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DATED

25<sup>th</sup> June

2010

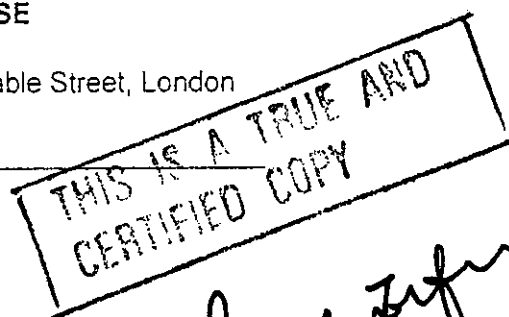
(1) DOCKLANDS LIGHT RAILWAY LIMITED

(2) DIRECT AUTO CLAIMS LIMITED



LEASE

Premises: Land at Cable Street, London  
E1



*David Zifur*  
17.07.2010  
SZ SOLICITORS  
10 Park Avenue, Southall  
Middlesex UB1 3AQ  
T: 02085711118 F: 02085745649

WRIGLEYS

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

25<sup>th</sup> June 2010

### **LR2. Title number(s)**

LR2.1 Landlord's title number(s) E 96 340 303 (57)

### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

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

#### **Tenant**

**DIRECT AUTO CLAIMS LIMITED** (company number 07261253) registered office 25 Cable Street, London E1 8NT (correspondence address 52 Kenmare Gardens, London N13 5DN)

#### **Other parties**

#### **Guarantor**

### **LR4. Property**

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

See the definition of "Premises" in the Particulars to this Lease

### **LR5. Prescribed statements etc.**

None.

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

R 10 years from 25<sup>th</sup> June 2010 to 31<sup>st</sup> October 2017

### **LR7. Premium**

None.

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

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

As contained in the Second Schedule to this Lease

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

As contained in the First Schedule and clause 6 of this Lease

**LR12. Estate rentcharge burdening the Property**

None.

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

None.

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

Not applicable

**LANDLORD** : **DOCKLANDS LIGHT RAILWAY LIMITED**  
(company number 2052677) registered office  
Operations and Maintenance Centre, PO Box  
154, Castor Lane, Poplar, London, E14 0DX

**TENANT** : **DIRECT AUTO CLAIMS LIMITED** (company  
number 07261253) registered office 25 Cable  
Street, London E1 8NT (correspondence  
address 52 Kenmare Gardens, London N13  
5DN)

**PREMISES** : the two pieces of land on the north side of Cable  
Street between Mill Yard and Back Church Lane,  
London E1 with the airspace partly covered by  
and within the Arches, as are shown edged red  
on the attached plan and more particularly  
described in the Fourth Schedule

**LANDLORD'S PROPERTY** : Any property that the Landlord has a freehold or  
leasehold interest in from time to time

**ARCHES** : the substance and structure of arches beneath  
the railway viaduct between Mill Yard and Back  
Church Lane off Cable Street

**TERM START DATE** : 25<sup>th</sup> June 2010

**TERM** : ~~10 (ten) years~~ from and including the Term Start  
Date and to and including the Term End Date (K)

**TERM END DATE** : 31 October 2017

**YEARLY RENT** : £13,000

**RENT DAYS** : 25 March, 24 June, 29 September and 25  
December

**RENT START DATE** : 25<sup>th</sup> June 2010

**RENT REVIEW DATE** : 1 November 2012

**AGREED USE** : as and for the storage from time to time of the  
Tenant's motor cars in connection with the  
Tenant's business

**DEPOSIT** : £6,500

**THE SURVEYOR** : such person as the Landlord may appoint for this  
purpose from time to time

**INTEREST RATE** : 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 - Advertisements and Signs Standards</li> <li>▪ Third Schedule - Additional Covenants by the Tenant and Conditions</li> <li>▪ Fourth Schedule - Premises</li> <li>▪ Fifth Schedule - Rent Deposit</li> <li>▪ Sixth Schedule - Code of Practice for Arches</li> </ul>

**AN AGREEMENT** made the 25<sup>th</sup> day of June Two Thousand and Ten between the Landlord and the Tenant WHEREBY the Landlord agrees to let and the Tenant agrees to take 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**

1.1 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:

1.1.1 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

1.1.2 a fair share (according to use as decided by the Landlord) of the cost of maintaining repairing and cleaning all roads drains services and other parts of the Landlord's Property used by the Premises and in respect of common services provided from time to time by the Landlord (if any) including (but not limited to) refuse collection and disposal

1.1.3 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

1.1.4 the cost of any works to the Premises which the Landlord does because the Tenant defaults

1.1.5 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

1.1.6 on or before the date of this Lease the Deposit which shall be held in accordance with the Rent Deposit Schedule

1.1.7 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:

1.1.7.1 dealing with any application by the Tenant for a consent or approval (whether or not it is given) and supervising any approved works

- 1.1.7.2 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
  - 1.1.7.3 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
- 1.1.8 the recovery of sums due under this Lease including the levy or attempted levy of distress
- 1.1.9 the enforcement of the Tenants covenants and obligations of this Lease
- 1.1.10 preparing and serving a statutory demand
- 1.2 The Tenant shall also 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 or payable either by Landlord or Tenant in respect thereof or a fair proportion of the same where payable in respect of the Premises 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.
- 1.3 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.
- 1.4 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 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 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 The Tenant shall at all times during the Term put maintain and keep the Premises 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) deliver up the Premises to the Landlord leaving it clean and tidy in accordance with this Lease.

- 2.2 The Tenant shall clean the inside and outside of all windows of the Premises (if any) as often as is necessary.
- 2.3 The Tenant shall clean the interior and exterior of the Premises as often as is necessary.
- 2.4 The Tenant shall keep cleansed by lime washing or other effective method the interior of the Arches to the satisfaction of the Landlord.
- 2.5 The Tenant shall not place or keep any refuse outside the Premises save for at any designated collection times 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 part of the Landlord's Property or access ways).
- 2.6 The Tenant shall not 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.
- 2.7 The Tenant shall 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.
- 2.8 The Tenant shall ensure that the Premises present an appropriate standard of presentation (to the satisfaction of the Landlord) when viewed from other parts of the Landlord's Property.
- 2.9 No alterations are to be made or other works carried out to on or at the Premises (including the erection of buildings or other structures or aials 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 program 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). Any such works shall be carried out to the Landlord's satisfaction.
- 2.10 The Tenant shall 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. For the avoidance of doubt any such works or arrangements shall not be made or carried out without the previous written consent of the Landlord in accordance with clause 2.9 above.
- 2.11 In respect of any works (including any repairs) carried out at the Premises the Tenant shall:

- 2.11.1 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
- 2.11.2 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlords obligations under the CDM Regulations as mentioned above
- 2.11.3 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
- 2.11.4 deliver the health and safety file to the Landlord on expiry of the Term
- 2.12 At the Tenant's own expense, at the request of the Landlord, the Tenant shall remove any cladding, false walls and ceilings, metal sheeting or other attachments now or later affixed in the Arches, to enable the Landlord to carry out periodic inspection and maintenance of the structure of the Arches

### 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) of any amount the Landlord might expend in respect of effecting or maintaining insurance of the Arches and Landlord's Property (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 Landlord's Property, 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 Landlord's Property (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 The Tenant shall 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 in the Premises or on the Landlord's Property 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 Landlord's Property 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, the Arches or the Landlord's Property 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, the Arches or the Landlord's Property

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 is not to authorise or allow anyone else to contravene them:

4.1 Not to use the Premises 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 Landlord's Property, 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 any material or thing which may be of an explosive combustible toxic or dangerous nature and not to place or permit to be placed in or upon any of the floors of the Premises such a weight of material whether of stock in trade or otherwise as shall by reason of the weight in anyway damage or injure the said floors or endanger the structural stability of the Premises or any part thereof.
- 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 the Landlord's 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 Arches or the Landlord's Property or in order to ensure that there is no contravention by the Landlord of its obligations under its title to the Landlord's Property
- 4.5 Not to encroach onto or use any other parts of the Landlord's Property 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
- 4.7 The Tenant is (if not already done), to promptly enclose and afterwards to keep enclosed the Arches and the Premises, and is not to cut into or injure the brickwork, foundations or boundary walls of the Arches or install without the previous written approval of the Landlord against or within the Arches any engine, machinery, boiler, flue, chimney or furnace
- 4.8 The Tenant is to make all necessary arrangements with the relevant supply authorities for the installation and maintenance of all services passing from and to the Premises and so that:
- 4.8.1 all related costs and expenses shall be borne by the Tenant;

- 4.8.2 no work shall be carried out otherwise than subject to the same requirements as in relation to alterations to the Premises in 2.9 above;
- 4.8.3 all drainage shall be directed away from the Landlord's Property; and
- 4.8.4 the Tenant is to keep all conduits now or later serving the Premises in good and substantial repair and condition and clear of obstruction to the satisfaction of the Landlord.

## 5. Covenants

The Tenant shall comply with the Third (Advertisements and Signs) and Fourth (Additional Covenants and Conditions) Schedules hereto.

## 6. Access

The Tenant shall give the Landlord and persons authorised in writing 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 and those parts of the Landlord's Property excluded from the Premises and any services serving the Landlord's Property and/or 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 Landlord's Property
- 6.9 maintaining repairing and renewing the railway and for the access of emergency services to the railway

## Rent Review

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

- 7.1 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:

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

**or**

7.1.2 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 7.1.2.1 below but disregarding the matters set out in paragraph 7.1.2.2 below, and

7.1.2.1 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**

7.1.2.2 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;

7.2 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).

7.3 The Landlord in the Rent Notice shall state that the amount specified in it has been ascertained or calculated on the basis of paragraphs 7.1.1 or 7.1.2 above as the case may be or subject to paragraph 7.4 below (where applicable).

7.4 If the Rent Notice shall state that the increase in the rent has been ascertained on the basis of paragraph 7.1.2 above, then the following provisions shall have effect,

7.4.1 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).

7.4.2 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.

7.4.3 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.

7.4.4 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".

7.4.5 The Valuer shall act as an expert and not an arbitrator.

7.4.6 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.

7.4.7 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 7.4.4 shall then apply in relation to the appointment of a replacement.

7.4.8 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.

7.4.9 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 7.1.1 and 7.1.2 above and whichever is the greatest shall be the Yearly Rent payable with effect from the relevant Rent Review Date.

7.5 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.

7.6 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.

7.7 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:

7.7.1 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

7.7.2 forthwith following the Determination Date, the Tenant shall pay to the Landlord:

7.7.2.1 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



7.7.2.2 interest on any amount referred to in clause 7.7.2.1 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.

7.8 In the event that the sums referred to in clause 7.7 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.

7.9 No guarantor shall have any right to participate in the review of the Yearly Rent.

## 8. Indemnities

8.1 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, or the Landlord's Property 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):

8.1.1 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:

8.1.1.1 this Lease or

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

8.1.1.3 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:

8.1.2 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

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

8.1.4 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 on the Landlord's Property 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 on the Landlord's Property

8.2 The Tenant shall not 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.

8.3 The Tenant shall not make any claim whatsoever on the Landlord, its employees, contractors or agents in respect of any damage, loss or inconvenience which may be suffered by the Tenant in consequence of any of the following matters:

8.3.1 the percolation of water or other liquids or soil, dust or dirt, however caused; and

8.3.2 railway traction or signalling equipment interfering with electronic equipment at the Premises (including, but not limited to, musical instruments, recording equipment and amplifiers)

The Tenant shall indemnify the Landlord, its employees, contractors and agents against any similar claim made upon them by any person who or whose property is lawfully upon the Premises and is made in relation to the matters listed in this clause 8.3.

## 9. 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 undertaking at the Landlord's Property or the railway 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

## 10. Provisos

The Landlord and the Tenant hereby agree 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 railway or 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 Landlord's Property 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
- 11.12 The parties confirm that:
- 11.12.1 the Landlord served a notice dated <sup>28<sup>th</sup> May</sup> ~~19 February~~ 2010 on the Tenant as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 (the 1954 Act) and which applies to tenancy created by this Lease before this Lease was entered into; and *initials*
- 11.12.2 the Tenant has made a declaration dated <sup>22<sup>nd</sup> June</sup> 2010 in accordance with the requirements of section 38A(3)(b) of the 1954 Act
- 11.12.3 The parties agree that the provisions of Sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy hereby created.

11.12.4 The Tenant confirms that the Tenant's Declaration was made by a person duly authorised by the Tenant

11.12.5 It is certified that there is no Agreement for Lease to which this tenancy gives effect.

11.13 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.

## 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 or overlying 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 or overlying 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 right for the Landlord to close the Landlord's Property and the access thereto during such hours as the same are not being used for the public traffic and also the right to close the same temporarily at any time in case of emergency or otherwise in connection with any special occasion or requirement of their business or any works connected therewith and to keep the Landlord's Property so closed either wholly or partially to the public or to the Tenant and its staff for so long as the Landlord may require and the Tenant shall have no claim of any description whatsoever against the Landlord in consequence of any such closing as aforesaid.
- (vii) A right to support from the Premises for the benefit of the Landlord's Property and railway.
- (viii) The right 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, or to do anything which may be required to preserve or protect life or property.

(ix) 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. 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.

(x) The Landlord retains:

a. all parts of the Landlord's Property 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

### (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 elsewhere within the Landlord's Property 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



### **THIRD SCHEDULE**

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

1. Not to assign sublet part with or share the possession of the Premises or any part thereof.
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 Landlord's Property 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 unless specifically permitted elsewhere in this Lease and in accordance with any applicable conditions.
7. Excavations and danger
  - 7.1 No earth, clay or other substance shall be excavated upon the Premises, and no act shall be done upon the Premises which may endanger the safety or stability of the Arches, the Landlord's railway or property or of any neighbouring property
  - 7.2 No inflammable, dangerous or explosive substance, liquid or gas shall be stored or placed upon the Premises other than such amounts as may be permitted in writing by the Landlord from time to time and as may be essentially required in connection with the Agreed Use. And then this is to be only in accordance with the "Code of Practice for Arches" as set out in the Sixth Schedule to this Lease and with such other conditions as may be imposed by the Landlord from time to time in respect of delivery, storage and use. Where the Landlord has consented to the storage of liquid petroleum gas cylinders, these (whether full or empty) are only to be stored when connected to equipment for current use.

7.3 If storage is carried out at the Premises, the Tenant is to adopt such method and height of storage as the Landlord permits with prior written consent and is to keep open gangways so as to provide ready access to all parts of the Premises.

7.4 No paint spraying (other than water-based paint spraying) shall be carried out at the Premises without any requisite licence from the local or other appropriate authority, and without compliance with any requirements of such authority (including construction of any necessary booth, unless formally exempted by the authority). While any such paint spraying is being carried out, no welding activity shall be undertaken at the Premises and adequate ventilation shall be maintained. This provision is without prejudice to any restrictions on the use of the Premises contained in this Lease.

8. The Tenant is not to overload the floors or structure of the Premises and not to bring any safe or other heavy article into the Premises so as to exceed the floor loading which the part of the Premises in question is designed to bear.
9. 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.
10. The Tenant shall not obstruct the provision by a telecommunications licence holder of a telephone connection in the Premises to the national network.
11. 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.
12. 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.
13. 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.
14. 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.
15. No aerials or other attachments are to be erected upon the Premises without the previous written consent of the Landlord.
16. To comply with such additional obligations or restrictions relating to the Premises or the Landlord's Property 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 Landlord's Property.

17. 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.
18. The Tenant will comply with any instructions issued by the Landlord pursuant to security alerts.
19. 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.
20. 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.
21. The Tenant shall not obstruct the flow of light or air to the Landlord's adjoining premises.
22. 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.
23. 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.
24. Not to enter any agreement regulated by the Electronic Communications Code 2003 (as amended or re-enacted) in relation to the Premises.
25. 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

## **FOURTH SCHEDULE**

### **(Premises - Internal only)**

"the Premises" include:

1. The paint paper and other adhesive and decorative finishes applied to the interior surfaces of the exterior walls (if any) and to the interior structural walls (if any) of the Premises
2. The floor screeds/board and finishes so that the lower limit of the Premises (at each level if appropriate) shall include such screeds/boards and finishes but shall not extend to anything below them nor to the Excepted Premises described below
3. The false ceiling (if any) and the void between it and the true ceiling (if any)
4. The ceiling finishes so that the upper limit of the Premises (at each level if appropriate) shall include such finishes but not extend to anything above except for any heating/ventilation plant or service media exclusively serving the Premises and constructed or placed on the roof/in the roof space of the Premises and shall exclude the Excepted Premises
5. Both sides of all windows window frames doors and door frames both internal and external to the Premises
6. All non-structural and non-load bearing walls and partitions within the Premises (if any) and one-half (severed vertically) of any internal non-structural walls or partitions dividing the Premises from other parts of the Landlord's Property
7. All Landlord's fixtures and fittings including any floor coverings provided by or at the expense of the Landlord
8. All electrical and mechanical installations in the nature of landlord's fixtures and all plant equipment and machinery of like nature in the Premises used or intended to be used exclusively for the purposes of the Premises including if applicable all heating and ventilation plant and equipment but excluding any hot water radiators which are part of a larger system
9. All fire fighting equipment and hoses located solely within the Premises from time to time
10. The service media situate within and used or intended to be used exclusively for the purposes of the Premises and
11. The shop front and security shutters and skylights cellar flaps chutes and external fire escapes (not used jointly with other premises) if any

**THERE BEING EXCEPTED** to the Landlord the Arches and the structure, works and airspace above the Arches and the area below the floor screeds/boards and finishes of the Premises and those parts of the Landlord's Property comprising:

12. the area above the ceiling finishes of the Premises and below the floor screeds/boards and finishes of the Premises (at each level if appropriate)

13. any service media solely or jointly serving parts of the Landlord's Property which are not included in the Premises and
14. the Landlord's equipment works and appliances (now or subsequently installed in the Premises) including any or all of the following:
  - Television monitor for station/train information (if any)
  - Loud speaker/tannoy system (if any)
  - Fire alarm system (if any)
  - Landlord's own telephone system apparatus and equipment (if any)
  - All other equipment works and appliances used for the Landlord's business (if any)

**COLLECTIVELY DEFINED AS THE "EXCEPTED PREMISES" IN THIS LEASE.**

## **FIFTH SCHEDULE**

### **(Rent Deposit)**

To pay to the Landlord on 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 retain the Deposit for the duration of the Term and (subject as herein contained) the Landlord shall on the expiry of the Term repay the Deposit to the Tenant with any interest accrued in accordance with paragraph 7 below, subject to the terms of this Rent Deposit 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 Landlord shall repay the Deposit 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)

## **SIXTH SCHEDULE**

### **(Code of Practice for Arches used as garages or work places)**

#### **SECTION A**

#### **GENERAL FIRE AND SAFETY REQUIREMENTS**

1. VACATED ARCHES

Vacated Arches must be maintained securely so that children cannot enter and they cannot be used as rubbish dumps or become a fire or health hazard

Gas and electricity supplies must be disconnected

2. OBSTRUCTED ROADWAY

Occupiers must not leave rubbish outside the Arches they occupy which could cause a hazard for others

Parking of vehicles outside the Arches must also be controlled

3. FIRE EXITS

Fire exits must be adequate and kept clear and available for use at all times that staff or any other person(s) are on the Premises

4. GOOD HOUSEKEEPING

Dust shavings and cuttings from machines must be removed daily and kept in lidded metal containers and disposed of at frequent intervals with other combustible rubbish

5. ELECTRIC WIRING

Electric wiring and equipment must be maintained in a safe condition. All electrical wiring etc must be carried out by competent electricians and approved by the Landlord

6. SPACE HEATERS

The use of open flame space heaters is not permitted where Highly Flammable Liquids (as defined in Section B Paragraph 1) or petrol products are in use. In other cases the heaters must only be used in predetermined safe marked positions

7. DUST CONTROL

No processes involving asbestos are or will be allowed without prior written authorisation from the Landlord

Dust or fumes which are injurious offensive or explosive must not be exhausted outside the Arch(es) to cause annoyance or a hazard to others. Dust from woodworking metal grinding machines etc must not be allowed to accumulate around machines or on ledges etc. The dust from the machines must be extracted in an approved manner

## 8. STRUCTURES WITHIN THE ARCHES

All structures such as additional floors must be approved by the Landlord. If such floors are found to be unsafe or overloaded the Tenant must take immediate steps to have such items removed or loading reduced

## 9. HEATING

Heating in the Premises where petroleum based spirits or mixtures or Highly Flammable Liquids are used or stored must be by:-

- (1) Low pressure hot water or steam other than super heated steam the boiler being
  - (a) outside
  - or
  - (b) in a communicating boiler house the dividing wall being of brick or concrete
  - or
  - (c) in a separate compartment constructed of brick or concrete within the building
  - or
- (2) Gas appliances using gas from public supply
  - (a) fixed more than 6ft (1.8m) above floor level
  - (b) constructed on the principle of a miners safety lamp or having a completely enclosed combustion chamber with air intake and exhaust outside the building
  - or
- (3) Electric appliances
  - (a) fixed more than 6ft (1.8m) above floor level
  - (b) of the bulb black heat or completely enclosed non-luminous (including oil filled) types
  - or
- (4) Oil filled space heaters the air intake to the burners being taken direct from the open or being inside the building at least 6ft (1.8m) above floor level the products of combustion being discharged direct to the open and fuel being fed through fixed metal pipes provided that:
  - (a) the aggregate capacity of the fuel tanks within the building is not more than 100 gallons (455 litres)



- (b) there is an automatic fire valve as close as possible to the outlet from each fuel tank within the building or, if there is no such tank, on the supply tank where it enters the building
- (c) there is a stop valve on the main supply pipe

## **SECTION B**

### **THE USE AND STORAGE OF HIGHLY FLAMMABLE LIQUIDS**

#### **1. INTERPRETATION**

Highly Flammable Liquids (HFL) are defined as any liquids which give off a flammable vapour at a temperature of less than 32 degrees Celsius (89F) (See Section D of this code for Petrol and Petroleum Mixtures)

Examples: Cellulose solvents - Acetone - Ethyl - Alcohol thinners - methylated spirits - methanol

All HFL containers must be marked with the words "HIGHLY FLAMMABLE"

#### **2. USE OF HIGHLY FLAMMABLE LIQUIDS (HFL)**

- 2.1 The quantity of HFL in use must be kept to the absolute minimum for the work in hand. The liquids must be kept in sealable containers and closed when not in use
- 2.2 No means of ignition shall be present when dangerous concentrations of highly flammable vapours may be expected to be present
- 2.3 Cotton waste rags and paper etc contaminated with HFL must be deposited in lidded metal containers. The containers must be kept in a safe place and emptied frequently
- 2.4 All practical steps must be taken to prevent deposits of cellulose residue
- 2.5 Precautions must be taken to avoid spills and leaks. Keep containers secure to avoid accidental spillings and breakages
- 2.6 When dangerous concentrations of vapours may be expected to be present from a process such as spraying that operation must be carried out in a fire resistant enclosure with suitable mechanical ventilation
- 2.7 An adequate number of suitable fire extinguishers must be provided and maintained. 2x9Kg Aqueous Film Forming Foam Minimum
- 2.8 Fire exits must be adequate and available for use at all times while staff or any other persons are on the Premises

#### **3. STORAGE OF HIGHLY FLAMMABLE LIQUIDS**

UP TO 50 LITRES OF HFL may be stored in a work room provided:

- 3.1 It is kept in suitable enclosed containers

- 3.2 Stored in binds that are fire resisting or a purpose built flammable store
- 3.3 Bins must be clearly marked with the flame symbol and the words "HIGHLY FLAMMABLE". Stores must also be correctly marked

## SECTION C

### THE USE AND SAFE STORAGE OF FLAMMABLE AND OTHER COMPRESSED GASES

#### 1. SCOPE OF THIS PART OF THE CODE

This part of the code covers oxygen and acetylene only. Liquified petroleum gas is not permitted

#### 2. CHARACTERISTICS OF ACETYLENE GAS

Acetylene is lighter than air and is highly flammable gas which readily forms ignitable mixtures with air. When an acetylene cylinder becomes heated a spontaneous rise in temperature and an explosion may occur as explosions of this gas develop higher pressures than other gases they are more damaging. This gas may also cause explosive reactions with copper silver and chlorine

#### 3. CHARACTERISTICS OF OXYGEN GAS

Oxygen is a non-flammable gas but it supports and encourages combustion. When combustible materials are ignited in an oxygen enriched atmosphere they burn much more readily with near explosive violence

#### 4. MAXIMUM NUMBER OF CYLINDERS ALLOWED

Below is listed the maximum number of compressed gas cylinders (full or empty) permitted by any one Arch

#### 5. SAFE USE OF COMPRESSED GASES

Only experienced and properly instructed persons who understand the properties of hazards associated with the gases should handle or use compressed gases

Gas cylinder vales must be closed even if the cylinder is still connected to the equipment. Trolleys are to be provided for working purposes and the cylinders chained and locked to the trolley

#### 6. SAFE STORAGE OF COMPRESSED GASES

- 6.1 Ideally cylinders should be kept in a detached non-combustible building in a safe position outside the Arch(es). (Unless there is only one Arch on the Premises). If this is not possible due to the space available then the cylinder must be kept in a safe location in the Arch(es) free from fire risk and away from sources of ignition. Also at least 10 metres from any highly flammable combustible toxic or corrosive materials

The storage position must be clearly marked and separated from the rest of the Arch(es) by a fire resisting structure approximately 2 metres high; against an outside wall near an exit so that the cylinders can be easily removed in the case of fire. The store must be locked and secure. Cylinders must be

returned to the area at the end of the working period; no other goods may be placed in the area

(Note: Oxygen Cylinders must be kept separately)

- 6.2 All cylinders must be properly stored in a vertical position and properly secured to prevent toppling with the valves tightly closed. Empty cylinders should be clearly marked (eg: chalk marked "MT")
- 6.3 Appropriate Hazchem warning signs must be displayed outside the Arch(es) for the information of the fire brigade
- 6.4 An appropriate supply of fire extinguishers must be available preferably at least one of dry powder

## SECTION D

### 1. THE USE AND STORAGE OF PETROLEUM SPIRITS AND MIXTURES

- 1.1 Petroleum spirit is heavier than air and defined as any petroleum which gives off a flammable vapour at a temperature of less than 22C (73F)

Examples: Motor Spirit - Benzene - Naphtha - Pentane

- 1.2 Petroleum Mixture is any mixture containing petroleum which gives off flammable vapour at a temperature of less than 22C (73F)

Examples: Some adhesives - quick drying paints - Cellulose solutions - Spray thinners - Printing inks etc

### 2. PETROLEUM LICENCES

Licences are required for keeping more than 3 gallons of petroleum spirit or 30lbs of petroleum mixture for general use

Local Authorities grant these licences and impose conditions regarding the use position and type of store etc. The Landlord must be provided with copies of any licences issued to ensure compliance with the conditions of such licences

### 3. WORK WHERE CONTACT WITH PETROLEUM SPIRIT IS POSSIBLE

Work involving contact with petrol vapour or other flammable substances must be closely controlled. For example repairs to tanks or vessels which contain or have contained any petrol must not be undertaken unless all the flammable material and vapours have been removed in an approved way

When this type of work is being undertaken all sources of ignition must be removed paying particular attention to heating appliances. Suitable extinguishers should be placed near the work ready for use (eg: Foam or Powder)

### 4. THE STORAGE OF PETROLEUM SPIRITS AND MIXTURES OTHER THAN IN THE TANK OF ANY VEHICLE FOR THE USE OF THAT VEHICLE ONLY

These substances should be kept in a lockable metal store or bin outside the Arch(es); where this is not possible they should be stored in fire resistant bins in a

safe position in the Arch(es) away from any means of ignition. All binds must be marked "PETROLEUM SPIRIT/MIXTURE HIGHLY FLAMMABLE"

- 4.1 Quantities of petrol up to 3 gallons not requiring a licence must be kept in securely stopper separate metal containers the containers being clearly marked "PETROLEUM SPIRIT" and "HIGHLY FLAMMABLE". The capacity of the containers must not exceed 2 gallons
- 4.2 Quantities of petroleum mixtures up to 30lbs not requiring a licence should be clearly marked "PETROLEUM MIXTURE GIVING OFF A FLAMMABLE VAPOUR". Quantities in excess of the above are not allowed without a licence. The licence will normally detail the storage and use requirements which must be followed

## **SECTION E**

### **VEHICLE SPRAYING UNITS**

Because of the possible presence of flammable vapour adequate ventilation is essential and possible causes of ignition either vapours liquids or solid residues must be eliminated

This code calls for total enclosure of the process in an approved fire resistant structure the provision of efficient ventilation suitable flameproof lighting fittings and the strict control of any heating equipment. Explosion relief's should be fitted in the structure to limit the effects of any explosion

No flammable or combustible materials may be stored in the Premises. An adequate supply of suitable fire extinguishers must be available for use. 2x9Kg Aqueous film forming foam minimum

Strictest attention to cleanliness must be observed in the Premises; this is particularly important where cellulose solutions are being used in view of the flammable nature of the solid residues. All contaminated rags or waste etc must be safely disposed of and not allowed to accumulate

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 Keap*

in the presence of:

Witness: Signature

*[Signature]*

Name

JAMES FRANKLIN

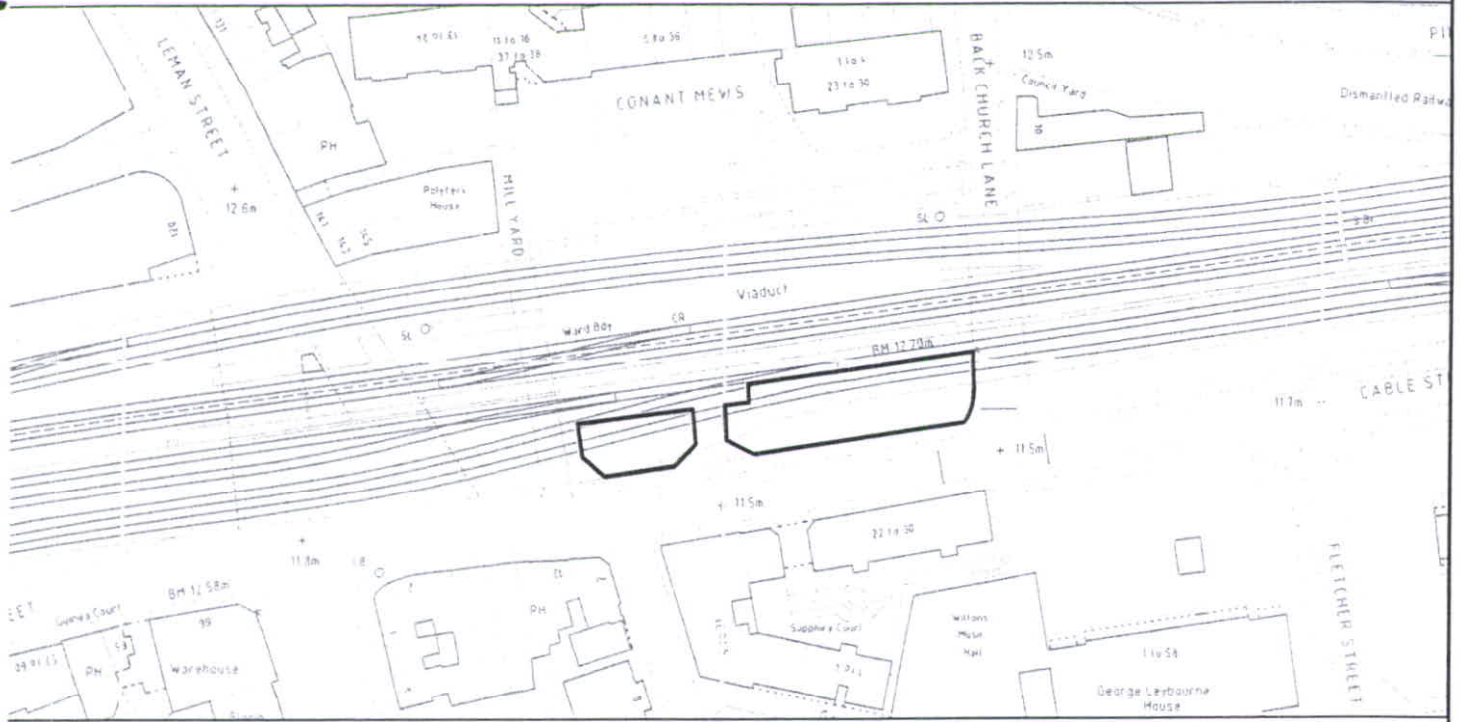
Address

30 Box 154, CASTOR LANE,  
PELLAR, LONDON, E14 0DX

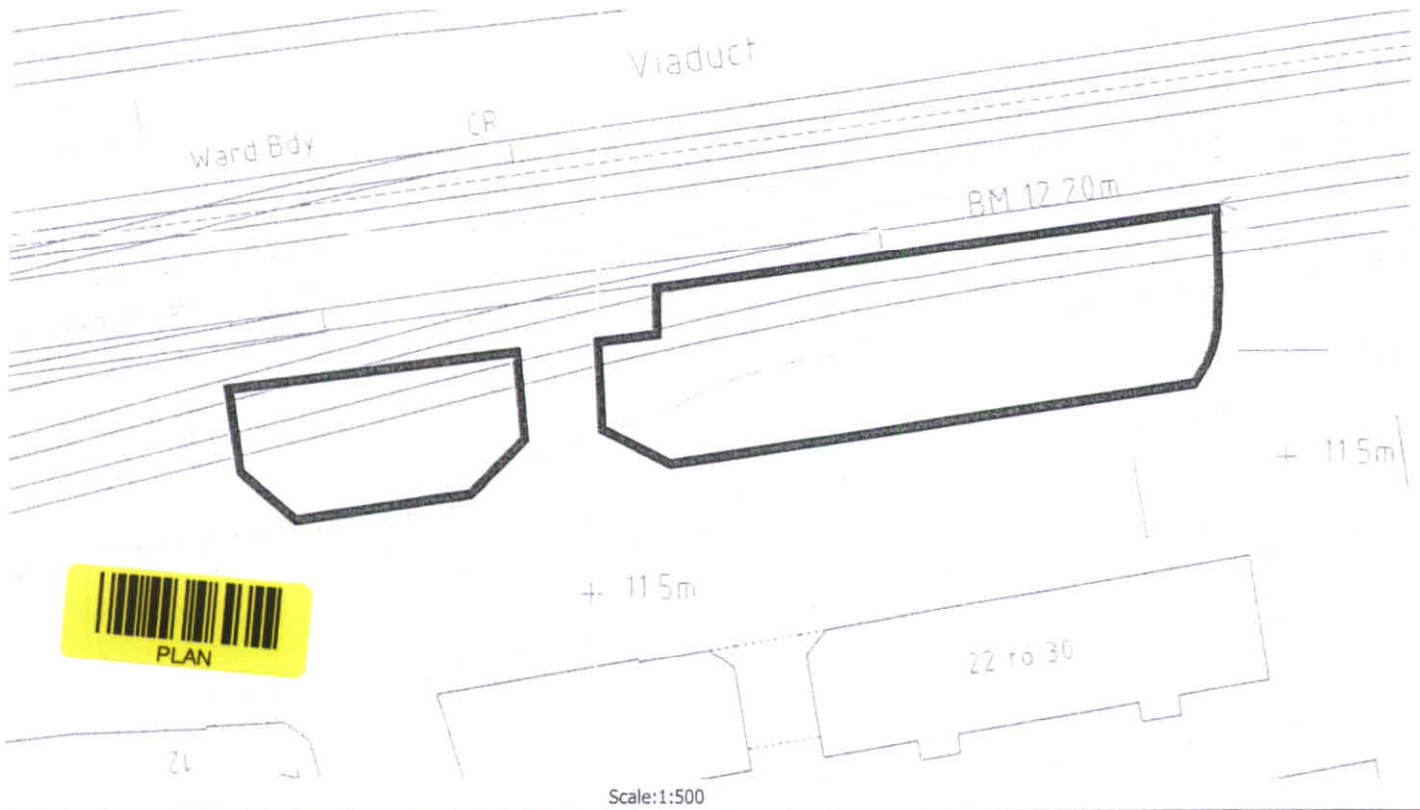
Occupation

SURVEYOR

# DOCKLANDS LIGHT RAILWAY



Location Plan  
Scale: 1:1250



Scale: 1:500



TITLE:

Land Beneath Viaduct on  
North side of Cable Street

*David Keys*

Date: 24/09/07

Ref: N:\CAD\3 CAR\

Plan No: 3 CAR-105

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Scale: 1:500

0m 10m 20m 30m 40m

