or licensee(s) (if any) in occupation of the Tenant's Property
- 1.9 **'the Rent Free Period'** means a period of time when there is no Sub Tenant in occupation of the Tenant's Property paying Rent
- 1.10 **'the Rent'** means an annual sum calculated in accordance with the following formula:
- $$\left(\frac{2242.60}{5938} \times R \right) \times 50\%$$
- Where R = the total rents due to the Tenant from the Sub Tenants for the Tenant's Property from time to time, unless during a Rent Free Period, when the Rent shall be reduced to zero.
- 1.11 **'the Landlord'** where the context so admits includes the persons for the time being entitled to the reversion immediately expectant upon determination of the Term,
- 1.12 **'the Tenant'** where the context so admits includes the Tenant's administrator or trustee in bankruptcy only,
- 1.13 words importing one gender shall be construed as importing any other gender,
- 1.14 words importing the singular shall be construed as importing the plural and vice versa,
- 1.15 where any party comprises more than one person the obligations and liabilities of that party under this lease shall be joint and several obligations of all persons comprised in that party,

1.16 save where otherwise stated, references to numbered clauses and schedules are references to the clauses and schedules of this lease that are so numbered, and

1.17 the clause headings do not form part of this lease and shall not be taken into account in its construction or interpretation.

2. Demise

In consideration of the Rent the Landlord demises the Rights to the Tenant with full title guarantee to hold to the Tenant for the Term for the benefit of the Tenant's Property and each and every part of it, the Tenant yielding and paying the Rent to the Landlord, quarterly in advance on the usual English quarter days without any deduction save where required by law. The first proportionate payment shall be made on the date of this lease to the next quarter day.

3. Covenants

3.1 The Tenant covenants with the Landlord to perform and observe the obligations and stipulations imposed on him by this lease.

3.2 The Landlord covenants with the Tenant to perform and observe the obligations and stipulations imposed on him by this lease.

4. Rent and outgoings

4.1 The Tenant must pay the Rent on the days and in the manner provided by this lease.

4.2 The Tenant must pay all reasonable rates, assessments, duties, charges, impositions and outgoings that are charged, assessed or imposed upon or in respect of the Rights during the Term, within 21 days of receipt of a written demand from the Landlord.

5. Exercise of the Rights

- 5.1 The Tenant must keep the Fire Escape Route over or in respect of which the Right are exercisable unobstructed at all times and in accordance with the requirements and recommendations of the local fire authority.
- 5.2 The Landlord and any tenant or occupier of the Landlord's Property must not obstruct the Fire Escape Route over or in respect of which the Rights are exercisable.
- 5.3 In accordance with Clause 5.1 and 5.2, the Tenant and the Landlord must check that the Fire Escape Route is unobstructed as part of their periodic inspections of the Tenant's Property and/or the Landlord's Property (if any) and must inform the other party in writing as soon as practicable if any evidence of obstruction is discovered.
- 5.4 In exercising the Rights the Tenant must:
 - 5.4.1 take all reasonable precautions to avoid obstruction to or interference with the use of the Landlord's Property and damage and injury to it
 - 5.4.2 so far as is reasonably practicable make good any damage or injury to the Landlord's Property caused by the exercise of the Rights to the Landlord's reasonable satisfaction and pay full compensation to the Landlord in respect of any damage or injury caused that is not made good
 - 5.4.3 ensure that any security measures, relating to the security of the Landlord's Property, that are damaged or injured by the Tenant in the exercise of the Rights are restored as soon as reasonably practicable to the same standard as they were at before that damage or injury was caused by the Tenant in the exercise of the Rights.

6. VAT

The Tenant must pay, and indemnify the Landlord against, any VAT or tax of a similar nature that may be or become chargeable in respect of any payment made by the Tenant under this lease, or made by the Landlord where the Tenant agrees under this lease to reimburse the Landlord for it on receipt of a valid appropriately addressed VAT invoice.

7. Entry

The Landlord must permit the Tenant or his duly authorised agent to enter upon the Landlord's Property upon giving 7 days' previous written notice (except in case of emergency) with or without workmen and appliances to ensure that the terms of this Lease are being complied with, provided that the Tenant makes good any damage caused by such entry as soon as reasonably practicable to the reasonable and proper satisfaction of the Landlord.

8. Assignment

The Tenant must not assign, underlet or part with or share possession of the Rights or any part of them except as permitted by Schedule 3 and Provided that the Tenant may assign the benefit of the Rights to any successors to the statutory function of the Tenant.

9. Section 146 notice

The Tenant must pay all reasonable expenses (including solicitors' costs and surveyors' fees) incurred by the Landlord incidental to the preparation and service of a proper notice under the Law of Property Act 1925 section 146 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

10. Compliance with planning law

The Tenant must obtain all necessary consents and approvals under the Town and Country Planning Act 1990 or any statutory modification or re-enactment of it for

the time being in force and any regulations or orders made under it, in exercise of the Rights and comply with all conditions of such consents and approvals, and keep the Landlord indemnified in respect of all related costs, claims, liability and expenses.

11. Yield up

The Tenant must yield up the Rights at the end or sooner determination of the Term and make good on request any damage to the Landlord's Property to the reasonable satisfaction of the Landlord (the expression of such satisfaction not to be unreasonably withheld or delayed).

12. Quiet enjoyment

The Landlord covenants with the Tenant that (if the Tenant pays the Rent and performs and observes the covenants on his part contained in this lease) the Tenant shall peaceably hold and enjoy the Rights without any interruption by the Landlord, or any Tenant or occupier of the Landlord's Property.

13. Determination

13.1 If the Rent or any part of it is not paid within 28 days of the due date for payment, or if the Tenant fails to observe and perform his covenants and obligations under this lease and has not remedied such failure within a reasonable period of being requested by the Landlord to do so, the Landlord may immediately by written notice determine the Term granted by this lease.

13.2 If the Tenant goes into liquidation or has an administration order made against it, this lease shall determine immediately and the Tenant shall cease to be entitled to exercise the Rights, but without prejudice to the right of either party against the other in respect of any pre-existing breach of covenant.

- 13.3 In the event that the 2009 Lease is determined, the Landlord may serve not less than 28 days written notice on the Tenant and this Lease shall cease and determine, without prejudice to the rights of either party against the other in respect of any pre-existing breach of covenant, on expiry of that notice.

14. Option To Extend

- 14.1 In the event of the 2009 Lease being terminated prior to the contractual determination date in the 2009 Lease the Landlord will notify the Tenant as soon as reasonably practicable of such termination and agrees that the Tenant has an option to extend the Term notwithstanding termination of the 2009 Lease subject to the following provisos:

14.1.1 The length of the extension to the Term shall be such period as mutually agreed between the Landlord and the Tenant at the time of any such exercise of this Option but in the absence of agreement (both parties being bound to act reasonably) this Option shall be null and void and the option contained in this clause 14 shall determine.

14.1.2 The Landlord may (subject to the provisions of 14.1.3 below) refuse to extend the Term if at the time the Tenant exercises the Option the Fire Escape Route would materially impede or restrict any development or redevelopment plans that the Landlord may have for the Landlord's Property at that time, such interference to be considered in light of all relevant surrounding circumstances at the time the Option is exercised.

14.1.3 The Landlord will only be permitted to refuse to extend the Term as provided for by clause 14.1.2 if:

14.1.3.1 The Landlord notifies the Tenant of such refusal in writing within 28 working days of service of the Option Notice; and

14.1.3.2 The Landlord provides the Tenant with such evidence which the Landlord deems to be sufficient (the Landlord acting reasonably) of the Landlord's intention to redevelop the Landlord's Property, such evidence may (without limitation) include evidence of a planning permission or a planning application, or drawings and specifications in relation to the proposed development, within 56 working days of the service of the Option Notice.

14.1.4 All other terms of this Lease, save for the Term, shall remain unaffected.

15. Contract (Rights Of Third Parties) Act 1999

This Lease gives no rights under the Contract (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

16. Notices

Any notice in writing that under the terms of this Lease is to be given to the Landlord or Tenant shall be treated as effectively served if and only if addressed to the Landlord or Tenant at its registered office and served by recorded delivery or registered post.

17. Effective Date

This deed is delivered by each party when (and shall not have effect until) it is dated.

SCHEDULE 1

The Landlord's Property

Land at Cable Street, London comprising part of the title number EGL340303.

SCHEDULE 2

The Tenant's Property

Arches 4 and 5 at Pinchin Street, Tower Hamlets, London, as shown edged blue on Plan 2

SCHEDULE 3

The Rights

The right for the Tenant, and any person authorised by him or them (which shall include the Sub-Tenants), to pass on foot from the Tenant's Property along the Fire Escape Route to escape to the public highway known as Cable Street in the event of fire or other emergency (or practice for such emergencies), but for no other purpose.

EXECUTED as a DEED by
DOCKLANDS LIGHT RAILWAY
LIMITED acting by a director, in the
presence of

)
) David Keep X
) Director signature

DAVID KEEP X
Print name

Witness: Signature

[Signature]

Name

DANIEL KNOWLE

Address

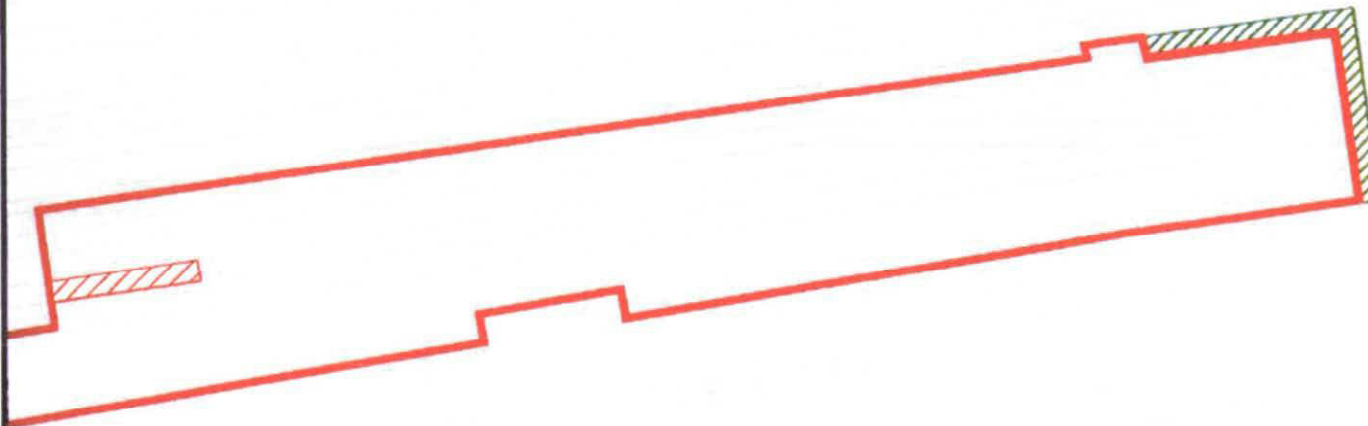
ARSENAL MUSEUM, LONDON, LEVEL 33

25 CANADA SQUARE, LONDON, E14 5LW

Occupation

CHARRED SURVEYOR

DOCKLANDS LIGHT RAILWAY



David Vez



Date: 27/04/10

Ref: N:\CAD\DLR

Plan No: DLR-016 Rev

TITLE:




Cable Street
Easement Plan

Scale: 1:500

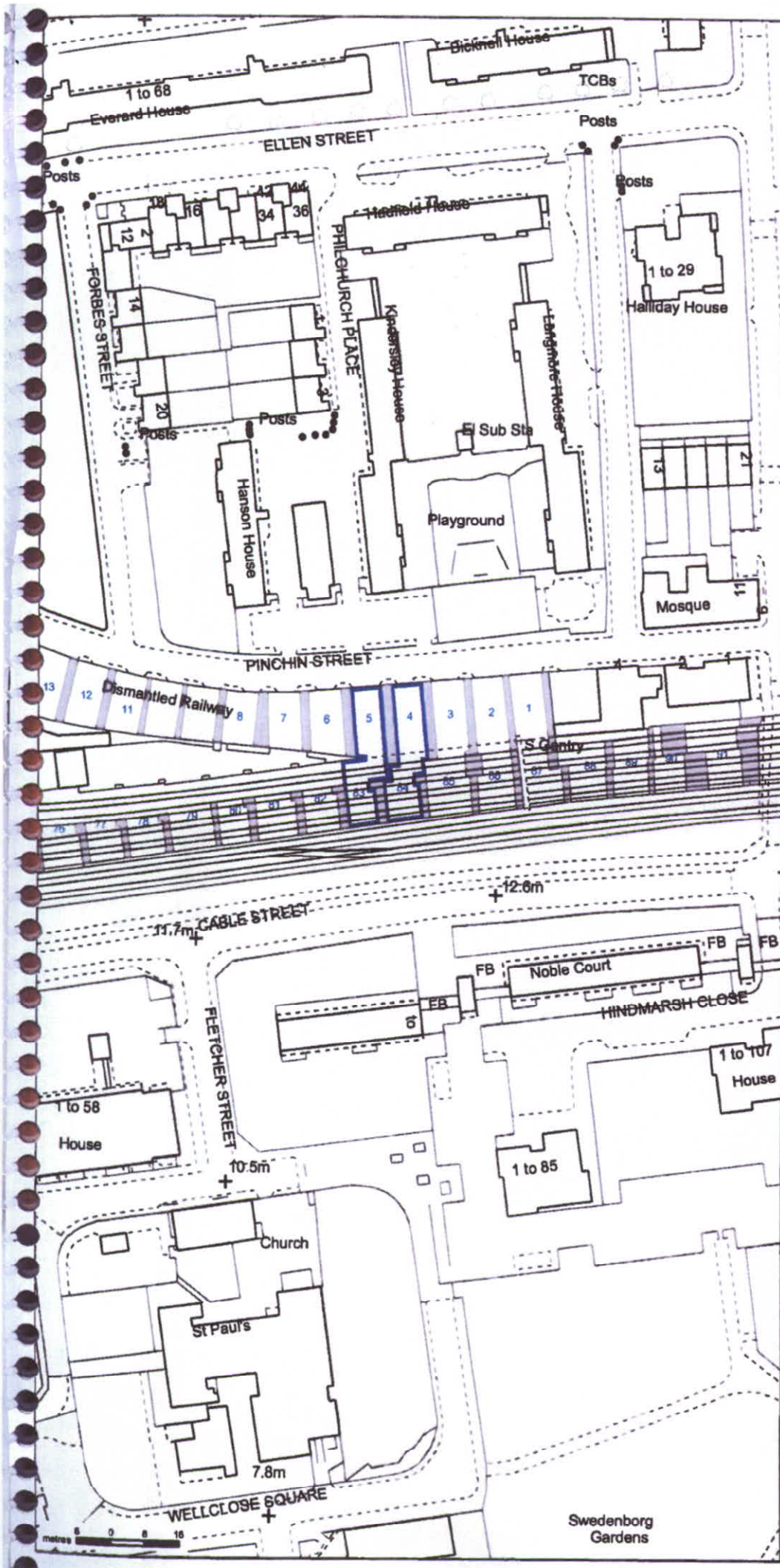
0m 20m 40m

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KEY:

 Lease Area (GAP)

 Fire Escape Route



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David Vee

LEMAN STREET 4 & 5 PINCHIN STREET ZLS01804

Coordinates	534349, 180928
Scale @ A4	1:1250
Sheet No.	1 of 1
Date	15 Sep 2011
Prepared By	tprus
Plan No.	47485

Mapping & Surveying Services
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Swedenborg
Gardens