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Title Number BGL75494

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Dated

24th June

2014

- (1) LONDON UNDERGROUND LIMITED
- (2) LAP13 LIMITED
- (3) RAED SAMIR ZAHREDDINE

Certified a true copy of the original

Michael Elton - Elton & Co Solicitors

2 - 4 Kelly Street, London NW1 8PH



Edie Ro
25/7/14

LEASE



relating to premises partly comprised within Arches known as Arches 1-10
St Marks Road, Ladbroke Grove, London W11 1RE

Term commences 6th September 2013
Term expires 5th September 2025

Reserving:-

- (a) (subject to review) Principal Rent £120,000 per annum
- (b) Additional and Further Rents

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LAND REGISTRY PARTICULARS

LR1.	Date of lease	24 th June	2014
LR2.	Title number(s)		
LR2.1	Landlord's title number(s)	None	
LR2.2	Other title numbers	None	
LR3.	Parties to this lease		
	Landlord	LONDON UNDERGROUND LIMITED (company registration number 1900907) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL	
	Tenant	LAP13 LIMITED (company registration number 08618990) whose registered office is at 5A Parr Road, Stanmore, Middlesex HA7 1NP.	
	Tenant's Guarantor	RAED SAMIR ZAHREDDINE of 45 Cleveland Gardens, Golders Green, London NW2 1AE.	
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. The premises (referred to in this Lease as "the Premises") known as Arches 1-10 St Marks Road, Ladbroke Grove, London W11 1RE shown edged red on the attached plan and described in more detail in Schedule 1	
LR5.	Prescribed statements etc		
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the	Not applicable	

**Leasehold Reform, Housing
and Urban Development Act
1993) of the Land Registration
Rules 2003**

LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable
LR6.	Term for which the Property is leased	The term of 12 years commencing at 0:00 hours on the 6 th day of September 2013 and any extension or continuation of the Term. (This term is referred to in this Lease as "the Term")
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	The rights specified in Schedule 2

Property		
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in Schedule 3
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

THIS LEASE is made on the date set out in LR1 of the Land Registry Particulars
BETWEEN:

- (1) THE LANDLORD
- (2) THE TENANT
- (3) THE GUARANTOR

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) "the Arches" means the structure of the Landlord's arches (referred to in the First Schedule) carrying the Landlord's railway and any part or parts of the Arches
- (C) "the Code" means the Landlord's Code of Practice for Arches used as Garages or Work Places in force at the relevant times
- (D) "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
- (E) "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
- (F) "the Landlord" includes the Landlord's successors in title
- (G) "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 Arches on the Landlord's behalf and at the date of this Lease the Landlord's Agent is the Director of Group Property & Facilities Directorate Transport for London
- (H) "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 in relation to any proposals or circumstances which the Landlord properly considers satisfy the Landlord's Criteria

- (I) "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 Arches and compliance with the Landlord's safety design and materials codes and policies throughout the Term
- (J) "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)
- (K) "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
- (L) "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
- (M) "Liabilities" means liabilities losses claims actions proceedings costs charges damages and other expenses
- (N) "Month" means a calendar month and "Months" shall be construed accordingly
- (O) "Permitted Use" means the use or uses specified in sub-clause 4(13)(A)
- (P) "the Premises" means the premises described in the First Schedule and any part or parts of those premises
- (Q) "the Railway Premises and Works" means (at any time during the Term) the whole or any part or parts of the Arches and the Landlord's other arches 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
- (R) "Restrictions" means any restrictions and matters affecting the Premises or the Permitted 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

- (S) "Standard Policy" means a policy of insurance placed with substantial and reputable insurers providing insurance cover in respect of the Premises on terms equivalent (so far as may be possible) with the Landlord's covenant in sub-clause 5(2) together with 2 years' loss of rent cover
- (T) "the Tenant" includes the Tenant's successors in title
- (U) "the Tenant's Contractor" means (including all and/or any sub-contractor(s)) such person(s) firm(s) or company(ies) proposed by the Tenant to carry out any alterations or improvements
- (V) "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
- (W) "Tenant's Rights" means all or any of the rights granted to the Tenant in the Second Schedule
- (X) "the Term" means the term of 12 years commencing at 0.00 hours on the 6th September 2013 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
- (Y) "VAT" means Value Added Tax and includes any tax of a similar nature substituted for Value Added Tax or levied in addition to it
- (Z) "Working Day" means each day Monday to Friday inclusive except for any Bank Holiday and "Working Days" shall be construed accordingly
- (aa) 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
- (bb) Words referring to or implying one gender include the other gender and the single include the plural and vice versa
- (cc) 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
- (dd) Any Tenant's Obligations shall be complied with at the Tenant's own expense
- (ee) 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
- (ff) Reference to any clause sub-clause paragraph Schedule or Appendix shall mean the relevant clause sub-clause paragraph Schedule or Appendix in this Lease

- (gg) 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
- (hh) The headings in this Lease are to facilitate 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:-

- (1) From and including the commencement of the Term the annual rent of one hundred and twenty thousand pounds (£120,000) subject to the provisions of the Fifth Schedule ("the Principal Rent") and the Principal Rent shall be paid in advance in four equal instalments on the usual quarter days in each year and (if the Landlord requires) by Bankers Standing Order or direct debit
- (2) In consideration of the Landlord's covenant in sub-clause 5(2) on demand and in advance in respect of any yearly or part yearly period expiring on 31 December or such other date which the Landlord may require on written notice to the Tenant (an "Insurance Period") a sum not exceeding the reasonable premium which would be payable for that Insurance Period under a Standard Policy ("the Additional Rent")
- (3) 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 (other than those in other sub-clauses of this clause and in sub-clause 4(1)) 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"

4 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
- (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
- (C) To pay 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 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 and indemnify the Landlord against the proportion fairly and reasonably determined by the Landlord's Agent of all Liabilities incurred by the Landlord in:-
 - (i) constructing maintaining repairing rebuilding and cleansing all 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
 - (ii) providing attendants and a policing and security system (including security staff)
- (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

Repair redecoration cleaning and electrical installations

- (5) (A) To keep the Premises in good and substantial repair order and condition and if necessary to renew rebuild and reinstate the Premises except where and to the extent that the Landlord is required to do so under sub-clause 5(2)
- (B) (i) Subject to paragraph (B)(ii) of this sub-clause to redecorate the Premises by painting polishing varnishing or otherwise appropriately treating the respective parts of the Premises with good quality materials as often as the Landlord's Agent shall reasonably determine to be necessary in order to maintain the Premises to a high standard of decorative finish to the reasonable satisfaction of the Landlord's Agent
- (ii) Except where any deterioration is caused by the Tenant the obligations in paragraph (B)(i) of this sub-clause shall not arise more than once in any period of 18 Months during the Term
- (C) To keep the Premises clean and tidy and free of any rubbish and litter
- (D) If the Premises comprise any open land to keep those parts adequately surfaced and in good condition and not to deposit any waste or refuse on the open land or otherwise allow the open land to become unclean or unsightly or otherwise detrimental to the Premises or the Railway Premises and Works
- (E) To supply to the Landlord within 3 Months of the grant of this Lease a current electrical test certificate relating to the electrical installations at the Premises in compliance with and pursuant to the Institute of Electrical Engineers Regulations (latest edition)
- (F) Not to use the Premises until a fire risk assessment has been undertaken at the Premises in accordance with The Regulatory Reform (Fire Safety) Order 2005 and a copy of that assessment has been provided to the Landlord

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 except in accordance with paragraph (G) of this sub-clause

- (D) Not to cut alter damage or interfere with any of the walls floors ceilings pillars or structural and loadbearing parts of the Premises or the Arches
- (E) Not to make any excavations on any open land at the Premises
- (F) Not to make any connection to the Landlord's Conducting Media
- (G) Only to make internal non-structural alterations or improvements to the Premises if the Tenant first:-
 - (i) Makes an application to the Landlord supported by:
 - (a) adequate drawings and specifications and
 - (b) a proposed method of working and
 - (c) details of (if any) the Tenant's Contractor
 - (ii) Obtains the Landlord's Approval and
 - (iii) Obtains all other consents and permissions which may be required under any Lawful Obligations or from any third party and
 - (iv) Enters into a licence document with the Landlord containing such covenants as the Landlord may require in satisfaction of the Landlord's Criteria for the execution of the alterations or improvements and reinstatement of the premises at or before the End of the Term

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) Whenever required by the Landlord to take proper steps to remediate or prevent any pollution or contamination
- (D) 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
- (E) Not to bring or allow anything to remain on the Premises which will or might overload or damage the Premises or the Railway Premises and Works
- (F) Not to suspend anything from the underside of the Arches without the Landlord's Approval

Conditions for Tenant's works etc

- (8) (A) Subject to paragraphs (B) and (C) of this sub-clause only to carry out any works or decoration at or to the Premises in accordance with the Tenant's Obligations and:-
- (i) By contractors with the Landlord's Approval which shall not be unreasonably withheld if they have received the Landlord's then current safety and other appropriate railway training and
 - (ii) Having first provided full details of the proposed works to the Landlord's Agent and secured the Landlord's Approval of them and
 - (iii) In compliance with any requirements which the Engineer may impose either specifically or by way of any general code of practice or rules and regulations for the purposes of the Landlord's Criteria
- (B) If the Engineer deems it to be necessary for the proper protection of the Railway Premises and Works the Landlord may elect to carry out any of the Tenant's proposed works under the conditions required by the Engineer at the Tenant's proper cost
- (C) The conditions contained in paragraphs (A)(i) (ii) and (iii) of this sub-clause shall not apply where the proposed works are of a routine or minor nature and are not reasonably likely to contravene the Landlord's Criteria

Lawful Obligations

- (9) (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

- (10) (A) Immediately at the End of the Term:-
- (i) To yield up the Premises to the Landlord with vacant possession and in a condition consistent with the Tenant's Obligations and

- (ii) To return all of the keys of the Premises and any duplicates to the Landlord's Agent and
 - (iii) To remove all the Tenant's property stock and goods from the Premises and (if required by the Landlord) all the Tenant's fixtures and fittings and signs and
 - (iv) If required by the Landlord (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
 - (v) 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
- (B) If the Tenant vacates the Premises at the End of the Term without having removed any of the Tenant's fixtures fittings or property in accordance with paragraph (A)(iii) of this sub-clause within 10 Working Days of the End of the Term:-
- (i) The Landlord may sell the fixtures fittings or property as the Tenant's agent and
 - (ii) If the Landlord is unable to contact the Tenant after making reasonable efforts to do so the proceeds of sale may be retained by the Landlord after 20 Working Days from the sale notwithstanding any subsequent claim by the Tenant and
 - (iii) The Tenant will be liable to the Landlord in respect of any damage to the Premises or the Railway Premises and Works and for any other Liabilities as a result of the fixtures fittings or property having been left on the Premises after the End of the Term or their removal or sale under this sub-clause including any claims by third parties

The Landlord's expenses

- (11) 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

Not to duplicate any insurance cover

- (12) Not to duplicate any insurance cover which may be effected by the Landlord at its discretion and where the Tenant has been provided with written details but if (in breach) the Tenant is entitled to the benefit of any insurance proceeds they shall be paid to the Landlord who will either apply them (to the extent that it is required to do so) in complying with the covenant in sub-clause 5(2) and shall otherwise retain them

Permitted Use

- (13) (A) Subject to the Tenant:-
 - (i) Obtaining any necessary planning permissions and
 - (ii) Complying with sub-clause 4(14) and
 - (iii) Being able to comply with all Lawful Obligations and any Restrictions

To use the Premises for storage, repair and sale of roadworthy private motor vehicles and MOT testing between the hours of 0700 and 1900 hours on Mondays to Fridays 0700 and 1300 hours on Saturdays ("the Permitted Hours")
- (B) 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
- (C) Not to use the Premises outside the Permitted Hours or at any time at all on Sundays Christmas Day Good Friday and any other bank or other official public holidays
- (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

Licences

- (14) If any licences or other similar consents must be obtained and then maintained by or on behalf of the Tenant under any Lawful Obligations for the purposes of the Permitted Use ("Licences") the Tenant shall:-
- (A) Apply for and use the Tenant's best endeavours to obtain the grant and any necessary renewals of all Licences throughout the Term
 - (B) Not allow any Licences to lapse or to surrender any Licences or transfer them to any other premises
 - (C) Not conduct the Permitted Use in any manner which would risk the lawful revocation of any Licences
 - (D) Do such things and undertake such works as shall be required to ensure that the Licences are maintained throughout the Term
 - (E) Provide copies of all Licences and associated correspondence to the Landlord
 - (F) (So far as may be possible) insure with substantial and reputable insurers in an appropriate sum against the loss or forfeiture of the Licences in the joint names of the Landlord and the Tenant and any insurance proceeds and any other compensation shall belong to the Tenant and the Landlord in the proportion which fairly represents their respective interests in the benefit of the Licences to be determined by Arbitration if the Landlord and the Tenant are unable to agree
 - (G) At the End of the Term to assign and deliver all Licences to the Landlord or any person nominated by the Landlord

Alienation

- (15) Not to assign underlet hold on trust or otherwise part with or share the possession or occupation of the Premises or any part of the Premises

Production of documents

- (16) 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

- (17) 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 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

- (18) 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

To indemnify the Landlord

- (19) To be responsible for and to release and indemnify the Landlord from and against all Liabilities for or in relation to:-
- (A) Personal injury (whether fatal or otherwise)
 - (B) Loss of or damage to property
 - (C) 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

Fire precautions

- (20) (A) To provide properly test and keep in proper working order all fire prevention and fire fighting equipment and apparatus located in such positions in the Premises as the Landlord or the fire authorities may require during the Term
- (B) Not to obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied
- (C) (i) Not to store or use acetylene or oxygen or any other flammable or compressed gas and not to carry out flame cutting or spraying at the Premises
- (ii) Subject to sub-clause 4(20)(C)(i) of this Lease, not to store or use any explosive or highly inflammable goods or substances at the Premises except in reasonable quantities in accordance with the Permitted Use and then only in accordance with the Landlord's Approval and the fire

authorities' requirements and any manufacturer's or trade safety recommendations.

- (D) To use only electrical heaters which have received the Landlord's Approval
- (E) To permit the Landlord's fire safety officers and any other properly authorised persons to inspect the Premises and to inspect and test the fire equipment and apparatus at the Premises
- (F) To observe and comply with any regulations made by the Landlord and the fire authorities in relation to fire prevention and safety at the Premises the railway premises or the works
- (G) Not to smoke or have any lit cigarette cigar or pipe at the Premises and to require any customer employee agent or other person under the Tenant's reasonable control or authority to safely extinguish any cigarette cigar or pipe
- (H) To display prominent "no smoking" notices in the Premises
- (I) To ensure that the Tenant's staff at the Premises have received all fire safety training required by the Landlord during the Term

Security and fire alarms and sprinklers

- (21) (A) To permit the Landlord and others authorised by the Landlord to have access to the Premises in the event of any fire or security alarms or sprinkler systems being activated
- (B) Not to install or maintain any equipment or apparatus at the Premises which may adversely affect the performance of any security or fire alarms or sprinkler systems
- (C) To notify the Landlord immediately on becoming aware that any security or fire alarms or sprinkler systems are or may be defective
- (D) Not to interfere with or make any unauthorised connection to any security or fire alarm or sprinkler system or ancillary equipment at the Premises or the Railway Premises and Works

Protection of the Arches Use of the access road or way and the Code

- (22) (A) Not to place or use any fireplace stove boiler flue chimney or furnace or light any fire upon the Premises
- (B) Not to store or otherwise deposit any petroleum or oil or other substance material or fluid of a combustible explosive dangerous injurious or offensive nature at the Premises
- (C) Not to bring any pressure to bear against the Arches

- (D) Not to park on or otherwise wholly or partially obstruct any access way or road serving the Premises and the Arc[es
- (E) To comply with the Code the current version (of the Code) being incorporated in the Fourth Schedule and with any rules and regulations which the Landlord may make for the purposes of the general management protection and use of the Arches
- (F) Not without the Landlord's Approval to paint or otherwise alter the appearance of the Arches or affix any board or advertisement to the Arches

Keyholders

- (23) To keep the Landlord's Agent 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

- (24) (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

- (25) 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 of the Landlord or any Liabilities 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

Contribution to costs of Landlord's repairs

- (26) (A) Within 10 Working Days of written demand after compliance by the Landlord with its covenants in sub-clause 5(2) to pay to the Landlord:-
 - (i) One hundred pounds (£100) towards the cost of replacing any broken plate glass at the Premises and
 - (ii) Five hundred pounds (£500) in relation to any other reinstatement or repair of the Premises
- (B) To pay to the Landlord on written demand any amount which the Landlord's Agent reasonably and properly determines (having regard to all appropriate professional advice) to be equivalent to

the insurance proceeds which would be withheld by insurers under a Standard Policy as a result of any act or omission of the Tenant

Control of Asbestos

- (27) References in this sub-clause to regulations are to the Control of Asbestos Regulations 2006 ("the Asbestos Regulations")
- (A) For the avoidance of doubt the Tenant is the duty holder under Regulation 4 and shall be liable for all costs of compliance with the Asbestos Regulations
 - (B) The assessment under the Regulations shall be carried out within 3 Months from the date of this Lease by a contractor accredited by the Health and Safety Executive ("the Asbestos Contractor") and shall (without prejudice to the requirements of the Asbestos Regulations) be a management survey as defined in the Health and Safety Executive Publication "HSG264 Asbestos: The Survey Guide" (2010) a copy of which the Tenant shall provide to the Landlord
 - (C) The Tenant shall:-
 - (i) Undertake any works identified by the assessment and within 10 Working Days of completion of these works produce to the Landlord certificate(s) from the Asbestos Contractor showing compliance with the Asbestos Regulations and
 - (ii) Manage any risk identified by the assessment referred to in this sub-clause and by any antecedent assessment relating to the Premises
 - (D) A copy of the record of measures taken pursuant to the Regulations) shall be sent to the Landlord within 10 Working Days of it being recorded

5 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:-

Quiet enjoyment

- (1) That subject to:-
- (A) The Landlord's Rights and any other contrary provisions in this Lease 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 PROVIDED THAT the Landlord shall not be liable to the Tenant for any damage loss or injury caused by the percolation of water through the Arches or by damp or other similar causes

Repair and reinstatement and rent suspension

- (2) (A) In this sub-clause and sub-clause 6(3):-
- (i) "Relevant Risks" means Commercial "All Risks" of physical loss or damage including but not restricted to fire explosion lightning aircraft earthquake riot civil commotion malicious damage storm flood sudden escape of any substance from any tank apparatus or pipes impact theft or attempted theft subsidence ground heave landslip damage by terrorist act (which shall have the meaning which would be afforded to it under a Standard Policy) or accidental damage and having first notified the Tenant in writing such other usual or proper risks which the Landlord shall deem appropriate in relation to the Premises or the use and occupation of the Premises during the Term
 - (ii) "Rebuilding Cost" means the total gross costs (including VAT) of rebuilding and reinstating the Premises including all relevant professional fees the costs of any application for planning permission or other licences consents or authorities the requirements of any Lawful Obligations and the costs of site clearance and preparation
- (B) That subject to paragraphs (C) and (D) of this sub-clause if at any time during the Term:-
- (i) Any plate glass of the Premises is broken and if the Landlord's Agent estimates that the total gross cost (including VAT) of replacing the broken plate glass will exceed One hundred pounds (£100) then the Landlord will replace the broken plate glass with all reasonable speed
 - (ii) The Premises are destroyed or damaged by any of the Relevant Risks and if the Landlord's Agent properly estimates that the Rebuilding Cost will exceed Five

hundred pounds (£500) the Landlord will with all reasonable speed endeavour to obtain all necessary permissions licences or consents and when these have been obtained and all Lawful Obligations may be complied with the Landlord will with all reasonable speed rebuild repair or otherwise reinstate the Premises in a good and substantial manner

- (C) The Landlord's covenant to repair and reinstate the Premises in paragraph (B)(ii) of this sub-clause shall:-
- (i) Be subject to payment by the Tenant on all due dates of the Additional Rent and
 - (ii) Be subject to the rights of the Landlord and the Tenant to determine this Lease in accordance with sub-clause 6(3) and
 - (iii) Not apply if and to the extent that any damage or destruction of the Premises is attributable to or caused by the Tenant or persons acting under the Tenant's control or with the Tenant's express or implied authority in circumstances which would allow insurance proceeds to be withheld by insurers under a Standard Policy and
- (D) If the Premises have not been rebuilt or reinstated for the reasonable resumption of the Permitted Use within 2 years of the date of destruction or damage owing to circumstances outside the reasonable control of the Landlord or the Tenant the provisions of sub-clause 6(3) will apply
- (E) If the Premises or the Railway Premises and Works are damaged or destroyed by any of the Relevant Risks so that the Premises or any part of the Premises are rendered unfit for occupation by the Tenant for the purposes of the Permitted Use and the Landlord is required to repair or reinstate the Premises in accordance with this sub-clause the Principal Rent or a due proportion of the Principal Rent according to the extent of the damage or destruction sustained and the degree to which the Permitted Use is prevented at any time (the proportion being determined by Arbitration in default of agreement by the Landlord and the Tenant) shall be suspended until:-
- (i) The Premises are repaired or reinstated so that the Permitted Use may reasonably resume or (if earlier)

- (ii) The date which is 2 years from the date of destruction or damage

6 MISCELLANEOUS PROVISIONS

Forfeiture

- (1) If:-
- (A) The Rents are not paid on becoming due whether 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 or has any distress or execution levied on the Tenant's goods

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 3 Months' written notice or
 - (B) 28 days' notice if the Engineer 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

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 the Landlord or the Tenant or the Guarantor against the others 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 5% above the HSBC 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

Disputes

- (9) The Landlord's Agent shall have authority at its discretion to settle any disputes between the Tenant and the Landlord's other tenants and the lawful occupiers and users of the Arches in connection with the Premises or the Arches acting fairly and reasonably in all the circumstances and the Tenant shall accept the Landlord's Agent's determination

Exercise of the Landlord's Rights etc

- (10) 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
- (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 exercise of the Landlord's Rights prevents the Permitted Use for a period of 1 or more Working Days the Principal Rent or a due proportion of the Principal Rent determined by Arbitration if the Landlord and the Tenant are unable to agree shall be suspended until the Permitted Use may reasonably resume

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

- (11) 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

- (12) (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 or the Guarantor (if it is a company incorporated within Great Britain) at the last registered office notified to the Landlord or otherwise on the Tenant at the Premises or on the Tenant or the Guarantor 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 it 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 comprises more than one person a notice to any one of them is to be regarded as Notice to each person

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 Landlord and Tenant (Covenants) Act 1995 applies to this Lease

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties confirm that notwithstanding any other provisions of this Lease this Lease shall not and shall not purport to confer on any third party any benefit or any right to enforce any term of this Lease for the purposes of the Contracts (Rights of Third Parties) Act 1999

11 GUARANTOR PROVISIONS

- (1) The Tenant covenants with the Landlord to give notice to the Landlord immediately on becoming aware that the Guarantor has:-
- (A) (In the case of a limited company) entered into liquidation or been dissolved or had any receiver appointed or passed a resolution to do so; or
 - (B) (In the case of individual) died or become bankrupt
- and if the Landlord reasonably requires the Tenant must within 20 Working Days provide an alternative Guarantor who must be reasonably acceptable to the Landlord and will be required to immediately enter into a Deed of Guarantee with the Landlord at the Tenant's expense containing equivalent covenants to those contained in sub-clause (2) of this clause
- (2) The Guarantor covenants with the Landlord that:-
- (A) The Tenant shall punctually pay the Rents and observe and perform the Tenant's Obligations for the full period allowed at law (the "Liability Period") and if at any time during the Liability Period the Tenant defaults in payment of the Rents or in observing or performing any of the Tenant's Obligations the Guarantor will pay the Rents and observe or perform the Tenant's Obligations and make good to the Landlord on demand and indemnify the Landlord against all Liabilities arising or incurred by the Landlord as a result of the Tenant's default notwithstanding any time or indulgence allowed by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the Rents or the observance or

performance of the Tenant's Obligations or any refusal by the Landlord to accept the Rents tendered by or on behalf of the Tenant 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

- (B) If the Lease is forfeited or disclaimed during the Liability Period and if the Landlord requires by notice within 60 Working Days of forfeiture or receiving notice of disclaimer to take from the Landlord at the Guarantor's expense a lease of the Premises for the residue of the Term from the date of forfeiture or disclaimer at the Rents then being paid under the Lease and subject to the covenants and terms contained in the Lease
- (C) If the Lease is forfeited or disclaimed during the Liability Period and the Landlord does not require the Guarantor to accept a new Lease of the Premises to pay the Landlord on demand an amount equal to the Principal Rent which would have been payable under the Lease for the period commencing on the date of the forfeiture or disclaimer and ending on the earlier of the dates:-
 - (i) 6 Months after forfeiture or disclaimer and
 - (ii) (If any) on which the Premises are let by the Landlord at not less than the Rents payable under the Lease at the date of forfeiture or disclaimer

This Lease has been executed as a deed by the parties on the above date

THE FIRST SCHEDULE

Description of the Premises

The Premises comprised within Arches 1-10 St Marks Road, Ladbroke Grove, London W11 1RE and shown edged red on the plan attached to this Lease ("the plan") including:-

- (A) All enclosures panels fences and walls
- (B) The doors and windows
- (C) Any alterations and improvements to the Premises
- (D) All fixtures and fittings at or upon the Premises during the Term except the Tenant's trade fixtures and fittings
- (E) The Conducting Media which exclusively serve the Premises during the Term but excluding all space above and below the Premises described in paragraphs (A) to (E) (inclusive) and all of the Railway Premises and Works

THE SECOND SCHEDULE

The Tenant's Rights

- 1 Subject to paragraphs 2 and 3 of this Schedule the Landlord grants the Tenant the right:-
 - (A) To pass on foot and with appropriate vehicles over and along the Landlord's access road or other access way shown coloured brown on the plan to and from the Premises
 - (B) 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 paragraph 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 any land adjoining the Premises and the Railway Premises and Works
- (D) (i) To affix notices signs or posters and any necessary connections and fixings to the outside of the Premises
- (ii) To fix and retain a reletting board on the Premises within 3 Months of the End of the Term (but not so as to impede the Permitted Use)
- (E) To enter (and in an emergency to break and 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
 - (viii) Service test maintain and repair any of the Landlord's security fire alarms and fire detection equipment and sprinkler systems

- (F) To make and impose rules and regulations as to the use and management of the Arches
 - (G) To close the access road or other access way serving the Arches temporarily in whole or part for the purposes of maintenance or repair or to carry out works to the Railway Premises and Works or in the case of security alert or other emergency
 - (H) 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 paragraph 1 of this Schedule or otherwise arising under this Lease shall be exercised or exercisable:-
- (A) For the purposes of the Landlord's Undertaking and the benefit of the Railway Premises and Works and
 - (B) Subject to sub-clause 6(10) 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

Code of Practice for Arches Used as Garages or Work Places

SECTION A

GENERAL FIRE AND SAFETY REQUIREMENTS

1. ARCHES

The Arch and the Premises must be kept secure so that children cannot enter the Arch and the Premises and they cannot be used as rubbish dumps or become a fire or health hazard. This applies in particular to vacated Arches.

All mains services must be disconnected by the Tenant when the Arch and the Premises are vacated.

2. STRUCTURES WITHIN THE ARCHES

All structures such as additional floors must be approved in writing by the Landlord's Agent and (where appropriate) local authority building control. If such floors are found to be unsafe or overloaded, the Tenant must take immediate steps to have the unsafe items removed, or the loading reduced.

3. OBSTRUCTED ROADWAY

The Tenant, its staff and any other persons must not leave rubbish etc outside the Arch and the Premises that could cause a hazard for others.

Parking of vehicles outside the Arch and the Premises must also be controlled, so as to facilitate access of emergency vehicles (eg. police, fire and ambulance vehicles) at all times.

4. FIRE EXITS

Fire exits must be adequate and kept clear and available for use at all times that the Tenant, its staff or any other persons are at the Premises.

5. ELECTRIC WIRING

Electric wiring and equipment must be maintained in a safe condition to current statutory requirements. All electrical wiring etc must be carried out by competent electricians in accordance with current statutory requirements.

6. DUST CONTROL

Dust or fumes which are injurious offensive or explosive must not be emitted outside the Arch and the Premises to cause annoyance or a hazard to others.

Dust and shavings from woodworking, metal grinding machines etc must not be allowed to accumulate in or around machines or on ledges. It must be removed daily and kept in lidded metal containers and disposed of at frequent intervals with other combustible rubbish.

The dust from these machines must be extracted in a manner previously approved by the Landlord's Agent.

7. GOOD HOUSEKEEPING

The Arch and the Premises must be kept clean and tidy with combustible rubbish being removed daily and kept in metal containers.

All flammable/highly flammable products and gas cylinders are to be returned to their secure store at the end of the working day.

Fire escape routes are to be kept clear and available at all times.

8. HEATING

8.1 The use of open flame space heaters using Liquefied Petroleum Gas ("LPG") is not permitted where Highly Flammable Liquids ("HFL" as defined in Section B1) or petrol products are used or stored within the Arch or the Premises.

In other cases open flame space heaters using LPG may be used for heating purposes only subject to the Landlord's approval. They must also only be used in predetermined safe marked positions.

The maximum number of LPG cylinders (full or empty) permitted within any one Arch is two (2) with a maximum cylinder capacity of 15 Kg (Butane) and 19 Kg (Propane).

8.2 Heating in the Arch or 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 superheated steam) the boiler being:-

(i) outside or

- (ii) in a communicating boiler house the dividing wall being of brick or concrete or
 - (iii) in a separate compartment constructed of brick or concrete within the building or
- (2) Electric appliances:-
 - (i) fixed more than 6ft (1.8m) above floor level or
 - (ii) of the bulb black heat or completely enclosed non luminous (including oil filled) types or
- (3) Oil fired 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:-
 - (i) the aggregate capacity of fuel tanks within the building is not more than 100 gallons (455 litres)
 - (ii) 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 pipe where it enters the building
 - (iii) there is a stop valve on the main supply pipe.

9. PETROL AND OTHER OILS, GASES, ETC

Petroleum oils or any other material substance or liquid or gas of a compressed, combustible, offensive, explosive, dangerous, inflammable or injurious nature must not be stored, deposited or used within or upon the Arch or the Premises save as provided in this Code. For the avoidance of doubt, Acetylene, Oxygen, and any other flammable or compressed gases must not be stored, deposited or used within or upon the Arch or the Premises.

10. DRAINS AND SEWERS

Petroleum oils or any other material substance or liquid of a combustible, offensive, explosive, dangerous, inflammable or injurious nature must not be discharged into any drain or sewer whether serving the Arch or the Premises or serving any adjoining or adjacent arches or premises.

11. USE OF WELDING EQUIPMENT

Only competent persons fully trained in the use of welding equipment should be allowed to operate such equipment within the Arch and the Premises. For the avoidance of doubt, high voltage electrical welding equipment is permitted subject to the provisions of this Code.

12. FLAME CUTTING AND SPRAYING

Flame cutting and spraying are both prohibited within the Arch and the Premises.

13. SIGNS

Appropriate Hazchem warning signs must be displayed outside the Arch and the Premises for the information of the Fire Brigade.

"Fire Action" "No Smoking" "Fire Exit" and any signs or notices required to comply with statutory legislation must be displayed within the Arch and the Premises.

14. HAZARDOUS SUBSTANCES

No processes or storage involving asbestos or hazardous substances will be allowed without prior written authorisation from the LUL Railway Asbestos Control Unit and the Landlord's Agent.

15. TRAINING

All persons who work within the Arch and the Premises shall be trained in the use of the fire extinguishers located within the Arch and the Premises.

They shall also know how to raise the alarm in the event of a fire as well as being able to call the Fire Brigade.

First Aid facilities in line with current statutory legislation shall be available.

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 C of this Code for Petroleum Spirits and Mixtures).

Examples: Cellulose Solutions - Acetone - Ethyl - Alcohol Thinners - Methylated Spirits - Methanol

All HFL containers must be marked with the flame symbol and the words "HIGHLY FLAMMABLE".

2. USE OF HFL

- (a) The quantity of HFL in use must be kept to the absolute minimum required for the work in hand. The liquids must be kept in sealable containers and closed when not in use.
- (b) No means of ignition shall be present when dangerous concentrations of highly flammable vapours may be expected to be present.
- (c) 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.
- (d) No smoking is to be allowed in areas where HFL are in use or stored. NO SMOKING notices must be displayed.

- (e) All practical steps must be taken to prevent deposits of solid cellulose residue.
- (f) Precautions must be taken to avoid spills and leaks. Keep containers secure to avoid accidental spillage and breakages.
- (g) When a dangerous concentration of vapours may be expected to be present from a process, that operation must be carried out in a fire resistant enclosure with suitable mechanical ventilation.
- (h) An adequate number of suitable fire extinguishers must be provided and maintained.
2 x 9 Litre Aqueous Film Forming Spray Foam extinguishers are the MINIMUM.

3. STORAGE OF HFL

UP TO 50 LITRES of HFL may be stored in a workroom provided:-

- (i) it is kept in suitable enclosed containers
- (ii) stored in bins that are fire resisting or a purpose built flammable store
- (iii) Fire Storage Cabinets for Flammable Liquids must be clearly marked with the flame symbol and with a notice bearing the words HIGHLY FLAMMABLE - NO SMOKING

FLAMMABLE stores must also be correctly marked.

SECTION C

THE USE AND STORAGE OF PETROLEUM SPIRITS AND MIXTURES

1. (a) 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
- (b) Petroleum Mixture is any mixture containing petroleum which gives off a 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 (13.63 litres) of petroleum spirit or 30lbs (13.61 Kg) of petroleum mixture for general use.

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

3. WORK WHERE CONTACT WITH PETROLEUM SPIRIT IS POSSIBLE

Work involving contact with petrol, 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. 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; where this is not possible they should be stored in fire resistant bins in a safe position within the Arch, away from any means of ignition. All bins must be clearly marked PETROLEUM SPIRIT/MIXTURE HIGHLY FLAMMABLE.

- (a) Quantities of petroleum spirit up to 3 gallons (13.63 litres), not requiring a licence, must be kept in securely stoppered separate metal containers the containers being clearly marked "PETROLEUM SPIRIT" and "HIGHLY FLAMMABLE". The capacity of the containers must not exceed 2 gallons.
- (b) Quantities of petroleum mixtures up to 30lbs (13.61 Kg) not requiring a licence should be marked "PETROLEUM MIXTURE GIVING OFF A FLAMMABLE HEAVY VAPOUR".

Quantities in excess of the above are not allowed without a petroleum licence.

ADDITIONAL GUIDANCE DOCUMENTS

LONDON FIRE BRIGADE - FIRE SAFETY GUIDANCE NOTES

No.4	Storage of LPG Cylinders
No.6	Storage of Petroleum Spirit/Mixtures in cans and drums
No.17	Construction of Spraying & Mixing rooms
No.37	General principles regarding the keeping of Petroleum Spirit & Petroleum Mixtures

L P GAS ASSOCIATION

Alma House

Alma Road

Reigate

Surrey

RH2 0AZ

01737 224700

CODE OF PRACTICE 24 - USE OF LPG CYLINDERS PARTS 1 & 2

THE FIFTH SCHEDULE

The Rent Review Provisions

Greater of Open Market and IPD

Part A

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

- 1 The "Rent" means the Principal Rent
- 2 The "Relevant Review Date" means 6th September 2016, 6th September 2019 and 6th September 2022
- 3 The "Reviewed Rent" means the Rent payable from and including the Relevant Review Date in accordance with Parts B C and D of this Schedule
- 4 The "Index" means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department of government
- 5 "the Base Figure" means the figure of the Index last published before the commencement of the Term

Part B

- 1 The Reviewed Rent shall be the greater of:-
 - (1) the Rent payable immediately before the Relevant Review Date or
 - (2) the New Rent determined in accordance with the provisions of Part C of this Schedule or
 - (3) the Substituted Rent determined in accordance with the provisions of Part D of this Schedule
- 2 The Reviewed Rent shall take effect and when determined will be payable on demand from and including the Relevant Review Date together with interest at 5% below the rate provided by sub-clause 6(8)(A) on the instalments of the Reviewed Rent which the Landlord would have been entitled to receive from the Relevant Review Date less the Rent actually paid during that period and calculated from the date when the instalments of the Reviewed Rent should have been paid until the date of actual payment
- 3 The Reviewed Rent shall be recorded in a memorandum in duplicate signed by or on behalf of the Landlord and the Tenant and attached to this Lease and its counterpart

Part C

- 1 The Landlord may serve written notice on the Tenant (a "Rent Notice"):-
 - (1) on the Relevant Review Date or
 - (2) at any time not more than 12 Months before the Relevant Review Date or
 - (3) at any time between the Relevant Review Date and the next subsequent Relevant Review Date or the End of the Term whichever is the earlierproviding for the increase from the Relevant Review Date of the Rent payable immediately before the Relevant Review Date to the amount specified in the Rent Notice and then:-

- 2 The Landlord and the Tenant shall negotiate the Rent which is to be paid from the Relevant Review Date ("the New Rent")
- 3 If the Landlord and the Tenant are unable to agree the New Rent within 2 Months from the service of the Rent Notice the question may be referred by either the Landlord or the Tenant to an independent surveyor who shall be an associate or fellow of the Royal Institution of Chartered Surveyors of at least 10 years standing ("the Surveyor") and who (failing agreement between the Landlord and the Tenant within 10 Working Days of a written nomination) shall be nominated on joint application by the Landlord and the Tenant or (failing this within 10 Working Days of written request) on the sole application of either the Landlord or the Tenant by the President of the Royal Institution of Chartered Surveyors or the deputy President or any person authorised by the President to make appointments on his behalf ("the President") and the Surveyor shall be appointed to act as an expert unless the Landlord elects at its sole discretion that the Surveyor should act as an arbitrator
- 4 The New Rent shall be the greater of either the Rent payable immediately before the Relevant Review Date or the best rent at which the Surveyor decides the Premises could be let with vacant possession in the open market at the Relevant Review Date disregarding the matters specified in paragraph 5 of this part but on the assumptions:-
 - (1) That the Premises are to be let without a premium and
 - (2) That the Premises are to be let by a willing landlord to a willing tenant and
 - (3) That the Premises are to be let on the terms and conditions of this Lease other than the amount of the Principal Rent and any rent-free period or rent abatement allowed to the Tenant in respect of any fitting out works by the Tenant and
 - (4) That the Tenant's Obligations and the Landlord's covenants have been respectively observed and performed and
 - (5) That the Premises are fit for and fitted out and equipped for immediate occupation and the Permitted Use and
 - (6) That no work has been carried out at the Premises during the Term which has diminished the rental value of the Premises and
 - (7) If the Premises have been destroyed or damaged they have been fully repaired or reinstated and
 - (8) That the Premises would be let for a term of 12 years commencing on the Relevant Review Date
- 5 In determining the New Rent the Surveyor shall disregard:

- (1) Any effect on the New Rent which may be attributable to the occupation of the Premises by the Tenant (which for the purposes of the whole of this paragraph 5 includes any legal or natural person deriving title under the Tenant) and
 - (2) Any goodwill attached to the Premises as a consequence of the Tenant carrying on the Permitted Use and
 - (3) Any increase in the New Rent arising from any alterations or improvements made to the Premises by the Tenant with the Landlord's Approval (where required) and carried out during the Term or any prior period authorised by the Landlord except where the alterations or improvements are made under any of the Tenant's Obligations or any other obligation to the Landlord
- 6 The fees and expenses of the Surveyor including the cost of appointment and any discharge or replacement and VAT shall be payable by the Landlord and the Tenant in such proportion as the Surveyor may properly determine taking into account all relevant circumstances including any representations made to the Surveyor and the conduct of the Landlord and the Tenant prior and leading to the Surveyor's appointment and decision as to the New Rent
- 7 The Surveyor shall allow the Landlord and the Tenant the opportunity to make representations and to comment on any representations made by the other but is not to be fettered by any representations and is entitled to rely on his own judgement or opinion
- 8 If the Surveyor dies or otherwise becomes incapable of acting or is unwilling to act or if the Surveyor fails to notify the Landlord and the Tenant of his decision within 6 Months from the date of appointment either the Landlord or the Tenant may apply to the President to discharge the Surveyor and appoint a replacement

Part D

- 1 The "Substituted Rent" means the amount produced by increasing the Rent payable immediately before the Relevant Review Date in accordance with the Percentage Figure which is calculated as follows:-

$$PF = \left(100 \times \left(\frac{I - B}{B} \right) \right) \text{ plus 1\% per annum}$$

where:-

"PF" means the Percentage Figure

Signed as a deed by)
LAP13 LIMITED)
acting by one director)
in the presence of:)

Signature of director:

Witness Signature:

Witness Name:

Witness Address:

SIGNED and EXECUTED as a Deed)
By **RAED SAMIR ZAHREDDINE**)
in the presence of:-)

Witness' signature
Name (please print)
Address
.....
Occupation



Transport for London
TfL Operational Property
Commercial Development
Windsor House
42-50 Victoria Street
SW1H 0TL

Arches 1-10 St Marks Road, Ladbroke Grove W11



A4 Landscape

Date :	26/01/2014
Initials :	VM
Drwg No. :	2065-007
Rev :	-
Scale :	1:500



Authorised Signatory

E. Pittard

