

**These are the notes referred to on the following official copy**

Title Number EGL340303

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

MAILED

15<sup>th</sup> June

2011

(1) DOCKLANDS LIGHT RAILWAY LIMITED

(2) B & V COURIERS LIMITED

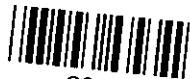
LEASE

Premises. Land at Cable Street London  
E14



SEQ66

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



COPY

WRIGLEYS

<b>LR1. Date of lease</b>	15 June 2011
<b>LR2. Title number(s)</b>	
<b>LR2.1 Landlord's title number(s)</b>	EGL340303
<b>LR2.2 Other title numbers</b>	
<b>LR3. Parties to this lease</b>	
<p style="text-align: center;"><b>Landlord</b></p> <ul style="list-style-type: none"> <li>Name: <b>DOCKLANDS LIGHT RAILWAY LIMITED</b></li> <li>Address/registered office: Operations and Maintenance Centre, PO Box 154, Castor Lane, Poplar, London, E14 0DX</li> <li>Company number: 2052677</li> </ul>	
<p style="text-align: center;"><b>Tenant</b></p> <ul style="list-style-type: none"> <li>Name: <b>B &amp; Y COURIERS LIMITED</b></li> <li>Address/registered office: 299A Bethnal Green Road, London, E2 6AH</li> <li>Company number: 06444561</li> </ul>	
<p style="text-align: center;"><b>Other parties</b></p> <p><i>specify capacity (eg guarantor, management company etc)</i></p> <ul style="list-style-type: none"> <li>Name:</li> <li>Address/registered office:</li> <li>Company number:</li> </ul>	
<p><b>LR4. Property</b></p> <p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail</p>	See the definition of "Premises" in the Particulars of this lease

<b>LR5. Prescribed statements etc</b> <i>eg charity statements</i>	None
<b>LR6. Term for which the Property is leased</b>	See the definition of "Term" in the Particulars of this lease
<b>LR7. Premium</b>	None
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9. Rights of acquisition etc</b>	None
<b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>	None
<b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b>	None
<b>LR9.3 Landlord's contractual rights to acquire this lease</b>	None
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11. Easements</b>	None
<b>LR11.1 Easements granted by this lease for the benefit of the Property</b>	The easements included in the Second Schedule of this Lease
<b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b>	The easements included in the First Schedule of this Lease
<b>LR12. Estate rentcharge burdening the Property</b>	None

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

## PARTICULARS

<b>LANDLORD</b>	:	<b>DOCKLANDS LIGHT RAILWAY LIMITED</b> (company number 2052677) registered office Operations and Maintenance Centre, PO Box 154, Castor Lane, Poplar, London, E14 0DX
<b>TENANT</b>	:	<b>B &amp; Y COURIERS LIMITED</b> (company number 06444561) registered office 299A Bethnal Green Road, London, E2 6AH
<b>PREMISES</b>	:	Land at Cable Street, London, E14 having an area of 606.81 square metres or thereabouts, partly open and partly covered by the Landlord's viaduct and shown edged blue on the attached plan for identification purposes only and more particularly described in the Fifth Schedule
<b>PORTACABINS</b>	:	2 temporary units which may (subject to compliance with clause 2.8 below) be erected on the Premises by the Tenant
<b>TERM START DATE</b>	:	15 <sup>th</sup> June 2011
<b>TERM</b>	:	10 years from and including the Term Start Date and to and including the Term End Date
<b>TERM END DATE</b>	:	
<b>YEARLY RENT</b>	:	£19,000.00
<b>RENT DAYS</b>	:	25 March, 24 June, 29 September and 25 December
<b>RENT START DATE</b>	:	<del>[6 weeks after the Term Start Date]</del> 27 <sup>th</sup> July 2011 <span style="float: right;"><i>wifly</i></span>
<b>RENT REVIEW DATE</b>	:	every fifth anniversary of the Term Start Date
<b>AGREED USE</b>	:	Vehicle parking in relation to the Tenant's courier business
<b>DEPOSIT</b>	:	£9,500.00
<b>THE SURVEYOR</b>	:	the Landlord's accounts surveyor or such other person the Landlord may appoint for this purpose
<b>INTEREST RATE</b>	:	4% above the base lending rate of Royal Bank of Scotland plc or such other bank as the Landlord from time to time nominates

<b>COSTS CONTRIBUTION</b>	:	£700 plus value added tax
<b>ACCESS AGREEMENT</b>	:	any access agreement (as defined in subsection 83(1) Railways Act 1993) or agreement collateral to an access agreement to which (in either case) the Landlord or the Tenant or both are party
<b>SCHEDULES</b>	:	<p>The following schedules are incorporated in this lease:</p> <ul style="list-style-type: none"> <li>▪ First Schedule - Further rights excepted and reserved to the Landlord and all persons permitted or authorised by them</li> <li>▪ Second Schedule - Rights and Easement Granted</li> <li>▪ Third Schedule - Advertisements and Signs Standards</li> <li>▪ Fourth Schedule - Additional Covenants by the Tenant and Conditions</li> <li>▪ Fifth Schedule - Premises</li> <li>▪ Sixth Schedule - Rent Deposit</li> <li>▪ Seventh Schedule - Tenant's Works</li> </ul>

**AN AGREEMENT** made the                      day of                      Two Thousand and Eleven between the Landlord and the Tenant WHEREBY the Landlord lets and the Tenant takes the Premises excepting and reserving to the Landlord and all those persons permitted or authorised by them as provided in the First Schedule and together with the rights set out in the Second Schedule **TO HOLD** on a tenancy for the Term at the Yearly Rent subject to all rights covenants and restrictions affecting the Premises and upon the terms and conditions hereinafter contained.

## **Tenant's Covenants**

### **1.     Payments**

The tenant hereby covenants with the Landlord to pay to the Landlord (on demand unless otherwise specified in this Lease) without deduction or set off:

- 1.1     the Yearly Rent together with any VAT due thereon by direct debit or standing order (if required by the Landlord) in advance by four equal payments on the Rent Days in every year the first payment or proportionate payment of Yearly Rent to become due and to be paid on the Rent Start Date and if the Term ends on a date other than a Rent Day the Tenant is to make on the last Rent Day a proportionate payment up to the end of the Term
- 1.2     the cost of all water gas electricity and other services used on the Premises during the existence of this Lease, and in the event that any water gas electricity and other services being supplied to the Premises via an initial supply made to the Landlord the Tenant shall pay a fair sum to be determined conclusively by the Landlord acting reasonably
- 1.3     the cost of any works to the Premises which the Landlord does because the Tenant defaults
- 1.4     on or before the date of this Lease the Costs Contribution in respect of the Landlord's costs in the preparation and completion of this Lease
- 1.5     on or before the date of this Lease the Deposit which shall be held in accordance with the Rent Deposit Schedule
- 1.6     All costs and expenses of the Landlord (including solicitors and other professionals' costs and expenses) incurred during or after the Term in connection with incidental to or in contemplation of:
  - 1.6.1     dealing with any application by the Tenant for a consent or approval (whether or not it is given) and supervising any approved works
  - 1.6.2     preparing and serving a notice of breach of the Tenant's obligations (under s146 Law of Property Act 1925) even if forfeiture of this Lease is avoided without a court order
  - 1.6.3     preparing and serving notices and schedules relating to lack of repair to the Premises and agreeing and supervising the works needed to remedy such lack of repair
  - 1.6.4     the recovery of sums due under this Lease including the levy or attempted levy of distress



1.6.5 the enforcement of the Tenants covenants and obligations of this Lease

1.6.6 preparing and serving a statutory demand

1.7 To promptly pay all rates taxes charges assessments duties and outgoings whatsoever which now or during this tenancy shall be assessed charged or imposed upon the Premises and/or Portacabins or payable either by Landlord or Tenant in respect thereof or a fair proportion of the same where payable in respect of the Premises and/or the Portacabins or together with other land PROVIDED THAT if, after the end of the Term the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

1.8 All sums payable by the Tenant under this tenancy are exclusive of any value added tax which may be chargeable. The Tenant shall pay value added tax in respect of all taxable supplies made to it in connection with this tenancy on the due date. Every obligation on the Tenant in connection with this tenancy to pay or indemnify the Landlord any money or against any liability includes an obligation to pay or indemnify against value added tax chargeable in respect of it.

1.9 In the event of the said quarterly payments of the Yearly Rent remaining unpaid when due or any additional rent or any part thereof or any other sums hereunder payable to the Landlord remaining unpaid for seven days after the same shall have become due the Tenant shall (if so required by the Landlord) pay interest thereon to the Landlord (without prejudice to any other right or remedy then subsisting or available to the Landlord hereunder in respect of any breach or non-observance of this or any other covenant or obligation on the part of the Tenant herein contained) at the Interest Rate on the amount outstanding of such rents or other sums as aforesaid from the date on which the same became payable until the actual date of payment thereof to the Landlord and so payable to the Landlord without any deduction save as authorised by statute.

## 2. Condition

The Tenant shall comply at their own expense with the following duties in relation to the Premises:-

2.1 At all times during the Term to put maintain and keep the Premises and Portacabins in good and tenantable repair and condition and properly painted to the reasonable satisfaction of the Landlord and to maintain in like manner all boundary walls fences and gates appurtenant to the Premises and at the end of the Term (howsoever it shall end) to deliver up the Premises to the Landlord leaving it clean and tidy in accordance with this Lease

2.2 To clean the inside and outside of all windows of the Portacabins and Premises as often as is necessary.

2.3 The Tenant is to clean the interior and exterior of the Portacabins and Premises as often as occasion shall require.

- 2.4 Not to place or keep any refuse outside the Premises save for at any designated collection times (if any) when suitably wrapped refuse may be placed outside the Premises for collection (provided that the refuse must be in clear bags and shall not obstruct any access ways).
- 2.5 Not to allow refuse to accumulate around, in front of or behind the Premises and to remove all such refuse and keep the Premises in a tidy condition to the satisfaction of the Landlord.
- 2.6 To make its own arrangements at its own cost to dispose of all rubbish and refuse from the Premises using its own contractor. If required by the Landlord, the Tenant must use its own lockable bins and the Landlord or the police may remove the Tenant's bins if they are not locked or are deemed to be a security risk in any way.
- 2.7 The Tenant shall ensure that the Premises and Portacabins present an appropriate standard of presentation (to the satisfaction of the Landlord) when viewed from other parts of the Landlord's Property.
- 2.8 No alterations are to be made or other works carried out to on or at the Premises (including the erection of the Portacabins, the installation of services or the erection of any other buildings or other structures or aerials or other attachments and the alteration or installation of electrical or other services) without the previous written consent of the Landlord and his approval of the plans and specifications to a timetable and programme approved by the Landlord and using suitably qualified contractors approved by the Landlord (which may include each contractor undertaking training/certification in respect of health and safety procedures)
- 2.9 To execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any present or future legislation, or the requirements of any government department, local authority or any other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner, the Landlord, the occupier, or any other person
- 2.10 In respect of any works (including any repairs) carried out at the Premises the Tenant shall:
  - 2.10.1 comply with its obligations under the Construction (Design and Management) Regulations 2007 ("CDM Regulations"), including without limitation all requirements in relation to the provision and maintenance of a health and safety file
  - 2.10.2 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations as mentioned above
  - 2.10.3 permit the Landlord and the Landlord to inspect the health and safety file and to provide a copy of the file when requested from time to time
  - 2.10.4 deliver the health and safety file to the Landlord on expiry of the Term

### 3. Insurance

- 3.1 The Tenant shall pay to the Landlord on demand a fair proportion (as stipulated from time to time by the Landlord) any amount the Landlord might expend in respect of effecting or maintaining insurance of the Station (excluding the Premises, the Tenant's fixtures and fittings, plate glass and stock) against loss or damage by fire and such other risks as the Landlord may reasonably consider necessary to insure against (to the extent that these are normally insurable in respect of railway premises on reasonable commercial terms acceptable to the Landlord and subject to such exclusions, excesses, limitations, terms and conditions as may be contained in the policy taken out by the Landlord) in a sum equal to the Landlord's opinion of the full cost of reinstatement (including architects surveyors legal consultants and other professionals' fees and expenses and the cost of removing all debris from the Station, site clearance and other reasonable and proper incidental expenses)
- 3.2 The Tenant shall comply at all times with the conditions, requirements and recommendations of the insurers and of the Landlord and shall not do or suffer or omit anything which would or may be likely to increase the risk of damage by any of the insured risks.
- 3.3 The Tenant shall effect sufficient insurance in respect of occupiers and third party liability and shall produce to the Landlord the policy and premium receipts but shall not effect any other insurance on the Premises or the Station (subject to clause 3.5 and 3.6 below) without the prior written consent of the Landlord and if, despite this restriction, the Tenant shall become entitled to any such insurance monies, the Tenant shall cause all money paid under such insurance to be applied in making good the loss or damage in respect of which it was paid.
- 3.4 If the Tenant shall become entitled to any insurance money in respect of the Premises (including any occupiers and third party liability risks) then the Tenant shall apply this to the claim, demand or liability in relation to which it shall have been received and in respect of any indemnity for such risks given by the Tenant to the Landlord under this Lease
- 3.5 The Tenant shall be responsible for insuring doors, windows, plate glass, roller shutters, and all the Tenant's fixtures fittings contents and stock within the Premises
- 3.6 To insure and indemnify the Landlord against any claim made under the provisions of the Defective Premises Act 1972
- 3.7 The Tenant shall not and shall not allow or permit or suffer to be brought onto or done or omitted to be done at the Station anything which it is aware or it ought reasonably to be aware would or may:-
- 3.7.1 wholly or partly invalidate any insurance of the Station or any adjacent premises or
- 3.7.2 increase the premium payable for that insurance or

- 3.7.3 render wholly or partly irrecoverable the monies which otherwise would have been payable under that insurance
- 3.8 Notwithstanding clause 3.7 above Tenant shall forthwith pay to the Landlord the amount of any increase in premium and any irrecoverable insurance monies arising from an act or omission of the Tenant or any person on or using the Premises
- 3.9 On any claim the Tenant shall be responsible for making provision out of its own resources the amount of the excess on any insurance policy insofar as it relates to the Premises
- 3.10 The Tenant shall give the Landlord immediate notice of the occurrence of any damage or loss relating to the Premises and the Station by any cause whatsoever and of any other event which ought reasonably to be brought to the attention of the insurers
- 3.11 The Tenant shall give notice to the Landlord immediately on the happening of any event or thing which might affect any insurance policy relating to the Premises or the Station
- 3.12 If, at the end of 6 months from the date of damage, or destruction, the Premises are still not fit for the Tenant's occupation and use, the Landlord may by notice served at any time after that date give the Tenant notice that the Lease is to terminate and upon service of such notice the Term shall cease absolutely but without prejudice to any rights which may have accrued and all money received in respect of the insurance effected by or procured by the Landlord shall belong to the Landlord absolutely

#### 4. Use

The Tenant shall comply with the following requirements as to use of the Premises and Portacabins and is not to authorise or allow anyone else to contravene them:

- 4.1 Not to use the Premises or Portacabins or any part of them other than for the Agreed Use.
- 4.2 Not to do or suffer to be done in or upon the Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or their tenants or the occupiers or users of the Property of the Landlord, any of the adjoining premises or the neighbourhood and not to place or keep or permit to be placed or kept in or upon the Premises or the Portacabins any material or thing which may be of an explosive combustible or dangerous nature.
- 4.3 Not to install or use or permit to be installed or used on the Premises or any electrical or electronic apparatus or equipment of any kind without first obtaining Landlords consent. Such consent will be refused for such equipment or apparatus which is likely in the sole opinion of the Landlord to cause interference with any apparatus or equipment (including without limitation signalling used by the Landlord) in connection with the operation of the Docklands Light Railway.

- 4.4 To observe such rules and regulations as the Landlord may from time to time stipulate in the interests of the safety or good estate management of the property of the Landlord or in order to ensure that there is no contravention by the Landlord of its obligations in the running of the railway.
- 4.5 Not to encroach onto or use any other parts of the property of the Landlord or neighbouring land
- 4.6 To provide and keep in proper working order such fire extinguishers and/or other fire prevention, detection and fighting machinery and equipment and fire alarms and in such positions as the Landlord shall consider necessary in the interests of safety and:
  - 4.6.1 at the Tenant's own expense to comply with such regulations and requirements as the Landlord the insurers of the Premises or relevant laws shall from time to time prescribe to lessen the risk of fire and for related safety and
  - 4.6.2 to permit the Landlord to enter on the Premises at all reasonable times and in case of emergency at any time for the purpose of inspecting and/or testing the extinguishers and equipment

## 5. Covenants

The Tenant shall comply with the Third and Fourth Schedules hereto.

## 6. Access

The Tenant shall give the Landlord and persons authorised by the Landlord access to the Premises for the purposes of:

- 6.1 inspecting the condition of the Premises or how they are being used
- 6.2 exercising the rights retained by the Landlord
- 6.3 carrying out at the expense of the Tenant any works for which the Tenant is liable if the Tenant defaults
- 6.4 fixing notices on the Premises advertising them for sale or (once notice to determine the Term has been given) for letting
- 6.5 viewing the Premises as a prospective buyer or (once notice to determine the Term has been given) as a prospective tenant
- 6.6 inspecting repairing maintaining and altering neighbouring premises
- 6.7 complying with any statutory obligation or any other obligation imposed by a law or bylaw
- 6.8 complying with any requirement or provisions of its title or other obligations relating to the property of the Landlord

## 7. Indemnities

7.1 No liability shall attach to the Landlord and the Tenant shall make no claim or demand against the Landlord or its employees or agents in respect of any damage loss claim demand injury or inconvenience which may be suffered or incurred by the Tenant at or in any way relating to the Premises and/or the Portacabins, or their use or occupation by the Tenant and without prejudice to the foregoing the Tenant shall indemnify and keep indemnified the Landlord against all damage losses claims proceedings demands liabilities costs damages orders and out of pocket expenses (including without limitation costs reasonably incurred in investigating or defending any claim proceedings demand or order and any expenses reasonably incurred in preventing avoiding or mitigating loss liability or damage):

7.1.1 which are suffered or incurred by the Landlord as a result of or in connection with or otherwise arise under or out of any one or more or all of:

7.1.1.1 this Lease or

7.1.1.2 any Access Agreement (whether or not the Landlord is party to it) or

7.1.1.3 any action or claim by any third party

which in each case are suffered or incurred by the Landlord or otherwise arise as a result of or in connection with any one or more or all of the following:

7.1.2 any breach or non-performance or non-observance by the Tenant of any of the covenants or provisions of this Lease or of any matters to which this demise is subject or

7.1.3 any occupation or use of or inability to occupy or use the Premises by the Tenant whether for the Agreed Use or otherwise or

7.1.4 any actual or alleged act or omission (whether or not negligent or a breach of covenant under this Lease) by the Tenant or its employees or agents at or within the Premises or the Portacabins whether in the course of the Agreed Use or otherwise

irrespective of whether they also arise directly or indirectly as a result of or in connection with any actual or alleged act or omission (whether or not negligent or a breach of covenant under this Lease) by the Landlord or its employees or agents at or within the Premises, or the Portacabins.

7.2 Not to make any claim or demand whatsoever on the Landlord their servants or agents in respect of any damage loss injury or any inconvenience which may be suffered by the Tenant in consequence of the exercise by the Landlord on their adjoining or neighbouring land of their undertaking without negligence.

## 8. Quiet Enjoyment



Subject to the Tenant paying the Yearly Rent, and other sums reserved by and observing and performing the obligations on the part of the Tenant contained or incorporated in this Lease the Tenant may peaceably and quietly enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Landlord or any person or persons lawfully or equitably claiming under or in trust for it Provided That neither the proper carrying on by the Landlord of its undertakings in exercise of its rights and obligations under any Access Agreement to which it is party nor any permission properly given by the Landlord for any other person to use railway facilities (other than the Premises) nor the proper exercise by any person of any right given to the Landlord by this Lease shall constitute a breach of this covenant nor be in derogation of the Landlord's grant

### Rent Review

9. This Clause shall apply if the Particulars include one or more Rent Review Dates

9.1 At any time the Landlord may serve on the Tenant a notice in writing (a "Rent Notice") providing for the increase of the Yearly Rent payable under this Lease as from the relevant Rent Review Date to an amount specified in the Rent Notice, which amount shall be the greatest of either:

9.1.1 the Yearly Rent payable to the Landlord at the rate applicable immediately prior to the relevant Rent Review Date;

or

9.1.2 the rent at which the Premises might reasonably be expected to be let in the open market without premium as between a willing landlord and willing tenant as at the date of the Rent Notice or (if the Rent Notice shall not have been served before the relevant Rent Review Date then as at the relevant Rent Review Date having regard to the terms of this Lease other than those relating to the Yearly Rent (although including the provisions for review of the Yearly Rent) and on the assumptions set out in paragraph 9.1.2.1 below but disregarding the matters set out in paragraph 9.1.2.2 below, and

9.1.2.1 the assumptions to be made are that:

- (a) no work has been carried out to the Premises by the Tenant or any subtenant or their respective predecessors in title during the Term which has diminished the rental value of the Premises; and
- (b) the Tenant's covenants in this Lease have been fully performed and observed; and
- (c) if the Premises have been destroyed or damaged, they have been restored; and
- (d) that no capital inducement is to be made to the incoming tenant and that any rent free period shall have expired which in either case would reasonably have been afforded to an incoming tenant for fitting out and taking up occupation;

- (e) That the term of the hypothetical lease is equal in length to the Term and that such term begins on the Rent Review Date
- (f) That the Agreed Use of the hypothetical lease is storage use

**but**

9.1.2.2 the matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any permitted subtenant or their respective predecessors in title have been in occupation of the Premises or any part of them; and
- (b) any goodwill attached to the Premises since the commencement of the Term granted by reason of the carrying on there of the business of the Tenant; and
- (c) any increase in rental value of the Premises attributable at the relevant Rent Review Date to any improvement to the Premises or any part of them carried out with all necessary consents (where required) by the Tenant otherwise than in pursuance of an obligation to the Landlord or its predecessors in title;

9.2 Time is not of the essence for the purposes of service of the Rent Notice (and for the avoidance of doubt a Rent Notice can be served after the relevant Rent Review Date).

9.3 The Landlord in the Rent Notice shall state that the amount specified in it has been ascertained or calculated on the basis of paragraphs 9.1.1 or 9.1.2 above as the case may be or subject to paragraph 9.4 below (where applicable).

9.4 If the Rent Notice shall state that the increase in the rent has been ascertained on the basis of paragraph 9.1.2 above, then the following provisions shall have effect.

9.4.1 Within one month after the receipt of the Rent Notice the Tenant may serve on the Landlord a counter-notice requiring the Landlord to negotiate with the Tenant the amount of the Yearly Rent to be paid as from the relevant Rent Review Date (and for the avoidance of doubt time is of the essence for the service of the counter-notice).

9.4.2 If the Tenant shall serve on the Landlord a counter-notice calling upon the Landlord to negotiate with it then the Landlord and the Tenant shall forthwith consult together and use their best endeavours to reach agreement as to the amount of the Yearly Rent to be paid as from the relevant Rent Review Date.



- 9.4.3 Any agreed increase in the Yearly Rent is to take effect on the relevant Rent Review Date regardless of whether that date has passed at the time the reviewed Yearly Rent is agreed.
- 9.4.4 Failing agreement within one month after service of such counter-notice (or within such extended period as the Landlord and the Tenant shall agree) the question of whether any and if so what increase ought to be made in the Yearly Rent payable as from the relevant Rent Review Date may be referred by either party to an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The "President" is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf. The independent valuer shall be an Associate or Fellow of the Royal Institution of Chartered Surveyors, and shall be referred to in this clause as "the Valuer".
- 9.4.5 The Valuer shall act as an expert and not an arbitrator.
- 9.4.6 The Valuer shall give the Landlord and the Tenant an opportunity to make written representations to the surveyor and to make written counter-representations commenting on the representations of the other party to the Valuer.
- 9.4.7 If the Valuer dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the surveyor and clause 9.4.4 shall then apply in relation to the appointment of a replacement.
- 9.4.8 The fees and expenses of the Valuer and the costs of the Valuer's appointment and any Counsel's fees incurred by the Valuer shall be payable by the Landlord and the Tenant in the proportions that the Valuer directs, or if the Valuer makes no direction, then equally. If the Tenant does not pay its part of the Valuer's fees and expenses within ten working days after demand by the Valuer, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 9.4.9 On any such reference, the Valuer shall decide the question referred to him by determining a rent on each of the two alternatives as set out in paragraphs 9.1.1 and 9.1.2 above and whichever is the greatest shall be the Yearly Rent payable with effect from the relevant Rent Review Date.
- 9.5 If the Yearly Rent shall be increased by agreement or by the independent valuer the Tenant will as from the relevant Rent Review Date pay the increased Yearly Rent at the times and in the manner prescribed by this Lease.
- 9.6 Whenever the Yearly Rent shall have so increased, memoranda recording this shall be signed by or on behalf of the Landlord and the Tenant and attached to this Lease and its counterpart and each party is to pay its own costs in this respect.

- 9.7 If a Rent Notice has not been served by the relevant Rent Review Date or following referral of a disputed Rent Notice to a Valuer the reviewed Yearly Rent has not been determined by the relevant Rent Review Date, (the date of the Rent Notice or determination, as appropriate, being called the "Determination Date"), then:
- 9.7.1 in respect of the period beginning with the relevant Rent Review Date and ending on the Determination Date (the "Interim Period"), the Tenant shall pay to the Landlord a sum in lieu of the Yearly Rent, such sum being equal to the Yearly Rent at the rate applicable immediately before the relevant Rent Review Date; and
- 9.7.2 forthwith following the Determination Date, the Tenant shall pay to the Landlord:
- 9.7.2.1 the amount by which the agreed or determined Yearly Rent exceeds the sum paid in lieu of the Yearly Rent during the Interim Period (apportioned on a daily basis); and
- 9.7.2.2 interest on any amount referred to in clause 9.7.2.1 at 2% below the Interest Rate, such interest to be calculated on the amount of the shortfall on a day-to-day basis from the date on which it would have been payable if the revised Yearly Rent had been agreed or determined at the relevant Rent Review Date to the date of actual payment.
- 9.8 In the event that the sums referred to in clause 9.7 are not paid within 10 working days, interest at four per centum above the Interest Rate shall be payable on the shortfall for the ensuing period until the actual date of payment of such sums to the Landlord.
- 9.9 No guarantor shall have any right to participate in the review of the Yearly Rent.

## 10. Provisos

Provided always and it is hereby agreed that:

- 10.1 In the event of the Tenant failing to comply with any covenant or condition in this tenancy the Landlord may execute all repairs and works for which the Tenant is liable (or take such other action as shall be necessary to remedy the Tenant's failure) and the expense of carrying out such work shall be repaid by the Tenant to the Landlord on demand, together with interest at the Interest Rate from the date of payment by the Landlord.
- 10.2 The tenancy hereby created may be determined:
- 10.2.1 by the Landlord giving to the Tenant not less than six months' previous notice in writing expiring at any time
- 10.2.2 by the Landlord giving to the Tenant twenty eight days notice in writing to expire at any time if the Landlord or the Minister or Board in charge of a Government department urgently requires the Premises or any part thereof for carrying out of repairs (whether on the

Premises or elsewhere) in connection with the proper operation of the Landlord's undertaking

- 10.3 If at the date on which the Tenant is to quit the Premises they have been occupied for a period of less than five years immediately preceding that date for the purposes of the business carried on by the Tenant the right to compensation conferred by Sections 37 and 59 of the Landlord and Tenant Act 1954 shall be wholly excluded.
- 10.4 If any rents or other payments due under this tenancy or any part thereof shall be unpaid for 21 days after the date whereon the same ought to be paid (whether the same shall or shall not have been legally demanded) or if there shall be a breach or non-observance by the Tenant of any of the agreements conditions covenants or provisions herein contained or if the Tenant (or any one of them) shall become bankrupt or compound with his creditors or shall enter into liquidation whether compulsory or voluntary (except for the purposes of amalgamation or reconstruction) or an administration order is made or a receiver or administrative receiver is appointed in respect of the Tenant or if they die or become of unsound mind then and in any such case the tenancy hereby created shall thereupon cease and it shall be lawful for the Landlord by their agents or servants to re-enter upon and take possession of the Premises.

11. Other matters

- 11.1 Any notice in writing that under the terms hereof is to be given to the Landlord shall be deemed effectively served if sent through the post by recorded delivery service in a letter addressed to the Landlord at:
- PO Box 154, Castor Lane, Poplar, London, E14 0DS marked for the attention of the Company Secretary
- Or upon such other person as the Landlord may from time to time appoint for that purpose.
- 11.2 Any notice in writing that is to be given by the Landlord to the Tenant shall be deemed effectively served if sent through the post by recorded delivery service in a letter addressed to the Tenant at his last known place of business or abode in the United Kingdom or at his registered office as applicable notwithstanding any notification of non-delivery.
- 11.3 The receipt of rents on the part of the Landlord shall in itself not be and shall not be deemed to be a waiver of any of the agreements, conditions or provisions herein contained and on the part of the Tenant to be observed and performed.
- 11.4 Wherever the Tenant is more than one person or company their obligations can be enforced against all of them jointly and against each individually
- 11.5 The Landlord may treat all sums due under this Lease as though they were rent in arrears and so recoverable by distress or other legal process

- 11.6 The Tenant shall not acquire any easement right or privilege which might restrict or affect the rebuilding alteration or development of the property of the Landlord or any other premises and the Tenant shall not be entitled to compensation for any damage or disturbance caused by or suffered through any such works
- 11.7 The Landlord does not warrant that the Premises will generate a particular amount or nature of business for the Tenant.
- 11.8 The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease
- 11.9 This Lease shall be governed by and construed in accordance with the law of England and Wales and the Landlord, the Tenant and any guarantor irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Lease or the legal relationships established by it
- 11.10 The reservations in this Lease may be exercised by the Landlord or by anyone else who becomes entitled to exercise them and by anyone authorised by the Landlord. The Tenant shall allow all those entitled to exercise any right to enter the Premises to do so with their workers, contractors, agents and professional advisors. Any reference to any rights or obligations of the Landlord may be exercised by the Surveyor acting on behalf of the Landlord
- 11.11 The tenancy hereby created incorporates the provisions contained in the Schedules hereto
12. The Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 ("**1954 Act**") are excluded in relation to the tenancy created by this Lease; and
- 12.1 The notice pursuant to section 38A(3) of the 1954 Act was served on the Tenant on *26<sup>th</sup> May* 2011 and a declaration pursuant to paragraph 3 (or a statutory declaration pursuant to paragraph 4) of Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("**2003 Order**") was made by the Tenant on *3<sup>rd</sup> June* 2011
- 12.2 The Tenant confirms that the declaration was made by a person duly authorised by the Tenant
13. No term of this Lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists apart from that Act.
14. For the avoidance of doubt, the Portacabins are an alteration which must be removed at the end of the Term and the Tenant must make good the Premises to the satisfaction of the Landlord after such removal.

## **FIRST SCHEDULE**

(Further rights excepted and reserved to the Landlord and all persons permitted or authorised by them)

- (i) The right at all reasonable times or in case of emergency at any time to enter the Premises with or without necessary plant machinery equipment or materials of any necessary and reasonable description for the purpose of inspecting testing repairing renewing or demolishing any adjoining property of the Landlord (which expression shall include though without prejudice to the generality of the foregoing any building within which the Premises is situated) and of exercising the rights reserved to the Landlord in this tenancy and which require entry into the Premises.
- (ii) The power and liberty at any time hereafter to stop up or otherwise affect any rights of way rights of light or other easements or privileges whether now in existence or not which the Tenant may at any time during the Term be using or enjoying (other than by virtue of the express provisions of this tenancy or of any grant of licence in writing from the Landlord) over any adjoining land as appurtenant incident or belonging to the Premises including but without prejudice to the generality of the foregoing the right to construct scaffolding and all other works and machinery relating to the inspection testing maintenance repair or renewal of the Landlord's railway over part of the Premises.
- (iii) Full right and liberty from time to time to use their adjoining and neighbouring lands in such manner as they may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the Premises may be thereby affected.
- (iv) The right at all reasonable times to install have use maintain and renew for so long as the Landlord shall require or remove (as the case may be) service media in or bounding the Premises.
- (v) The Tenant shall afford access at all reasonable times to the Landlord's authorised representatives for the purpose of inspecting and testing such appliances and where appropriate for the purpose of reading any meters
- (vi) The Landlord and others authorised by them reserve the right during the Term to:
  - a. fix construct place maintain and use over or under the Premises such sewers drains water courses or pipes which may be necessary or convenient.
  - b. to erect fix maintain and use on over or under the Premises any poles wires or cables which may be necessary or convenient and to attach the same to any part of the Premises.
  - c. to carry out (whether on or from the Premises) any works which may in the opinion of the Landlord be necessary for the proper operation of the Landlord's undertaking.

- d. the right for the Landlord to construct under or over the Premises such other works and appliances as the Landlord may deem necessary for the purposes of its undertaking PROVIDED THAT the Landlord shall in the exercise of the rights set out in this Schedule make good at its own cost any damage caused to the Premises or the Tenants goods therein arising through the default of the Landlord in this respect.

(iv) The Landlord retains:

- a. all parts of the property owned by the Landlord not included in the Premises
- b. any works and equipment used by the Landlord
- c. all rights of advertisement on the Premises and revenue from these rights
- d. all rights of light, air support and protection to the extent that those rights are capable of being enjoyed at any time during the Term

and the Tenant shall not make any claim or demand whatsoever on the Landlord or their servants or agents in respect of any damage loss injury or inconvenience which may be suffered by the Tenant in consequence of the exercise by the Landlord of these reservations or their undertaking



**SECOND SCHEDULE**  
**(Rights and Easement Granted)**

Insofar as the Landlord is able to grant the same the Tenant shall have the benefit of the rights contained in this Schedule and FURTHER the Landlord is not liable to the Tenant for any breach of its obligations under this Schedule where the breach was caused by something beyond its control provided it takes reasonable steps to remedy the breach AND FURTHER the Tenant shall in the exercise of the rights set out in this Schedule use its reasonable endeavours to ensure that the minimum interference reasonably possible is occasioned to the Landlord, the property of the Landlord and other users of the same.

(A) Services

(i) If such services are connected to the Premises at any time during the Term (and on the proviso that the Landlord is under no obligation to provide such services), the right to the passage of electricity to the Premises via the cables and wires serving the same in the Landlord's neighbouring premises, provided that the Landlord may at any time divert or alter such cables and wires

(ii) The Tenant shall comply with all requirements and regulations of the electricity supply authority as to the electrical installation in the Premises and is not to use any apparatus which might be expected to overload the electrical installation in the Premises

(iii) The Tenant shall maintain all appliances and associated wiring and works in good and safe condition to the reasonable satisfaction of the Landlord and shall not make any alteration thereto except with the written approval of the Landlord and to his reasonable satisfaction

(iv) The Tenant shall be responsible for payment to the Landlord from time to time on demand for electricity water or other services as aforesaid supplied to the Premises and shall also be required to install and maintain to the satisfaction of the Landlord (at the Tenant's own expense) suitable meters for measuring such services provided that the Landlord shall not be responsible for any interruption or insufficiency or failure of any supply of any services as aforesaid occurring for any reason.

(B) Rights to Install Portacabins

The right for the Tenant to place 2 Portacabins on the Premises, provided always that clause 2.8 is complied with and the style and design of the Portacabins shall be approved in writing by the Landlord prior to placing them on the Premises and the parties acknowledge that the Portacabins shall at all times remain the Tenant's sole property and responsibility.

### **THIRD SCHEDULE**

#### **(Advertisements and Signs Standards)**

1. That no external signs shall be erected on the Premises other than a sign previously approved by the Landlord (both as to the size content and design) containing the name of the Tenant and logo only.
2. All signs erected with the prior permission of the Landlord including premises identification signs or those marking entrances/exits lavatories and other facilities must be maintained in working order and in clean condition and all illuminated signs must be maintained in a good working order and switched on during trading hours.
3. The Landlord in permitting the erection of any external signs will determine the quality of material used design colour branding content and style adopted method of fixing and position. The Landlord will also have the right at any time if the sign is erected to decide that the sign be renewed re-designed or withdrawn.
4. Promotional material displayed within the Premises must be removed as soon as it becomes out of date and the display of promotional material advertising and miscellaneous stickers on windows is not permitted.
5. The Tenant is to provide product signage of a good quality and the Landlord shall have the right to require the Tenant at any time to replace or withdraw signs which in the opinion of the Landlord detract from the level of service the Landlord wishes to see given to customers using the Premises
6. That at no time shall any commercial advertisements be placed within the Premises nor shall any product signage or branding or any of the Tenant's trade fixtures fittings or equipment be so designed so as to advertise a business offering land transport services in competition with the Landlord's railway whether such business is part of the same group of companies as the Tenant or otherwise associated with it or not.
7. The provisions of this Schedule do not apply to any signs affixed to the Premises or Portacabins where the provisions of a separate licence agreement between the Landlord and the Tenant is in place to govern and regulate such signs.
8. The Tenant shall not without the prior written consent of the Landlord allow any illuminated signage to be visible from outside the Premises. If any lighted sign or other illumination at the Premises shall at any time be found to cause confusion with the signals on the Landlord's railway or in any other way interfere with the Landlord's undertaking or to be likely to do so, then the Tenant shall upon written request by the Landlord forthwith cease or prevent its display, so as to avoid any such confusion or interference, notwithstanding that consent may previously have been given



## **FOURTH SCHEDULE**

### **(Additional Covenants by the Tenant and Conditions)**

1. Not to assign transfer charge underlet part with or share the possession or occupation of or grant any licence in respect of the whole or any part of the Premises save in accordance with this paragraph 1 and not to hold the Premises on trust for any person other than the Tenant
  - 1.1 The Tenant is entitled to assign the whole of the Premises with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) Provided That the Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
    - 1.1.1 a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:
      - 1.1.1.1 is in respect of all the tenant covenants of this lease
      - 1.1.1.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995
      - 1.1.1.3 imposes principal debtor liability on the assignor (and any former tenant)
      - 1.1.1.4 requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant, as the case may be to enter into a new tenancy for a term equal to the unexpired residue of the Term; and
      - 1.1.1.5 is otherwise in a form reasonably required by the Landlord
    - 1.1.2 a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord reasonably requires
  - 1.2 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Rents or other money due under this lease is outstanding
  - 1.3 Nothing in this paragraph 1 shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so
  - 1.4 The Tenant will give the Landlord's solicitors within four weeks written notice of any assignment mortgage devolution on death or bankruptcy of the Premises and a copy of every relevant document and pay a registration fee to

the Landlord's Solicitors of not less than Forty Pounds plus VAT per document

2. The Tenant shall co-operate with the contractors (if any) employed by the Landlord for the control of vermin and shall permit them entry at all reasonable times to the Premises and shall not interfere with any substances or equipment laid by them and if the Landlord shall at any time terminate such contracts and notify the Tenant accordingly until the Tenant receives further notice of alternative arrangements made by the Landlord the Tenant shall at its own cost make its own arrangements for the control of vermin.
3. The Tenant is not to install or use in or upon the Premises any machinery or apparatus which causes any undue noise or vibration which can be heard or felt in the remainder of the property owned by the Landlord or nearby premises.
4. To give notice to the Landlord as to the address and telephone number of the Tenant and/or members of its staff who hold keys to the Premises for contact in case of emergency at all times when the Premises are closed and to give notice of any change in the keyholders from time to time.
5. The Tenant is not to discharge into any of the pipes serving the Premises or any other property any oil grease or other deleterious or noxious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises.
6. The Tenant is not to carry out any alterations or additions to the Premises except those listed in the Tenant's Works Schedule.
7. The Tenant is not to play or use any musical instruments, loudspeaker, tape recorder, gramophone, wireless, television set or other equipment which produces music or speech in the Premises so that it can be heard in adjoining premises or outside the Premises. In the event of a dispute the Landlord's decision will be final.
8. The Tenant shall not obstruct the provision by a telecommunications licence holder of a telephone connection in the Premises to the national network.
9. The Tenant will be responsible for producing a fire evacuation plan in accordance with regulations from time to time in force. The Tenant will be required to pay any costs involved.
10. The Tenant shall at their own expense comply with any stipulations that may be made from time to time by the Landlord or any relevant authority to lessen the risk of fire.
11. The Tenant will comply with any requirements which may be properly made under any Act of Parliament or the by-laws and the regulations of any local or any authority in relation to the Premises or any works or alterations thereon and planning.
12. The Tenant is to give immediate notice to the Landlord of any defects or needs of repair or renewal which could result in the Landlord becoming liable to third

parties. The Landlord is to be indemnified against such liability and the Tenant is to insure against such liability to the Landlord's satisfaction.

13. No aerials or other attachments are to be erected upon the Premises without the previous written consent of the Landlord.
14. To comply with such additional obligations or restrictions relating to the Premises from time to time notified in writing by the Landlord to the Tenant such obligations or restrictions being notified if the Landlord considers it necessary so as to enable the Landlord to comply with the terms of any superior lease any statutory requirements and for the good management of the property of the Landlord.
15. The Tenant will be responsible for obtaining all necessary planning listed building and licensing consents. No approaches shall be made to the appropriate authorities without the Landlord's prior written approval.
16. The Tenant will comply with any instructions issued by the Landlord pursuant to security alerts and shall comply with all requirements of Transec or any similar or successor body.
17. Forthwith upon receipt of any notice or other communication affecting the Premises the Tenant shall send it or a copy of it to the Landlord and shall comply with it.
18. The Tenant shall not grant any right or licence over the Premises to any person. If any person makes or attempts to make any encroachment over the Premises or takes any action by which a right may be acquired over the Premises, the Tenant shall:
  - (a) Immediately give notice to the Landlord, and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or licence the continuation of that encroachment or action.
19. The Tenant shall not obstruct the flow of light or air to the Landlord's adjoining premises.
20. The Tenant shall not make any acknowledgement that the flow of light or air to the Premises or that the means of access to the Premises is enjoyed with the consent of any third party other than the Landlord.
21. If any person takes or threatens to taken any action to obstruct the flow of light or air to the Premises the Tenant shall:
  - (a) immediately notify the Landlord, and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.
22. Not to enter any agreement regulated by the Electronic Communications Code 2003 (as amended or re-enacted) in relation to the Premises.

23. The Premises are designated as smoke free in accordance with the Health Act 2006 (as in force at the date of this Lease and taking into account any amendment, extension, application or re-enactment made to it) and as such the Tenant must ensure that it or any employee customer or other visitor to the Premises does not smoke within the Premises
24. The Tenant shall be responsible for the cost of any damage caused to the property of the Landlord arising out of the Tenant's occupation of the Premises

**FIFTH SCHEDULE**  
**(Premises)**

"the Premises" comprise where the context so admits (for the purpose of obligation as well as grant):

- 1.1 The floor and finishes so that the lower limit of the Premises shall include such finishes but shall not extend to anything below them nor to the Excepted Premises described below.
- 1.2 The service media situate within and used or intended to be used exclusively for the purposes of the Premises; and
2. THERE ARE EXCLUDED "the Excepted Premises" namely:
  - 2.1 The structure and foundations of any structures on the Premises;
  - 2.2 Any air space above the Premises (or the Portacabins as appropriate) or any canopy or other structure above it.
  - 2.3 Any service media solely or jointly serving parts of the property of the Landlord which are not included in the Premises.
  - 2.4 All telecommunications apparatus within the extended definitions of Schedule 2 of the Telecommunications Act 1984 absolutely owned by Global Crossing (UK) Telecommunications Limited or any other telecommunications operator licensed under that Act and all other telecommunications apparatus within the extended definition in Schedule 2 of the Telecommunications Act 1984;
  - 2.5 Any item of equipment which is (from time to time) used exclusively for the purposes of the railway undertaking or function;
  - 2.6 Any item or equipment which from time to time form part of the railway infrastructure (as defined in the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (SINO599 2006)) for which the Landlord or any train operator is responsible as part of the safety certificate or authorisation as referred to in those regulations; all mines and minerals in or under the Premises and any right of support from mines and minerals.

## **SIXTH SCHEDULE**

### **(RENT DEPOSIT)**

To pay to the Landlord on or before the date hereof the Deposit by way of security for the payment of all sums payable by the Tenant and the observance and performance of all covenants by the Tenant pursuant to this Lease and any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations, covenants and conditions of the Tenant under the Lease (hereinafter called "the Tenant's Covenants") and the Tenant hereby covenants as follows:-

1. The Landlord shall be entitled to hold the Deposit on trust for the Tenant in accordance with this Schedule
2. No interest shall be released to the Tenant where the Lease is forfeited or disclaimed
3. If at any time during the Term the Tenant has not observed and performed the Tenant's Covenants either in whole or in part to the Landlord's satisfaction the Landlord shall be at liberty to apply and utilise the Deposit or any part of it to the making good of the Tenant's said breach or default without prejudice to the Landlord's other rights and remedies
4. If the Deposit shall be found to be insufficient to enable the Landlord to make good the breach by the Tenant then in that event the Tenant shall repay any additional amounts incurred by the Landlord in connection therewith on demand
5. If at any time the Deposit is utilised in part or in whole the Tenant shall on the Landlord's demand immediately pay to the Landlord a sum equal to the amount to which the Deposit has been utilised in order to keep the same to the sum stated in the Particulars
6. Where the Landlord serves notice in writing on the Tenant that the Landlord has made an election pursuant to Schedule 10 of the Value Added Tax Act 1994 in respect of the Premises, then the Tenant shall pay to the Landlord, within ten working days from, but not including, the date of the notice, such sums as shall be necessary to ensure that Value Added Tax is added to the Deposit amount at such rate as is applicable for the Term
7. Within 2 months of the end of the Term the Deposit or such part of it as shall be remaining shall be repaid to the Tenant subject to the rights of the Landlord to deduct from it any amount payable by the Tenant to the Landlord under the Tenant's Covenants or for any breach or default of the Tenant's Covenants (or anything representing money's worth for any such breach or default)

## SEVENTH SCHEDULE

### **(TENANT'S WORKS)**

1. Before the six week anniversary of the Term Start Date the Tenant shall:
  - 1.1 erect a suitable palisade fence to separate the railway arches adjoining the Premises from the Premises; and
  - 1.2 install suitable column protection around each viaduct support column on the Premises in the form of:
    - 1.2.1 8mm Marine ply or thicker up to a minimum height of 1800mm from the floor;
    - 1.2.2 internally braced with 50x75mm timber;
    - 1.2.3 painted in a contrasting colour scheme to achieve as high level of visibility as possible; and
    - 1.2.4 capped off at the top

throughout this Lease referred to as the **"Tenants Works"**. All such Tenants Works shall not begin without the prior written approval of the Landlord after the Tenant has submitted plans, method statements and risk assessments to the Landlord.
2. Any further works (including the installation of the Portacabins) shall be done with the prior written permission of the Landlord.
3. In any event the Portacabins shall not be placed under the railway arches or viaduct above the Premises.

AS WITNESS THE HAND OF THE LANDLORD AND THE TENANT THE DAY AND YEAR  
FIRST BEFORE WRITTEN.

**EXECUTED as a DEED by DOCKLANDS LIGHT RAILWAY LIMITED**  
(acting by the undersigned director)

Director

*David Keep*

in the presence of:

Witness: Signature

*[Signature]*

Name

*JAMES FRANKLIN*

Address

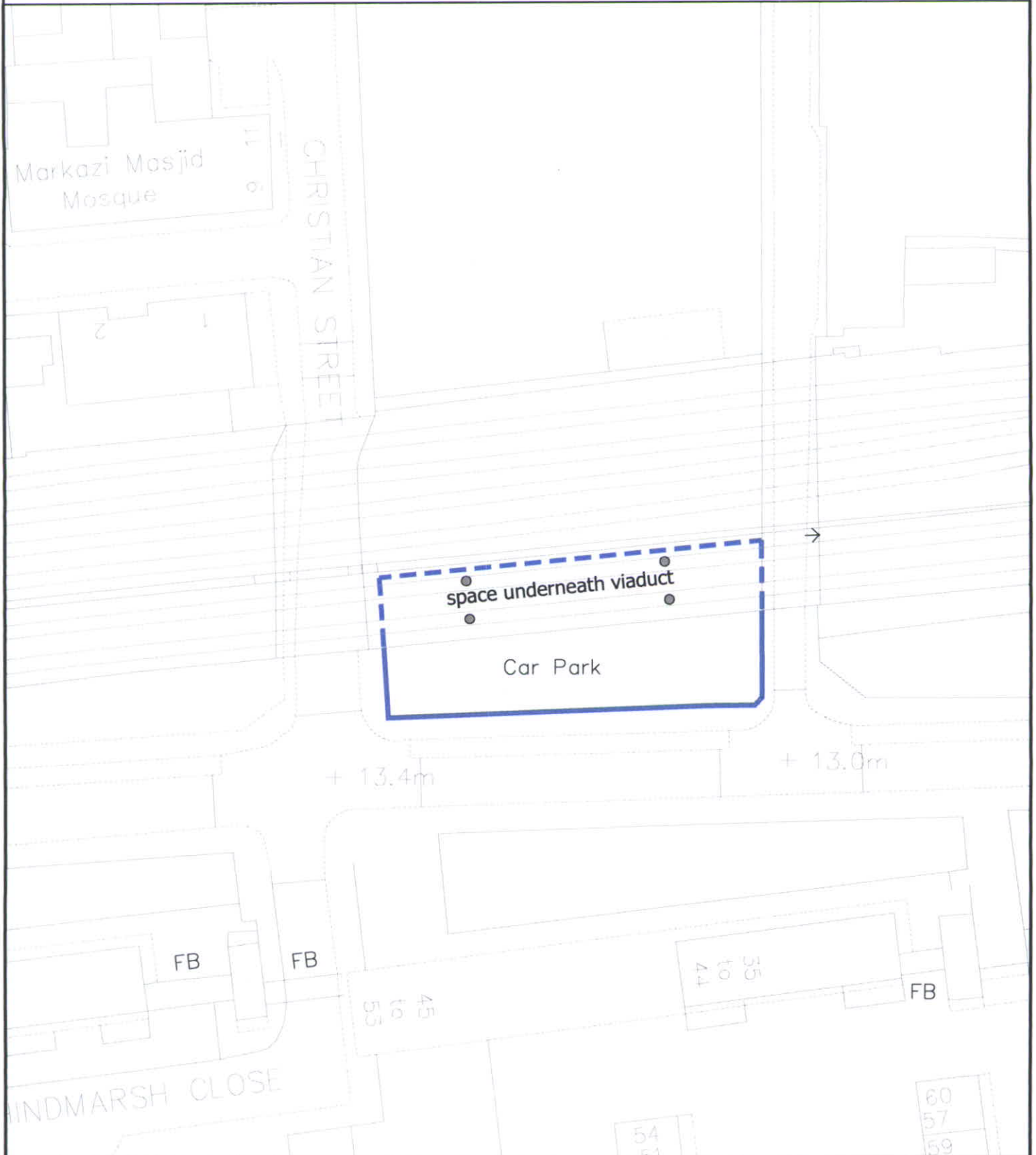
*Po Box 154, CASTLE LAKE,  
BOLTON E14 0DX*

Occupation

*Surveyor.*



# DOCKLANDS LIGHT RAILWAY



TITLE:

Docklands Light Railway Limited  
Lease Plan



PLAN

KEY:



Land Parcel of Interest

*David Keep*

Date: 04/11/10

Ref: N\CAD\West

Plan No: West067\_A

This map is reproduced from Ordnance Survey with permission Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. (GLA - 100032379) (2002).

Scale: 1:500

0m

20m

40m

