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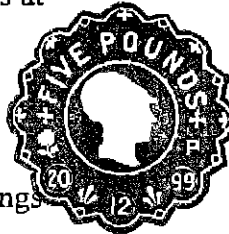
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THIS DEED is made the 16th day of December One thousand nine hundred and ninety-~~nine~~ **BETWEEN RAILTRACK PLC** (No 2904587) whose registered office is at Railtrack House, Euston Square, London NW1 2EE ("**Railtrack**") of the one part and **DOCKLANDS LIGHT RAILWAY LIMITED** (No 2052677) whose registered office is at PO Box 154, Castor Lane, Poplar, London E14 0DX ("**the Company**") of the other part



1. **DEFINITIONS**

1.1 In this Deed the following words and expressions shall have the meanings ascribed to them below unless otherwise provided: -

1.1.1 "**the Access Rights**" means the rights granted by the Company to Railtrack for the benefit of Railtrack's Property as set out in the Third Schedule

1.1.2 "**Accommodation Works Obligations**" means any liability of Railtrack to provide maintain or renew any fencing or other works upon the Easement Land for the accommodation of any adjoining lands arising by reason of the provisions of Section 68 Railways Clauses Consolidation Act 1845 or any statutory provisions to the same or similar effect or by reason of any agreement or covenant made between Railtrack or its predecessors in title and the seller(s) of all or part of the Easement Land

1.1.3 "**the Additional Payment**" means £77,400 (in respect of which £69660 has already been paid) plus VAT payable by the Company in return for the grant by Railtrack of access in Paragraph 1.5 of the First Schedule to the Company's Adjoining Property together with any statutory interest outstanding on the basis of entry on 22 July 1992

1.1.4 "**Agreement Land**" means the premises edged pink on Plan A and consists of the Site and the Easement Land

1.1.5 "**the Basic Interest Rate**" means the base lending rate from time to time of HSBC (Provided always that if the base lending rate of HSBC shall at any time cease to exist or be ascertainable then Railtrack may substitute for it the base lending rate of such one of the London Clearing Banks as Railtrack shall prescribe in writing or (if this shall

- (1) any existing retaining walls of the DLR Specified Works between the points on Plan A marked A-B on the north side of the Light Railway and C-D on the south side and
- (2) any existing parapet walls of the DLR Specified Works between the points on Plan A marked E-F on the north side of the Light Railway and G-H on the south side and
- (3) at all other points alongside the Light Railway (i) 1800 mm from the present inside edge of the outside rails of the Light Railway or (ii) the existing fence line whichever is the closer

on such land shown coloured pink, and from the Handover Date to include the airspace within the Enclosure Works (which shall not be less than 4 metres above the upper edge of the rails of the Light Railway) and any escape walkways and such other parts of the Enclosure Works located within the interior of the outer face of the Enclosure Works and such part of the Intervention Point as is so confined and in respect of those parts of the Light Railway not enclosed by the Enclosure Works to include the airspace in the dimensions stated above in respect of height and width

- (b) where in tunnel is shown coloured yellow on Plan A up to and including the outside surface of the tunnel casing but
- (c) shall not include the Licence Land or save as covered by (a) and (b) above any land subsoil or airspace not occupied by any part of the DLR Specified Works or any mines and minerals under any land occupied by any part of the DLR Specified Works and excluding any support from such mines and minerals save in so far as such mines and minerals are in the ownership of Railtrack

1.1.15 **"the Enclosure Works"** means the construction of a permanent enclosure or enclosures (including if required by the relevant Regulatory Authorities the creation of an Intervention Point and any

other works or escape arrangements as the relevant Regulatory Authorities and/or (in connection with matters affecting the safety or operation of the DLR or the Safety Case) the Company (acting reasonably) might require) over the whole or any part of the Easement Land so as to permit the 2 tracks of the Light Railway to operate with appropriate emergency egress and access arrangements in tunnel conditions even if it involves the slewing or realignment of the Light Railway and shall include any replacement enclosure or any temporary enclosure or crash deck pending construction of a permanent enclosure or enclosures and any removal strengthening or alteration to the parapet retaining or enclosing walls forming part of the DLR Specified Works Provided that where any proposed escape walkways forming part of such escape arrangements are designed so as to achieve (on the basis of a crossfall not exceeding 1:40) a vertical stepping distance up or down from the carriage floor to the surface of the walkway of not more than 85 millimetres it shall not be reasonable for the Company to impose any more onerous requirements in respect of that distance; but to the extent (if any) that it is reasonably practicable to do so without necessitating any further track re-alignment Railtrack in the design of such walkways shall seek to minimise any stepping distance as described above

- 1.1.16 **"Engineering Hours Possessions"** means a possession of the Easement Land from 1.30 am on any day to such time by which the Easement Land must be cleared in accordance with the Trackside Manual to allow trackside power to be restored by 4.30am on the same day in connection with the resumption of DLR services on the Light Railway (but for the avoidance of doubt such hours included as part of a Saturday Possession Sunday Possession or Weekend Possession will not be regarded as an Engineering Hours Possession)
- 1.1.17 **"Group Company of Railtrack"** means and includes every subsidiary company (as is defined in Section 736 Companies Act 1985) for the time being of Railtrack
- 1.1.18 **"the Handover Date"** means the date of practical completion (as certified by Railtrack's Engineer) of the Enclosure Works (in this

context meaning the first permanent enclosure or enclosures that may be constructed over the whole or any part of the Easement Land)

- 1.1.19 **"the Heads of Agreement"** means an Agreement dated 14th October 1986 made between the British Railways Board (1) and London Regional Transport (2)
- 1.1.20 **"Intervention Point"** means (in connection with matters affecting the safety or operation of the DLR or the Safety Case subject to the prior approval of the Company (such approval not to be unreasonably withheld or delayed)) an emergency access from the Easement Land to such location and over such route as may be proposed by Railtrack and if appropriate approved by the relevant Regulatory Authorities and as shall provide a safe means of pedestrian escape from the Easement Land and all related lighting and ventilation
- 1.1.21 **"the Licence Land"** means any part of the Site shown hatched black on Plan A which at the date of this Deed accommodates any DLR Specified Works
- 1.1.22 **"Light Railway"** means such part of the DLR as is located on the Agreement Land
- 1.1.23 **"Non Structural Works"** means any works whether on the Easement Land or the Licence Land which require the alteration and/or removal and/or relocation of any DLR Specified Works and which do not involve material structural works or any alterations to Control Equipment and for the avoidance of doubt shall include the works described in Paragraphs 1.1.2 and 1.1.4 to the Second Schedule
- 1.1.24 **"Non Structural Works Costs"** means (but without prejudice to any claim for compensation that Railtrack may have under the 1986 Act) the reasonable and proper costs incurred by Railtrack in undertaking any Non Structural Works
- 1.1.25 **"Other Possessions"** means such possessions of the Easement Land occurring during what would otherwise be DLR operational hours save for Saturday Possessions Sunday Possessions and Weekend Possessions
- 1.1.26 **"the Payment"** means the amount plus VAT payable by the Company in return for the rights granted under this Deed as shall be agreed by

Railtrack and the Company or in the absence of agreement settled by the Lands Tribunal under clause 5 of the Heads of Agreement together with any statutory interest Railtrack is entitled to pursuant to the Heads of Agreement

1.1.27 **"the Perpetuity Period"** means the period of eighty years from the date of this Deed provided always that in respect of any future interest to be granted to either party in this Deed which fails to vest within such period the relevant party shall within 28 days of written request by the other party made at any time execute and deliver to the other party free of charge a further grant in the same terms *mutatis mutandis* as are contained in this Deed and which shall be the perpetuity period for the purposes of this Deed

1.1.28 **"Protective Works"** means any works whether temporary or permanent or any general protective provisions for the maintenance and operation of the DLR (including any ancillary or other infrastructure works or equipment) arising from the execution of the Development Works and which in the reasonable opinion of the DLR Engineer should be carried out to ensure the safety and stability of the Easement Land and/or the safe and efficient operation of the DLR and/or protecting the Light Railway from injury or danger but not so as to prevent or materially impede the carrying out of the Enclosure Works or any consequential development of the whole or any part of the Site but for the avoidance of doubt shall not include any Non Structural Works

1.1.29 **"Protective Works Costs of the Company"** means (but without prejudice to any claim for compensation that Railtrack may have under the 1986 Act) any reasonable and proper costs incurred by the Company in carrying out any Protective Works not undertaken by Railtrack as a result of those of the Development Works described in Paragraphs 1.1.2, 1.1.3, 2.1.2.2 and 2.1.5 to the Second Schedule but for the avoidance of doubt shall not include any Non Structural Works Costs

1.1.30 **"Plan A"** means the plan marked "A" attached

1.1.31 **"Plan B"** means the plan marked "B" attached

- 1.1.40 **"the Rights"** means the rights and easements granted by Railtrack to the Company for the benefit of the land upon which the DLR Bank Extension operates as set out in the First Schedule including replacement or substituted rights granted under the provisions of this Deed
- 1.1.41 **" Safety Case"** means the Safety Case for the DLR approved by the relevant Regulatory Authority from time to time and in accordance with the requirements of the Railways (Safety Case) Regulations 1994
- 1.1.42 **"Saturday Possession"** means a possession of the Easement Land from 1.30 am on Saturday to such time by which the Easement Land must be cleared in accordance with the Trackside Manual to allow trackside power to be restored by 4.30 am on Sunday immediately following the commencement of such possession in connection with the resumption of DLR services on the Light Railway
- 1.1.43 **"Scheduled Possession"** means either of the two possessions (which shall be Saturday Possessions) of the DLR Bank Extension chosen by Railtrack which are fixed on specific dates in each calendar year by the Company for maintenance of the relevant leg of the DLR Bank Extension
- 1.1.44 **"the Site"** means the part of Railtrack's Property at Royal Mint Street London E1 as is shown hatched black on Plan A and includes the subsoil and airspace beneath above or adjoining the Easement Land but excludes the Easement Land
- 1.1.45 **"Services"** means the supply and as necessary disposal of water, surface water, sewage, drainage, soil, gas, electricity, telecommunications, and other services or supplies
- 1.1.46 **"Service Media"** means pipes sewers drains ducts conduits downpipes gutters wires cables fibre optics channels watercourses flues interceptors high pressure air systems trunking and other conducting media and ancillary apparatus and includes any part of them
- 1.1.47 **"Slewing Works"** means the slewing or realignment of the Light Railway and any associated or ancillary works to any Control Equipment as a result of such slewing or realignment including any

- 1.1.32 **"Railtrack's Engineer"** means the individual holding the post of Outside Parties Engineer of Railtrack or such other person as Railtrack may from time to time appoint in connection with the provisions of this Deed and may be a person employed by or otherwise connected with Railtrack or any Group Company of Railtrack
- 1.1.33 **"Railtrack's Property"** means such part of the land buildings structures or other works (including railway track or other rail infrastructure) not forming part of the Easement Land but from time to time adjoining above below or adjacent to the Easement Land and belonging to Railtrack and as shown edged blue on Plan A
- 1.1.34 **"Railtrack's Scheme"** means the Scheme prepared by Railtrack for the Slewing Works in the form attached as Appendix 1
- 1.1.35 **"Railtrack's Surveyor"** means the Head of Property Management or such other person as Railtrack may from time to time appoint for this purpose and may be a person employed by or otherwise connected with Railtrack or any Group Company of Railtrack
- 1.1.36 **"Railway Maintenance"** means inspection cleaning maintenance repair renewal and removal by way of repair or strengthening and any alterations or activities where such alterations and activities are required for the safety of the parties' respective railway networks (which without limitation shall include the safety of traffic using the parties' respective railway networks and of third parties affected by such networks and all activities associated with the foregoing)
- 1.1.37 **"the Railway Viaduct"** means the railway viaduct forming part of Railtrack's Property shown hatched purple on Plan A
- 1.1.38 **"Regulatory Authorities"** means the London Fire and Civil Defence Authority and/or Her Majesty's Railway Inspectorate and/or the Local Authority or their respective statutory successors and/or any public or statutory authority possessing relevant regulatory powers
- 1.1.39 **"Regulatory Condition"** means a requirement of a relevant Regulatory Authority consisting of or contained in a condition of or obligation relating to a planning consent in respect of the Development Works or consisting of or contained in any consent under section 61 of the Control of Pollution Act 1974

consequential slewing or realignment of the DLR Bank Extension on the Company's Adjoining Property

1.1.48 **"the Special Requirements"** means (in relation to any works of the Company affecting that part of Railtrack's Property on which its railway network operates and where Railtrack's Engineer (acting reasonably) considers appropriate) the provisions of the document entitled "the Special Requirements in relation to Railtrack PLC " together with the procedures to be followed to ensure safe access for personnel to Railtrack's Property which are set out in "Railtrack East Anglia Zone Zonal Procedure 2.18.2 Site Access January 1999 Issue 2" or the requirements in each case from time to time substituted therefor

1.1.49 **"Sunday Possession"** means a possession of the Easement Land from 1.30 am on Sunday to such time by which the Easement Land must be cleared in accordance with the Trackside Manual to allow trackside power to be restored by 4.30 am on the Monday immediately following the commencement of such possession in connection with the resumption of DLR services on the Light Railway

1.1.50 **"Trackside Manual"** means the Company's Trackside Safety Manual (Issue A - 5/12/95 - SOP/T-2.01) as the same shall be amended or reissued from time to time but not (save where necessary to comply with the Safety Case unless the Safety Case can be amended without compromising safety) any provision which might impede or inhibit the carrying out of the Development Works or the Protective Works or which may inhibit the exercise of the rights available to Railtrack under and in accordance with this Deed and shall not include any obligation to pay any costs or charges to the Company however they may be incurred

1.1.51 **"Value Added Tax"** means such value added tax as provided for in the Value Added Tax Act 1994 or any tax of a similar nature substituted for or levied in addition to Value Added Tax

1.1.52 **"Weekend Possession"** means a possession of the Easement Land from 1.30am on Saturday to such time by which the Easement Land must be cleared in accordance with the Trackside Manual to allow

trackside power to be restored by 4.30am on the Monday immediately following the commencement of such possession in connection with the resumption of DLR services on the Light Railway

1.1.53 "**the 1986 Act**" means the London Docklands Railway (City Extension) Act 1986 and the enactments incorporated therewith

1.2 References to "**Railtrack**" and "**the Company**" shall where applicable include their respective successors in title

1.3 Where any covenants agreements or indemnities are entered into by two persons or more they shall be deemed to be made by such persons jointly and severally

1.4 References to Clauses or Schedules are to Clauses or Schedules in this Deed

2. **RECITALS**

2.1 By virtue of the provisions of the 1986 Act London Regional Transport was authorised to construct and operate the DLR Bank Extension

2.2 London Regional Transport and the British Railways Board entered into the Heads of Agreement which were intended to govern the way in which the DLR Specified Works would be progressed and which also were intended to protect any development on the Agreement Land and sets out the rights of the parties in respect thereto respectively

2.3 Pursuant to the London Docklands Light Railway Transfer Scheme dated 11th March 1992 certain property rights and liabilities of London Regional Transport comprised in the DLR Bank Extension (including the Heads of Agreement) were transferred to the Company

2.4 On 30th March 1994 the British Railways Board made a Transfer Scheme in favour of Railtrack pursuant to Section 85(1) Railways Act 1993 and by the direction of the Secretary of State for Transport pursuant to Section 85(4) Railways Act 1993 and under the Transfer Scheme all the property rights and liabilities of the British Railways Board in inter alia Railtrack's Property and the Easement Land vested in Railtrack on 1st April 1994

3. GRANT

3.1 In consideration of the Heads of Agreement, the Additional Payment (receipt of which Railtrack acknowledges) and of the covenants on the part of the Company contained in this Deed Railtrack with full title guarantee but limited so that Railtrack's liability shall not extend to any charges encumbrances and other third party rights created granted or imposed after the date of the Heads of Agreement by the Company:

3.1.1 grants to the Company and persons authorised by it for the purpose only of maintaining and operating the DLR and carrying out the works authorised by the 1986 Act the Rights but in respect of the right of access to the Company's Adjoining Property granted in Paragraph 1.5.1 of the First Schedule this shall be for the benefit of the Company and all persons authorised by it for all purposes

3.1.2 grants leave licence and authority to the Company for those of DLR Specified Works presently on the Licence Land to be on the Licence Land until determined either in whole or in part at the times and in the manner as provided in Clause 6.4

EXCEPTING AND RESERVING unto Railtrack and all persons claiming under or permitted by it or any other person for the time being entitled the easements and rights specified in the Second Schedule

3.2 In consideration of this Deed the Company grants to Railtrack the Access Rights

3.3 And for the avoidance of doubt the rights of access granted in Clauses 3.1.1 and 3.2 shall be in common with the grantor and all others permitted by the grantor or otherwise entitled

4. THE COMPANY'S COVENANTS

The Company covenants with Railtrack for the benefit and protection of such part of Railtrack's Property as is capable of being benefited or protected and with intent to bind the Company and the Company's successors in title owners for the time being of the DLR Bank Extension as follows:-

4.1 Payment

4.1.1 To pay to Railtrack the Payment within 28 days of it being agreed or

within such period as the Lands Tribunal shall set in the event of it being determined by that Tribunal under the Heads of Agreement

4.1.2 To pay to Railtrack within 28 days of written demand any costs due to Railtrack under the provisions of Clause 4.13 or under any other provision of this Deed

4.2 **Interest on Late Payment**

In the event of any sum payable under this Deed (save for the Payment) or any part of it remaining unpaid for 28 days after the date of written demand the Company shall pay to Railtrack interest on the amount outstanding (without prejudice to any other right or remedy then subsisting or available to Railtrack under this Deed in respect of any breach or non-observance of any obligation on the part of the Company) calculated on a daily basis at the rate of two per centum above the Basic Interest Rate on the amount outstanding from the date on which it became payable until the actual date of payment to Railtrack (as well after as before judgment)

4.3 **Outgoings**

To pay and discharge all existing and future rates taxes charges duties assessments impositions and outgoings whatsoever which now or may at any time during the subsistence of this Deed be charged levied or assessed upon the Easement Land or the DLR Specified Works or (save insofar as already determined under Clause 6.4) the Licence Land or assessed upon the owner or occupier in respect of them but excluding those payable by or levied in respect of Railtrack as a direct result of any disposal or similar dealing with its interest in the Easement Land or the Licence Land or any part of them **PROVIDED ALWAYS THAT** any payment made in lieu of rates conventionally assessed under the Local Government Finance Act 1988 or any legislation amending or replacing this in respect of the Easement Land or the Licence Land shall be treated as a payment of rates

4.4 **Statutory Requirements**

Save as otherwise provided in the Deed without expense to Railtrack at all times to comply with and ensure compliance with any requirements which may be properly made under any present or future Acts of Parliament or the Bye Laws and Regulations of any local authority governmental or similar body in relation to the Easement Land or the DLR Specified Works or (save

the user permitted by this Deed shall be deemed to be a breach of this covenant

4.8 Equipment and Signs

Not to install or erect any lights lighted signs or other illuminations in or upon the Easement Land or the Licence Land which may be visible from Railtrack's railway network without the prior written approval of Railtrack (such approval not to be unreasonably withheld). It will be reasonable for Railtrack to withhold consent if the lights signs or illuminations may in its opinion be visible from Railtrack's railway network and be likely to cause confusion with the signals on Railtrack's railway network and if any light lighted sign or other illumination at the Easement Land or the Licence Land shall at any time be found to cause such confusion or to be likely to cause such confusion then the Company shall immediately upon request by Railtrack forthwith cease or prevent their display Provided the provisions of this Clause shall not apply to any signals or signs installed prior to the date of this Deed

4.9 Alterations

Other than for Railway Maintenance no alterations or additions shall be made to the DLR Specified Works which affect the integrity of the Site or the Enclosure Works without the consent in writing of Railtrack's Surveyor (such consent not to be unreasonably withheld) and otherwise than in accordance with the following requirements :

4.9.1 they shall be carried out in accordance with plans and specifications previously submitted to and approved by Railtrack (such approval not to be unreasonably withheld)

4.9.2 they shall be executed under the superintendence of Railtrack's Surveyor (if so reasonably required) and to his satisfaction in all respects and to the satisfaction of any relevant Regulatory Authority where appropriate

4.9.3 the Company preplanning any such entry by as long as possible so as to enable any necessary railway or other possessions to be obtained and complying with such reasonable stipulations directions and requirements (including as to times of the day methods and modes of access and carrying out of works) as Railtrack shall prescribe

4.10 Obstructions

insofar as already determined under Clause 6.4) the Licence Land or any works or activities of the Company on them or any alterations by the Company to them

4.5 **User**

Not to use the Easement Land or the DLR Specified Works or the Rights or (save insofar as already determined under Clause 6.4) the Licence Land or permit or suffer the same to be used otherwise than as part of an operational passenger railway or in a manner which contravenes the provisions of the 1986 Act

4.6 **Repair**

4.6.1 Not to allow the DLR Specified Works to fall into disrepair so as to interfere or threaten to interfere with Railtrack's Property the operation of its railway network or to inhibit the carrying out of the Development Works

4.6.2 If the Company is in breach of Clause 4.6.1 then Railtrack may serve on the Company written notice specifying the breach in question and the Company shall as soon as reasonably practicable after receipt of that notice commence and proceed with all due expedition to remedy the breach

4.6.3 If the Company fails to proceed to remedy any breach of Clause 4.6.1 within a reasonable period of time from receipt of any notice served pursuant to Clause 4.6.2 then Railtrack may upon reasonable notice and provided that the Company has not by then remedied the breach carry out the relevant work (save where such work relates to Control Equipment) subject to Railtrack complying with the Trackside Manual and all proper costs incurred by Railtrack in so doing shall be a debt due from the Company to Railtrack and payable on demand

4.7 **Nuisance**

Not to do or permit or suffer to be done in or upon the Easement Land or the Licence Land or in exercise of the Rights anything which shall cause a nuisance damage annoyance inconvenience disturbance or injury to Railtrack its servants agents access beneficiaries facility owners tenants licensees customers passengers or traders or the Site **PROVIDED ALWAYS THAT** nothing connected with the proper operation of the DLR in conformity with

Unless necessary in connection with an accident on the DLR Bank Extension or in some other emergency not to obstruct or suffer any obstruction to any road forecourt entrance or other area leading or giving access to the Easement Land or the Licence Land or over which the Company is by this Deed granted rights of access or use and to take all reasonable steps to prevent any such road forecourt entrance or other such area mentioned above from being obstructed

4.11 Notices

Upon receipt of any notice or order or proposal for the same from any local authority governmental or similar body relating to the Easement Land or (save insofar as already determined under Clause 6.4) the Licence Land or their respective use or occupation made given or issued to the Company to give particulars of it to Railtrack and if required to produce such notice order or proposal to Railtrack

4.12 Alienation

4.12.1 Not to assign this Deed until the Company has paid to Railtrack the
Payment

4.12.2 Not to assign this Deed other than to a Qualified Person and (except where the Secretary of State for the Environment Transport and the Regions or any public body which succeeds the Secretary of State in having control of the DLR has approved the proposed assignment) then only with the previous written approval of Railtrack (such approval not to be unreasonably withheld or delayed)

4.12.3 A 'Qualified Person' for these purposes being a person/body corporate or persons/bodies corporate who shall previously have covenanted with Railtrack (and in the case of more than one covenantor then undertaking with joint and several liability on the part of the covenantors) to observe and perform the covenants and conditions on the part of the Company contained in this Deed

4.12.4 Within one month after any such assignment to give to Railtrack notice and a certified copy of the relevant instrument

Provided that the Company shall be entitled to permit any franchisee or concessionaire of the Company operating the DLR to exercise the Rights granted by but subject to the obligations of this Deed

4.13 Railtrack's Costs

4.13.1 (Save to the extent where Railtrack has already been compensated by the Payment for the after mentioned costs) to pay to Railtrack any costs reasonably and properly incurred arising from any works or activities of the Company pursuant to this Deed on the Agreement Land which disrupt or otherwise affect and/or cause physical damage to Railtrack's railway network (other than costs arising from its original construction but including any expense additional to any which Railtrack may normally incur in carrying out Railway Maintenance as a result of the construction or existence of the DLR Specified Works) or to Railtrack's Property including but not limited to the following (but not extending to consequential or economic loss but without prejudice to any claim arising otherwise than under this Clause 4.13)

4.13.1.1 costs of arranging Railtrack line possessions or electrical isolations (including without limitation the administration costs of arranging and providing such possessions and all related supervision costs)

4.13.1.2 costs of the employment of inspectors signalmen operating supervisors handsignalmen and lookoutmen in compliance with railway group standards

4.13.2 To pay to Railtrack all reasonable and proper costs charges and expenses (including legal costs and surveyors fees) which are incurred by Railtrack in relation to any application by the Company for consent to or approval of any act or thing for which such consent or approval under this Deed is necessary whether or not such application is granted and in supervising any works so approved provided that Railtrack acts reasonably where it is obliged to do so

4.13.3 (Save to the extent where Railtrack has already been compensated by the Payment for the after mentioned costs) to pay to Railtrack any Non Structural Works Costs

4 14 Indemnity

4.14.1 (Save to the extent where Railtrack has already been compensated by the Payment for the after mentioned costs) to be responsible for, and make good to Railtrack all costs, charges, damages and expenses which may be occasioned to, or reasonably incurred by Railtrack by

reason of the construction of the DLR Specified Works or the failure of them or by reason of any act or omission of the Company or of any person in its employ, or of its contractors or others whilst engaged upon the construction of the DLR Specified Works and the Company shall indemnify Railtrack from and against all claims and demands arising out of or in connection with the construction of the DLR Specified Works or any such failure, act or omission as aforesaid, and the fact that any act or thing may have been done in accordance with plans approved by Railtrack's Engineer, or in accordance with any requirement of Railtrack's Engineer or under his supervision, shall not (if it was not attributable to the act, neglect or default of Railtrack or of any person in its employ, or of its contractors or agents) excuse the Company from any liability under the provisions of this Clause Provided that Railtrack shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise of it shall be made without the prior consent of the Company (not to be unreasonably withheld)

4.14.2 To indemnify Railtrack in respect of Accommodation Works Obligations

4.15 Information

As soon as reasonably practicable or within 28 days of demand where the Company does have direct access to the information in question to supply to Railtrack and its agents such further information as it or they may reasonably require with regard to the DLR Specified Works or the method of construction thereof provided that DLR has or can arrange for access to such information

4.16 Possessions

4.16.1 To provide Railtrack with such number of railway possessions as Railtrack may require under and in accordance with the provisions of Paragraph 3 of the Second Schedule

4.16.2 Until such time as the Enclosure Works have been constructed and thereafter at such time as Railtrack shall advise the Company that it is contemplating a redevelopment of the Site in respect of each calendar year to notify Railtrack of the dates of the Scheduled Possessions for that year as soon as they are known to the Company

4.17 Enclosure Works

From the Handover Date to maintain and repair to the reasonable satisfaction of Railtrack the interior finishes of the Enclosure Works, any part of the Intervention Point and/or central walkway located within the Easement Land and any external escape ramps or stairs to grade or escape walkways save where damaged by the act neglect or default of Railtrack or those for whom it is responsible. If necessary for the purpose of accommodating the Enclosure Works or the Protective Works to amend or procure the amendment of the Safety Case if this can be done without compromising safety Provided that the slewing/realigning is capable on the criteria of the Safety Case as existing at the date of this Deed and the Company's criteria for track design as contained in the DLR Design Manual 1986 of permitting trains to run at speeds at not less than 50 kph and it is hereby acknowledged that Railtrack's Scheme meets such criteria but subject to there being no objection to Railtrack's Scheme by the relevant Regulatory Authorities

4.18 Approval of Regulatory Authorities

Upon written request from Railtrack to apply for and to use reasonable endeavours to obtain where appropriate approval of the relevant Regulatory Authorities to the Enclosure Works (save for approval of issues relating to planning and environmental protection) and to act expeditiously in making any such applications subject to Railtrack complying with its obligations to provide all relevant information to allow such applications to be made and approval obtained as per Clause 5.8

4.19 Slewing/Realignment of the Light Railway

4.19.1 If called upon by Railtrack pursuant to and in accordance with Paragraph 1.1.3 of the Second Schedule at the Company's expense to undertake the Slewing Works during the possessions of the Easement Land to be afforded to Railtrack in accordance with Paragraphs 3.1.1 and 3.1.2 of the Second Schedule provided that

- (a) Railtrack accommodate in its programme of works for the Development Works reasonable time to allow the Company to carry out the Slewing Works during the Saturday Possessions of the Easement Land as are provided for in Paragraphs 3.1.1 and 3.1.2 of the Second

Schedule and without prejudice to Paragraph 3.1.2.1(d) thereof

- (b) Railtrack having provided the Company with all plans specifications and other details of the Enclosure Works which the Company reasonably requires in order to carry out the Slewing Works
- (c) the Enclosure Works having been approved by the relevant Regulatory Authorities (if appropriate) and by the Company (if appropriate) provided that the Company will not be entitled to withhold its approval to the Enclosure Works on the basis that the Slewing Works result in consequential slewing or re-alignment of a part of the DLR Bank Extension not situated on the Easement Land if that consequential slewing or re-alignment can be carried out without the number of Saturday Possessions of the Easement Land being increased but without prejudice to Paragraphs 3.1.1 and 3.1.2 of the Second Schedule
- (d) the Company may adopt Railtrack's Scheme for the Slewing Works or as may be varied or amended by Railtrack such variation or amendment to be approved by the Company (such approval not to be unreasonably withheld or delayed) for the Slewing Works but if the Company prepares its own design for the Slewing Works (whether or not based on Railtrack's Scheme) it shall be subject to the prior approval of Railtrack (such approval not to be unreasonably withheld or delayed) but in any such design the Company shall not seek to slew the track beyond the extent of that set out in Railtrack's Scheme (unless otherwise agreed by Railtrack) and shall have full and proper regard to the requirements of Railtrack's Scheme including any approved variation or amendment thereof and shall accommodate the Enclosure Works and the Company shall use reasonable endeavours to have such design prepared expeditiously and in accordance with

Railtrack's programme for carrying out the Development Works and in a form which minimises any impact on the carrying out of the Development Works and any design work undertaken by the Company whether in adopting Railtrack's Scheme including any approved variation or amendment thereof or in preparing its own design shall be at the Company's expense Provided that the slewing/realigning is capable on the criteria of the Safety Case as existing at the date of this Deed and the Company's criteria for track design as contained in the DLR Design Manual 1986 of permitting trains to run at speeds of not less than 50 kph and it is hereby acknowledged that Railtrack's Scheme meets such criteria but subject to there being no objection to Railtrack's Scheme by the relevant Regulatory Authorities

And for the avoidance of doubt Railtrack shall be obliged to undertake widening of the viaduct on the Company's Adjoining Property for the purpose of accommodating the Slewing Works (including any necessary extension of the escape ramps and other associated works) in accordance the design for the Slewing Works to be implemented pursuant to this Clause

- 4.19.2 To collaborate with Railtrack in respect of the timing and undertaking of any Protective Works or the Slewing Works and so as to be fully integrated with Railtrack's programme for the sequencing of the construction of the Enclosure Works

5 RAILTRACK'S COVENANTS

Railtrack covenants with the Company for the benefit and protection of the land upon which the DLR Bank Extension operates including the Easement Land and with intent to bind Railtrack and its successors in title to the Site:

- 5.1 In the event of the Enclosure Works being commenced to build and complete the Enclosure Works:

- 5.1.1 in a good and workmanlike manner according to good building practice

- 5.1.2 in accordance with the drawings and plans and specifications as may be approved by the Company in accordance with the provisions of Paragraph 3 of the Second Schedule
- 5.1.3 so that the Enclosure Works have a design life of 125 years
- 5.1.4 in accordance with any stipulations conditions or requirements as may be reasonably required by the Company in connection with the safety or operation of the DLR or the Safety Case (as may be amended pursuant to and in accordance with the provisions of Clause 4.17 above) or required by the relevant Regulatory Authorities in accordance with the provisions of Paragraph 3 to the Second Schedule
- 5.1.5 as soon as reasonably practicable in order to cause minimum disruption to the DLR subject to the provisions of Paragraph 3 of the Second Schedule
- 5.1.6 under the general inspection of the DLR Engineer and to the reasonable satisfaction of the Company subject to the provisions of Paragraph 3 of the Second Schedule
- 5.1.7 to collaborate with the Company in respect of the timing and undertaking of any Protective Works, the Slewing Works or works to the DLR Specified Works which the Company requires Railtrack to undertake or may undertake itself pursuant to this Deed as a consequence of the carrying out of the Enclosure Works so that inter alia such works by Railtrack are carried out during the possessions of the Easement Land to be afforded to Railtrack in accordance with Paragraph 3.1.2 of the Second Schedule and so as to be fully integrated with Railtrack's programme for the sequencing of the construction of the Enclosure Works
- 5.1.8 in such manner as shall ensure that at all times during the construction of the Enclosure Works (except during possessions afforded to Railtrack of the Easement Land) adequate provision is made for emergency escape walkways lighting and ventilation to satisfy as appropriate the requirements of the relevant Regulatory Authorities and to ensure the continuous operation of the DLR (except during possessions afforded to Railtrack of the Easement Land)

- 5.1.9 to afford the fire authorities such access as they may reasonably require as part of their approval
- 5.2 that save as may be permitted to Railtrack by the Second Schedule no structural alterations or additions shall be made at the Site or to the Easement Land and no other works or activities shall be undertaken on the Site so as to interfere or threaten to interfere with the operation of the DLR without the consent in writing of the Company (such consent not to be unreasonably withheld or delayed) and otherwise in accordance with the provisions of Paragraph 3 of the Second Schedule
- 5.3 not to allow the Site to fall into disrepair so as to interfere or threaten to interfere with the Light Railway and the operation of the DLR
- 5.4 that save as may be permitted to Railtrack by the Second Schedule if any physical damage shall be caused to the DLR Specified Works by the carrying out of any works by Railtrack on the Site and/or the Easement Land then it will make good such damage at Railtrack's expense to the Company's reasonable satisfaction or at the Company's request will pay to the Company all reasonable expenses to which it may be put by reason of any such damage (but not extending to consequential or economic loss) provided that nothing in this clause shall impose any liability on Railtrack with respect to any damage or expense which is attributable to the act, neglect or default of the Company its servants or agents
- 5.5 that if Railtrack erects any works buildings or structures in the land subsoil and airspace above adjoining or beneath the Easement Land then it will maintain repair and keep in good order and condition any which afford immediate and material support and protection to the Easement Land and the Enclosure Works (when constructed) and will not (without providing appropriate replacement works) withdraw any support afforded to the Easement Land and the Enclosure Works (when constructed) or obstruct any access to the Easement Land
- 5.6 without prejudice to its claim for compensation under the 1986 Act that it will from the Handover Date repair and maintain the Enclosure Works in good and substantial repair and condition and keep the same in such condition except for those parts of the Enclosure Works which are the responsibility of the Company under Clause 4 17 and will not do or omit to do anything in relation

to the Enclosure Works which will or might in the reasonable opinion of the DLR Engineer adversely affect the safety and/or operation of the DLR save as permitted to Railtrack by the Second Schedule Provided that all such repair and maintenance works will (except in cases of emergency) be undertaken where reasonably possible during Engineering Hours Possessions and not otherwise so as to interfere with the continuous operation of the Light Railway and shall be subject to Railtrack providing the Company with 28 days prior written notice of such works being carried out and making good all physical damage caused thereby to the DLR Specified Works and Easement Land and any property of the Company and complying with the requirements of the Trackside Manual

- 5.7 to pay to the Company within 28 days of written demand the Protective Works Costs of the Company
- 5.8 to provide all relevant information which the Company does not have in its possession or to which it does not have access to allow the Company to make the applications for and obtain the approval where appropriate of the relevant Regulatory Authorities to the Enclosure Works
- 5.9 not to object to any development of the Company's Adjoining Property provided that Railtrack acting reasonably may object where such development may interfere with the use and enjoyment of Railtrack's Property, render more expensive any carrying out of, or inhibit or impede the Development Works or the operation of Railtrack's railway network

6. DETERMINATION

- 6.1 In the event of the Easement Land ceasing to be used for an operational passenger railway system or as part of an operational passenger railway by reason of permanent closure this Deed may be determined by the Company or Railtrack giving to the other 24 months previous notice in writing to terminate this Deed in which event at the end of such period this Deed shall cease and determine
- 6.2 Termination shall not prejudice or otherwise adversely affect accrued rights and liabilities of the parties or any claim against either party in respect of and of the covenants or conditions contained in this Deed and the Company shall

comply with all statutory provisions and requirements (including without limitation all orders regulations and requirements of all the relevant authorities) requiring to be implemented as a result of such termination

- 6.3 On termination unless otherwise agreed the Company shall peacefully give up and surrender the Easement Land and the Rights and (save insofar as already determined under Clause 6.4) the Licence Land and shall remove (but only if required by Railtrack in writing) the DLR Specified Works and re-instate the Easement Land and the Licence Land to Railtrack's reasonable satisfaction.
- 6.4 If Railtrack from time to time requires the Licence Land or any part of it for the purposes of carrying out the Development Works Railtrack may determine the Licence granted by Clause 3.1.2 for the Licence Land or for such part of the Licence Land as Railtrack might require at any time by giving to the Company 13 weeks previous notice in writing and at the expiration of such notice the Licence shall come to an end in respect of the Licence Land or such part of the Licence Land as might be required by Railtrack and Railtrack shall be entitled to resume possession of the Licence Land or such part of it as aforesaid and to use it as its own property but Railtrack shall not be permitted to remove any Service Media, fire hydrant or electricity substation forming part of the DLR Specified Works and located on the Licence Land unless it shall first make available, and complete/commission (as appropriate) to the reasonable satisfaction of the Company either on the Easement Land or the Site alternative Service Media fire hydrant or electricity substation (as the case may be)

7. DECLARATION

- 7.1 It is hereby agreed and declared that neither the carrying on by Railtrack of its railway undertaking on Railtrack's Property in exercise of its powers and subject to its statutory and common law obligations nor any grant by Railtrack of any permission properly given to use railway facilities shall be treated as in derogation of its grant under this Deed
- 7.2 This Deed only takes effect as an easement of the Easement Land and a licence of the Licence Land and does not constitute the transfer or grant of any other interest in the Easement Land or Licence Land (as the case may be)

- 7.3 All rights not specifically and expressly included in the Rights are reserved to Railtrack
- 7.4 It is hereby agreed and declared that the Perpetuity Period references in the First and Second Schedules shall apply to any further periods of 80 years following on from the parties having executed and delivered such further grants in the same terms mutatis mutandis as are contained in this Deed as are necessary to permit the exercise of any relevant right after the initial Perpetuity Period such further Perpetuity Period commencing on the date of delivery of such further grant
- 7.5 It is hereby agreed that the parties to this Deed do not intend any term of this Deed to be enforceable by a third party save for successors and assignees

8. NOTICES

- 8.1 Any notice in writing that is to be given by the Company to Railtrack shall be deemed effectively served if sent by recorded delivery or registered post to Railtrack's Surveyor at present located at Railtrack Property The Hop Exchange 26 Southwark Street London SE1 1TU or to such other person at such other address in the United Kingdom as Railtrack may from time to time appoint instead for that purpose and have notified the Company in writing and
- 8.2 Any notice in writing that is to be given by Railtrack to the Company shall be deemed effectively served if sent by recorded delivery or registered post addressed to the Managing Director Docklands Light Railway Limited P O Box 154 Castor Lane Poplar London E14 ODX or to the Company's Secretary at their principal or registered office or to such other address in the United Kingdom as the Company may have notified Railtrack in writing for that purpose
- 8.3 Any notice served in accordance with the above requirements shall be deemed to be served two business days after dispatch

9. STATUTORY PROTECTION AND CONFLICT OF DOCUMENTS

- 9.1 Nothing in this Deed shall prejudice in any way any remaining rights of Railtrack contained within the Heads of Agreement or any remaining rights of

the Company under the Heads of Agreement and in the event of any conflict between the terms of this Deed and the Heads of Agreement the terms of this Deed shall prevail

- 9.2 For the avoidance of doubt nothing in this Deed shall prejudice or affect either party in relation to any matters arising between the parties pursuant to the London Docklands Railway Act 1984

10 SETTLEMENT OF DISPUTES

Unless otherwise provided by the provisions of this Deed any dispute shall be referred to and be settled by a single arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either of them by the President of the Law Society and subject as aforesaid the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment of it shall apply to such arbitration and the costs of such arbitrator shall be met by the parties in accordance with the decision of such arbitrator and failing any such decision equally between the parties

11. COSTS

The Company will pay £74,000 plus VAT in full and final settlement of Railtrack's reasonable legal costs and Railtrack's Surveyor's fees in connection with the preparation of this Deed on completion of this Deed

12. VAT

So far as concerns value added tax :

- 12.1 where under this Deed an amount of money is to be paid unless it is specifically stated to the contrary such amount shall be regarded as being exclusive of value added tax (without prejudice to Clauses 12.2 and 12.3 below)
- 12.2 any obligation to pay an amount of money under this Deed shall be construed as requiring payment to the payee of value added tax chargeable in respect of any payment made by or taxable supply received by the payer under the terms of or in connection with this Deed

12.3 where under this Deed one party has agreed to reimburse the other party in respect of any payment made by the latter under the terms of or in connection with this Deed and the subject matter of the payment does not constitute a taxable supply to which Clause 12.2 above applies then the payer shall also reimburse any value added tax paid by the payee on such payment to the extent that it is not recovered by the payee

12.4 any reference to value added tax in this Deed shall include any tax of a similar nature that may be substituted for or added to it

13. **EXCLUSION OF SECTIONS 24-28 LANDLORD AND TENANT ACT 1954**

Having been authorised to do so by an Order of the Mayor and City of London Court dated 9 December 1999 Railtrack and the Company now agree that the provisions of sections 24-28 (inclusive) Landlord and Tenant Act 1954 shall not apply to any occupation permitted by this Deed of the Licence Land by the DLR Specified Works

14. **LAW**

This Deed shall be governed in all respects by English Law.

15. **INTERPRETATION**

The headings to Clauses and Schedules in this Deed are for ease of reference only and shall not be taken into account in its construction or interpretation

IN WITNESS whereof these presents have been executed by the parties as a deed and delivered on the day and year first above written

THE FIRST SCHEDULE
(Rights and easements granted)

1. The following rights operate for the benefit of all land upon which the DLR Bank Extension operates and shall be subject to the conditions set out in Paragraph 2 below and the rights reserved to Railtrack in the Second Schedule
 - 1.1. The right to construct the DLR Specified Works and to have inspect use maintain repair cleanse reinstate renew alter or remove the DLR Specified Works on the Easement Land
 - 1.2. The right at all times by day or night to operate the DLR Bank Extension including emergency escape on foot along the track bed of the DLR Bank Extension
 - 1.3. The right at all times of the day or night on foot only to use the emergency access/egress route shown coloured orange on Plan B and the Intervention Point (when created during the Perpetuity Period) (or such alternative route as may be located on the Site or elsewhere within the Perpetuity Period which provides access to either the Company's Adjoining Property or the public highway and/or the Intervention Point as may be relocated within the Perpetuity Period as may be directed by Railtrack and where appropriate approved by the relevant Regulatory Authorities and (in connection with matters affecting the safety or operation of the DLR or the Safety Case unless the Safety Case can be amended without compromising safety) the Company (such approval not to be unreasonably withheld) from time to time) for escape and emergency purposes only
 - 1.4. A right of way on foot only over the part of the Site measuring no more than 1.5 metres in width and shown for identification purposes cross hatched orange on Plan B (or such alternative route as may be directed by Railtrack (acting reasonably) from time to time) for the purpose of Railway Maintenance and in emergency for all necessary purposes
 - 1.5.
 - 1.5.1. A right of way with or without vehicles and plant and machinery over the part of the Site shown for identification purposes coloured brown on Plan B for the purpose of Railway Maintenance and for

accessing the Company's Adjoining Property and for emergency purposes (or such alternative routes as may be directed by Railtrack (acting reasonably) from time to time during the Perpetuity Period)

1.5.2. A right of way with or without vehicles plant and machinery over the part of the site shown for identification purposes coloured green on Plan B for purposes of Railway Maintenance and for emergency purposes (or such alternative routes as may be directed by Railtrack (acting reasonably) from time to time during the Perpetuity Period)

1.6. The right for the Company its servants and agents with or without necessary plant machinery and vehicles to enter on such part of the Site (but not any buildings erected on it (whenever constructed)) as may be approved by Railtrack's Surveyor (such approval not to be unreasonably withheld or delayed) in so far as may reasonably be necessary for the purposes of carrying out Railway Maintenance Provided it is acknowledged by Railtrack that such access may occasion disturbance to any occupier of the Site and that this will not be a ground on which to withhold approval subject to the Company using all reasonable endeavours to minimise such disturbance

1.7. A right of support for the DLR Specified Works from those parts of the Site which afford support to the DLR Specified Works (but not so as to render Railtrack liable for any damage which may happen through any slip settlement heave or other movement of the Site which is not caused by any act neglect or default of Railtrack or any party for whom it is responsible) but excluding as a natural incident of the grant any right of entry on to the Site

1.8. The right of free and uninterrupted passage and running of Services which are now used exclusively for the benefit and operation of the Easement Land to and from the Easement Land from to and over the Site in and through the Service Media (which in this Paragraph shall include also the Company's fire hydrant and electricity substation at the western end of the Site) which are now in on under or passing through the Site and serving the Easement Land or which are moved or relaid at any time during the Perpetuity Period as a result of Railtrack relocating any such Service Media within the Site or subject to the Company's approval (not to be unreasonably withheld) the Easement Land in accordance with this Deed and the right (and such right in respect of such fire hydrant and electricity substation also being for the benefit of any relevant

statutory undertakers in connection with the Light Railway) (subject as provided under Paragraph 2 below) to inspect repair maintain cleanse reinstate renew and remove such Service Media for the purpose of exercising the above rights of passage and running of Services SUBJECT to there being no use or attempt to use the Service Media to an extent which is in excess of the capacity which the same or any part of the same is presently designed to bear or for any purpose other than in connection with the user permitted by this Deed

- 1.9. The right in connection with the user permitted by this Deed to install and thereafter use any Service Media within the Easement Land but not so as to affect Railtrack's use and enjoyment of the Site
2. The rights in Paragraphs 1.1, 1.4, 1.5 (save in relation to exercising the right for accessing the Company's Adjoining Property), 1.6, 1.8 and 1.9 above where they involve taking access or entry onto the Site or the carrying out of any works by the Company which may adversely affect the Site shall:
 - 2.1. (save in emergency) be subject to the prior written consent of Railtrack's Engineer (such consent not to be unreasonably withheld or delayed) and where required by Railtrack's Engineer (acting reasonably) there having previously been submitted detailed plans and sections of any works to Railtrack's Engineer and to his approval having been obtained and to compliance with such reasonable stipulations directions and requirements (including as to times of the day methods and modes of access and carrying out of works) as Railtrack's Engineer shall prescribe provided that this paragraph does not apply to the carrying out of the initial construction of the DLR Specified Works (which at the date of this Deed have already been completed)
 - 2.2. be exercised so as to cause as little damage as is reasonably practicable and so as to occasion the minimum inconvenience and disturbance as is reasonably practicable to Railtrack its tenants licensees contractors passengers access beneficiaries traders and customers and the Company shall make good as soon as reasonably practicable to the satisfaction of Railtrack any damage caused to Railtrack's Property and Railtrack may carry out or complete any works as to which the Company remains in default following a reasonable period of notice given by Railtrack to remedy the default or may take such action as Railtrack's Engineer (acting reasonably) considers proper and necessary to safeguard

Railtrack's interests and the reasonable and proper costs incurred by Railtrack in so doing shall be repaid by the Company to Railtrack in accordance with the provisions of Clause 4.13

- 2.3. be subject to payment of all reasonable and proper charges costs losses and expenses incurred or suffered by Railtrack in relation to any supervision or approval and safety measures necessary or any interference with railway working or operation or damage or injury to the Site or any works taking place on it and any measures reasonably necessary for the protection of the Site or Railtrack's railway network
- 2.4. be over such route as Railtrack's Engineer shall reasonably prescribe
- 2.5. where appropriate be subject to the Special Requirements and adherence to all reasonable safety requirements for Railtrack's railway network or any works taking place on Railtrack's Property

THE SECOND SCHEDULE
(Rights and easements excepted and reserved)

The following rights are reserved out of the Easement Land (which expression in this Second Schedule shall where appropriate and save insofar as already determined under Clause 6.4 include the Licence Land) and the Rights for the benefit of Railtrack's Property and where they involve taking access or entry onto the Easement Land or the carrying out of any works by Railtrack which may adversely affect the DLR Specified Works are subject to the provisions of Paragraph 3

1.1. The right for the purpose of carrying out the Development Works until the Development Completion Date subject to the provisions of Paragraph 1.2 below:

1.1.1. within the Perpetuity Period to vary the emergency escape routes referred to in Paragraph 1.3 to the First Schedule (provided the routes as varied are where appropriate approved by the relevant Regulatory Authorities and (in connection with matters affecting the safety or operation of the DLR or the Safety Case save where the Safety Case can be amended without compromising safety) the Company (such approval not to be unreasonably withheld) and also the right within the Perpetuity Period to vary the access routes referred to in Paragraphs 1.4 and 1.5 to the First Schedule and any substituted rights of way shall be subject to similar terms and conditions mutatis mutandis as those which applied to the original routes

1.1.2. within the Perpetuity Period to divert relocate or remove within the Site or the Easement Land subject to in the case of the Easement Land (in connection with matters affecting the safety or operation of the DLR or the Safety Case save where the Safety Case can be amended without compromising safety) the Company's approval such approval not to be unreasonably withheld (but in the case of any such removal Railtrack shall substitute other convenient works where these are essential to the running and operation of the DLR Bank Extension) and any diverted relocated or moved works shall be subject to the terms and conditions mutatis mutandis as those which applied to the original works and where appropriate subject to such relocation being approved by the relevant Regulatory Authorities:

1.1.2.1.any Service Media in the Licence Land or the Easement Land or DLR Specified Works located in the Licence Land

1.1.2.2.any DLR Specified Works located on the Easement Land other than Control Equipment

1.1.3. to carry out (but not before 1st January 2001) the Enclosure Works in accordance with Clause 5.1 of this Deed and if necessary to require the Company to carry out the Slewing Works and if for the purpose of the Enclosure Works Railtrack shall require the alteration or strengthening of any of the DLR Specified Works it may (save for any works to Control Equipment) effect such alteration or strengthening at its own expense Provided that the slewing/realigning is capable on the criteria of the Safety Case and the Company's criteria for track design as contained in the DLR Design Manual 1986 as existing at the date of this Deed of permitting trains to run at speeds of not less than 50 kph and it is hereby acknowledged that Railtrack's Scheme meets such criteria but subject to there being no objection to Railtrack's Scheme by the relevant Regulatory Authorities

1.1.4. to take down any fences

1.2. In the event of any subsequent redevelopment of the Site during the Perpetuity Period following the Development Completion Date Railtrack shall have the right to enter upon the Easement Land to secure that the works described in Paragraphs 1.1.1 to 1.1.4 inclusive be further moved (subject where appropriate to the approvals referred to in Paragraphs 1.1.1 and 1.1.2) so as to facilitate such redevelopment but only if such further movement (a) was not reasonably foreseeable at the time of the initial commercial development or (b) arises from the requirements of any public authority possessing relevant regulatory powers and the reasonable costs incurred by the Company in accommodating such works shall be recoverable from Railtrack and Railtrack shall in the event of any redevelopment be entitled to remove the then existing Enclosure Works and reconstruct new Enclosure Works to accommodate such redevelopment and where appropriate subject to the same provisions of this Deed applicable to the construction of the original Enclosure Works including if necessary any further slewing or realignment of the Light Railway Provided that the slewing/realigning is capable on the criteria of the Safety Case and the Company's criteria for track design as contained in the DLR Design Manual 1986 as existing at the date of this Deed of permitting trains to run at speeds of not less than 50 kph and it

is hereby acknowledged that Railtrack's Scheme meets such criteria but subject to there being no objection to Railtrack's Scheme by the relevant Regulatory Authorities

2.1 At all times.

2.1.1 A right of support for those parts of the Site and any building or buildings that may within the Perpetuity Period be constructed on the Site from the Easement Land and the DLR Specified Works but not so as to overload or undermine the Easement Land or the DLR Specified Works without carrying out any necessary strengthening works to ensure there is no reduction in the level of support provided

2.1.2 The right of access over such parts of the Easement Land which have not been fully enclosed by the Enclosure Works with or without workmen vehicles plant and machinery as are reasonably necessary for the purposes of.

2.1.2.1 inspecting maintaining cleansing repairing demolishing reconstructing reinstating altering renewing or adding to the Railway Viaduct including (without limitation) realigning removing and rebuilding the southern section of the Railway Viaduct

2.1.2.2 facilitating or carrying out from time to time the Development Works including (without limitation) carrying out excavations and sinking piles foundations and footings and constructing basements alongside and under the Easement Land and erecting temporary scaffolding or crash decks and keying into or building onto any parapet or retaining walls forming part of the DLR Specified Works and subject to Clause 5.1 of this Deed for erecting constructing inspecting maintaining cleansing repairing demolishing reconstructing reinstating altering renewing adding to or removing the Enclosure Works or any works installations equipment plant buildings structures or works now or at any time within the Perpetuity Period on or within the Site including any replacements

2.1.2.3 exercising the rights reserved by Paragraphs 1.2 and 2.1.5 of this Schedule and until the Development Completion Date Paragraphs 1.1.1 to 1.1.4 inclusive above

2.1.2.4 where necessary carrying out any Protective Works or Non Structural Works

2.1.2.5 carrying out Railway Maintenance

- 2.1.2.6 inspecting maintaining repairing renewing altering or removing any fences walls railway banks abutments or retaining walls bridges and other works on Railtrack's Property
- 2.1.3 The right of access over such parts of the Easement Land as have been fully enclosed by the Enclosure Works with or without workmen vehicles plant and machinery as are necessary for the purposes of:
 - 2.1.3.1 facilitating or carrying out from time to time the Development Works including (without limitation) carrying out excavations and sinking piles foundations and footings and constructing basements alongside and under the Easement Land and erecting temporary scaffolding or crash decks and keying into or building onto any parapet or retaining walls forming part of the DLR Specified Works and subject to Clause 5.1 of this Deed for erecting constructing inspecting maintaining cleansing repairing demolishing reconstructing reinstating altering renewing adding to or removing the Enclosure Works or any works installations equipment plant buildings structures or works now or at any time within the Perpetuity Period on or within the Site including any replacements
 - 2.1.3.2 exercising the rights reserved by Paragraphs 1.2 and 2.1.5 of this Schedule and until the Development Completion Date Paragraphs 1.1.1 to 1.1.4 inclusive above
 - 2.1.3.3 where necessary carrying out any Protective Works or Non Structural Works
 - 2.1.3.4 carrying out Railway Maintenance save in respect of the Railway Viaduct
 - 2.1.3.5 inspecting maintaining repairing renewing altering or removing any fences walls railway banks abutments or retaining walls bridges and other works on Railtrack's Property save in respect of the Railway Viaduct
- 2.1.4 Except in respect of Service Media forming part of the DLR Specified Works the free and uninterrupted passage of Services coming from or passing to any building or land in and through any Service Media which are now or may within the Perpetuity Period be laid in or upon the Easement Land and the right to maintain such Service Media

- 2.1.5 The right to instal new Service Media in the ground or track bed forming part of the Easement Land and to attach Service Media to the underside and outside faces of the viaduct forming part of the DLR Specified Works and to have inspect repair maintain cleanse use reinstate alter add to renew or remove such existing and such new Service Media Provided that these rights shall not be exercised so as to hinder the operation or safety of the DLR Bank Extension
- 2.1.6 The right at any time to use the Site including the land subsoil and airspace comprised therein above adjoining or beneath the Easement Land in such manner as Railtrack may think fit and to build or execute works upon the Site and within such land subsoil or airspace notwithstanding that the access of light and air to the Easement Land may be affected (but not so as to withdraw any support provided as at the date of this Deed for the DLR Specified Works) including (but not limited to) the right to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or afterwards to be erected on any part of the Site including without limitation to take down or demolish any building or other erection now or at any time to be erected on any part of the Site and to rebuild or erect further buildings or erections
- 3.1.1 In respect of any Development Works, the Protective Works or the Slewing Works (including without limitation any subsequent maintenance thereof and the construction and subsequent maintenance and replacement of the Enclosure Works) or to facilitate performance and exercise of Railtrack's reservations under this Second Schedule the Company shall subject to Paragraph 3 1.2 below provide Railtrack without delay with such number of possessions of the Easement Land and at such times and dates as Railtrack may reasonably require for such works proposed which shall be undertaken expeditiously economically and where appropriate in accordance with any requirements of the relevant Regulatory Authorities and any such possessions shall be limited in number frequency and duration to no more than reasonably necessary to carry out the Development Works, the Protective Works or the Slewing Works or to facilitate performance and exercise of Railtrack's reservations under this Second Schedule (including without limitation any subsequent maintenance thereof and the construction and subsequent maintenance or replacement of any Enclosure Works) proposed by Railtrack and having regard to the need to

minimise disruption to the Light Railway as far as reasonably practicable and other than in emergency reasonable advance notice (which shall not be less than 13 weeks) of the dates of any possessions shall be given in writing by Railtrack to the Company and following the expiration of such advance notice the Company shall provide the possessions of the Easement Land required and Railtrack shall be entitled to enter upon the Easement Land at the dates and times given in such advance notice

3.1.2 The following provisions apply to Paragraph 3.1.1. above:-

3.1.2.1 Railtrack shall be entitled to the following:

- (a) weekly Engineering Hours Possessions on Monday to Fridays (and for the purposes of this Deed consecutive Engineering Hours Possessions within a single week from Monday to Friday shall comprise a single possession of the Easement Land for the purposes of the numbers after mentioned) in which case Railtrack shall be entitled to no fewer than 26 such possessions which may if Railtrack so requires include two separate periods of 7 and 15 consecutive weekly Engineering Hours Possessions but which shall not exceed 30 such possessions in total;
- (b) 3 Saturday Possessions subject to one being a Scheduled Possession irrespective of whether such Scheduled Possession falls more than 13 weeks after Railtrack provides the Company with notice pursuant to Paragraph 3.2.2 below (but provided that where such no Scheduled Possession has been notified to Railtrack in accordance with Clause 4.16.2 as due to occur on a specific date within 26 weeks of the date of Railtrack's notice, none of the Saturday Possessions need be a Scheduled Possession)
- (c) one further Saturday Possession as a contingency (which for the avoidance of doubt may be programmed in advance) but Railtrack shall use all reasonable endeavours not to use such further Saturday Possession
- (d) it being declared for the avoidance of doubt and without prejudice to the foregoing in any circumstances which could not reasonably be foreseen at the date of this Deed or in an emergency or where necessary by reason of the requirements of a Regulatory Authority (subject to complying with Paragraph 3.1.2.2 or 3.1.2.3 below where it applies) or for the purpose of complying with any conditions required

by the Company, such additional possessions in what would otherwise be DLR operational hours as are absolutely necessary:

Provided that:-

- (i) Railtrack shall use best practicable means not entailing excessive cost (nor involving material redesign of the Development Works) to avoid such additional possessions by the use of Engineering Hours Possessions
- (ii) where such additional possessions can be avoided by the use of Engineering Hours Possessions but only at excessive cost the Company may require Railtrack to use such Engineering Hours Possessions on payment to Railtrack of the difference between (a) the proper and reasonable cost to Railtrack of carrying out the works for which such additional possessions are required during Saturday Possessions and (b) the proper and reasonable cost to Railtrack of so doing during Engineering Hours Possessions
- (iii) where such additional possessions cannot be avoided by the use of Engineering Hours Possessions (or where the Company does not require Railtrack under paragraph (ii) of this Proviso to use such Engineering Hours Possessions) Railtrack shall use best practicable means not entailing excessive cost (nor involving material redesign of the Development Works) to avoid using Sunday Possessions Weekend Possessions or Other Possessions by the use of Saturday Possessions
- (iv) where Sunday Possessions Weekend Possessions or Other Possessions can be avoided by the use of Saturday Possessions but only at excessive cost the Company may require Railtrack to use such Saturday Possessions on payment to Railtrack of the difference between (a) the proper and reasonable cost to Railtrack of carrying out the works for which such additional possessions are required during Saturday Possessions and (b) the proper and reasonable cost to Railtrack of so doing during Sunday Possessions
- (v) where such additional possessions cannot be avoided by the use of Saturday Possessions (or where the Company does not require Railtrack under Paragraph (iv) of this Proviso to use such Saturday

Possessions) Railtrack shall use best practicable means not entailing excessive cost (nor involving material redesign of the Development Works) to avoid using Weekend Possessions or Other Possessions by the use of Sunday Possessions

(vi) where Weekend Possessions or Other Possessions can be avoided by the use of Sunday Possessions but only at excessive cost the Company may require Railtrack to use such Sunday Possessions on payment to Railtrack of the difference between (a) the proper and reasonable cost to Railtrack of carrying out the works for which such additional possessions are required during Sunday Possessions and (b) the proper and reasonable cost to Railtrack of so doing during Weekend Possessions

(vii) where Other Possessions can be avoided only by the use of Weekend Possessions the Company shall require Railtrack to use Weekend Possessions

(viii) where Other Possessions cannot be avoided by the use of Engineering Hours Possessions Saturday Possessions Sunday Possessions or Weekend Possessions and there is no other option available to Railtrack (irrespective of cost or redesign of the Development Works) and the Company having used reasonable endeavours to find a solution which avoids using Other Possessions Railtrack shall be entitled to such Other Possessions as are absolutely necessary on the basis that all losses suffered by the Company as a result of such Other Possessions shall be met by Railtrack

3.1.2.2 Except where Paragraph 3.1.2.3 below applies if by reason of a Regulatory Condition Railtrack is prevented from carrying out the Development Works within the number of possessions to be afforded to Railtrack under the provisions of Paragraphs 3.1.2.1(a), (b) and (c) above then it will at its expense take Leading Counsel's advice (nominated by Railtrack but subject to the Company's approval (such approval not to be unreasonably withheld and in the event of any failure to agree within 5 working days of the request being made then to be appointed by the President of the Law Society in accordance with the provisions of Clause 10)) as to the likelihood of successfully

appealing the Regulatory Condition in question and if such advice is that there is a realistic prospect of success then Railtrack will at its own expense appeal the Regulatory Condition in question. Railtrack shall keep the Company reasonably informed of the developments of the appeal and afford the Company all reasonable opportunities to attend any relevant meeting. If Railtrack is unsuccessful in its appeal then it will use reasonable endeavours to find a solution including redesigning the Enclosure Works if this can be done without excessive cost (not involving a material redesign of the Development Works) or excessive delay or involving any material reduction in development value

3.1.2.3 If by reason of a Regulatory Condition attached to a planning consent for the initial commercial development of the Site restricting the time at which any part of the Development Works may be carried out Railtrack is prevented from carrying out the Development Works within the number of possessions to be afforded under the provisions of paragraph 3.1 2.1(a) (b) and (c) above then it will use best endeavours to agree with the Relevant Regulatory Authority a relaxation of such restriction and the Company shall use best endeavours to assist Railtrack in this regard (subject to the Company not being obliged to incur material external costs)

3.1.2.4 In Paragraph 3.1.2.3 above where the relevant Regulatory Authority imposes any requirement in respect of agreeing such a relaxation Railtrack shall be deemed to have used best endeavours if (i) Railtrack has complied with that requirement or (ii) where such requirement is considered to be unreasonable Railtrack has diligently pursued any appeal against or otherwise in respect of such requirement whether it is successful or not

3.1.2.5 For the avoidance of doubt any possessions granted to Railtrack under this Deed shall be exclusive possessions and the Company shall have no entitlement to share such possessions except in connection with any track slewing or realignment works required by Railtrack or where agreed by Railtrack such agreement not to be unreasonably withheld or delayed

3.1.2.6 Railtrack shall in the event of further possessions (other than Engineering Hours Possessions) being provided pursuant to Paragraph 3.1.2.1(d) above give the Company as much notice as is reasonably practicable to allow the Company to arrange alternative transport and to notify the public

3.1.2.7 The number of possessions to be afforded pursuant to Paragraphs 3.1.2.1(a) to (c) above shall apply to the whole of the initial commercial development or any subsequent redevelopment of the Site whether such development is carried out in one or more phases and irrespective of the time between the phases but without prejudice to Paragraph 3.1.2.1(d)

3.1.2.8 The number of possessions to be afforded pursuant to Paragraph 3.1.2.1 above shall apply to each redevelopment which takes place on the Site following the initial commercial redevelopment

3.1.2.9 With reference to the exercise of the rights reserved under this Second Schedule save in connection with the construction of the initial commercial development on the Site or any subsequent redevelopment thereof Railtrack shall be afforded possessions in accordance with Paragraph 3.1.1 as follows:-

- (a) Railtrack shall use best practicable means not entailing excessive cost to avoid Saturday Possessions Sunday Possessions Weekend Possessions and Other Possessions by the use of Engineering Hours Possessions
- (b) where Saturday Possessions Sunday Possessions Weekend Possessions and Other Possessions can be avoided by the use of Engineering Hours Possessions but only at excessive cost the Company may require Railtrack to use such Engineering Hours Possessions on payment to Railtrack of the difference between (a) the proper and reasonable cost to Railtrack of carrying out the works for which the additional possessions are required during Saturday Possessions and (b) the proper and reasonable cost to Railtrack of so doing during Engineering Hours Possessions
- (c) where Saturday Possessions Sunday Possessions Weekend Possessions and Other Possessions cannot be avoided by the use of Engineering Hours Possessions (or where the Company does not require Railtrack under Paragraph 3.1.2.9(b) above to use such Engineering Hours Possessions) Railtrack shall use best practicable means not entailing excessive cost to avoid using Sunday Possessions Weekend Possessions or Other Possessions by the use of Saturday Possessions
- (d) where Sunday Possessions Weekend Possessions or Other Possessions can be avoided by the use of Saturday Possessions but only at

excessive cost the Company may require Railtrack to use such Saturday Possessions on payment to Railtrack of the difference between (a) the proper and reasonable cost to Railtrack of carrying out the works for which the additional possessions are required during Saturday Possessions and (b) the proper and reasonable cost to Railtrack of so doing during Sunday Possessions

- (e) where Sunday Possessions Weekend Possessions or Other Possessions cannot be avoided by the use of Saturday Possessions (or where the Company does not require Railtrack under Paragraph 3.1 2.9(d) above to use such Saturday Possessions) Railtrack shall use best practicable means not entailing excessive cost to avoid using Weekend Possessions or Other Possessions by the use of Sunday Possessions
- (f) where Weekend Possessions or Other Possessions can be avoided by the use of Sunday Possessions but only at excessive cost the Company may require Railtrack to use such Sunday Possessions on payment to Railtrack of the difference between (a) the proper and reasonable cost to Railtrack of carrying out the works for which the additional possessions are required during Sunday Possessions and (b) the proper and reasonable cost to Railtrack of so doing during Weekend Possessions
- (g) where Other Possessions can be avoided only by the use of Weekend Possessions the Company shall require Railtrack to use Weekend Possessions
- (h) where Other Possessions cannot be avoided by the use of Engineering Hours Possessions Saturday Possessions Sunday Possessions or Weekend Possessions and there is no other option available to Railtrack (irrespective of cost) and the Company having used reasonable endeavours to find a solution which avoids using Other Possessions Railtrack shall be entitled to such Other Possessions as are absolutely necessary on the basis that all losses suffered by the Company as a result of such Other Possessions shall be met by Railtrack

3.1.3 The costs incurred by the Company in respect of possessions of the Easement Land or restrictions on the Light Railway and loss of income to the Company arising from

disruption to the DLR (including without limitation the reasonable administration costs of arranging and providing such possessions and all related supervision costs) shall be borne by the Company and no claim for the costs of or for losses arising from any possessions shall be made by the Company above against Railtrack save insofar as they are referred to in Paragraphs 3.1.2.1(d)(viii) and 3.1.2.9(h) above and Paragraph 3.2.4 below or are Protective Works Costs of the Company or attributable to any overruns that have not been caused by the act neglect or default of the Company its servants or agents

3.2 The exercise of the rights in Paragraphs 1 and 2.1 above shall where they affect the Easement Land or the operation of the DLR be subject to:

3.2.1 Railtrack complying with the Trackside Manual and such other stipulations directions and requirements which the Company may reasonably prescribe in relation to the exercise of such rights (including as to times of the day methods and modes of access and carrying out of works) provided that such stipulations directions or requirements do not frustrate or unreasonably delay or render materially more expensive the carrying out of the Development Works or so as to reduce Railtrack's entitlement to the number of possessions particularised in Paragraph 3.1.2 above

3.2.2 except in cases of emergency Railtrack pre-planning any such access over or entry onto the Easement Land by as long as reasonably possible so as to enable any necessary possessions to be obtained in order to cause the minimum inconvenience to the Company by giving not less than 13 weeks advance written notice of the dates of any access over or possessions of the Easement Land but for the avoidance of doubt not so as to reduce Railtrack's entitlement to the number of possessions particularised in Paragraph 3.1.2 above

3.2.3 Railtrack exercising the rights so as to cause (save as permitted by this Deed in relation to possessions of the Easement Land) as little damage as is reasonably practicable and (save as permitted by this Deed in relation to possessions of the Easement Land) to minimise inconvenience disruption and disturbance to the Company its tenants licensees contractors franchisees concessionaires or customers but for the avoidance of doubt not so as to reduce Railtrack's entitlement to the number of possessions particularised in Paragraph 3.1.2 above and shall ensure that all parties save those for whom the Company is

responsible have removed from the Easement Land in accordance with the Trackside Manual to allow the restoration of trackside power by 4.30am on the day of any Engineering Hours Possession or in the case of a Saturday Possession Sunday Possession or Weekend Possession the day on which the same ends (or to allow the restoration of trackside power by the time agreed between the parties in the case of Other Possessions on the days on which each such possession ends) in connection with the resumption of the DLR Services on the Light Railway

3.2.4 save as permitted by this Deed in relation to alterations to the DLR Specified Works Railtrack making good as soon as reasonably practicable any physical damage caused to the Easement Land or the DLR Specified Works to the reasonable satisfaction of the Company and making good economic or consequential loss resulting from any party (save those for whom the Company is responsible) having failed to remove from the Easement Land in accordance with the Trackside Manual to allow the restoration of trackside power at 4.30am on the day of any Engineering Hours Possession or in the case of a Saturday Possession Sunday Possession or Weekend Possession the day on which the same ends in connection with the resumption of the DLR Services on the Light Railway

3.2.5 Railtrack submitting to the DLR Engineer proper and sufficient plans and details of the Enclosure Works for his prior written approval (such approval not to be unreasonably withheld and such decision (not to be unreasonably delayed) to be given or the Company's requirements made known within 28 days of receipt of the last of such proper and sufficient plans and details (relevant to the approval in question) by the Company) but for the avoidance of doubt not so as to reduce Railtrack's entitlement to the number of possessions particularised in Paragraph 3.1.2 above and for the further avoidance of doubt where any proposed escape walkways forming part of the Enclosure Works are designed so as to achieve (on the basis of a crossfall not exceeding 1:40) a vertical stepping distance up or down from the carriage floor to the surface of the walkway of not more than 85 millimetres it shall not be reasonable for the DLR's Engineer to withhold approval on the ground that the design does not provide for a lesser distance; save that to the extent (if any) that it is reasonably practicable to do so without necessitating any further

track re-alignment Railtrack in the design of such walkways shall seek to minimise any stepping distance as described above

3.2.6 Railtrack complying with any reasonable conditions made by the DLR Engineer in giving such approval including reasonable conditions requiring modifications to the plans of the Enclosure Works for reasons connected with the safety or operation of the Light Railway and/or specifying any Protective Works to be carried out which should reasonably be carried out on the Easement Land to ensure the safety and stability of the DLR Specified Works or to protect them from injury or danger so as to ensure the safe and effective operation of the Light Railway in accordance with a possessions programme pursuant to the provisions of Paragraph 3.1 above but for the avoidance of doubt not so as to reduce Railtrack's entitlement to the number of possessions particularised in Paragraph 3.1.2 above

3.2.7 Railtrack ensuring that the relocation of the fire hydrant and electricity substation and any Service Media pertaining thereto which form part of the DLR Specified Works does not affect the continuous operation of the Light Railway over the Easement Land save in accordance with a possessions Programme pursuant to the provisions of Paragraph 3.1 above

THE THIRD SCHEDULE

The following rights are granted out of the Company's Adjoining Property and operate for the benefit of Railtrack's Property:

- 1 The right for Railtrack its servants and agents at all times with or without vehicles plant and machinery to enter on such part of the Company's Adjoining Property as may be approved by the Company (such approval not to be unreasonably withheld or delayed) for the purposes of:

- 1.1 inspecting maintaining cleansing repairing demolishing reconstructing reinstating altering renewing or adding to the Railway Viaduct and carrying out Railway Maintenance (including in connection with such rights the erection of temporary scaffolding) (but these purposes only apply to the section of the Company's Adjoining Property on the northern side of the DLR Bank Extension)

- 1.2 widening the viaduct on the Company's Adjoining Property for the purpose of accommodating the Slewing Works including any necessary extension of the escape ramps and other associated works

but for the avoidance of doubt these rights shall not entitle Railtrack to have access to that part of the Company's Adjoining Property comprising any part of the works constructed by the Company pursuant to the London Docklands Railway Act 1984 and the airspace above

2. The rights in Paragraph 1 above shall:

- 2.1. (save in emergency) be subject to the prior written consent of DLR's Engineer (such consent not to be unreasonably withheld or delayed) and where required by DLR's Engineer (acting reasonably) there having previously been submitted detailed plans and sections of any works to DLR's Engineer and to his approval having been obtained and to compliance with such reasonable stipulations directions and requirements (including as to times of the day methods and modes of access and carrying out of works) as DLR's Engineer shall prescribe

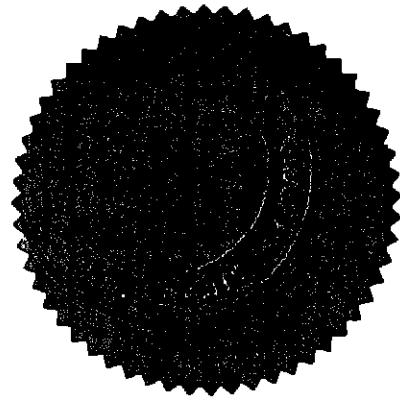
- 2.2. be exercised so as to cause as little damage as is reasonably practicable and so as to occasion the minimum inconvenience and disturbance as is reasonably

practicable to the Company its tenants licensees contractors passengers access beneficiaries traders and customers and Railtrack shall make good as soon as reasonably practicable to the satisfaction of the Company any damage caused to the Company's Adjoining Property or the DLR Bank Extension and the Company may carry out or complete any works as to which Railtrack remains in default following a reasonable period of notice given by the Company to remedy the default or may take such action as DLR's Engineer (acting reasonably) considers proper and necessary to safeguard the Company's interests and the reasonable and proper costs incurred by the Company in so doing shall be repaid by Railtrack to the Company in accordance with the provisions of Clause 5.7

- 2.3. be subject to payment of all reasonable and proper charges costs losses and expenses incurred or suffered by the Company in relation to any supervision or approval and safety measures necessary or any interference with railway working or operation or damage or injury to the Company's Adjoining Property or the DLR Bank Extension or any works taking place on it and any measures reasonably necessary for the protection of the Company's Adjoining Property or the DLR Bank Extension
- 2.4. be over such route as DLR's Engineer shall reasonably prescribe and where appropriate be subject to adherence to all reasonable safety requirements for the DLR Bank Extension or any works taking place on the DLR Bank Extension

THE COMMON SEAL of DOCKLANDS
LIGHT RAILWAY LIMITED
was hereunto affixed in the
presence of:-

)
)
)
)



Director

[Handwritten signature]

Secretary

David Kepp

RAILTRACK PLC

- and -

DOCKLANDS LIGHT RAILWAY LIMITED

APPENDIX 1 TO THE DEED OF EASEMENT

Date 16th December 1999

RAILTRACK PLC

- and -

DOCKLANDS LIGHT RAILWAY LIMITED

COUNTERPART
DEED OF EASEMENT

*Certified to be
a true copy
of the original*

R FZ

28/2/00

for

DLR Bank Extension at Royal Mint Street London E1

REES & FRERES
1 The Sanctuary
Westminster
London SW1P 3JT

Tel: (0171) 222 5381
Fax: (0171) 222 4646

Ref: RT/JV/509704327
Date: December 13, 1999

DOCUMENT
No. RT 222.1
RETURN TO
NATIONAL DEEDS ARCHIVE
RAILTRACK PROPERTY
OFF WINDSOR ROAD
GILLINGHAM. ME7 4QL

LAND PLAN
319
GE 51

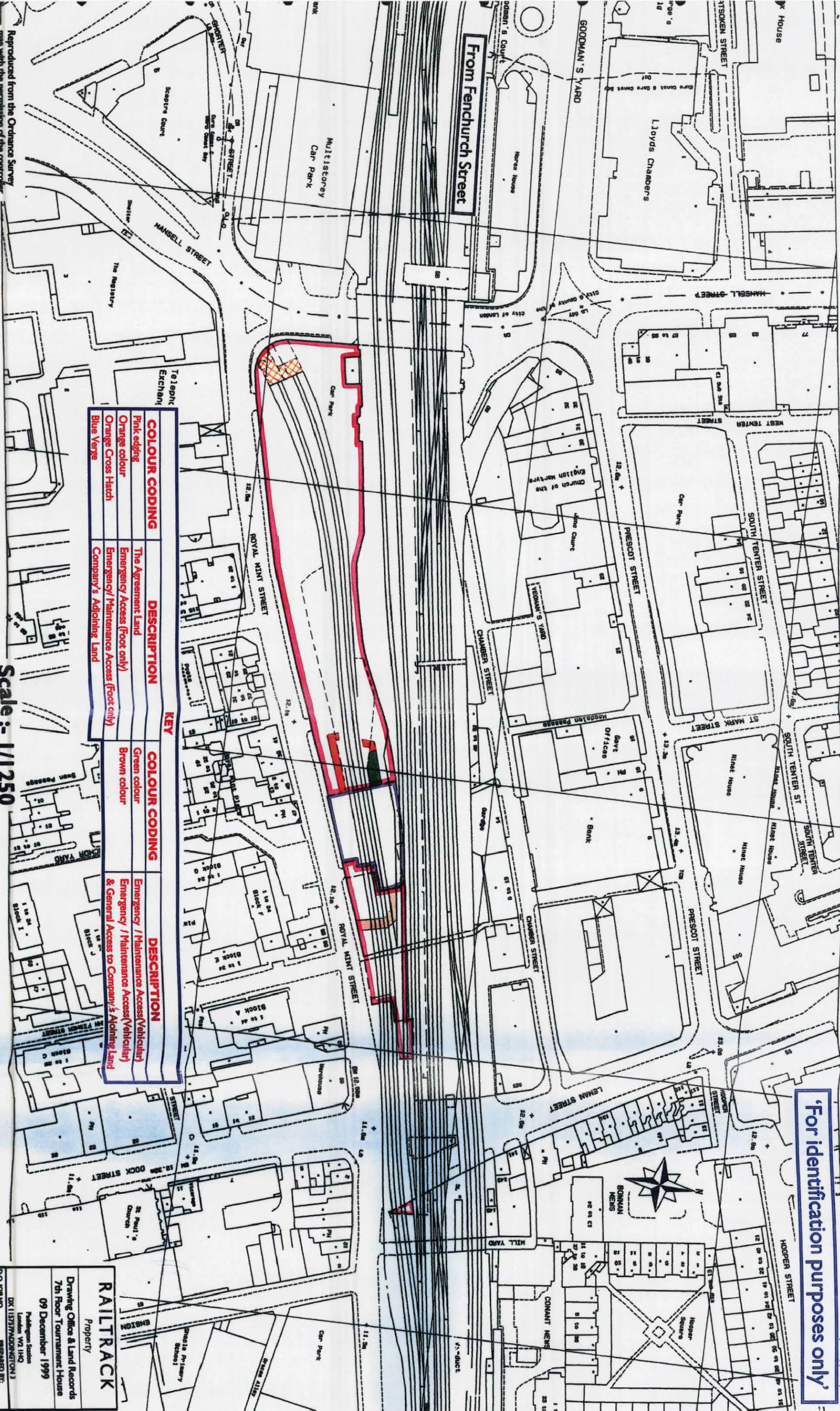


PLAN

ROYAL MINT STREET

"PLAN B"

'For identification purposes only'



COLOUR CODING		DESCRIPTION	
Pink edging	The Agreement Land	Green colour	Emergency / Maintenance Access (Vehicular)
Orange colour	Emergency Access (Foot only)	Brown colour	Emergency / Maintenance Access (Vehicular)
Orange Cross Hatch	Emergency / Maintenance Access (Foot only)		& General Access to Company's Adjoining Land
Blue Verge	Company's Adjoining Land		

Scale:- 1/1250

RAILTRACK	
Property	
Drawing Office & Land Records	
7th Floor Tournament House	
09 December 1999	
Pudington Station	
London W2 1HQ	
DX 11377ADONINGTON 1	
REPAIRED BY:	
11498	A.D.B.

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ROYAL MINT STREET

“PLAN A”

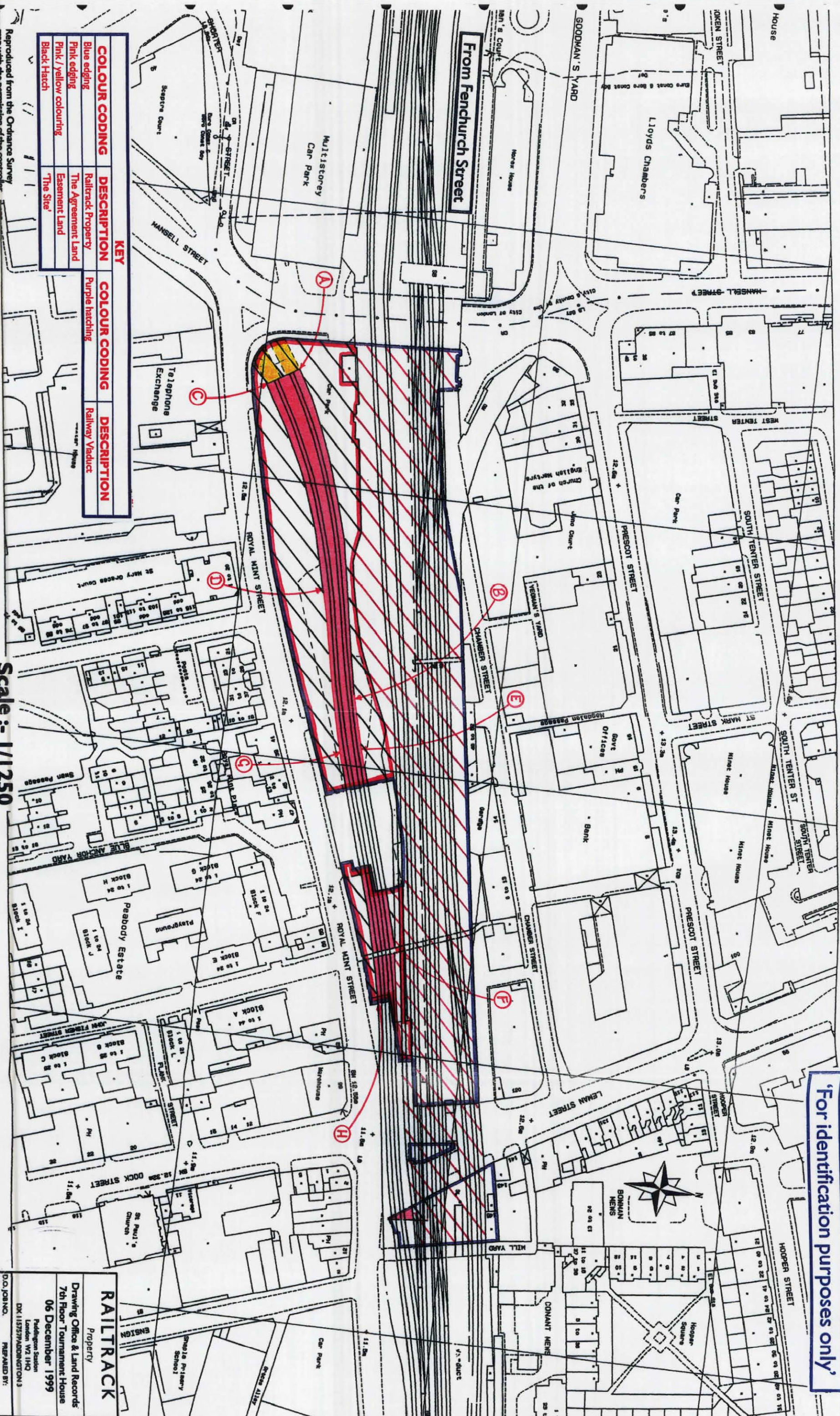
‘For identification purposes only’

KEY	
COLOUR CODING	DESCRIPTION
Blue edging	Railtrack Property
Pink edging	The Agreement Land
Pink / yellow colouring	Essement Land
Black Hatch	The Site

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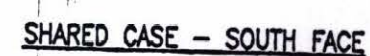
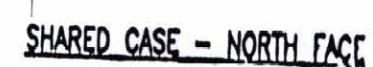
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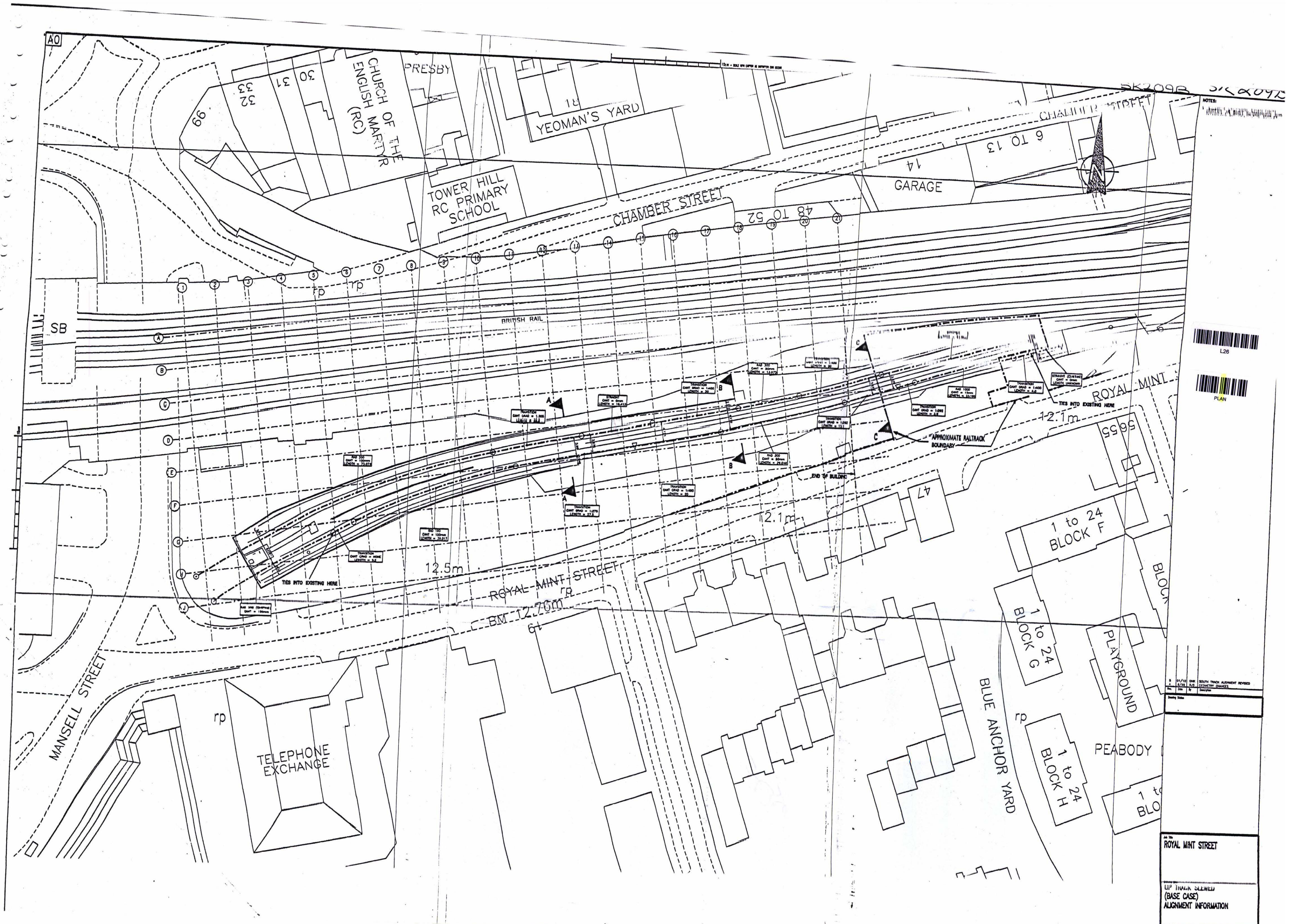
RAILTRACK	
Property	
Drawing Office & Land Records	
7th Floor Tournament House	
06 December 1999	
Fiddlington Station	
London W2 1HQ	
DX 112579 ADDINGTON 3	
D.O. JOHNS	PREPARED BY:
11497	A.D.B.



NOTES

1. TO BE READ IN CONJUNCTION WITH SK/208 - PLAN AND SECTIONS.
2. LEVELS FROM NUTTALL AS CONSTRUCTED DRAWINGS (1988) AND LONGDIN AND BROWNING TOPO SURVEY (1988)





Rev	Date	Description
1	01/10	ONE SOUTH TRACK ALIGNMENT REVERSED
2	01/10	TWO SOUTH TRACK ALIGNMENT REVERSED
3	01/10	THREE SOUTH TRACK ALIGNMENT REVERSED
4	01/10	FOUR SOUTH TRACK ALIGNMENT REVERSED
5	01/10	FIVE SOUTH TRACK ALIGNMENT REVERSED
6	01/10	SIX SOUTH TRACK ALIGNMENT REVERSED
7	01/10	SEVEN SOUTH TRACK ALIGNMENT REVERSED
8	01/10	EIGHT SOUTH TRACK ALIGNMENT REVERSED
9	01/10	NINE SOUTH TRACK ALIGNMENT REVERSED
10	01/10	TEN SOUTH TRACK ALIGNMENT REVERSED
11	01/10	ELEVEN SOUTH TRACK ALIGNMENT REVERSED
12	01/10	TWELVE SOUTH TRACK ALIGNMENT REVERSED
13	01/10	THIRTEEN SOUTH TRACK ALIGNMENT REVERSED
14	01/10	FOURTEEN SOUTH TRACK ALIGNMENT REVERSED
15	01/10	FIFTEEN SOUTH TRACK ALIGNMENT REVERSED
16	01/10	SIXTEEN SOUTH TRACK ALIGNMENT REVERSED
17	01/10	SEVENTEEN SOUTH TRACK ALIGNMENT REVERSED
18	01/10	EIGHTEEN SOUTH TRACK ALIGNMENT REVERSED
19	01/10	NINETEEN SOUTH TRACK ALIGNMENT REVERSED
20	01/10	TWENTY SOUTH TRACK ALIGNMENT REVERSED
21	01/10	TWENTY ONE SOUTH TRACK ALIGNMENT REVERSED
22	01/10	TWENTY TWO SOUTH TRACK ALIGNMENT REVERSED
23	01/10	TWENTY THREE SOUTH TRACK ALIGNMENT REVERSED
24	01/10	TWENTY FOUR SOUTH TRACK ALIGNMENT REVERSED
25	01/10	TWENTY FIVE SOUTH TRACK ALIGNMENT REVERSED
26	01/10	TWENTY SIX SOUTH TRACK ALIGNMENT REVERSED
27	01/10	TWENTY SEVEN SOUTH TRACK ALIGNMENT REVERSED
28	01/10	TWENTY EIGHT SOUTH TRACK ALIGNMENT REVERSED
29	01/10	TWENTY NINE SOUTH TRACK ALIGNMENT REVERSED
30	01/10	THIRTY SOUTH TRACK ALIGNMENT REVERSED

ROYAL MINT STREET

UP TRACK SLEWED
(BASE CASE)
ALIGNMENT INFORMATION

