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Title Number EGL340303

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DATED

17th June

2010

CERTIFIED A TRUE COPY

SOLICITORS

302 ST. VINCENT STREET, GLASGOW G2 5RZ

(1) DOCKLANDS LIGHT RAILWAY LIMITED

(2) GAP GROUP LIMITED

DEED OF VARIATION

relating to

Land at Cable Street, London



WRIGLEYS

— 503 771.38

DEED OF VARIATION dated

17th June

2010

BETWEEN:

- (1) **DOCKLANDS LIGHT RAILWAY LIMITED** (company number 2052677) registered office Operations and Maintenance Centre, PO Box 154, Castor Lane, Poplar, London, E14 0DX ("Landlord")
- (2) **GAP GROUP LIMITED** (company number 198823) registered office 51 Walker Road, Newcastle Upon Tyne, NE6 1BG ("Tenant")

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed
- (C) The Landlord is entitled to the immediate reversion to the Lease
- (D) The residue of the term granted by the Lease is vested in the Tenant

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed

"Lease" a lease of the Property dated 5 June 2009 and made between the Landlord and the Tenant

"Property" Land at Cable Street/Back Church Lane as more particularly described in and demised by the Lease

"Value Added Tax" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

- 1.2 References to the **"Landlord"** include a reference to the party entitled for the time being to the immediate reversion to the Lease. References to the **"Tenant"** include a reference to its respective successors in title and assigns

1.3 Each of the expressions "**landlord covenant**" and "**tenant covenant**" have the meaning given to them by the Landlord and Tenant (Covenants) Act 1995

1.4 Clause, Schedule and paragraph headings do not affect the interpretation of this deed

1.5 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in the Particulars of the lease shall apply to this deed

2. VARIATIONS OF THE LEASE

2.1 Variations made

From and including the date of this Deed the Lease shall be read and construed as varied by the provisions set out in the Schedule to this deed.

2.2 Lease remains in force

The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been originally contained in the Lease.

2.3 Tenant's Covenant

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed.

3. ENDORSEMENT

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated *17th June* 2010 and made between Docklands Light Railway Limited (1) and GAP Group Limited (2)"

4. EXECUTION

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

5. APPLICABLE LAW

This deed shall be governed by and construed in accordance with the law of England and Wales

6. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed 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 or is available apart from under that Act.

7. EXCLUSION OF 1954 ACT

7.1 The Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Deed

7.2 The notice pursuant to section 38A(3)(a) of the Landlord and Tenant Act 1954 dated 24 June 2009 was served on the Tenant and a declaration or a statutory declaration pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 was made on *4th June* 2010

7.3 The Tenant confirms that the declaration was made by a person duly authorised by the Tenant

THE SCHEDULE

Variations to the Lease

1. Substitution of Plan

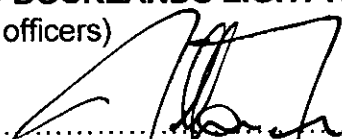
The plan attached to the Lease shall be substituted by the plan attached to this Deed and all references to the Property shall be construed accordingly.

2. Title Guarantee

In clause 2.1 of the Lease the words "provided that no title guarantee shall be given in respect of the area hatched red on the Plan" shall be added at the end of the sentence.

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

Director



.....

Director/Secretary

David Keep
.....

DOCKLANDS LIGHT RAILWAY



Date: 27/04/10

Ref: N:\CAD\DLR

Plan No: DLR-016 Rev

TITLE:

Cable Street
Lease Plan

Scale: 1:1250
0m 50m 100m

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KEY:



Lease Area



David Veepe