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BCL 4522

DATED 9th October 1998

LONDON UNDERGROUND LIMITED

- to -

BELGO GROUP Plc

LEASE

- of -

Passageway adjoining
124 Ladbroke Grove

Term commences	<u>9 October</u>	1998
Duration (subject to early termination)		25
Term expires		2023
Initial Rent:-		£6,000

FRANCES LOW
SECRETARY AND
LEGAL DIRECTOR
LONDON TRANSPORT
55 BROADWAY
LONDON
SW1H 0BD

We hereby certify this to be a
true copy of the original.
Signed Blakelapthar
Dated 26/10/01

9020/CJA/980610

LEASE OF PASSAGEWAY ADJOINING 124 LADBROKE GROVE

LONDON UNDERGROUND LIMITED

- to -

BELGO GROUP Plc

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DUTY	INT
£ 141	£ 282
PEN	TOT
£	£

THIS LEASE is made the 14th day of December One thousand nine hundred and ninety eight BETWEEN

- (1) LONDON UNDERGROUND LIMITED (company registration number 1900907) whose registered office is at 55 Broadway London SW1H 0BD ("the Landlord")
- (2) BELGO GROUP Plc (company registration number 1728953) whose registered office is at 1 Neal's Yard London WC2H 9DP ("the Tenant")

1 DEFINITIONS AND INTERPRETATION

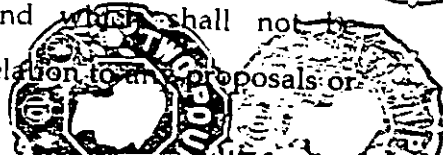
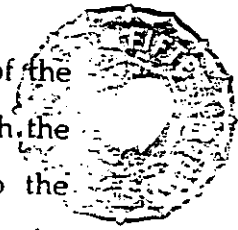
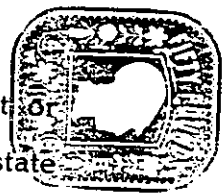
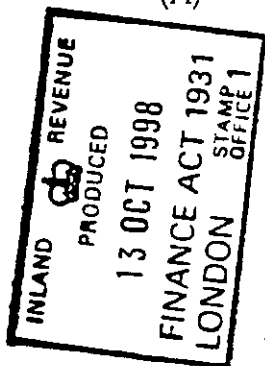
In this Lease except as otherwise provided or where the context otherwise requires:-

- (A) "Arbitration" means the arbitration of an independent surveyor acting in accordance with the Arbitration Act 1996 and appointed by agreement between the Landlord and the Tenant but if they are unable to agree within 10 Working Days of a proposal by one of them either party can apply for the appointment to be made by the President of the Royal Institution of Chartered Surveyors or other person authorised by him to make such appointments

- (B) "Conducting Media" means pipes sewers drains mains conduits gutters wires cables and all other conducting media and includes all fixings covers meters and other ancillary apparatus
- (C) "the Engineer" means the appropriately qualified Engineer appointed by the Landlord at any time for the purposes of providing professional engineering services to the Landlord

- (D) "the Landlord" includes the Landlord's successors in title
- (E) "Landlord's Agent" means the professional property agent or agents who are responsible during the Term for the estate management of the Premises and the Station on the Landlord's behalf and at the date of this Lease the Landlord's Agent is the Managing Director of London Transport Property

- (F) "Landlord's Approval" means the prior written approval of the Landlord given (where the Landlord deems necessary) with the benefit of all appropriate professional advice notified to the Tenant by the Landlord's Agent and which shall not be unreasonably withheld or delayed in relation to any proposals or



circumstances which the Landlord properly considers satisfy the Landlord's Criteria

- (G) "Landlord's Criteria" means the safe efficient and economic conduct and development of the Landlord's Undertaking and the preservation or enhancement of the amenity and appearance of the Station and compliance with the Landlord's safety design and materials codes and policies throughout the Term
- (H) "Landlord's Undertaking" means the statutory undertaking and duties and the lawful businesses and activities of the Landlord throughout the Term and any part or parts of them
- (I) "Landlord's Rights" means all or any of the rights exceptions and reservations and other provisions in favour of the Landlord (whether contained in the Third Schedule or elsewhere in this Lease)
- (J) "Lawful Obligations" means the requirements during the Term of any statute or byelaw or any rules regulations codes or other form of delegated or secondary legislation and of any government department local or public or other competent authority or the rulings of any court of competent jurisdiction regardless of whether they are imposed upon the Tenant the Landlord or the owner or occupier of the Premises
- (K) "Liabilities" means liabilities losses claims actions proceedings costs charges damages and other expenses
- (L) "Month" means a calendar month and "Months" shall be construed accordingly
- (M) "Permitted Use" means the use or uses specified in sub-clause 4(14)(A)
- (N) "the Premises" means the premises described in the First Schedule and any part or parts of those premises
- (O) "the railway premises and works" means (at any time during the Term) the whole or any part or parts of the Station and the Landlord's other railways buildings works Conducting Media lifts escalators tunnels structures plant apparatus and equipment and all other things serving or used in connection with the

Landlord's Undertaking over under adjoining or near to the Premises or otherwise capable of affecting or being affected by the Premises and the use and occupation of the Premises but the expression does not include the Premises

- (P) "Restrictions" means any restrictions and matters affecting the Premises or the Proposed Use whether registered or capable of registration as local land charges and all notices charges orders resolutions demands proposals requirements regulations restrictions or agreements or other matters arising under any Lawful Obligations and the rights of any third parties at any time during the Term
- (Q) "the Station" means the Landlord's Ladbroke Grove on London and any part or parts of that Station
- (R) "the Tenant" includes the Tenant's successors in title
- (S) "Tenant's Obligations" means all and any of the Tenant's covenants and other obligations arising under the terms conditions and provisions of this Lease
- (T) "Tenant's Rights" means all or any of the rights granted to the Tenant in the Second Schedule
- (U) "the Term" means the term of 25 years commencing at 0:00 hours on the 9th day of October 1998 and any extension or continuation of the Term subject to determination in accordance with this Lease and "the End of the Term" means the last day of the Term whether by expiry or earlier surrender or lawful forfeiture or termination
- (V) "VAT" means Value Added Tax and includes any tax of a similar nature substituted for Value Added Tax or levied in addition to it
- (W) "Working Day" means each day Monday to Friday inclusive except for any Bank Holiday and "Working Days" shall be construed accordingly
- (X) "The Works" means the Works to be carried out by the Tenant in accordance with sub-clause 4(5)(D) and which are described in the Fourth Schedule

- (Y) Any of the Tenant's Obligations not to do an act or thing shall be deemed to include an obligation not to permit or allow that act or thing to be done by another person
- (Z) Words referring to or implying one gender include the other gender and the single include the plural and vice versa
- (aa) Any covenants or other obligations by any party under this Lease comprising more than one individual shall be deemed to be joint and several covenants by those individuals
- (bb) Any Tenant's Obligations shall be complied with at the Tenant's own expense
- (cc) Any right or remedy in favour of the Landlord in this Lease is without prejudice to the Landlord's other rights and remedies under the Lease or at law
- (dd) Reference to any clause sub-clause paragraph Schedule or Appendix shall mean the relevant clause sub-clause paragraph Schedule or Appendix in this Lease
- (ee) Reference to a statute includes any amendment modification extension consolidation or re-enactment of it or any statutory instrument regulation order or other delegated or secondary legislation made under that statute at any time
- (ff) The headings in this Lease are included for the purposes of reference only and shall not affect the construction of the terms of this Lease

2 DEMISE

The Landlord demises the Premises to the Tenant for the Term together with the Tenant's Rights subject to the Landlord's Rights the Tenant's Obligations and any Restrictions

3 RENTS

The Landlord reserves and the Tenant covenants to pay the following rents in advance in four equal instalments on the usual quarter days in each years and (if the Landlord requires) by Banker's Standing Order or Direct Debit:-

- (1) "the Principal Rent" being:-

- (A) From and including the commencement of the Term the annual rent of six thousand pounds (£6,000) ("the Initial Rent") and
- (B) From and including each fifth anniversary of the commencement of the Term (a "Review Date") the greater of the annual rent payable immediately before that Review Date and the annual rent determined in accordance with paragraph (C) of this sub-clause
- (C)
 - (i) Upon each Review Date the annual rent shall be recalculated to the sum which bears the same proportion to the Initial Rent as the figure published in the General Index of Retail Prices ("the Index") for the month immediately preceding that Review Date bears to 163.7
 - (ii) If the Index ceases to be published or its base is changed materially or if it is for any reason impossible or impractical to recalculate the annual rent in accordance with paragraph (c)(i) the parties shall agree suitable and reasonable alternative arrangements (executing such further documents as may be necessary for those purposes) and if the parties are unable to agree the alternative arrangements within 20 Working Days of a proposal by either of them the matter shall be settled by Arbitration
- (2) Within 10 Working Days of written demand any sum or sums of money owed by the Tenant to the Landlord under the Tenant's Obligations from time to time ("the Further Rent")

and the rents reserved by this clause and any part or parts of them are collectively referred to as "the Rents"

THE TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

To pay the Rents

- (1) To pay the Rents in accordance with clause 3 and without deduction or set off on the due days or (where the days for payment have not been fixed in advance) on demand

Outgoings and VAT

- (2) (A) To pay all rates taxes duties charges assessments impositions and outgoings ("Outgoings") arising and payable in respect of the Premises or their use and occupation by the Landlord the Tenant or the owner or occupier of the Premises other than any such levied on the receipt of the Rent and Further Rent (other than Value Added Tax) and other than any such levied on or as a result of any dealing by the Landlord with its reversionary interest
- (B) To pay and indemnify the Landlord against the proportion fairly and reasonably determined by the Landlord's Agent of all Outgoings which may arise and be payable commonly in respect of the Premises and the railway premises and works other than as mentioned in Clause 4(2)(A) hereof
- (C) To pay following receipt of a valid invoice therefor any VAT which may be lawfully charged on the Rents or any other Liabilities arising under the Tenant's Obligations whether the VAT is charged following any election made by the Landlord or arising for any other reason

Cost of services

- (3) To arrange (if the Tenant so requires) the separate metered supply of water and electricity to the Premises which shall be suitable for the Permitted Use and pay for all services consumed at or in relation to the Premises and also to pay all costs associated with the connection and supply of services including meter rents and standing charges

Works to common items etc

- (4) (A) To pay the Landlord the proportion fairly and reasonably determined by the Landlord's Agent of all Liabilities reasonably and properly incurred by the Landlord in constructing maintaining repairing and cleansing any parts of the railway premises and works which are used in common with or confer any common benefit on the Premises and the railway premises and works
- (B) The provisions of paragraph (A) of this sub-clause shall also apply to the payment in advance of any contribution fairly and reasonably determined by the Landlord's Agent of the Liabilities which the Landlord's Agent anticipates the Landlord will incur during the Term but the Tenant shall be entitled to a refund of any sums paid in advance under this paragraph and not actually expended by the Landlord by the End of the Term

Works Repair redecoration and cleaning

- (5) (A) To keep the Premises in good and substantial repair order and condition except where and to the extent that the Landlord is required to do so under sub-clause 5(2)
- (B) To keep the Premises clean and tidy and free of any rubbish and litter
- (C) To keep the Premises adequately surfaced and in good condition and not (otherwise than in appropriate containers awaiting regular refuse collection) to deposit any waste or refuse on the Premises or otherwise allow the Premises to become unclean or unsightly
- (D) To carry out and complete the Works within 6 Months from the date of this Lease in accordance with plans drawings and specifications which meet with the Landlord's Approval and to the Landlord's proper satisfaction

Waste and alterations

- (6) (A) Not to commit any waste at the Premises
- (B) Not to alter damage or interfere with the railway premises and works
- (C) Not to make any alterations or improvements to the Premises without the Landlord's Approval
- (D) Not to cut alter damage or interfere with any of the walls fences or gates forming part of the Premises without the Landlord's Approval
- (E) Not to make any excavations at the Premises
- (F) Not to make any connection to the Landlord's Conducting Media

Prevention of environmental and structural damage

- (7) (A) Not by any act or omission to pollute or contaminate the Premises the railway premises and works or any other property
- (B) Not to keep any waste or refuse on the Premises except in accordance with the Landlord's Approval and requirements
- (C) Not to discharge any noxious or deleterious substance matter or fluid into the Conducting Media or any substance matter or fluid which might cause any obstruction or damage to the Conducting Media the Premises or the railway premises and works

Lawful Obligations

- (8) (A) To comply with all Lawful Obligations in all respects in relation to the Premises the Permitted Use the Tenant's Obligations or Tenant's Rights
- (B) To pass to the Landlord's Agent a copy of any notice or other communication received by the Tenant under or in connection with any Lawful Obligations as soon as possible and with particular regard to any specified deadlines

- (C) Not to cause the Landlord to be in breach of or liable under any Lawful Obligations

Yielding up

(9) Immediately at the End of the Term:-

- (A) To yield up the Premises to the Landlord with vacant possession and in a condition consistent with the Tenant's Obligations and
- (B) To return all of the keys of the Premises and any duplicates to the Landlord's Agent and
- (C) If required by the Landlord giving reasonable written notice prior to the End of the Term (but not otherwise) to remove any improvements or alterations made to the Premises during the Term and reinstate the Premises to the reasonable satisfaction of the Landlord's Agent and
- (D) To make good any damage caused to the Premises and the railway premises and works as a consequence of the Tenant's Obligations under this sub-clause to the reasonable satisfaction of the Landlord's Agent

The Landlord's expenses

(10) To pay to the Landlord on an indemnity basis all Liabilities incurred by the Landlord in relation to:-

- (A) The contemplation preparation service enforcement and compliance with
- (i) Any schedule of dilapidations during the Term or after the End of the Term
- (ii) Any notice served under Section 146 of the Law of Property Act 1925 even if forfeiture is avoided other than by relief granted by the Court
- (B) Every application made by the Tenant for Landlord's Approval whether it is granted refused offered subject to any qualification or withdrawn provided the Landlord has acted in accordance with its Lawful Obligations or otherwise with the provisions of this Lease

- (C) The recovery or attempted recovery of arrears of the Rents

Permitted Use

- (11) (A) Subject to the Tenant:-
- (i) Obtaining any necessary planning permissions and
 - (ii) Complying with sub-clause 4(15) and
 - (iii) Complying with all Lawful Obligations and any Restrictions
- (B) To use the Premises for the purposes of access to and egress from the Tenant's adjoining premises at 124 Ladbroke Grove London ("the Tenant's Adjoining Premises")
- (C) The Tenant acknowledges that no warranty or guarantee is given by the Landlord as to the lawful or physical fitness of the Premises for the Permitted Use or in connection with any Restrictions
- (D) Not to use the Premises for any purpose other than for the Permitted Use nor for any auction sale or noxious noisy offensive illegal or immoral purpose

Alienation

- (12) (A) Not to assign underlet hold the Premises on trust or part with or share the possession or occupation of the Premises or any part of the Premises except by way of an Authorised Assignment defined in paragraph (B)(i) of this sub-clause or a group company occupation permitted in accordance with paragraph (F)
- (B) In this sub-clause:-
- (i) "Authorised Assignment" means an assignment of the whole of the Premises which has been authorised by the prior completion of a Licence to Assign and where the Licence to Assign has not been lawfully revoked by the Landlord at

any time prior to the completion of the assignment

(ii) "Licence to Assign" means a written licence of the Landlord issued in accordance with and subject to the provisions of this sub-clause authorising the proposed assignment of the Premises to the proposed assignee

(iii) "Qualifying Person" means a proposed assignee who has or is entitled to have transferred or granted to if a legal interest in the Tenant's Adjoining Premises who considered together with any guarantees and other relevant security (other than the Authorised Guarantee Agreement) will in the reasonable opinion of the Landlord's Agent be able to pay the Rents and comply with and observe and perform the Tenant's Obligations throughout the Term

(iv) "Authorised Guarantee Agreement" means a guarantee agreement in the form set out in the Fifth Schedule

(C) The Landlord shall not be required to complete a Licence to Assign if:-

(i) The Rent remains unpaid or

(ii) There is any outstanding material breach of any of the Tenant's Obligations where the Landlord's remedies would be prejudiced by the proposed assignment or

(iii) The proposed assignee is not a Qualifying Person or

(iv) The Tenant has not completed and delivered an Authorised Guarantee Agreement to the Landlord (the provisions of which shall be conditional upon the completion of the proposed assignment) or

but the Landlord shall not otherwise unreasonably withhold or delay granting a Licence to Assign

(D) Any Licence to Assign may be revoked by the Landlord if any of the conditions specified in paragraph (C) ("the Conditions") arise or apply following the completion of the Licence to Assign and prior to the completion of the assignment which it authorises

(E) The Landlord may require a Licence to Assign to incorporate all or any one or more of the following provisions:-

- (i) A covenant that upon or before the completion of the Licence to Assign the Tenant (as Assignor) shall complete and deliver the Authorised Guarantee Agreement to the Landlord which shall be conditional upon and take effect on the completion of the assignment
- (ii) If reasonably required by the Landlord (and in any event if the proposed assignee is a limited company) a covenant by two guarantors reasonably acceptable to the Landlord in the terms set out in clause 3 of the Authorised Guarantee Agreement adapted so far as may be necessary for the purposes of the Licence to Assign
- (iii) A condition that the Landlord may revoke the Licence to Assign immediately by notice to the Tenant if at any time prior to completion of the assignment any of the Conditions shall apply or arise
- (iv) A condition that the Licence to Assign shall determine and the consent to the assignment shall be revoked if the assignment is not completed within 20 Working Days of the completion of the Licence to Assign

- (F) (i) The Tenant shall be permitted to share occupation of the Premises with any company which is a member of the same group of companies (within the meaning of Section 42 of the Landlord and Tenant Act 1954) for so long as both companies remain members of the same group but not in any way which will or might create or transfer any estate in the Premises
- (ii) The Tenant shall provide written details to the Landlord's Agent of any group company occupation at the Premises along with such other details as the Landlord's Agent may properly require

Production of documents

- (13) Within 15 Working Days after any transfer or devolution of the Tenant's interest in the Premises to provide the Landlord's Agent or Solicitor with formal notice of the transfer or devolution and certified copies of all relevant documents and pay a reasonable registration fee to the Landlord of not less than Twenty pounds (£20.00)

Not to cause obstruction interference or nuisance

- (14) Not to occupy the Premises or comply with the Tenant's Obligations or conduct the Permitted Use or exercise the Tenant's Rights in any manner which will or might cause any obstruction interference nuisance disturbance inconvenience injury damage or otherwise be detrimental to:-
- (A) The Landlord's Undertaking or
- (B) The use and development of the railway premises and works or
- (C) (Except to the extent that it may be unavoidable as a consequence of the Permitted Use or the Tenant's Obligations or the Tenant's Rights) the Landlord's passengers or tenants or the other lawful users and occupiers of the railway premises and works

To permit the Landlord to enter to exercise the Landlord's Rights

- (15) To permit the Landlord and its employees agents and contractors to enter and remain upon the Premises without interference for the purposes of exercising the Landlord's Rights in accordance with this Lease where the purpose for exercising such rights cannot reasonably be achieved or satisfied without such entry

To indemnify the Landlord and effect public liability cover

- (16) (A) To be responsible for and to release and indemnify the Landlord from and against all Liabilities for or in relation to:-
- (i) Personal injury (whether fatal or otherwise)
 - (ii) Loss of or damage to property
 - (iii) Financial or consequential loss
- arising from any negligence of the Tenant or breach of the Tenant's Obligations but not to the extent that any such Liabilities are caused by the Landlord's negligence
- (B) If required in writing by the Landlord (but not otherwise) to effect and maintain public liability cover and such other insurance throughout the Term (so far as it is available) with substantial and reputable insurers on terms and for the amounts which the Landlord shall consider to be adequate to cover the Tenant's indemnity in paragraph (A) of this sub-clause

Keyholders

- (17) To keep the Landlord's Agent and the supervisor of the Station informed at all times of the name address and telephone number of two persons holding keys to the Premises who should expect to be contactable and able to attend the Premises promptly in case of emergency

Encroachments and easements

- (18) (A) To take all reasonable steps to prevent any encroachment or the acquisition of any adverse right or easement over the Premises

- (B) To notify the Landlord as soon as possible after becoming aware of any attempts or circumstances giving rise to any encroachment or adverse right or easement and take any proper preventive steps required by the Landlord

Defective premises

- (19) To notify the Landlord as soon as possible after becoming aware of any defect in the Premises which might give rise to any duty or obligation or any Liabilities of the Landlord in relation to defective premises and to display any notices which the Landlord may require at the Premises in relation to any such duty obligation or liability

5 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant that subject to:-

- (A) The Landlord's Rights and
- (B) Any Restrictions and
- (C) The Tenant paying the Rents and observing performing and complying with the Tenant's Obligations

the Tenant may peaceably use and occupy the Premises during the Term without any interruption by the Landlord or any person or persons lawfully claiming through or under the Landlord

6 MISCELLANEOUS PROVISIONS

Forfeiture

- (1) If:-
 - (A) The Rents are not paid within 14 days of becoming due whether (in the case of the Rent only) formally demanded or not or
 - (B) The Tenant is in breach of any of the Tenant's Obligations or
 - (C) The Tenant (in the case of a limited company) enters into any liquidation whether compulsory or voluntary (except for any reconstruction or amalgamation of a solvent company or other similar purpose not involving a realisation of assets) or (in the case of an individual or

being more than one individual any one of them)
becomes bankrupt or

- (D) The Tenant enters into any arrangement for the benefit of
creditors

then the Landlord may at any time immediately re-enter the
Premises and this Lease shall determine absolutely

For determination of the Term by the Landlord

- (2) This Lease may be determined at any time by the Landlord giving
to the Tenant:-

- (A) Not less than 6 Months' written notice if the Premises are
required:-

(i) For the purposes of the Landlord's Undertaking
or

(ii) For the purposes of the demolition or
reconstruction or redevelopment of the Premises
or the Station or any other part of the railway
premises and works or any substantial works of
construction whether or not in common with
other premises and whether or not intended to
be carried out by the Landlord (and the
Landlord's secretary's certificate shall be
conclusive in relation to any of the provisions of
this paragraph) or

- (B) 28 days' written notice if the Minister or Board in charge
of any Government Department certifies that possession
of the Premises is urgently required for carrying out
repairs (whether on the Premises or elsewhere) which are
needed for the proper operation of the Landlord's
Undertaking and the notice contains a copy of the
certificate and after the giving of such notice Part II of the
Landlord and Tenant Act 1954 shall not apply to the
Lease

Determination of the Term following damage or destruction by any of the Relevant Risks

- (3) If the Premises have been destroyed or damaged by any of the Relevant Risks and the Landlord is obliged to reinstate or repair the Premises in accordance with its covenant in sub-clause 5(2) but has been unable to do so sufficiently for the reasonable resumption of the Permitted Use within 2 years from the date of destruction or damage either the Landlord or the Tenant may (provided the failure to reinstate or repair is outside of their respective reasonable control) terminate this Lease immediately by written notice to the other

Effect of notice to determine

- (4) Upon the expiry of any notice given under sub-clause 6(2) or 6(3) this Lease shall immediately cease and determine without prejudice to the rights or remedies of either party against the other arising prior to the End of the Term

Exclusion of compensation

- (5) Any statutory right of the Tenant to claim compensation upon vacating the Premises at the End of the Term is excluded to the extent that the law allows

Landlord's rights if Tenant defaults

- (6) (A) If the Tenant is in breach of any of the Tenant's Obligations the Landlord may serve written notice on the Tenant (a "Default Notice") requiring the Tenant to remedy the breach (if it is capable of remedy) within the reasonable period specified in the Default Notice
- (B) If the Tenant fails to comply with a Default Notice the Landlord may enter and remain on the Premises and take such steps and undertake any works which may be necessary to comply with the Default Notice on the Tenant's behalf and the Tenant shall pay to the Landlord all Liabilities incurred in doing so on written demand

Tenant not to object to the Landlord's Undertaking or the Landlord's Rights

- (7) The Tenant shall not be entitled to raise any objection or make any claim or demand against the Landlord and the Landlord shall not be responsible to the Tenant for any Liabilities in respect of the proper conduct and development of the Landlord's Undertaking and the use and development of the railway premises and works for the purposes of the Landlord's Undertaking or the exercise of the Landlord's Rights except where and to the extent that:-
- (A) The Landlord or its employees contractors and agents acting with the Landlord's authority are negligent or
 - (B) It is unlawful to exclude or limit responsibility for those Liabilities or
 - (C) The Landlord is acting in derogation of the grant of this Lease

Interest and recovery of Outstanding Sums

- (8) (A) If any of the Rents are unpaid on the due date ("Outstanding Sums") (whether formally demanded or not) the Outstanding Sums will bear interest at the rate of 3% above the Midland Bank PLC Base Lending Rate set from time to time whilst the Outstanding Sums remain unpaid ("Interest") and if that Rate is abolished then at an equivalent alternative rate to be agreed between the Landlord and the Tenant or (in default of agreement) by Arbitration
- (B) Interest shall be payable on the Outstanding Sums from the date when the Outstanding Sums became due until the date of actual payment in full

Exercise of the Landlord's Rights etc

- (9) In the exercise of any of the Landlord's Rights which are likely to materially adversely affect the Permitted Use the Landlord shall (except in the case of an emergency or other circumstances

beyond the Landlord's reasonable control) in relation to the exercise of the Landlord's Rights but without prejudice to them:-

- (A) Give not less than 48 hours' written notice and
- (B) Give consideration (having regard to the Landlord's Criteria) to any written proposals by the Tenant to reduce disruption to the Permitted Use and
- (C) Make good any damage caused to the Premises and the Tenant's fixtures and fittings and stock but the Landlord shall not be liable to the Tenant in respect of any consequential or economic or other losses or Liabilities and
- (D) If the Tenant is unable to use the Premises for the Permitted Use as a consequence of the exercise of the Landlord's Rights for any period of 1 or more Working Days the Principal Rent shall be suspended until the use of the Premises for the Permitted Use may reasonably resume

Receipt of rent not to be a waiver of any of the Tenant's Obligations

- (10) The receipt or demand of the Rents by the Landlord shall not be nor be deemed to be a waiver of any breach or a variation of the Tenant's Obligations

Notices and deemed delivery

- (11) (A) Any notice under this Lease must be in writing (unless otherwise provided) and will be deemed to be served if:-
 - (i) Receipt is acknowledged by the Landlord or the Tenant (as the case may be) or their respective agents authorised for those purposes or
 - (ii) It is given by hand or sent by registered post or recorded delivery or by facsimile provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day and served:-
 - (a) On the Tenant (if it is a company incorporated within Great Britain) at the

last registered office notified to the Landlord or on the Tenant at the last home address notified to the Landlord and

(b) On the Landlord at the Landlord's registered office or the Landlord's Agent at the last business address notified to the Tenant

(B) Any notice will be deemed to be delivered if served in accordance with paragraphs (A) and (B) of this sub-clause:-

(i) In the case of service by registered post or recorded delivery (unless it is returned undelivered through the Royal Mail) on the Working Day after posting regardless of whenever and whether it is received or

(ii) In the case of service by facsimile on the Working Day on which it is sent or where sent after 1600 hours or on a day that is not a Working Day on the next Working Day regardless of whenever and whether or not it or the confirmatory copy is received (unless the confirmatory copy is returned undelivered through the Royal Mail)

(C) The provisions of this sub-clause shall not prejudice or invalidate any other evidence or proof that any notice has been served or received by any party

(D) If the recipient party comprise more than one person a notice to any one of them is to be regarded as Notice to each person

Costs of Lease

(12) The Tenant shall on completion of this Lease pay the Landlord's Solicitor's reasonable and proper costs in preparing negotiating and completing this Lease

7 NO AGREEMENT FOR LEASE

The parties certify that this Lease has not been completed in accordance with or under an agreement for lease

8 LANDLORD AND TENANT (COVENANTS) ACT 1995

The parties certify that this is a new lease for the purposes of the Landlord and Tenant (Covenants) Act 1995

This Lease has been executed by the parties on the above date

THE FIRST SCHEDULE

Description of the Premises

The premises comprising a passageway adjoining the Station and leading between Ladbroke Grove and the Tenant's Adjoining Premises and shown for identification only edged red on the plan attached to this Lease including:-

- (A) Any boundary fences and gates but excluding any walls forming part of the Station or the Tenant's Adjoining Premises
- (B) The Works and any other alterations and improvements to the Premises
- (C) All fixtures and fittings at or upon the Premises during the Term except the Tenant's fixtures and fittings
- (D) The Conducting Media which exclusively serve the Premises during the Term

but excluding all space above the height appropriate for the reasonable exercise of the Permitted Use and below the Premises described in paragraphs (A) to (J) (inclusive) and all of the railway premises and works

THE SECOND SCHEDULE

The Tenant's Rights

- 1 Subject to clauses 2 and 3 of this Schedule the Landlord grants the Tenant the right:-

- (A) With the Landlord's Approval to attach lighting and ancillary fittings and appropriate signs for the purposes of the Permitted Use to the Station wall adjoining the Premises
- (B) To enter upon the adjoining parts of the railway premises and works for the purposes of complying with the Tenant's Obligations in relation to the maintenance and repair of the Premises but not any operational or other prohibited part of the railway premises and works

- (C) To the supply of services to the Premises through any Conducting Media connected to but not exclusively serving the Premises at the date of this Lease
- 2 The rights in clause 1 of this Schedule are granted:-
- (A) In common with the Landlord and all others enjoying equivalent or similar rights and
- (B) For the purposes only and to the extent which is reasonably necessary for the Permitted Use and
- (C) So far as they can be granted by the Landlord and
- (D) Subject to the Landlord's Rights and any Restrictions and
- (E) To such of the Tenant's staff contractors and agents to the extent reasonably necessary for the Permitted Use or compliance with the Tenant's Obligations
- 3 The provisions of Section 62 of the Law of Property Act 1925 are excluded from this Lease and the Tenant shall not have the benefit of any rights other than those contained in this Schedule

THE THIRD SCHEDULE

Rights reserved to the Landlord and others

The following rights are reserved to the Landlord and others entitled to like rights from time to time

- 1 (A) To construct develop maintain alter repair reconstruct demolish or undertake any other works to the railway premises and works
- (B) To construct maintain alter and repair any Conducting Media not comprised in the Premises and any other equipment and apparatus properly required by the Landlord at the Premises or the railway premises and works
- (C) To erect scaffolding gantries and other structures on any part of the railway premises and works or otherwise adjoining or in the vicinity of the Premises
- (D) To enter and remain upon the Premises for so long as shall be properly required with tools plant equipment and materials in order to:-
- (i) Exercise the Landlord's Rights and

- (ii) Comply with all Lawful Obligations or the Landlord's covenants and other duties under this Lease and
 - (iii) Inspect the condition and state of repair of the Premises and
 - (iv) Take any actions permitted under this Lease or otherwise in relation to the Landlord's lawful rights and remedies arising from the Tenant's Obligations and any breach of the Tenant's Obligations
 - (v) Prevent or remediate any pollution or contamination of the Premises or the railway premises and works
 - (vi) Take schedules or inventories of fixtures fittings and any other items to be yielded up at the End of the Term
 - (vii) Inspect the Premises in connection with the review of the Principal Rent or (if applicable) any renewal of this Lease whether under the Landlord and Tenant Act 1954 or otherwise
- (E) To take such other actions as may be necessary for the safe and proper running and maintenance of the Landlord's railways and other public transport infrastructure

2 The Landlord's Rights contained in clause 1 of this Schedule or otherwise arising under this Lease shall only be exercised or exercisable:-

- (A) For the purposes of the Landlord's Undertaking and the benefit of the Premises or the railway premises and works and
- (B) Subject to sub-clause 6(9) and
- (C) By the Landlord and any other persons entitled to do so and their respective employees agents contractors and other authorised persons from time to time

THE FOURTH SCHEDULE

Details of the Works

All those works shown on Drawing No. A1960/02 produced by FOA

Form of Authorised Guarantee Agreement

- (1) (name of guarantor) of (address) ("the Guarantor") and
- (2) (name of landlord) of (address) ("the Landlord")

In this Guarantee (where the context permits):-

- 1.1 "the Assignee" means [insert name]
- 1.2 "the Lease" means the lease dated and made between
and for a term of years from and including
- 1.3 "the Premises" means the premises let by the Lease
- 1.4 "the Liability Period" means the period during which the Assignee
is bound by the tenant covenants of the Lease and any additional
period during which the Assignee is liable under an authorised
guarantee agreement
- 1.5 the expressions "authorised guarantee agreement" and "tenant
covenants" shall have the meaning attributed in the Landlord and
Tenant (Covenants) Act 1995 Section 28(1)

- 2.1 In accordance with the provisions of the Lease the Landlord's consent is required to the assignment of the Lease
- 2.2 The Landlord has agreed to give consent to the assignment to the Assignee on the condition that the Guarantor enters into this Guarantee
- 2.3 This Guarantee takes effect only when the Lease is assigned to the Assignee

In consideration of the Landlord's consent to the assignment and subject to the completion of the assignment the Guarantor covenants with the Landlord and (without the need for any express assignment) with all its successors in title that:-

- 3.1 To pay observe and perform**
- The Assignee shall punctually pay the rents and observe and perform the tenant covenants and other terms of the Lease

throughout the Liability Period and if at any time during the Liability Period the Assignee shall make any default in payment of the rents or in observing or performing any of the tenant covenants or other terms of the Lease the Guarantor will pay the rents and observe or perform the tenant covenants or terms and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such default notwithstanding any time or indulgence allowed by the Landlord to the Assignee or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the tenant covenants or other terms of the Lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Assignee at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises

3.2 To take lease following disclaimer or forfeiture

If the Lease shall be disclaimed or forfeited during the Liability Period the Guarantor shall if the Landlord requires by notice within 60 Working Days after receiving notice of disclaimer or forfeiture take from the Landlord at the Guarantor's expense a lease of the Premises for the residue of the term of the Lease from the date of disclaimer or forfeiture at the rent then being paid under the Lease and subject to the same covenants and terms as are contained in the Lease

3.3 To make payments following disclaimer or forfeiture

If the Lease is disclaimed or forfeited during the Liability Period and the Landlord does not require the Guarantor to accept a new Lease of the Premises in accordance with clause 3.2 the Guarantor shall pay the Landlord on demand an amount equal to the rents which would have been payable under the Lease for the period commencing with the date of the disclaimer or forfeiture and ending on the earlier of:-

- 3.3.1 the date 6 Months after such disclaimer or forfeiture and
3.3.2 the date (if any) upon which the Premises are let by the
Landlord at a rent not less than that payable under the
Lease at the date of disclaimer or forfeiture

THE COMMON SEAL of LONDON)
UNDERGROUND LIMITED was)
affixed in the presence of:-)
4-22-1

Director

Assistant
Secretary



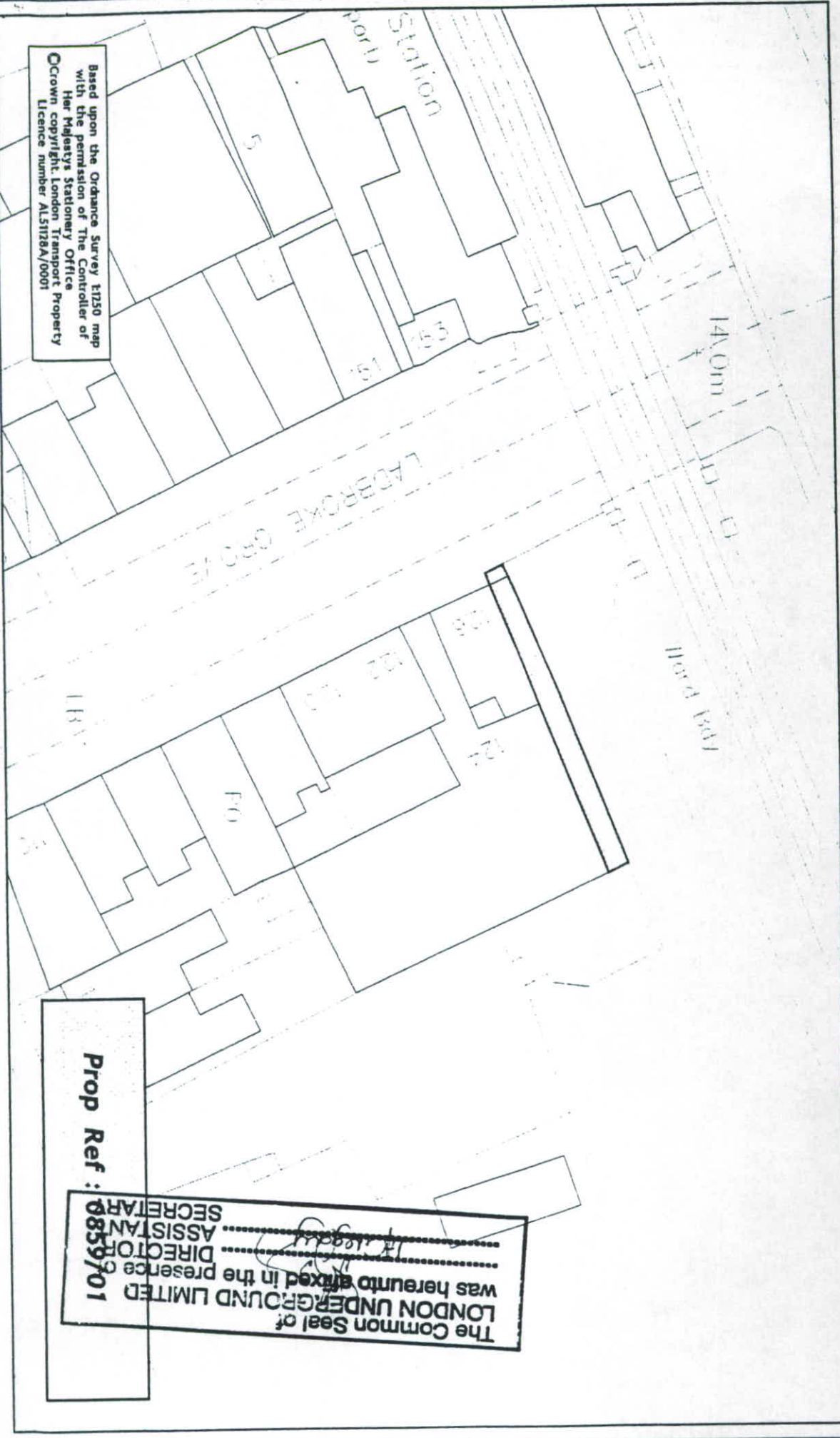



London Transport Property
Townsend House
Greycoat Place
London SW1P 1BL

PASSAGEWAY ADJOINING
124 LADBROKE GROVE
LADBROKE GROVE STATION

Date: 27/05/96
Initials: RFA
Drg No.: 0859/01
Rev: A
Scale: 1:500

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Prop Ref: 0859/01

The Common Seal of
LONDON UNDERGROUND LIMITED
was hereunto affixed in the presence of
DIRECTOR
ASSISTANT
SECRETARY
0859/01



PLAN

Date : 27/05/98
Initials : RFA
Drg No.: 0859/01
Rev : A
Scale : 1:500

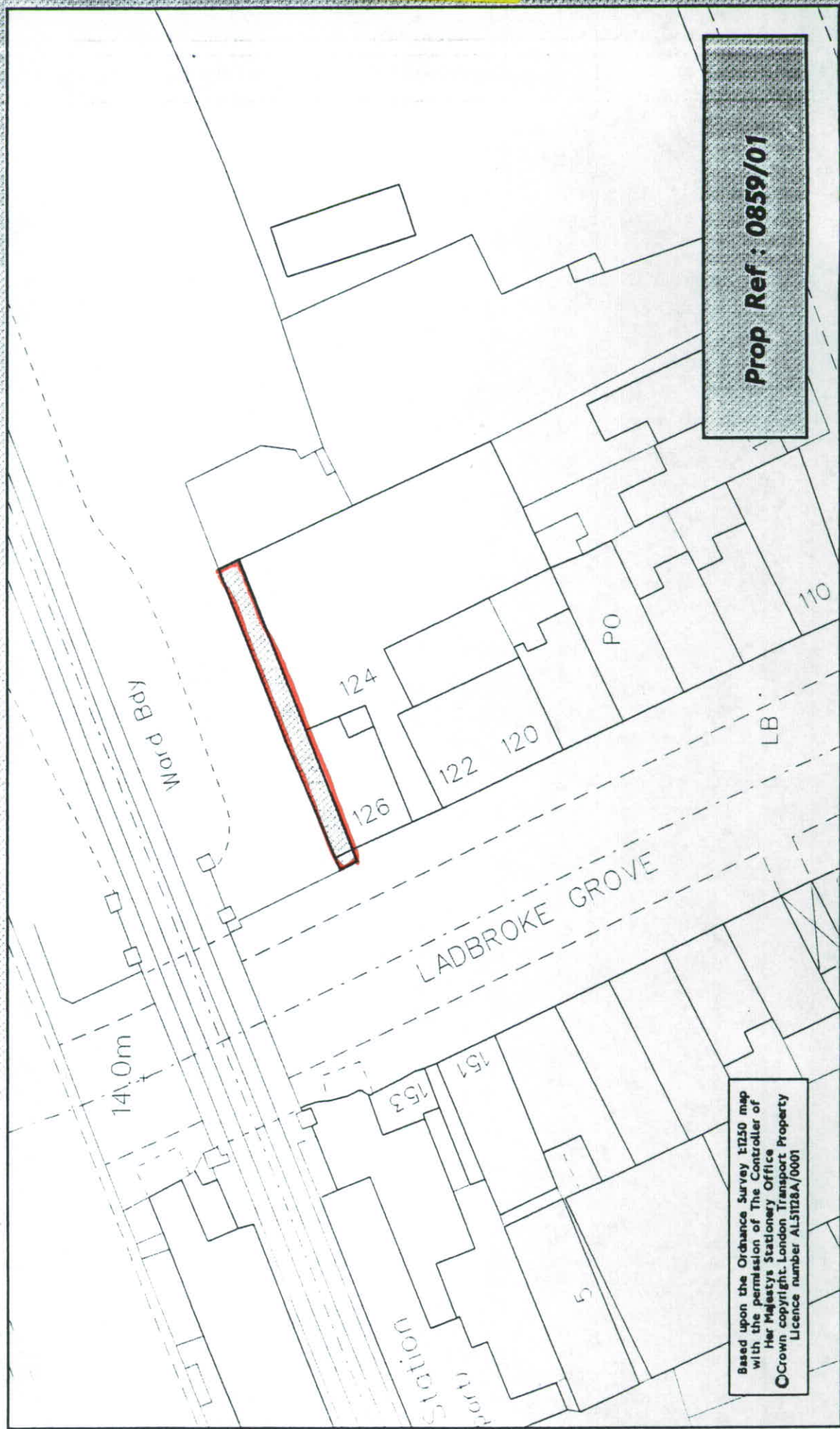
PASSAGEWAY ADJOINING
124 LADBROKE GROVE
LABROKE GROVE STATION

London Transport Property

Townsend House
Greycoat Place
London SW1P 1BL



Prop Ref : 0859/01



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