



2013

Dated

15<sup>th</sup> May

- (1) London Legacy Development Corporation
- (2) Innovation City (London) Limited

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Agreement for lease

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for the letting of premises known as the Broadcast Centre and Press Centre at The Queen Elizabeth Olympic Park, London

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## PARTICULARS

**Date** 1<sup>st</sup> May 2013

**Landlord** London Legacy Development Corporation whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, Olympic Park, London E20 1EJ

**Tenant** Innovation City (London) Limited (registered number 7640912) whose registered office is at Norfolk House East, 499 Silbury Boulevard, Milton Keynes, Buckinghamshire MK9 2AH

**Application Deadline** [REDACTED] or such other date as the parties agree in writing (acting reasonably)

**Completion Date** The tenth Working Day after the later of:

- (a) the Unconditional Date;
- (b) the Date of Practical Completion of the Transformation Works; and
- (c) the date on which the Landlord has provided to the Tenant the documentation required to be delivered pursuant to **clause 3.3** unless the Tenant (in its sole discretion) elects (by serving notice in writing on the Landlord to this effect) to complete the Lease notwithstanding any or all of such items have not been provided

**Landlord's Solicitors** Eversheds LLP of One Wood Street, London EC2V 7WS [REDACTED]

**Premises** The premises which are registered (with other land) under the Title Number known as the Broadcast Centre and Press Centre at The Queen Elizabeth Olympic Park, London as defined and more particularly described in the Lease, subject to **clause 6.3**

**Tenant's Solicitors** Taylor Wessing LLP of 5 New Street Square, London EC4A 3TW [REDACTED]

**Title Number**

EGL533902 and EGL533901

**Works Longstop Date**

The fifth anniversary of the Completion Date subject to **clause 9.11**

**THIS AGREEMENT** is made on the date set out in the Particulars

**BETWEEN**

- (1) the Landlord; and
- (2) the Tenant.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Defined terms**

In this Agreement, the following words and expressions have the following meanings:

<b>"Actual Completion"</b>	actual completion of the grant of the Lease and "Date of Actual Completion" is to be interpreted accordingly
<b>"Appointment"</b>	each of the deeds of appointment of the Professional Team to be entered into in accordance with <b>Schedule 6</b>
<b>"Appointment Default"</b>	the rescission of the Building Contract or any Appointment without (save in the case of emergency) the express written consent of the Landlord (such consent not to be unreasonably withheld or delayed) or their determination due to the Tenant's breach
<b>"Architect"</b>	such architect as the Tenant or the Building Contractor appoints as the architect for the Tenant's Works in accordance with <b>Schedule 6</b>
<b>"BAM Nuttall Contract"</b>	the contract dated 21 September 2012 and made between (1) Olympic Park Legacy Company Limited and (2) BAM Nuttall Limited in relation to various works to part of the Estate including part of the Transformation Works
<b>"Broadcast Centre"</b>	has the meaning given to it in the Lease
<b>"Building Contract"</b>	the building contract or contracts for the carrying out of the Tenant's Works to be

	entered into in accordance with <b>Schedule 6</b>
<b>"Building Contractor"</b>	such building contractor as the Tenant appoints as the building contractor for the purposes of the Tenant's Works in accordance with <b>Schedule 6</b>
<b>"Car Park"</b>	the multi storey car park adjacent to the Premises
<b>"Car Parking Licence"</b>	a car parking licence to be granted by the Landlord to the Tenant in the form attached to this Agreement as <b>Appendix 5</b> incorporating the details to be included under <b>clause 3.4.2</b>
<b>"Car Park Works"</b>	the works to the Car Park briefly described in the specification attached to this Agreement as <b>Appendix 8</b> to be carried out by the Landlord in accordance with <b>clause 9</b>
<b>"CCHP Agreement"</b>	an agreement dated 11 April 2008 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Elyo East London Energy Limited
<b>"CDM Co-ordinator"</b>	such reputable and suitably qualified person as the Tenant appoints as the CDM co-ordinator for the Tenant's Works in accordance with regulation 14(1) of the CDM Regulations
<b>"CDM Regulations"</b>	the Construction (Design and Management) Regulations 2007 and references to a "Regulation" are to a regulation in them
<b>"Certificate of Practical Completion"</b>	the certificate or statement to be issued in accordance with (as applicable) the Building Contract, the BAM Nuttall Contract or the New Contract certifying that Practical Completion has taken place
<b>"Cofely"</b>	Cofely East London Energy Limited (company registration number 6307742) (formerly called Elyo East London Energy Limited) and any person to whom its interest in the CCHP Agreement is assigned, transferred or otherwise disposed of in accordance with the



	CCHP Agreement
<b>"Commercial Conditions"</b>	the Standard Commercial Property Conditions (Second Edition)
<b>"Conditional Period"</b>	has the meaning given to it in <b>paragraph 1 of Part 1 of Schedule 5</b>
<b>"Consents"</b>	any of the following consents required for the carrying out of (as applicable) the Transformation Works or the Tenant's Works (or the relevant part of them): <ul style="list-style-type: none"> <li>(a) planning permission, listed building consent or conservation area consents or any other approvals from the local planning authority required under the Planning Acts;</li> <li>(b) building regulations approvals;</li> <li>(c) all other permissions, licences, certificates, consents and approvals required under any statute or from any local or public authority; and</li> <li>(d) the consent of any other occupiers of the Estate or the occupiers of any neighbouring premises affected by the Transformation Works or the Tenant's Works (as the case may be)</li> </ul>
<b>"Consents Condition"</b>	the condition set out in <b>clause 5.11.1</b>
<b>"Date of Practical Completion"</b>	in respect of the Transformation Works or the Tenant's Works or any Phase (as applicable), the date certified in the relevant Certificate of Practical Completion as the date of Practical Completion
<b>"Electricity Agreement"</b>	an agreement dated 22 May 2009 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Lea Valley Utilities Limited
<b>"Employer's Agent"</b>	such person as the Tenant appoints as the

employer's agent for the purposes of the Building Contract in accordance with **Schedule 6**

**"Environment"**

all or any of the following media namely the air, including without limitation the air within buildings and within other natural or manmade structures, water and land and any living organisms or ecosystems supported by those media

**"Environmental Consultant"**

such environmental consultant as the Tenant or the Building Contractor appoints as the environmental consultant for the Tenant's Works in accordance with **Schedule 6**

**"Environmental Liabilities"**

all claims, costs, damages, expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding), losses and liabilities including costs of remediation, fines and penalties arising from or in connection with the pollution or protection of the Environment or harm to or the protection of human health and safety or the health of animals and plants

**"Estate"**

has the meaning given to it in the Lease

**"Existing Contamination"**

the presence in, on under or over the Premises or any adjoining or neighbouring property at the date of the Lease of any Hazardous Material

**"Expert"**

has the meaning given to it in **clause 22**

**"Fitting Out Works"**

any works (other than the Tenant's Works) which the Tenant wishes to carry out or permit to be carried out at the Premises

**"Force Majeure"**

any one or more of the following:

- (a) fire;
- (b) storm or other exceptionally adverse weather conditions;

- (c) war, hostilities, rebellion, insurrection, military or usurped power or civil war;
- (d) labour lockouts, strikes or other industrial disputes;
- (e) riot, terrorist action, civil commotion or disorder;
- (f) decree of government;
- (g) non-availability of labour, materials or equipment; and
- (h) any other causes or circumstances beyond the reasonable control of the Landlord or the Tenant (as applicable)

but in each case save insofar as the same arises as a direct result of the wrongful or negligent act or omission or default of the Landlord or the Tenant (as applicable) and only in so far as the relevant event delays the completion of the Transformation Works or the Tenant's Works (as the case may be)

**"Funder"**

a funder providing finance to the Tenant in respect of the Premises and/or the carrying out of the Tenant's Works

**"Hazardous Material"**

any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance

**"Insolvency"**

has the meaning given to it in **Schedule 4** and "Insolvent" has a corresponding meaning

**"Insured Risks"**

has the meaning given to it in the Lease

**"Insurers"**

the insurers with whom the Premises are insured

**"Landlord's Representative"**

such person(s) appointed by the Landlord as employer's agent/project manager/contract administrator (as appropriate) under the

Transformation Works Contracts and notice of whose appointment has been given in writing to the Tenant

**"Lease"**

a lease to be granted by the Landlord to the Tenant in the form attached to this Agreement as **Appendix 1** incorporating the details to be included under **clause 6.2** and any amendments required pursuant to **clause 6.3.4.**

**"LCS Permission"**

planning permission reference 11/90621/OUTODA dated 28 September 2012

**"LVUL"**

Lea Valley Utilities Limited (company registration number 6043508) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement

**"Mechanical and Electrical Services Engineer"**

such mechanical and electrical services engineer as the Tenant or the Building Contractor appoints as the Mechanical and Electrical Services Engineer for the purposes of the Tenant's Works in accordance with **Schedule 6**

**"MMCR"**

has the meaning given to it in the Lease

**"New Contamination"**

the presence of any Hazardous Material in, on under or over the Premises other than Existing Contamination

**"New Contract"**

a building contract to be entered into by the Landlord with a suitably qualified contractor for the carrying out of the Transformation Works relating to the Broadcast Centre

**"New Contractor"**

the building contractor appointed pursuant to the New Contract

**"Parking Spaces"**

such number of car parking spaces within the Car Park the use of which by the owners and occupiers of the Premises and their respective servants, agents and visitors is authorised

	under the Satisfactory Planning Permission
<b>"Particulars"</b>	the Particulars set out at the front of this Agreement
<b>"Permitted Interest"</b>	has the meaning given to it in <b>clause 20.5</b>
<b>"Permitted Occupational Agreement"</b>	has the meaning given to it in <b>clause 20.5</b>
<b>"Phase"</b>	in relation to the Tenant's Works, each of the following: <ul style="list-style-type: none"> <li>(a) those elements of the Tenant's Works relating to the Press Centre;</li> <li>(b) those elements of the Tenant's Works relating to the Broadcast Centre;</li> <li>(c) public realm works; and</li> <li>(d) the remainder of the Tenant's Works (primarily comprising landscaping works and works to common areas within the Premises and works to the MMCR)</li> </ul>
<b>"Planning Acts"</b>	the Town and Country Planning Act 1990 and the other Acts of Parliament defined as the "Planning Acts" in section 336 of that Act and all other legislation having legal effect in the United Kingdom relating to the use, development and occupation of land and buildings from time to time in force
<b>"Planning Condition"</b>	has the meaning given to it in <b>paragraph 1 of Schedule 5</b>
<b>"Practical Completion"</b>	completion of (as applicable) the whole of the Tenant's Works or any Phase in accordance with the terms of the Building Contract or the whole of the Transformation Works in accordance with the terms of the Transformation Works Contracts and "Practically Completed" will be construed

	accordingly
<b>"Press Centre"</b>	has the meaning given to it in the Lease
<b>"Principal Sub-Contractors"</b>	<p>the sub-contractors appointed or to be appointed by the Building Contractor with a material design responsibility for the following elements of the Tenant's Works:</p> <ul style="list-style-type: none"> <li>(a) cladding (including walls and roofs);</li> <li>(b) steelwork and steelwork connections;</li> <li>(c) foundations;</li> <li>(d) floor slabs; and/or</li> <li>(e) mechanical and electrical and drainage connections into the remainder of the Estate</li> </ul>
<b>"Professional Team"</b>	<p>each of the following:</p> <ul style="list-style-type: none"> <li>(a) the Architect;</li> <li>(b) the Employer's Agent;</li> <li>(c) the Environmental Consultant;</li> <li>(d) the Mechanical and Electrical Services Engineer;</li> <li>(e) the CDM Co-ordinator;</li> <li>(f) the Project Manager;</li> <li>(g) the Quantity Surveyor; and</li> <li>(h) the Structural Engineer</li> </ul>
<b>"Quantity Surveyor"</b>	such quantity surveyor as the Tenant or the Building Contractor appoints as the quantity surveyor for the purposes of the Tenant's Works in accordance with <b>Schedule 6</b>
<b>"Regulations"</b>	such reasonable regulations and requirements as the Landlord may notify in writing to the Tenant in order to co-ordinate development

across the Estate including:

- (a) set hours for work and deliveries;
- (b) co-ordination of external works where applicable;
- (c) reasonable obligations in relation to standards to be complied with by contractors; and
- (d) the making good as soon as reasonably practicable of any damage caused to the Estate by the Tenant or its contractors, agents or visitors to the Landlord's satisfaction (acting reasonably)

**"Relief Period"**

in respect of each Permitted Occupational Agreement or Permitted Interest, the period commencing on the date of forfeiture and ending on the later of:

- (a) the date 6 months after the date of forfeiture of the Lease (whether pursuant to a Court order or otherwise); and
- (b) if the Tenant has made an application to Court for relief from forfeiture within the period mentioned in (a) above, the date on which the Court orders that relief will not be granted

**"Required Detail"**

further design detail (over and above that contained in the Tenant's Specification) in relation to each of the following elements of the Tenant's Works:

- (a) mechanical and electrical connections;
- (b) all structural works;
- (c) all external works; and
- (d) treatment of facades

<b>"Retention Consent"</b>	a written consent from a Utility Provider agreeing to the retention of the Gantry (being the gantry structure as at the date of this Agreement) in a form approved by the Landlord and the Tenant (subject to <b>clause 5.11.4</b> )
<b>"Review Procedure"</b>	the procedure set out in <b>Schedule 8</b>
<b>"Statutory Requirements"</b>	all legislation having legal effect in the United Kingdom relating to the carrying out of the Transformation Works or the Tenant's Works (as applicable) from time to time in force including the CDM Regulations
<b>"Step-in Agreement"</b>	the step-in agreement referred to in <b>clause 18.4</b>
<b>"Structural Engineer"</b>	such structural engineer as the Tenant or the Building Contractor appoints as the structural engineer for the purposes of the Tenant's Works in accordance with <b>Schedule 6</b>
<b>"Target Date"</b>	<b>[REDACTED]</b>
<b>"Tenant Activity"</b>	any development, or redevelopment, (including without limitation any construction or demolition works or the laying of any pipeworks), or any intrusive environmental or geotechnical investigations, or any other activity of any description which results in any digging into the floor and/or the foundations of the Premises or into the soil at the Premises by the Tenant or any party acting on behalf of the Tenant
<b>"Tenant's Bid"</b>	the Tenant's Stage 2 tender submission, submitted to the Landlord as part of the Landlord's competition for the disposal of the Premises, detailed in the following documents: <ul style="list-style-type: none"> <li>(a) Stage 2 submission of 25 April 2012; and</li> <li>(b) Final commercial offer of 16 May 2012</li> </ul>



as developed from time to time (whether before or after the date of this Agreement) in a manner which is consistent with the terms of this Agreement

**"Tenant's Covenants"**

the obligations and conditions in the Lease to be complied with by a tenant under the Lease

**"Tenant's Programme"**

the outline programme for the Tenant's Works attached to this Agreement as **Appendix 4** as may be amended in accordance with **clause 8**

**"Tenant's Specification"**

the outline specification provided by the Tenant for the Tenant's Works attached to this Agreement as **Appendix 3** as may be amended or developed in accordance with **clause 8**

**"Tenant's Works"**

the works to the Premises briefly described in the Tenant's Specification which may be carried out by the Tenant in accordance with **Schedule 8**

**"Tier 2 Parties"**

means:

- Allies & Morrison as architects (excluding the Broadcast Centre);
- RPS Planning and Development Limited as architect, civil and structural engineer (for the Broadcast Centre);
- Buro Happold Limited as civil and structural, mechanical and electrical and public health engineers;
- Keller Limited as piling sub-contractor;
- O'Keefe Construction (Greenwich) Limited as groundworks sub-contractor;
- Byrne Bros. (Formwork) Limited as concrete sub-contractor;
- Severfield-Reeve Structures Limited as

structural steelwork sub-contractor;

- Hathaway Roofing Limited as roofing sub-contractor;
- Prater Limited as curtain walling sub-contractor;
- Prater Limited as single-ply roofing sub-contractor;
- Skanska Rashleigh Weatherfoil Limited as mechanical and electrical sub-contractor; and
- Schindler Limited as lift sub-contractor

**"Tier 1 Warranties"**

the collateral warranties provided to the Tenant in connection with the Premises from: Morrison Construction Limited; Carillion Construction Limited; Bam Nuttall Limited; and the New Contractor

**"Tier 2 Warranties"**

the collateral warranties from the Tier 2 Parties in the form provided by the Landlord to the Tenant prior to the date of this Agreement in connection with the building contract dated 23 March 2009 and made between the Olympic Delivery Authority (as employer) and Carillion Construction Limited (as contractor)

**"Title Matters"**

the agreements, covenants, declarations, easements, exceptions, provisions, reservations, stipulations and other matters, if any, set out or referred to in **clause 3.6** of the Lease and any additional documents completed in accordance with **clause 5.8** of this Agreement

**"Transformation Works"**

the works to the Premises set out in the Transformation Works Specification to be carried out by the Landlord in accordance with **clause 9**

**"Transformation Works"**

in respect of the Press Centre and the High Street means the BAM Nuttall Contract and in

<b>Contracts"</b>	respect of the Broadcast Centre means the New Contract
<b>"Transformation Works Specification"</b>	the specification for the Transformation Works attached to this Agreement as <b>Appendix 6</b> as may be amended in accordance with <b>clause 9.6</b>
<b>"UKPN"</b>	UK Power Networks (IDNO) Limited (company registration number 6489447) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement
<b>"Unconditional Date"</b>	has the meaning given to it in <b>paragraph 1 of Part 1 of Schedule 5</b>
<b>"Utility Providers"</b>	each of: <ul style="list-style-type: none"> <li>(a) Colt;</li> <li>(b) Affiniti;</li> <li>(c) British Telecommunications plc; and</li> <li>(d) UKPN</li> </ul>
<b>"Warranties"</b>	collateral warranties to be given by each member of the Professional Team, the Building Contractor and each Principal Sub-Contractor in accordance with <b>Schedule 6</b> and "Warranty" shall be construed accordingly
<b>"Working Day"</b>	a day other than Christmas Day, Good Friday, a Saturday, a Sunday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971
<b>"Works"</b>	means, to the extent they relate to the Premises (or any part), all works procured pursuant to the building contract dated 23 March 2009 and made between the Olympic Delivery Authority (as employer) and Carillion Construction Limited (as contractor)

## 1.2 Construction

In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
  - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
  - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Landlord include any successors in title and any statutory successor of the Landlord;
- 1.2.5 references to the Premises or the Tenant's Works include any part of them;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses properly incurred by the Landlord;
- 1.2.8 if there is more than one person as a party to this Agreement, the obligations that they undertake can be enforced against them all jointly or against each individually;
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected; and
- 1.2.10 where a party is required to use "reasonable endeavours" or "all reasonable endeavours" it shall take all the commercially practicable steps in its power which a prudent, determined and reasonable party acting in its own interests and desiring to achieve the obligation would

take. Without prejudice to the foregoing, this obligation shall include (to the extent appropriate to achieve the objective) but not be limited to:

- 1.2.10.1 reasonable expenditure (which shall include (but not be limited to) professional fees, consultant's fees, planning fees, fees payable to a local authority and in-house management and administration expenses);
- 1.2.10.2 (unless expressly provided to the contrary) the obligation to litigate and/or appeal against a decision (unless counsel advises that the prospects of success in such litigation or appeal are less than 50%); and/or
- 1.2.10.3 the diversion of business resources from elsewhere within the party's business to achieve the objective.

### 1.3 **Contracts (Rights of Third Parties) Act 1999**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than:

- 1.3.1 Cofely in relation to **clause 11.1**;
- 1.3.2 LVUL or UKPN in relation to **clause 11.2**;
- 1.3.3 the Rights Owners (as defined in Schedule 2 of the Lease) in relation to **clause 13**; and
- 1.3.4 any person who has entered into a Permitted Occupational Agreement in relation to **clause 20.5**.

### 1.4 **Particulars**

The Particulars form part of this Agreement and words and expressions set out in the Particulars are to be treated as defined terms in this Agreement.

### 1.5 **Commercial Conditions**

Part 1 of the Commercial Conditions, as varied by **Schedule 1**, form part of this Agreement so far as they are applicable to the letting of the Premises and are consistent with the express terms of this Agreement. Part 2 of the Commercial Conditions do not form part of this Agreement.

### 1.6 **Schedules**

The Schedules form part of this Agreement.

## 1.7 **Continuing obligations**

Completion of the grant of the Lease does not discharge liability to perform any outstanding obligation under this Agreement.

## 2. **CONDITIONAL AGREEMENT**

2.1 This Agreement has effect subject to the Planning Condition set out in **Schedule 5** and the Consents Condition set out in **clause 5.11** and:

2.1.1 the Landlord and the Tenant are to comply with their respective obligations in **clause 5.11** and **Schedule 5**; and

2.1.2 the provisions of **clauses 3, 6** and **9.12** and **Schedules 2, 3, 6, 7, 9** and **10** will not have effect until the Unconditional Date (but the other provisions of this Agreement shall have immediate effect).

## 2.2 **No deposit**

No deposit is payable under this Agreement.

## 3. **AGREEMENT FOR LEASE**

### 3.1 **Agreement for the grant of the lease**

The Landlord agrees to grant with vacant possession (save in relation to the underlease referred to in clause 3.6.2 of the Lease) and the Tenant agrees to accept the grant of the Lease on the Completion Date.

### 3.2 **Timing for completion**

Neither party will be under any obligation to complete the grant of the Lease or the Car Parking Licence on a day that is not a Working Day or before 9:30 am or after 5:30 pm on a Working Day, even where time is of the essence for completion.

### 3.3 **Additional Documents**

To the extent it has not already done so, as soon as reasonably practicable following the date of this Agreement but, in any event, on or before completion of the Lease, the Landlord will deliver to the Tenant:

3.3.1 a warranty executed by Carillion Construction Limited in favour of Innovation City (London) Limited in the form provided by the Landlord to the Tenant prior to the date of this Agreement released to the Tenant unconditionally for completion following signature by the Tenant; and

- 3.3.2 a warranty executed by Galliford Try Infrastructure trading as Morrison Construction in favour of Innovation City (London) Limited in the form provided by the Landlord to the Tenant prior to the date of this Agreement released to the Tenant unconditionally for completion following signature by the Tenant; and
- 3.3.3 a warranty executed by BAM Nuttall Limited in favour of Innovation City (London) Limited in the form provided by the Landlord to the Tenant prior to the date of this Agreement released to the Tenant unconditionally for completion following signature by the Tenant; and
- 3.3.4 a warranty executed by the New Contractor in substantially the form attached at **Appendix 9** with such amendments as the Landlord may reasonably agree with the New Contractor released to the Tenant unconditionally for completion following signature by the Tenant; and
- 3.3.5 updated health and safety files, O&M manuals, as-built drawings and the test and commissioning certificates in relation to the Premises as at Practical Completion of the Transformation Works; and
- 3.3.6 in respect of each relevant part of the Premises, an Energy Performance Certificate (together with the associated recommendation report) as at or around Practical Completion of the Transformation Works as required pursuant to the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (as amended) and prepared by an accredited assessor; and
- 3.3.7 any consents or certificates required for the grant and registration of the Lease at the Land Registry.

If the Tenant elects to complete the Lease notwithstanding any failure by the Landlord to deliver any or all of such items then this shall be without prejudice to any claim the Tenant may have against the Landlord for breach of contract and the Landlord shall in any event be under a continuing obligation to deliver the outstanding item or items as soon as possible after Actual Completion.

#### 3.4 **Car Park Licence**

- 3.4.1 The Landlord agrees to grant and the Tenant agrees to accept the grant of the Car Parking Licence on not less than four weeks' written notice served on the Landlord by the Tenant provided that such notice shall not expire on or before the later of:
  - 3.4.1.1 the date one month after completion of the Car Park Works (for these purposes being the date of the Landlord's notification pursuant to **clause 9.7.3** (as applied mutatis

mutandis pursuant to **clause 9.12.1**) in respect of the Car Park Works); and

3.4.1.2 the first date on which all conditions attached to the Satisfactory Planning Permission and any other relevant planning permission or planning agreement which are required to be discharged prior to the lawful use of the Parking Spaces have been discharged (for these purposes being the date of the Landlord's notice pursuant to and in accordance with **clause 9.12.2**),

and provided further that such notice shall specify the number of Initial Spaces (as defined in the Car Parking Licence) being 20 spaces or a multiple thereof, that it wishes to draw down.

3.4.2 The following details are to be inserted in the Particulars of the Car Parking Licence and its counterpart when they are engrossed or, if this is not possible, inserted in manuscript and initialled by or on behalf of the parties on the date of completion of the Car Parking Licence:

3.4.2.1 the number of Initial Spaces (which is to be the number notified pursuant to **clause 3.4.1**); and

3.4.2.2 the number of Maximum Spaces (which is to be the number of Parking Spaces determined under the terms of this Agreement),

and the Landlord shall prepare the plan to be annexed to the Car Parking Licence (as referred to in clause 2.5.1 of the Car Parking Licence).

3.4.3 If the Car Park Works have not been completed or the conditions referred to in **clause 3.4.1.2** have not been discharged by the date of first occupation of any part of the Premises (but excluding the current letting arrangements relating to British Telecommunications plc in the Broadcast Centre), the Landlord shall:

3.4.3.1 not object to the temporary use (subject to the Tenant obtaining all relevant Consents (as such definition applies mutatis mutandis)) of any appropriate part or parts of the Premises for car parking or any planning application in respect of such use provided that any such use shall not extend beyond completion of the Car Parking Licence; and

3.4.3.2 at the request of the Tenant use reasonable endeavours to provide alternative car parking for use by the Tenant and



those authorised by the Tenant as close to the Premises as reasonably practicable provided that the use of any such car parking shall:

- (a) be on terms (including for payment) that are no more onerous than those set out in the Car Parking Licence; and
- (b) not extend beyond completion of the Car Parking Licence.

3.5



3.6 **Funder Warranties**

The Landlord will provide to the Tenant warranties executed by BAM Nuttall Limited and the New Contractor in favour of a Funder on the later of (a) 20 Working Days of a written request from the Tenant including the Funder's full name, address and (where relevant) its company number (or equivalent) and (b) the Date of Actual Completion, such warranties to be substantially in the form provided for in the BAM Nuttall Contract and the New Contract respectively.

4. **TITLE**

4.1 **Title deduced**

The Landlord has deduced title to the Premises to the Tenant in accordance with Commercial Condition 6.1 and the Tenant is not entitled to raise any requisition or objection to the title except in respect of:

4.1.1 any matters registered against Title Number EGL533902 after 5 July 2012 at 16:00:24 or against Title Number EGL533901 after 27 March 2013 at 11:54:58 that relate to matters that the Landlord has not previously disclosed to the Tenant; and

4.1.2 any financial charges registered against the Title Number.

4.2 **Title guarantee**

The Landlord lets with full title guarantee as varied by **Schedule 3**.

5. **TITLE MATTERS**

5.1 **Specific matters**

(Subject to **clause 5.6**) the Premises are let subject to and, to the extent that the Landlord is able to grant them, with the benefit of the Title Matters.

## 5.2 **Tenant's knowledge**

The Tenant's Solicitors have been provided with copies of the Title Matters and the Tenant is to be treated as accepting the grant of the Lease with full knowledge of them and will not raise any requisition or objection to them.

## 5.3 **General matters**

The Premises are let subject to:

- 5.3.1 the matters contained or referred to in Commercial Condition 3.1.2;
- 5.3.2 any registered local land charges and any matter capable of being registered as a local land charge even if not so registered at the Date of Actual Completion;
- 5.3.3 any notice, order or proposal given or made by a government department or by any public or local authority, statutory undertaker or other competent body or person;
- 5.3.4 all charges, orders, proposals, restrictions, agreements, notices or other matters arising under the town and country planning or highways legislation which affect or relate to the Premises and to any orders or regulations made under that or any other legislation;
- 5.3.5 all rates, charges and other outgoings which affect or are charged on the Premises except for any mortgage or legal charge relating to money secured on the Premises;
- 5.3.6 any unregistered interest that overrides the disposition effected pursuant to this Agreement under Schedules 1, 3 or 12 Land Registration Act 2002;
- 5.3.7 all public or private rights of way and other rights, easements or quasi-easements and wayleaves affecting the Premises, but without any liability on the Landlord to define them; and
- 5.3.8 all liability to repair and maintain roads, paths, conduits, fences and other like matters or to contribute to the cost of their repair and maintenance, but without any liability on the Landlord to provide evidence of or to apportion liability.

## 5.4 **Service ducts**

The Landlord shall retain and maintain Duct B and Duct C (shown on Plan 6 and Plan 7 to the Lease respectively) until completion of the Lease.

## 5.5 **PV Panels**

Subject to the Tenant at the appropriate time entering into the appropriate form of agreement with the relevant electricity supplier in relation to Feed-in Tariff payments for the photovoltaic panels on the roof of the Press Centre (the "PV Panels"), the Landlord will use reasonable endeavours to:

- 5.5.1 facilitate completion of the current application by ODA for registration of the PV Panels with OFGEM; and
- 5.5.2 ensure that the completed registration is transferred to the Tenant as soon as reasonably practicable.

## 5.6 **Substation Leases**

In respect of those electricity substations at the Premises to be removed as part of the Transformation Works or which have already been removed the Landlord shall:

- 5.6.1 procure that the relevant substation leases are determined as soon as reasonably practicable;
- 5.6.2 take all reasonable steps to procure the removal of the relevant substation leases from the registers of title at the Land Registry as soon as reasonably practicable after such determination; and
- 5.6.3 keep the Tenant informed as to the progress of such matters.

## 5.7 **Thames Water agreement**

The parties will use their respective reasonable endeavours to complete as soon as reasonably practicable a deed of grant with Thames Water Utilities Limited relating to the retention of the MMCR over the public water main running through the Premises.

## 5.8 **Further Title documents**

- 5.8.1 The Tenant acknowledges that the Landlord may need to enter into further title documents that may affect the Premises, including a variation to an existing deed of easement relating to an 11kv cable with UKPN and the grant of a new easement to UKPN in relation to a low voltage cable. Subject to **clause 5.8.2** the Tenant will (at its own cost) at the request of the Landlord enter into such title documents on such terms as are reasonably agreed between the Landlord and the other party or parties to the relevant title document.

5.8.2 The Tenant shall only be obliged to enter into any title document pursuant to **clause 5.8.1** if:

5.8.2.1 the request for it to do so is made by the Landlord within 5 years after the date of this Agreement;

5.8.2.2 the title document relates only to conduits within or passing through the Premises as at the date of this Agreement in respect of which details have been disclosed to the Tenant prior to the date of this Agreement; and

5.8.2.3 to the extent it could have a material adverse affect on the Premises or their use and occupation, the form of title document has been approved in writing by the Tenant (such approval not to be unreasonably withheld or delayed).

5.9

5.9.1

5.9.2

5.9.2.1

(a)

(b)

5.9.2.2

[Redacted]

5.9.2.3

[Redacted]

5.9.3

[Redacted]

5.9.4

[Redacted]

5.9.4.1

[Redacted]

5.9.4.2

[Redacted]

5.9.4.3

[Redacted]

[REDACTED]

5.9.4.4

[REDACTED]

5.9.5

[REDACTED]

5.9.6

[REDACTED]

5.9.7

[REDACTED]

5.9.7.1

[REDACTED]

5.9.7.2

[REDACTED]

**5.10 Highways agreement**

Once Satisfactory Planning Permission has been obtained, the Landlord shall use reasonable endeavours to seek to incorporate in any agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980 in respect of Waterden Road a provision to facilitate the construction of a junction off Waterden Road to provide access to the loading bay at the Broadcast Centre.

**5.11 Consents Condition**

5.11.1 The Consents Condition is the obtaining of a Retention Consent from each of the Utility Providers.

- 5.11.2 The Landlord will request a Retention Consent from each of the Utility Providers as soon as reasonably practicable after the date of this Agreement and will use reasonable endeavours to obtain all Retention Consents by [REDACTED]
- 5.11.3 The Landlord will keep the Tenant informed of its progress in obtaining each of the Retention Consents and will provide the Tenant with a certified copy of each Retention Consent within 5 Working Days of the grant of each Retention Consent.
- 5.11.4 The Tenant will deal expeditiously with any request from the Landlord to approve the terms of a Retention Consent, and will not unreasonably withhold or delay its approval to the form of any Retention Consent.
- 5.11.5 The Tenant in its absolute discretion may waive the requirement to obtain one or more Retention Consents by serving written notice on the Landlord to that effect and if it does so, the Consents Condition shall be deemed to have been satisfied for all purposes under this Agreement.
- 5.11.6 The Tenant may end this Agreement by serving written notice on the Landlord if all of the Retention Consents have not been obtained before the Completion Date.

## 6. THE LEASE

### 6.1 Engrossment of the Lease

The Lease and its counterpart are to be prepared by the Landlord's Solicitors and an engrossment of the counterpart Lease is to be delivered to the Tenant's Solicitors at least five Working Days before the Completion Date.

### 6.2 Terms of the Lease

The following details are to be inserted in the Lease and its counterpart when they are engrossed or, if this is not possible, inserted in manuscript and initialled by or on behalf of the parties on the Date of Actual Completion:

- 6.2.1 the end date of the Lease in LR6, which is to be 200 years after the date of the Lease;
- 6.2.2 the date of this Agreement in the definition of "Agreement for Lease"; and
- 6.2.3 the Base Index Value in **paragraph 1 of Schedule 7**.

## 6.3 **Extent of the Premises**

6.3.1 The Landlord and the Tenant agree that if the Landlord has not obtained both of:

6.3.1.1 planning consent (on terms that are satisfactory to the Landlord acting reasonably) permitting the loop road (shown coloured purple on Plan 1) to be retained in its current location; and

6.3.1.2 written agreement from the London Borough of Hackney to the Landlord retaining the area to the rear of the Press Centre shown coloured yellow on Plan 1 (the "**Canal Land**")

on or before the Completion Date then the Landlord will be entitled to amend the demise of the Premises to remove the Canal Land.

6.3.2 The Tenant agrees to co-operate with the Landlord and the Landlord's canal park landscape designers to agree a suitable landscaping scheme for the Canal Land and the area between it and the western boundary of the Press Centre. If the Canal Land is included within the Premises, the Tenant will implement the agreed landscaping scheme at its own cost.

6.3.3 The Landlord will use reasonable endeavours to obtain the planning consent and written agreement referred to in **clauses 6.3.1.1 and 6.3.1.2** above and will keep the Tenant reasonably informed as to its progress.

6.3.4 If the Landlord is required to relocate the loop road the Lease will be amended to include all necessary rights for the Tenant and occupiers of the Press Centre to service the Press Centre from the loop road, including the right to load and unload delivery vehicles in appropriate locations on the loop road.

## 7. **LAND REGISTRY APPLICATIONS**

### 7.1 **Noting of this Agreement**

The Tenant is not to send this Agreement or any copy of it to the Land Registry and is not to protect the benefit of this Agreement at the Land Registry except by the registration of a Unilateral Notice. The Landlord agrees not to object to the registration of a Unilateral Notice.



## 7.2 **First registration**

As soon as reasonably practicable after the Date of Actual Completion the Tenant is to use reasonable endeavours to:

- 7.2.1 register the Lease at the Land Registry (including submitting the requisite application for registration within 20 Working Days of the grant of the Lease) and, on completion of that registration, is to provide the Landlord with official copies of the title to the Lease showing the Tenant registered as proprietor together with any title plan produced or updated by the Land Registry as part of that registration; and
- 7.2.2 note against the Title Number (and any other relevant title number(s)) both the benefit of rights in favour of the Landlord reserved over the Premises by the Lease and the burden of rights granted to the Tenant by the Lease over the Landlord's title to the Premises.

## 7.3 **Confidential terms in the Lease**

At the same time as the Lease or any copy of it is sent to the Land Registry for first registration, the Tenant is, on behalf of the Landlord, to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Landlord and in the form attached at **Appendix 2**, applying for the Lease to be designated as an Exempt Information Document by the Land Registry. The Landlord is to provide the Tenant with the relevant documentation and associated fee within ten Working Days after the date of the Lease.

## 8. **TENANT'S WORKS**

8.1 Subject to **clause 8.3**, and prior to commencement of the Tenant's Works or any Phase on site, the Tenant will submit to the Landlord any proposed alterations to, and all Required Detail of, the Tenant's Specification for the Tenant's Works or the relevant Phase for the Landlord's approval in accordance with the Review Procedure.

8.2 The Landlord will consider the Tenant's submission in accordance with the Review Procedure. The Landlord will not be entitled to:

- 8.2.1 withhold its approval where the Tenant's submission is wholly consistent with the Tenant's Specification; nor
- 8.2.2 unreasonably withhold or delay its approval in relation to any other proposed alterations or additions or Required Detail,

provided that the Landlord shall have absolute discretion in relation to the approval of the boundary treatment along Waterden Road.

8.3 The Tenant shall be entitled (without the consent or approval of the Landlord) to make alterations to the Tenant's Specification, or to any Required Detail which has previously been approved by the Landlord, where:

8.3.1 the alteration is insubstantial or of a routine nature and does not materially change the external appearance of the Premises;

8.3.2 the alteration involves the substitution of materials and the materials substituted are of equivalent or superior standard to the originally proposed materials;

8.3.3 the alteration is required to comply with any Consent or Statutory Requirement, provided that the Tenant shall consult with the Landlord regarding the proposed changes and shall take into account in a reasonable manner any representations made by or on behalf of the Landlord as to how the Consent or Statutory Requirement may be complied with,

and the Tenant shall provide details of any such alteration to the Landlord prior to its implementation where reasonably practicable and otherwise as soon as reasonably practicable after its implementation.

8.4 Prior to the commencement of the Tenant's Works or a Phase on site, the Tenant will submit to the Landlord any proposed alterations or additions to the Tenant's Programme (or the relevant part of it) for the Landlord's approval in accordance with the Review Procedure.

8.5 The Landlord will consider the Tenant's submission in accordance with the Review Procedure. The Landlord will not be entitled to:

8.5.1 withhold its approval where the Tenant's submission is wholly consistent with the Tenant's Programme (taking into account the provisions of **paragraph 3 of Schedule 7**); nor

8.5.2 unreasonably withhold or delay its approval in relation to any other proposed alterations or additions.

8.6 The Landlord permits the Tenant to carry out the Tenant's Works in accordance with **Schedule 7**.

8.7 Subject to **clause 18.2** the Landlord may terminate this Agreement by serving written notice on the Tenant if:

8.7.1 the Tenant has not begun the Tenant's Works within three months after the Completion Date (subject to **clause 9.11**) PROVIDED THAT the Landlord may not serve any such notice (and the Landlord's right

to terminate this Agreement under this **clause 8.7.1** shall end) once the Tenant's Works have begun; and/or

8.7.2 the Tenant's Works have not been Practically Completed by the Works Longstop Date PROVIDED THAT the Landlord may not serve any such notice (and the Landlord's right to terminate this Agreement under this **clause 8.7.2** shall end) once the Tenant's Works have been Practically Completed.

8.8 The Landlord and the Tenant will comply with their respective obligations in **Schedule 7**.

8.9 The Tenant will use reasonable endeavours (having regard to the nature of the Premises and the buildings on the Premises) to achieve a rating under "Bespoke BREEAM 2007: 2012 Olympic Park Permanent Venues" of "excellent" in respect of the Premises as a whole (including a rating under "BREEAM: Data Centre Standard 2010 version 1.2" of "excellent" in respect of the data centre premises at the Broadcast Centre), or such no more onerous alternative BREEAM scheme that the local planning authority reasonably requires.

8.10 The liability of the Tenant to the Landlord in respect of any breach of the terms of this Agreement relating to the Tenant's Works is to end on the last day of the Liability Period (as defined below) except in respect of:

8.10.1 claims in respect of which proceedings have been issued or are expressly contemplated by way of a formal letter of claim served before the end of the Liability Period; and

8.10.2 rights of action in respect of which the Landlord has given written notice to the Tenant before the expiry of the Liability Period of its intention to make a claim (such notice to specify in reasonable detail the nature of the claim and the relevant breach of this Agreement) and in respect of which proceedings have been issued or are expressly contemplated by way of a formal letter of claim served within twelve months after the expiry of the Liability Period.

8.11 The Liability Period commences on the date of this Agreement and ends on the later of:

8.11.1 the date of the certificate of making good defects in relation to the whole, or the last section of the Tenant's Works under the terms of the Building Contract; and

8.11.2 the date on which the Tenant has provided to the Landlord:

- 8.11.2.1 certified copies of all of the Appointments in accordance with **paragraphs 2 and 3 of Schedule 6**; and
  - 8.11.2.2 the Warranties from the Building Contractor and each member of the Professional Team in accordance with **paragraph 3 of Schedule 6**.
- 8.12 The Landlord shall act reasonably when issuing or amending any Regulations (including having regard to the Tenant's rights and obligations under this Agreement) and where reasonable (but only to the extent the Tenant is or would be affected by the relevant Regulations) shall consult with the Tenant before issuing or amending any Regulations (having regard to (but without being bound by) any representations made by or on behalf of the Tenant in respect of the same).
- 8.13 In the event of any conflict between the terms of the Regulations and the terms of this Agreement then the terms of this Agreement shall prevail.
- 8.14 Subject to **clause 8.15** the Landlord permits the carrying out of any Fitting Out Works with effect from the date of commencement of the Tenant's Works or the relevant Phase.
- 8.15 The carrying out of any Fitting Out Works shall be subject to:
  - 8.15.1 the Landlord's prior written approval of the Fitting Out Works to the extent required by the terms of the Lease (as if the Lease had been granted) and where such approval is required the Landlord shall not unreasonably withhold or delay that approval where it would not be entitled to do so under the terms of the Lease; and
  - 8.15.2 the Tenant complying with all relevant obligations under and requirements of the terms of the Lease in respect of such works (as if the Lease had been granted).
- 8.16 If the Satisfactory Planning Permission obtained by the Tenant pursuant to **Schedule 5** does not include consent to retain the MMCR, the Tenant will at its own cost remove the MMCR as part of the Tenant's Works in accordance with the Satisfactory Planning Permission, such removal to be in accordance with the provisions of **paragraphs 2, 4, 5 and 6 of Schedule 7**.
- 8.17 The Tenant will use all DV4 Funds (as defined in **clause 8.17.1**) strictly for the purpose only of delivering the Development (as defined in **Schedule 5**), including complying with the Tenant's obligations in this Agreement and any agreement for lease or similar arrangement with proposed occupiers of the Premises.

8.17.1 The DV4 Funds means any and all sums paid by DV4 Limited (registered in the British Virgin Islands with company number 664587) to the Tenant pursuant to the terms of a loan agreement entered into on or about the date of this Agreement between DV4 Limited (1) the Tenant (2) and the Landlord (3).

9. **TRANSFORMATION WORKS**

9.1 The Landlord will procure that the Transformation Works are carried out:

9.1.1 at its own cost and expense;

9.1.2 in accordance with the Transformation Works Specification, the Consents and all Statutory Requirements;

9.1.3 without specifying any materials which are generally known at the time of specification to be deleterious to health or safety or to the integrity of buildings whether on their own or when used in combination with other materials;

9.1.4 in a good and workmanlike manner;

9.1.5 using good and substantial materials; and

9.1.6 pursuant to the Transformation Works Contracts only.

9.2 The Landlord will use reasonable endeavours to procure that the Transformation Works are Practically Completed by the Target Date subject to **clauses 9.3 to 9.5**.

9.3 If any extension of time is properly granted under the BAM Nuttall Contract or the New Contract that does not result from the act, omission or default of the Landlord, the period or periods of time for carrying out and completing the Transformation Works is to be extended by the extension of time properly granted to the building contractor under the BAM Nuttall Contract or the New Contract.

9.4 If there is any delay in completing the Transformation Works arising from:

9.4.1 any default of the building contractor under the terms of the Transformation Works Contracts;

9.4.2 the Insolvency of the Landlord's building contractor;

9.4.3 Force Majeure, to the extent not covered under **paragraph 9.3**; or

9.4.4 any loss or damage caused by any of the insured risks under the Transformation Works Contracts,

the period of time for carrying out and completing the Transformation Works is to be extended by such period as the Landlord's Representative certifies as being reasonable and proper in the light of the reasons for the delay. The Landlord shall use reasonable endeavours to minimise and/or mitigate the extent and impact of any delay events.

9.5 Where the Landlord is entitled to claim an extension of time under both **paragraph 9.3** and **paragraph 9.4** in respect of the same period or circumstance, **paragraph 9.3** will take priority and the Landlord will not be entitled to any additional extension of time under **paragraph 9.4**.

9.6 The Landlord may vary the Transformation Works:

9.6.1 without the Tenant's consent if:

9.6.1.1 any of the materials, plant or equipment required for the Transformation Works cannot be obtained within a reasonable time or at a reasonable cost, in which case the Landlord will be entitled to use alternative materials, plant or equipment in their place so long as the alternative materials, plant or equipment are of no lesser quality and equivalent (or better) performance and durability than the materials, plant or equipment which they replace; or

9.6.1.2 the changes are required to comply with Statutory Requirements or are minor changes of a non-structural nature PROVIDED THAT to the extent practicable the Landlord shall consult with the Tenant regarding the proposed changes and shall take into account in a reasonable manner any representations made by or on behalf of the Tenant as to how the Statutory Requirements may be complied with,

and the Landlord shall provide details of any such variation to the Tenant prior to its implementation where reasonably practicable and otherwise as soon as reasonably practicable after its implementation;

9.6.2 in all other cases, with the prior written consent of the Tenant, such consent not to be unreasonably withheld or delayed.

9.7 When the Transformation Works (or any relevant part of them) have been completed, the Landlord is, as soon as reasonably practicable, to:

9.7.1 obtain any Consents required on the completion of the relevant Transformation Works (and provide copies to the Tenant);

- 9.7.2 procure that:
- 9.7.2.1 the Landlord's Representative inspects the relevant Transformation Works with a view to the issue of the Certificate of Practical Completion in accordance with the terms of the relevant Transformation Works Contract. The Landlord is to give the Tenant not less than ten Working Days' prior written notice of the date and time, being a Working Day during the hours of daylight, when the Landlord's Representative will carry out this inspection;
  - 9.7.2.2 the Tenant and others authorised by the Tenant will be entitled to accompany the Landlord's Representative on the inspection of the relevant Transformation Works and to make reasonable representations on the proposal to issue the Certificate of Practical Completion and that the Landlord's Representative takes proper account of (without being bound by) any reasonable representations made by them;
  - 9.7.2.3 if there are any defects in the Transformation Works, other than defects in the nature of minor snagging items which would not be an impediment to the issue of the Certificate of Practical Completion in accordance with the terms of the relevant Transformation Works Contract, the Landlord's Representative does not issue the Certificate of Practical Completion until those defects have been made good;
  - 9.7.2.4 if the Landlord's Representative does not issue the Certificate of Practical Completion following any inspection pursuant to **clause 9.7.2.2** then the procedure set out in this **clause 9.7.2** shall be repeated until the Certificate of Practical Completion is actually issued but the notice period referred to in **clause 9.7.2.1** shall be reduced to 5 Working Days for each subsequent inspection;
- 9.7.3 serve a copy of the Certificate of Practical Completion on the Tenant as soon as reasonably practicable after the date of the inspection of the relevant Transformation Works;
- 9.7.4 remove all plant and equipment used in carrying out the relevant Transformation Works and unused materials from the Premises;
- 9.7.5 make good any snagging items subject to which the Certificate of Practical Completion was issued;

- 9.7.6 enforce the terms of the Transformation Works Contracts in relation to any defects in the Transformation Works appearing during the defects liability period specified in the relevant Transformation Works Contract; and
- 9.7.7 update any health and safety file that the Landlord is required to maintain under the CDM Regulations with full details of the Transformation Works and provide copies of those details to the Tenant.
- 9.8 If the Transformation Works have not been Practically Completed on or before [REDACTED] (beyond which any extensions of time in **clauses 9.3 to 9.5** will not apply), the Tenant will be entitled to end this Agreement by serving written notice on the Landlord.
- 9.9 The Landlord shall procure that on the Date of Practical Completion of the Transformation Works the Press Centre and Broadcast Centre excluding the Gantry (only) and their services and mechanical and electrical installations are in good and substantial repair and condition (fair wear and tear excepted), free from patent defects, operating as they are intended to operate and (save to the extent varied by the Transformation Works) otherwise as described in the as-built drawings on the CD Rom at **Appendix 7** (with any variations the parties may agree in writing) provided that the Landlord shall not be obliged to carry out any repair or remedy any defect to the extent the execution of the Tenant's Works would render such repair or remediation superfluous.
- 9.10 The Landlord and Tenant shall seek to agree whether or not the Premises are in the condition required pursuant to **clause 9.9** on or as soon as practicable after the Date of Practical Completion of the Transformation Works. In that regard:
- 9.10.1 in the 8 weeks prior to the anticipated Date of Practical Completion of the Transformation Works:
- 9.10.1.1 the Tenant shall be entitled (at its own cost) on prior appointment with the Landlord, to carry out surveys and tests at the Premises. The Tenant will provide copies of its survey and test results to the Landlord as soon as reasonably practicable;
- 9.10.1.2 the Landlord and Tenant shall jointly inspect the condition of the Premises and consider the results of any surveys and tests carried out by the Tenant that have been provided to the Landlord prior to the Date of Practical Completion of the Transformation Works or as soon as reasonably practicable thereafter where the relevant survey or test or its results are delayed because the



Tenant was unable to gain access to the Premises to carry out the survey or test;

9.10.2 as soon as reasonably practicable after the Date of Practical Completion of the Transformation Works:

9.10.2.1 but in any event prior to the Completion Date, the Landlord and Tenant (each acting reasonably) shall seek to agree a schedule of works (if any) (the "**Remedial Works**") required to be carried out to put the relevant part(s) of the Premises into the condition required pursuant to **clause 9.9**. In the absence of agreement, the matter shall be resolved by an Expert pursuant to **clause 22**;

9.10.2.2 the Landlord shall carry out and complete the Remedial Works agreed or determined pursuant to **clause 9.10.2.1** as soon as reasonably practicable in accordance with **clause 9.1** (mutatis mutandis);

and following completion of the Remedial Works agreed or determined pursuant to **clause 9.10.2.1** the Landlord shall procure that the Premises are maintained in the condition required pursuant to **clause 9.9** until Actual Completion.

Any dispute arising in respect of the operation of this **clause 9.10** shall be resolved by an Expert in accordance with **clause 22**.

9.11 To the extent that the scope of the Remedial Works has not been agreed or determined prior to the Completion Date and/or the Landlord has not completed the agreed Remedial Works prior to the Completion Date, and this directly causes any delay or delays in the commencement and/or execution of the Tenant's Works, then the timescales in **clause 8.7.1** and the definition of Works Longstop Date will be extended by a period or periods equivalent to the period or periods for which commencement and/or execution of the Tenant's Works is so delayed, provided that the Tenant must take all reasonable steps to minimise or mitigate any such period of delay.

9.12 Subject to the grant of a Satisfactory Planning Permission (as defined in **Schedule 5**) the Landlord will:

9.12.1 undertake the Car Park Works and the provisions of **clauses 9.1-9.7.3** (inclusive) (other than **clauses 9.7.1** and **9.7.2**) will apply mutatis mutandis in relation to the Car Park Works and the Car Park; and

9.12.2 discharge all conditions attached to the Satisfactory Planning Permission and/or any other relevant planning permission or planning agreement, which in each case are required to be discharged prior to the lawful use of the Parking Spaces and shall notify the Tenant as soon as practicable thereafter (such notice to include reasonable evidence of such discharge).

## 10. ENVIRONMENTAL

### 10.1 Use of the Premises

The Premises may have been used in the past for potentially contaminative uses and the Tenant is buying the Premises in its existing state and condition.

### 10.2 Agreement on Liabilities

10.2.1 The Landlord and the Tenant agree that if any statutory notice or requirement of any court or environmental authority is served on either of them or any environmental authority wishes to recover the costs of a remediation action (in each case in respect of the Premises) then, as between the Landlord and the Tenant the responsibility for complying with such notice or payment of such costs is to be apportioned as follows:

10.2.1.1 during the period up to the date on which the warranty to the Tenant from Galliford Try Infrastructure trading as Morrison Construction expires (the "**Expiry Date**") the Tenant shall be solely responsible for complying with such notice or requirement or payment of such costs to the exclusion of the Landlord; and

10.2.1.2 at all times the Tenant shall be solely responsible for complying with such notice or requirement or payment of such costs to the extent they result from New Contamination and /or the exacerbation of any Existing Contamination as a result of Tenant Activity.

10.2.2 The Landlord and the Tenant agree that the provisions of this clause 10 constitute an agreement on liabilities for the purpose of Part IIA of the Environmental Protection Act 1990 and the statutory guidance issued in respect of it dated April 2012 (including without limitation paragraph 7.29) and the parties acknowledge that either party may show it to any environmental authority for the purpose of establishing any allocation of liability in the event of any action by an environmental authority.

10.2.3 The Tenant covenants to pay to the Landlord within 7 days of written demand an amount equal to any Environmental Liabilities suffered or incurred by the Landlord to the extent those liabilities result from New Contamination and /or the exacerbation of any Existing Contamination as a result of Tenant Activity.

### 10.3 Disclosure of reports

The Tenant has been provided with the following reports:

10.3.1 11/90175/AODODA Submission of Enabling Works (Stage 1) Consolidated Validation Report in respect of PDZ 5;

10.3.2 10/90451/AODODA Submission of Validation Report in respect of building footprints of the International Broadcast Centre (IBC), Main Press Centre (MPC) and Multi Storey Car Park (MSCP); and

10.3.3 12/90037/AODODA Submission of Validation Report including details of Imported Fill material in respect of London 2012 Media Centre External Areas (including Catering Village site) within PDZ 5,

prior to the date of this Agreement and this is sufficient to make the Tenant aware of the presence and extent of any contaminant referred to in the reports. The Landlord does not accept any liability for the accuracy or completeness of any of the reports.

## 11. UTILITIES

11.1 The Tenant shall comply with the obligations in **clauses 6.2.1** and **6.2.2** of the Lease from the date of this Agreement.

11.2 The Tenant shall comply with the obligations in **clauses 6.2.3** and **6.2.4** of the Lease from the date of this Agreement.

## 12. INSURANCE

12.1 The Landlord is to insure of the Premises until the Date of Actual Completion on the terms of the policy of insurance disclosed to the Tenant prior to the date of this Agreement but the Landlord is not to be liable to the Tenant if the insurance policy or policies become void due to the act or default of the Tenant or any person acting on the Tenant's behalf.

12.2 Subject to compliance with **clause 12.1**, the Landlord is not responsible to the Tenant for any deficiency in the amount insured or any inadequacy of the risks covered and the Tenant is to satisfy itself about these matters.

12.3 The Tenant is not entitled to request any increase in the amount insured or to request any change in the risks covered by the Landlord's insurance.

12.4 The Landlord is to cancel its insurance cover for the Premises on the Date of Actual Completion.

13. **MEDIA, COMMUNICATIONS AND BRANDING**

The Tenant shall comply with the obligations in **clauses 8.5 and 8.7** and **Schedule 2** of the Lease (Branding and Naming, and Media and Communications respectively) from the date of this Agreement.

14. **FREEDOM OF INFORMATION**

14.1 In this clause, the following words and expressions shall have the following meanings:

**"EIRs"** the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them

**"EIR Exception"** any applicable exemption to disclosure of information under the EIRs

**"Exempted Information"** any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions

**"FOIA"** the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it

**"FOIA Exemption"** any applicable exemption to disclosure of information under the FOIA

**"Information"** means:

(a) in relation to FOIA the meaning given under section 84 of FOIA; and

(b) in relation to EIRs the meaning given under the definition of "environmental information" in section 2 of EIRs

**“Request for Information”** has the meaning in the FOIA or any apparent request for information under the FOIA, the EIRs or the Code of Practice on Access to Government Information (Second Edition)

14.2 The Tenant acknowledges that the Landlord is subject to legal duties which may require the release of Information under FOIA and/or EIRs and that the Landlord may be under an obligation to provide Information subject to a Request for Information. The Tenant acknowledges that such information may include matters relating to, arising out of or under this Agreement and any Information provided by the Tenant prior thereto.

14.3 The Landlord shall be responsible for determining in its absolute discretion whether:

14.3.1 any Information is Exempted Information or remains Exempted Information; or

14.3.2 any Information is to be disclosed in response to a Request for Information

and in no event shall the Tenant responds directly to a Request for Information to which the Landlord is/would be required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Landlord, unless otherwise expressly authorised to do so by the Landlord.

14.4 Subject to **clause 14.5**, the Tenant acknowledges that the Landlord may be obliged under the FOIA or the EIRs to disclose Information concerning the Tenant or matters arising out of or under this Agreement:

14.4.1 in certain circumstances without consulting the Tenant; or

14.4.2 following consultation with the Tenant and having taken (or not taken, as the case may be) its views into account,

provided always that where **clause 14.4.1** applies the Landlord shall take reasonable steps, where appropriate, to give the Tenant advance notice, or failing that, to draw the disclosure to the attention of the Tenant as soon as possible after such disclosure.

14.5 The Tenant will assist and co-operate with the Landlord as requested by the Landlord to enable the Landlord to comply with the disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

- 14.5.1 transfer any Request for Information received by the Tenant as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
  - 14.5.2 provide all such assistance as may reasonably be required from time to time by the Landlord and supply such data or information held by the Tenant for or on behalf of the Landlord, as may be requested by the Landlord;
  - 14.5.3 provide the Landlord with any data or information in its possession or power where such data or information is held for or on behalf of the Landlord in the form that the Landlord requires within five Working Days (or such other period as the Landlord may specify) of the Landlord requesting that Information; and
  - 14.5.4 permit the Landlord to inspect such as requested from time to time.
- 14.6 Nothing in this Agreement will prevent the Landlord from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

15. **CONFIDENTIALITY**

- 15.1 The Landlord and the Tenant are not, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), knowingly to disclose or publish or permit or cause to be disclosed or published any details of this Agreement or any information provided by any of them to either of the other parties in connection with the negotiation of this Agreement or the performance of their respective obligations under it save only:
- 15.1.1 to the extent necessary in order to comply with the requirements of the Stock Exchange;
  - 15.1.2 to HM Revenue and Customs or the rating authority;
  - 15.1.3 to the extent necessary to comply with statutory obligations;
  - 15.1.4 to the extent necessary for audit purposes;
  - 15.1.5 to the extent necessary to obtain professional advice (including in relation to the determination of any dispute);
  - 15.1.6 to the extent ordered to do so by the court or any other competent authority;

- 15.1.7 (In the case of the Tenant) in connection with any financing or investment arrangements;
  - 15.1.8 (in the case of the Tenant but only to the extent reasonably necessary) in connection with any proposed letting or other disposal of the Premises;
  - 15.1.9 to the extent that it is already in the public domain (other than as the result of a breach by that party of this clause);
  - 15.1.10 to the extent envisaged by **clause 14** (Freedom of Information); or
  - 15.1.11 to the extent necessary for the proper performance of their respective obligations under this Agreement or the Lease.
- 15.2 Each of the parties is to procure that their professional advisers and agents are fully instructed and required to comply with these restrictions on disclosure.

## 16. **CORRUPTION LEGISLATION**

- 16.1 The Tenant confirms that it has not offered and agrees that it will not offer to give any person any gift or consideration or any reward or inducement for the purposes of securing the execution of this Agreement.
- 16.2 The Tenant has not and shall not commit any offence under the Public Bodies Corrupt Practices Act 1889 and/or the Prevention of Corruption Act 1916 and the Bribery Act 2010 (and/or Section 117 of the Local Government Act 1972 and/or any other relevant laws relating to the prevention of corruption in the discharge of public functions).
- 16.3 The Tenant is to ensure that all persons engaged in connection with the acquisition of the Premises, the carrying out of the Tenant's Works and the agreement and execution of this Agreement are aware of the terms of this **clause 16**.

## 17. **ADDITIONAL PROVISIONS**

### 17.1 **Information provided**

The Tenant acknowledges that this Agreement has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord and any liability of the Landlord and any remedy of the Tenant at law or in equity in respect of any statement or representation is excluded to the extent authorised by the Misrepresentation Act 1967 and the Unfair Contract Terms Act 1977 but this clause shall not exonerate the Landlord from liability in respect of any statements or representations given by the Landlord's Solicitors in written replies (including by email) to written enquiries raised by the Tenant's

Solicitors or given by the Landlord's Solicitors in replies to standard pre-contract enquiries before the date of this Agreement.

**17.2 Incorporation of documents**

The letters, undertakings and other documents referred to in **Schedule 2**, if any, are incorporated into and form part of this Agreement.

**17.3 Entire agreement**

This Agreement, including the letters, undertakings and other documents referred to in **Schedule 2** (if any), constitutes the entire contract between the parties and may be varied or modified only in writing by the parties or their authorised representatives specifically referring to this clause and stating that this Agreement is varied in the manner specified.

**17.4 VAT**

Sums payable under this Agreement are exclusive of VAT. Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

**17.5 Taxation**

Each party will be responsible for its own taxation liabilities.

**17.6 Indemnities**

In respect of any claim covered by any of the indemnities given by the Tenant in this Agreement, the Landlord is to:

- 17.6.1 promptly give full written details to the Tenant of all claims, demands, proceedings, damages, losses, costs and expenses which may be the subject of any such indemnity;
- 17.6.2 not settle any claims, demands or proceedings without the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed), unless required to do so by an order of the court (other than a consent order); and
- 17.6.3 take reasonable steps to mitigate any costs or losses incurred by the Landlord.



18. **TERMINATION**

18.1 Subject to **clause 18.2** the Landlord will be entitled to end this Agreement by serving written notice on the Tenant:

18.1.1 if the Planning Condition has not been satisfied (or deemed to have been satisfied) in accordance with **Schedule 5** on or before the expiry of the Conditional Period and the failure to satisfy the Planning Condition is not due to a material failure by the Landlord to comply with its obligations in this Agreement;

18.1.2 if the Tenant (due to default on its part) fails to submit a Planning Application in accordance with **paragraph 5 of Part 1 of Schedule 5** by the Application Deadline (time being of the essence) PROVIDED THAT the Landlord may not serve any such notice (and the Landlord's right to terminate this Agreement under this **clause 18.1.2** shall end) once a Planning Application has been submitted;

18.1.3 in accordance with **paragraph 12 of Part 1 of Schedule 5**;

18.1.4 in accordance with **clause 8.7**;

18.1.5 if the Tenant commits a material breach of this Agreement and either:

18.1.5.1 that breach is incapable of remedy; or

18.1.5.2 that breach is capable of remedy and the Tenant does not remedy the breach within a reasonable period of time following receipt of written notice from the Landlord specifying details of the breach and requiring the breach to be remedied;

18.1.6 if the Tenant becomes Insolvent; or

18.1.7 if there is a breach of **clause 16** (Corruption Legislation).

18.2 If the Landlord intends to exercise its right to terminate this Agreement pursuant to **clause 18.1** (for the avoidance of any doubt including in accordance with **paragraph 12 of Part 1 of Schedule 5, clause 8.7 or clause 8.17**) It shall first give notice in writing of such intention (a "**Default Notice**") to any Funder and shall take no further action in respect of such right until the expiry of sixty (60) Working Days after the date of service of the Default Notice (the "**Cure Period**") and:

18.2.1 if the Landlord has served a Default Notice then a Funder (or any nominee of a Funder approved by the Landlord in accordance with **clause 18.3**) may within the Cure Period enter into a new agreement

("New Agreement") with the Landlord (and the Landlord agrees to enter into the New Agreement but at the cost of the Funder or its nominee) on the following terms:

18.2.1.1 the New Agreement shall be in the same form as this Agreement with such amendments as may be reasonably necessary in the circumstances but subject to the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed);

18.2.1.2 (as appropriate) the Funder (or the Funder's nominee) shall be substituted for the Tenant as if the Funder (or the Funder's nominee) had been an original contracting party in place of the Tenant;

18.2.1.3 if the Funder is to enter into the New Agreement, the New Agreement shall provide that the Funder may novate the New Agreement to any entity approved by the Landlord (such approval not to be unreasonably withheld or delayed subject to **clause 18.3**);

18.2.2 upon exchange of a New Agreement this Agreement shall end but without prejudice to any claims or rights of action which have arisen prior to the date thereof.

18.3 The Landlord will not unreasonably withhold or delay its approval of any nominee of the Funder under **clause 18.2.1**, but it will be reasonable for the Landlord to withhold its approval if in the Landlord's reasonable opinion:

18.3.1 the proposed nominee is of lower financial standing than the Tenant;

18.3.2 the proposed nominee is less credible or less experienced than the Tenant including by reference to the Landlord's evaluation criteria for selecting the Tenant as its preferred bidder;

18.3.3 the proposed nominee is materially less able than the Tenant to comply with the Tenant's obligations in this Agreement and with the Tenant's Covenants; or

18.3.4 the proposed nominee is not able to give the confirmations set out in **clauses 16.1** and **16.2**.

18.4 The Landlord will at the request and cost of the Tenant enter into a Step-in Agreement with a Funder to whom the Tenant has granted a charge (or assignment by way of security) in accordance with **clause 20.3**, on terms to be

agreed by the Landlord (acting reasonably) in order to give direct covenants to the Funder in the terms set out in **clauses 18.2** and **18.3**.

18.5 At any time within three months of the Landlord exercising its right to terminate this Agreement under **clause 18.1** (but subject to **clause 18.2**), the Landlord may request the Tenant to do some or all of the following, and the Tenant will comply with such request to the extent it is able to do so under the terms of the relevant documentation as soon as reasonably practicable and in any event within two months of such request:

18.5.1 assign to the Landlord or as the Landlord otherwise directs the benefit of all or any of the following (in each case to the extent that the same are vested in the Tenant):

18.5.1.1 the Building Contract and any performance bond;

18.5.1.2 the Appointments;

18.5.1.3 all warranties whether as to design, materials or otherwise in relation to the Tenant's Works and any other guarantees and warranties given by the Building Contractor, Professional Team and suppliers and manufacturers in respect of all plant, machinery and apparatus installed as part of the Tenant's Works; and

18.5.1.4 all rights of copyright in respect of the Tenant's Works,

subject to reservation to the Tenant of all rights of action in respect of antecedent breaches of any Building Contract, Appointment or warranty or guarantee provided that the Tenant shall, if so required by the Landlord but subject to the Landlord releasing the Tenant from any relevant liability under this Agreement, assign to the Landlord or as it may direct any right of action relating to any defect of design or workmanship in the Tenant's Works.

18.6 The Tenant will be entitled to end this Agreement by serving written notice on the Landlord:

18.6.1 if the Unconditional Date has not occurred on or before the expiry of the Conditional Period;

18.6.2 in accordance with **paragraph 12** of **Part 1** of **Schedule 5**;

18.6.3 in accordance with **clause 9.8**;

18.6.4 in accordance with **clause 5.11.6**.

18.7 This **clause 18** and **clauses 19** and **20.5** will continue to apply after any rescission or determination of this Agreement.

19. **EFFECT OF TERMINATION**

19.1 If this Agreement comes to an end:

19.1.1 it will not prejudice the rights of the parties in respect of any breach of this Agreement outstanding at the date this Agreement ends;

19.1.2 (before the grant of the Lease) the Tenant will immediately procure the cancellation of any land charges registered at the Land Charges Registry or any notice registered at the Land Registry in respect of this Agreement and provide written evidence to the Landlord both of the application for cancellation and any acknowledgment of the cancellation;

19.1.3 if the Agreement has been terminated because of the default of the Tenant, the Tenant shall not be entitled to any compensation (but subject always to **clause 19.1.1**).

20. **NON-ASSIGNMENT**

20.1 **No assignment by the Tenant**

Subject to **clauses 20.3** and **20.4** prior to Actual Completion the Tenant is not to assign, deal with or hold in trust its interest in this Agreement or any part of it and the Tenant is to take up occupation of the Premises and accept the grant of the Lease itself. On or after Actual Completion, the Tenant may assign the benefit of this Agreement to any person to whom the Lease has lawfully been assigned.

20.2 **Original tenant of the Lease**

The Landlord is not under any obligation to grant the Lease to anyone other than the Tenant named in this Agreement.

20.3 **Charging**

20.3.1 The Tenant may charge (or assign by way of security) the benefit of this Agreement to a Funder with the consent of the Landlord (not to be unreasonably withheld or delayed) but no such consent shall be required in relation to a charge (or assignment) to a Funder who is registered with and authorised by the Financial Services Authority (or any successor organisation responsible for the regulation of financial institutions within the United Kingdom) or in relation to a charge pursuant to a debenture dated on or around the date of this

Agreement in favour of DV4 Properties iCity Co. Limited as trustee for and on behalf of the security beneficiaries as defined in such debenture.

20.3.2 The Tenant will notify the Landlord in writing of any Funder to whom this Agreement is charged pursuant to **clause 20.3.1**.

#### 20.4 **Occupational Agreements**

Nothing in this Agreement shall prevent the Tenant from entering into agreements for lease or similar arrangements at any time after the date of this Agreement providing for the grant or completion of occupational interests in respect of the Premises provided always that any such agreement or arrangement:

20.4.1 is conditional upon the grant of the Landlord's consent (where such consent will be required under the terms of the Lease); and

20.4.2 otherwise complies with the provisions of **clause 9** of the Lease as if they were set out in full in this Agreement; and

20.4.3 (where the proposed occupier is to have the right to enforce the provisions of **clause 20.5**) has received the prior written approval of the Landlord as to its form (including any lease or other occupational arrangement referred to in it, to the extent that the lease deviates from the pro-forma underlease appended to this Agreement at **Appendix 10**), such approval not to be unreasonably withheld or delayed.

#### 20.5 **Sub-Tenants**

If prior to service of a Default Notice pursuant to **clause 18.2**, the Tenant has entered into any agreement(s) in accordance with **clause 20.4.1** and **20.4.2** and which have been approved by the Landlord pursuant to **clause 20.4.3** (a "**Permitted Occupational Agreement**") to grant a sub-lease or other occupational interest (a "**Permitted Interest**"), and at any time after the Unconditional Date but prior to the Date of Practical Completion of the Tenant's Works:

20.5.1 the Landlord terminates this Agreement in accordance with **clause 18**; and

20.5.2 the Lease has not been granted; or

20.5.3 where the Lease has been granted, it is forfeited by the Landlord and the Tenant does not obtain relief from forfeiture within the Relief Period; and/or

20.5.4 where any Permitted Interest has been granted, it is forfeited and the relevant sub-tenant does not obtain relief from forfeiture within the Relief Period,

then subject to **clause 20.5.7** the Landlord will in respect of each Permitted Occupational Agreement and Permitted Interest and at the request of the relevant sub-tenant:

20.5.5 if the relevant Permitted Interest has not been granted, grant the Permitted Interest on the date on which the Permitted Interest is due to be granted pursuant to the terms of the Permitted Occupational Arrangement or (where applicable and if later) the 5<sup>th</sup> Working Day after the expiry of the Relief Period; or

20.5.6 if the relevant Permitted Interest has been granted but the Lease has been forfeited, or if the relevant Permitted Interest is due to be granted during the Relief Period under the terms of the Permitted Occupational Agreement:

20.5.6.1 grant a tenancy at will to the sub-tenant at the appropriate time in a form approved by the Landlord (acting reasonably), permitting the sub-tenant to remain in occupation of the relevant part(s) of the Premises until such time as the Permitted Interest or (as the case may be) the new Permitted Interest referred to in **clause 20.6.5.2** is granted; and then

20.5.6.2 (where the relevant Permitted Interest had been granted but the Lease has been forfeited) grant a new Permitted Interest to the sub-tenant on the same terms as the old Permitted Interest (but incorporating such amendments as are required as a result of the Lease no longer being in place) on the 5<sup>th</sup> Working Day after the expiry of the Relief Period,

provided that nothing in this **clause 20.5** will require the Landlord to grant any Permitted Interest (or new Permitted Interest) for a contractual term expiring after the date on which the initial contractual term of the relevant Permitted Interest would have expired had it been granted by the Tenant in accordance with the terms of the relevant Permitted Occupational Agreement or to honour any option(s) to renew contained in any Permitted Interest.

20.5.7 The Landlord's obligations to grant any tenancy at will or Permitted Interest will cease 30 Working Days after the expiry of the Relief Period.

21. **TIER 2 WARRANTIES**

21.1 The Landlord shall use reasonable endeavours to assign absolutely and unconditionally (or to procure the absolute and unconditional assignment of) the benefit of the Tier 2 Warranties (together with the benefit of all claims and rights of action arising under them) to the Tenant on or before the Completion Date or as soon as reasonably practicable thereafter. The assignment shall be in a form approved by the Tenant (such approval not to be unreasonably withheld or delayed).

21.2 The Landlord shall use reasonable endeavours to procure that each such assignment to the Tenant from the current beneficiary of the Tier 2 Warranty (whether directly or indirectly) will use no more than one of the assignments permitted without consent under the Tier 2 Warranty (so that following completion of the assignment to the Tenant there will be at least one further assignment of the relevant Tier 2 Warranty which is permitted without consent).

21.3 In each case where a Tier 2 Warranty is to be assigned to the Tenant by the Landlord (rather than by any third party) the Landlord shall not do so without first notifying the Tenant that the Landlord is in a position to complete the assignment and comply with **clauses 21.4** and **21.5**.

21.4 Following service of a notice on the Tenant pursuant to **clause 21.3**, the Tenant may request that the benefit of the relevant Tier 2 Warranty should be assigned to either:

21.4.1 the Tenant; or

21.4.2 to a third party, including details of the nominated third party's full name, address for service of notice of assignment and (where relevant) its company number (or equivalent)

and the Landlord will assign the Tier 2 Warranty as requested by the Tenant within 10 Working Days of the Tenant's request.

21.5 If the Tenant has not served any notice on the Landlord pursuant to **clause 21.4** prior to the Date of Practical Completion of the Tenant's Works, the Landlord may serve a further notice on the Tenant requiring the Tenant to make a request pursuant to **clause 21.4**. If the Tenant does not make any such request within 10 Working Days, the Landlord will assign the benefit of the relevant Tier 2 Warranty to the Tenant.

21.6 The Tenant covenants with the Landlord that it shall not exercise any rights of step-in contained in the Tier 2 Warranties and that it will not seek to take over, novate or otherwise transfer the appointments or contracts of the Tier 2 Parties

without the prior written consent of the Landlord (such consent to be given or withheld in its absolute discretion).

- 21.7 Subject to **clauses 21.8** and **21.10**, the Landlord shall be liable to the Tenant for all damages, costs, losses, claims and expenses whatsoever ("**Costs**") incurred by the Tenant in connection with the Press Centre and the Broadcast Centre (excluding the Gantry) but only to the extent that the Tenant can show that such Costs would have been recoverable by the Tenant under a Tier 2 Warranty had the relevant Tier 2 Warranty been assigned to the Tenant on the Date of Actual Completion.
- 21.8 The Landlord's liability pursuant to **clause 21.7** is subject to the following provisions:
- 21.8.1 it is a condition precedent to the Landlord's liability that the Tenant must first have used all reasonable endeavours to recover the Costs under the Tier 1 Warranties and (where appropriate) under any Tier 2 Warranties which have been assigned to the Tenant provided that this condition precedent shall not apply in respect of any Tier 1 Warranty or Tier 2 Warranty where the relevant warrantor has suffered an insolvency event (other than any event entered into for the purpose of reconstruction or amalgamation with a solvent body corporate which does not affect liability under the relevant Tier 1 Warranty or Tier 2 Warranty);
- 21.8.2 the Tenant must take all reasonable steps to fully mitigate the Costs;
- 21.8.3 the Landlord shall be entitled to raise any defence to a claim under **clause 21.7** which would have been available to the relevant warrantor(s) under the relevant Tier 2 Warranties (other than defences of set-off and counterclaim as between the relevant warrantor(s) and Carillion Construction Limited);
- 21.8.4 the Landlord's maximum liability pursuant to **clause 21.7** shall be £25,000,000 (twenty five million pounds);
- 21.8.5 the Landlord's liability under **clause 21.7** shall end on the date 12 years after the date of completion of the relevant Works except in respect of claims in respect of which proceedings have been issued or are expressly contemplated by way of a formal letter of claim served before such date.
- 21.9 Notwithstanding **clause 21.8** the Landlord does not exclude its liability (if any) to the Tenant for:
- 21.9.1 personal injury or death resulting from the Landlord's negligence;



21.9.2 any matter which it would be illegal for the Landlord to exclude or to attempt to exclude its liability; or

21.9.3 fraud.

21.10 Following assignment of the benefit of each Tier 2 Warranty to the Tenant in accordance with **clause 21.1** the Landlord shall issue a written notice to the Tenant confirming that the assignments have taken place and use reasonable endeavours to ensure that, at the same time, the Tenant is provided with the original deed of assignment and the original Tier 2 Warranty or, where the originals are not available, certified copies of them. From the date of each such notice, or if earlier from the date on which the Landlord notifies the Tenant pursuant to **clause 21.3** that the Landlord is in a position to complete the assignment, the Landlord shall have no further liability to the Tenant pursuant to **clause 21.5** for any Costs in respect of the relevant Tier 2 Warranty

## 22. DETERMINATION OF DISPUTES

22.1 All disputes differences and questions which arise between the parties in respect of this Agreement shall:

22.1.1 if the dispute is of a technical nature and the Landlord and the Tenant agree, be referred to an expert (the "**Expert**"), who will act as an expert and not as an arbitrator; and

22.1.2 in all other cases, be referred to the courts in accordance with the terms of **clause 23**.

22.2 Where the dispute arising under **Schedule 5** relates to or affects (i) the data centre premises within the Broadcast Centre, (ii) the use and occupation of those premises, (iii) the Parking (as defined in **paragraph 2 of part 1 of Schedule 5**) to be allocated to those premises and/or (iv) the execution of the works referred to in **paragraph 1.1.12 of part 2 of Schedule 5**, the Landlord and the Tenant will permit the DC Tenant (as defined in clause 2.4.1 of the Lease) to take a full and unrestricted part, acting reasonably, as a party to the referral to the Expert, subject to the DC Tenant agreeing to pay an appropriate proportion of the fees of the Expert in accordance with **clause 22.7**.

22.3 The Expert will be selected by agreement of the Landlord and the Tenant. Should the parties fail to agree on the Expert within 10 Working Days of agreement to refer the matter to an Expert, the Expert shall be chosen by the Chief Executive Officer for the time being of the Centre for Effective Dispute Resolution or its replacement organisation from time to time.

- 22.4 The Expert is to be at liberty to call for such written evidence from the parties and/or to seek such legal or other expert assistance as he or she may reasonably require.
- 22.5 The Expert shall be instructed to deliver his or her decision to the parties within 10 Working Days after delivery to him or her of the information referred to in **clause 22.4**.
- 22.6 Any decision of the Expert shall be final and binding, and not subject to appeal to the Court except in the case of a clear and obvious mistake or if his or her decision is one which no reasonable expert could have made.
- 22.7 The fees of the Expert shall be borne by the parties in equal proportions or, where the Expert decides fee apportionment, in whatever proportion as the Expert decides having regard (amongst other things) to the conduct of the parties.
- 22.8 The provisions of this **clause 22** do not prevent either party from applying for an interim court order or other form of injunctive relief, or to preserve any superior position with regard to other creditors of the other party whilst the parties attempt to resolve a dispute under this **clause 22**.

## 23. **ENFORCEMENT**

### 23.1 **Applicable law**

This Agreement is to be governed by and interpreted in accordance with English law.

### 23.2 **Jurisdiction**

Subject to **clause 22**, the courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and enforce any judgment against the Tenant in the courts of any competent jurisdiction.

## 24. **COSTS**

- 24.1 The Landlord and the Tenant will each bear their own costs in relation to the preparation, submission, consideration, inspection, monitoring consenting and/or approval (or otherwise) of all matters requiring consent or approval under this Agreement (unless otherwise expressly stated).
- 24.2 The Landlord will not require any consideration or financial compensation from the Tenant in order to grant any oversailing licence or licence for access to and temporary use of any adjoining premises owned by the Landlord (including the

airspace above the Premises) and required to undertake the Tenant's Works or any Fitting Out Works and the Landlord shall enter into any such oversailing licence or other licence at the request and reasonable cost of the Tenant subject to the Landlord approving the form of the same (such approval not to be unreasonably withheld or delayed) and provided that the Landlord shall only be obliged to enter into any licence for access to and temporary use of any such adjoining premises where it is able to do so (having regard to the use of other parts of the Estate) and there is no reasonable alternative means of executing the relevant part of the Tenant's Works or Fitting Out Works.

25. **EXECUTION**

25.1 The Landlord and the Tenant have executed this Agreement as a deed on the date set out in the Particulars.

25.2 Any person who witnesses the sealing of this Agreement is to be treated as having signed this Agreement for the purposes of section 2 Law of Property (Miscellaneous Provisions) Act 1989.

## **SCHEDULE 1**

### **Variations to the Commercial Conditions**

#### **1. Exclusion of Commercial Conditions**

Commercial Conditions 1.4.1, 2.2, 4, 5, 6.3.1, 6.4.2, 7, 8.3.6, 8.3.7, 8.3.8, 10.2.4 and 11 are excluded.

#### **2. Variation of Commercial Conditions**

- 2.1 In Commercial Condition 1.3, all references to service by e-mail are deleted.
- 2.2 In Commercial Condition 6.1.3, the seller's obligations extend only to documents in the possession of the Landlord or its mortgagee.
- 2.3 In Commercial Condition 8.3.1, the words "Subject to Condition 8.3.6" are deleted.
- 2.4 Commercial Condition 8.3.2 reads "Apportionment is to be made with effect from the date of actual completion."
- 2.5 In Commercial Condition 9.3.2, the words "between completion date and actual completion" are replaced by "from and including the completion date to but excluding actual completion".
- 2.6 Commercial Condition 9.3.4 reads "The seller will take the net income from the property until completion as well as compensation under condition 9.3.1."
- 2.7 All references in the Commercial Conditions to the seller shall be deemed to be to the Landlord and all references to the buyer shall be deemed to be to the Tenant.

## SCHEDULE 2

### Incorporated documents

Date	Document	Parties
13 December 2012	Letter	[REDACTED] LLC to [REDACTED] iCITY

## **SCHEDULE 3**

### **Title guarantee**

#### **1. Further assurances**

The covenant set out in section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to include any obligation on the Landlord to pay the costs of complying with that covenant but instead shall extend to include an obligation on the part of the Tenant to pay those costs.

## **SCHEDULE 4**

### **Insolvency**

**1. Defined terms**

1.1 In this Schedule, the following words and expressions have the following meanings:

<b>"1986 Act"</b>	Insolvency Act 1986
<b>"1994 Order"</b>	Insolvent Partnerships Order 1994
<b>"LPA"</b>	Law of Property Act 1925

**2. Insolvency**

2.1 Insolvency occurs if:

2.1.1 a person is a company and:

2.1.1.1 it enters into a voluntary arrangement under Part I of the 1986 Act or it enters into a scheme of arrangement with its creditors in satisfaction or composition of its debt;

2.1.1.2 an administrator is appointed under Part II of the 1986 Act;

2.1.1.3 a receiver or manager, including an administrative receiver, is appointed whether under Part III of the 1986 Act, under the LPA or otherwise;

2.1.1.4 a resolution to wind-up is passed or a provisional liquidator is appointed or a winding-up order is made under Part IV of the 1986 Act unless for the purpose of a solvent amalgamation or reconstruction of the company;

2.1.1.5 a scheme of arrangement is made under Part 26 Companies Act 2006;

2.1.1.6 it changes its status from unlimited to limited; or

2.1.1.7 it is struck off the register of companies or otherwise ceases to exist;

2.1.2 a person is an individual and:

- 2.1.2.1 an interim order or voluntary arrangement is made under Part VIII of the 1986 Act;
- 2.1.2.2 a trustee in bankruptcy is appointed or the individual is otherwise declared to be bankrupt;
- 2.1.2.3 the individual enters into a deed of arrangement or composition with his or her creditors;
- 2.1.2.4 a receiver is appointed under the Mental Health Act 1983 or the individual becomes incapable of managing his or her affairs; or
- 2.1.2.5 the individual dies;
- 2.1.3 two or more people are in partnership and:
  - 2.1.3.1 they enter into a voluntary arrangement under Part II of the 1994 Order;
  - 2.1.3.2 an administration order is made under Part III of the 1994 Order; or
  - 2.1.3.3 a winding up order is made under Parts IV or V of the 1994 Order; or
- 2.1.4 a person is incorporated or resident in a jurisdiction outside England and Wales and any event or circumstance occurs which under the laws of that jurisdiction has an analogous or equivalent effect to any of the events in this **paragraph 2.1.**



## SCHEDULE 5

### Part 1: Planning Condition

#### 1. **Defined terms**

In this Schedule, the following words and expressions have the following meanings:

**"Appeal"**

all or either of the following:

- (a) an application to the local planning authority under section 73 of the Planning Act against the presence of an Onerous Condition in a Planning Permission; or
- (b) an application to the Secretary of State under sections 78 and 79 of the Planning Act following a Planning Refusal by the local planning authority

**"Calling-In"**

a direction by the Secretary of State that a Planning Application be referred to him for determination under section 77 of the Planning Act

**"Challenge Period"**

the following periods, each calculated from and including the relevant Permission Date:

- (a) following the grant of Planning Permission by the local planning authority (including after the determination of an application under section 73 of the Planning Act), the period of three months and two weeks; or
- (b) following the grant of Planning Permission by or on behalf of the Secretary of State, the period of six weeks

**"Condition Longstop Date"**

[REDACTED]

**"Condition Target Date"**

[REDACTED]

**"Conditional Period"**

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

**"Development"**

the reconfiguration and refurbishment of the Premises as detailed in the Tenant's Specification and the use of the Premises for the "Authorised Use" set out in the Lease together with any amendments to this development approved in writing by the Landlord in accordance with the Review Procedure (such approval not to be unreasonably withheld or delayed)

**"Initial Target Date"**

12 months after the date of submission of the first Planning Application pursuant to **paragraph 5**

**"Landlord's Onerous Condition"**

has the meaning given to it in **Part 2**

**"Minimum Parking"**

[REDACTED]

**"Onerous Condition"**

a Tenant's Onerous Condition or a Landlord's Onerous Condition

**"Parking"**

the retention and use by owners and occupiers of the Premises and their respective servants, agents and visitors of at least the Minimum Parking in the Car Park

**"Permission Date"**

the date of the Satisfactory Planning Permission which means:

- (a) the date written, printed or stamped on the Planning Permission issued by the local planning authority; or
- (b) the date written, printed or stamped on the letter or other document issued by or on behalf of the Secretary of State following an Appeal or a Calling-In

**"Planning Act"**

the Town and Country Planning Act 1990 and includes any statute amending, consolidating or replacing it for the time being in force

**"Planning Agreement"**

any agreement or undertaking required to be entered into by the local planning authority before the grant of Planning Permission and shall include but not be limited to an agreement or undertaking to be made pursuant to section 106 of the Planning Act, section 38 or 278 Highways Act 1980, or section 111 Local Government Act 1972

**"Planning Application"**

the initial application made by or on behalf of the Tenant for Planning Permission and includes any variations or subsequent applications made in accordance with this Schedule

**"Planning Condition"**

the condition set out in **paragraph 2.1**

**"Planning Consultants"**

such consultants (if any) as the Landlord may appoint to advise it in relation to the Planning Application of which the Tenant has from time to time been notified in writing

**"Planning Counsel"**

planning counsel appointed in accordance with **paragraph 13**

**"Planning Decision"**

a Planning Refusal or the grant of Planning Permission whether by the local planning authority or by or on behalf of the Secretary of State

**"Planning Permission"**

detailed planning permission for the Development and for Parking granted pursuant

to a Planning Application including the removal or variation of any existing planning condition or obligation which would otherwise prevent the implementation of the Development or the use of the Parking

**"Planning Proceedings"**

all or any of the following:

- (a) an application made for judicial review following the grant of a Planning Permission by the local planning authority;
- (b) an application made under section 288 of the Planning Act, including by the local planning authority, following the grant of Planning Permission by or on behalf of the Secretary of State or an Inspector; or
- (c) an application made under section 288 of the Planning Act by the Tenant following a Planning Refusal in each case by or on behalf of the Secretary of State or an Inspector

and includes any appeal to a higher court made against a judgment given in a lower court

**"Planning Refusal"**

any of the following:

- (a) a refusal by the local planning authority to grant planning permission pursuant to a Planning Application;
- (b) a refusal by the local planning authority to vary or remove an Onerous Condition attached to a Planning Permission pursuant to an application made by the Tenant under section 73 of the Planning Act;
- (c) a refusal by or on behalf of the Secretary of State to grant planning permission following an Appeal or a

Calling-In;

- (d) subject to **paragraph 5.6.2**, a failure by the local planning authority to determine a Planning Application within the period required under section 78(2) of the Planning Act;
- (e) the grant of a Planning Permission that is not a Satisfactory Planning Permission; or
- (f) the final determination of any Planning Proceedings which does not result in a Satisfactory Planning Permission

**"Satisfactory Planning Permission"**

a Planning Permission that is determined to be a Satisfactory Planning Permission under **paragraph 9.7**

**"Secretary of State"**

the Secretary of State or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Planning Act and references to the Secretary of State include any inspector appointed by the Secretary of State to determine Appeals

**"Tenant's Onerous Condition"**

has the meaning given to it in **Part 2**

**"Unconditional Date"**

the date on which the Planning Condition has been satisfied or is deemed to have been satisfied in accordance with this Schedule

**2. Details of the Planning Condition**

2.1 The Planning Condition is the satisfaction of each of the following requirements:

2.1.1 the grant of a Satisfactory Planning Permission; and

2.1.2 the expiry of the relevant Challenge Period without Planning Proceedings being begun or, if Planning Proceedings are begun during the Challenge Period, the conclusion of those proceedings leaving in place a Satisfactory Planning Permission.

2.2 The Tenant (in its absolute discretion) may waive the requirement in **paragraph 2.1.2** as part of the Planning Condition by serving written notice on the Landlord to that effect and if it does so following the grant of a Satisfactory Planning Permission the Planning Condition shall be deemed to have been satisfied for all purposes under this Agreement.

2.3 The Tenant (in its absolute discretion) may waive the presence of a Tenant's Onerous Condition in a Planning Permission notwithstanding that the Tenant may previously have notified the Landlord that the Planning Permission contained one or more unacceptable Tenant's Onerous Conditions pursuant to **paragraph 9.1** by serving written notice on the Landlord to that effect. If the Tenant does so, and either:

2.3.1 the Landlord has not given notice under **paragraph 9.2** that the Planning Permission contains one or more unacceptable Landlord's Onerous Conditions; or

2.3.2 if the Landlord has given such notice under **paragraph 9.2** but the independent expert has determined that the Planning Permission does not contain any Landlord's Onerous Conditions,

then the Planning Condition shall be deemed to have been satisfied for all purposes under this Agreement.

### 3. Initial Target Date and Condition Target Date

3.1

[REDACTED]

3.2

[REDACTED]

3.2.1

[REDACTED]

3.2.2

[REDACTED]

3.2.3

[REDACTED]

[Redacted]

3.2.3.1

[Redacted]

3.2.3.2

[Redacted]

3.2.4

[Redacted]

3.2.5

[Redacted]

3.2.6

[Redacted]

3.2.7

[Redacted]

3.2.8

[Redacted]

3.2.9

[Redacted]

[REDACTED]

[REDACTED]

3.3 [REDACTED]

3.4 [REDACTED]

4. **Obtaining Satisfactory Planning Permission**

4.1 The Tenant is at its own expense to use all reasonable endeavours to obtain a Satisfactory Planning Permission as soon as reasonably practicable after the date of this Agreement.

4.2 The Landlord is not to object to a Planning Application to the extent that the Planning Application has been previously approved by the Landlord and is not to begin Planning Proceedings following the grant of a Satisfactory Planning Permission.

5. **The Planning Application**

5.1 The terms of the Planning Application including any variation thereof and/or new application in relation to the Development and/or the Parking are to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) in accordance with the Review Procedure.

5.2 The Tenant's application(s) for discharge of any conditions or approval of any reserved matters (and the discharge of any matters for which approval is required under any Planning Agreement) arising pursuant to the Satisfactory Planning Permission are to be approved by the Landlord in the same manner as the terms of the Planning Application, provided that no such approval will be required in so far as such conditions or matters relate solely to non-structural alterations to the interior of the buildings comprised in the Premises.

5.3 The Planning Application is to be submitted in the name of the Tenant.

5.4 The Tenant may submit the Planning Application in duplicate.

5.5 The Tenant is at its own expense to submit a Planning Application to the local planning authority as soon as reasonably practicable after the date of this Agreement (using reasonable endeavours to do so by 31 July 2013) and in any event by the Application Deadline (time being of the essence). The Tenant shall keep the Landlord and the Planning Consultants informed of the likely date for submission of the Planning Application.



- 5.6 The Tenant may, at its own expense:
- 5.6.1 amend (with the Landlord's consent not to be unreasonably withheld or delayed) any Planning Application made to the local planning authority or withdraw a Planning Application and immediately submit a fresh Planning Application in each case where it is reasonable to do so in order to obtain Satisfactory Planning Permission; and
  - 5.6.2 agree with the local planning authority any extension or extensions to the statutory period for determining the Planning Application under section 78(2) of the Planning Act if the Tenant is still engaged in the substantive negotiations with the local planning authority at the time provided that the Tenant shall not agree any extension or extensions in respect of the Planning Application which exceed three months in aggregate in respect of the relevant application without the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed).
- 5.7 The Tenant shall at its own expense use all reasonable endeavours:
- 5.7.1 to agree with the local planning authority a planning performance agreement in respect of the Planning Application, such planning performance agreement to be approved by the Landlord (such approval not to be unreasonably withheld or delayed); and
  - 5.7.2 thereafter comply with the terms of such planning performance agreement.
- 5.8 The Tenant may enter into discussions or negotiations with the local planning authority to facilitate the grant of (as applicable) Planning Permission.
- 5.9 The Tenant will not agree to any proposed conditions to any Planning Permission or to be contained in any Planning Agreement that affect land outside of the Premises unless they have been approved by the Landlord in writing (such approval not to be unreasonably withheld or delayed).
- 5.10 The Tenant is to:
- 5.10.1 provide to the Landlord and the Planning Consultants a copy of each Planning Application made to the local planning authority;
  - 5.10.2 keep the Landlord and the Planning Consultants informed at reasonable intervals of the progress of each Planning Application, amendments made to each Planning Application, each withdrawal of a Planning Application and details of all discussions and negotiations with the local planning authority;

- 5.10.3 give the Landlord and the Planning Consultants reasonable prior written notice of any meetings with the local planning authority and not object to the Landlord and the Planning Consultants attending those meetings (as observers);
- 5.10.4 provide the Landlord and the Planning Consultants with copies of all material notes, correspondence, documents and minutes of meetings concerning the Planning Application; and
- 5.10.5 notify the Landlord and the Planning Consultants of any resolution to grant Planning Permission within five Working Days of the date of the resolution.

## 6. **Co-operation from the Landlord**

- 6.1 The Landlord is to co-operate with the Tenant and use reasonable endeavours to assist the Tenant to obtain Satisfactory Planning Permission but, in so doing, the Landlord is not to act independently of the Tenant.
- 6.2 Without limiting **paragraph 6.1**, the Landlord is to provide the Tenant with such information and assistance (at the Landlord's cost) as is reasonably required in relation to that part of the Planning Application related to the Parking.
- 6.3 The Tenant is to indemnify the Landlord on a full indemnity basis against all proper and reasonable legal fees and other costs and expenses incurred by the Landlord in complying with its obligations in **paragraph 6.1** (save to the extent they relate to the Parking) at the request of the Tenant.
- 6.4 No provisions of this Agreement shall be taken to fetter, limit or restrict the functions of the Landlord as a Local Planning Authority (to the extent that the Landlord is at any time during the existence of this Agreement a Local Planning Authority) and for the avoidance of doubt the Landlord shall not be liable to the Tenant for any damage, cost, injury or loss to the Tenant arising from the performance of its functions as a Local Planning Authority notwithstanding any other provision of this Agreement.
- 6.5 The Landlord will use reasonable endeavours to accommodate any request by the Tenant to facilitate the Tenant complying with conditions approved by the Landlord pursuant to **paragraph 5.9** and will grant to the Tenant without payment of any premium or other consideration such rights as are reasonably necessary to comply with such conditions on such terms as are agreed by the Landlord acting reasonably. The Tenant will reimburse to the Landlord within 7 days of written request the reasonable and proper costs incurred by the Landlord in engaging consultants or advisers to investigate, advise upon, document or otherwise assist the Landlord with any such Tenant's request and/or grant of rights.

## 7. **Planning Agreements**

7.1 The Landlord and the Tenant are to enter into any Planning Agreement required by the local planning authority as a pre-condition of the grant of Planning Permission subject to the following conditions being satisfied:

7.1.1 the Tenant is to pay the proper and reasonable legal fees and other costs, expenses and liabilities incurred by the Landlord in approving the terms of and entering into the Planning Agreement;

7.1.2 the Planning Agreement does not contain terms which:

7.1.2.1 require any works to be carried out or any moneys to be paid, other than legal costs, before the implementation of the Planning Permission by the carrying out of material operations as defined in section 56 Planning Act;

7.1.2.2 take effect before the date of the Planning Permission save in respect of payment of legal costs;

7.1.2.3 are Onerous Conditions (subject to **paragraphs 9.8** and **9.9**), unless waived in accordance with this Schedule; or

7.1.2.4 would constitute grounds of objection to a Submitted Item pursuant to **paragraph 4** of **Schedule 8**;

7.1.3 the Planning Agreement is in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed when the other requirements of this **paragraph 7** are met; and

7.1.4 the Planning Agreement is in a form approved by the Tenant, such approval not to be unreasonably withheld or delayed when the other requirements of this **paragraph 7** are met.

7.2 Notwithstanding **paragraph 7.1**:

7.2.1 to the extent that any Planning Agreement contains terms that take effect before the Date of Actual Completion, the Tenant is to indemnify the Landlord on a full indemnity basis against all proper and reasonable legal fees and other costs, expenses and liabilities incurred in complying with those terms where and to the extent the Landlord is required to do so by the local planning authority; and

7.2.2 to the extent that any Planning Agreement imposes continuing liability on the Landlord after the Date of Actual Completion, the Tenant is in the Lease, or in any other document which the Landlord may reasonably require, to indemnify the Landlord on a full indemnity basis

against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord arising from any breach of the terms of that Planning Agreement by the Tenant or the Tenant's successors in title to the Premises.

7.3 The Tenant is to:

- 7.3.1 negotiate the terms of any Planning Agreement with the local planning authority with all due speed;
- 7.3.2 keep the Landlord and the Planning Consultants informed at reasonable intervals of the progress being made in negotiating any Planning Agreement and give the Landlord and the Planning Consultants details of all discussions and negotiations with the local planning authority;
- 7.3.3 give the Landlord and the Planning Consultants reasonable prior written notice of any meetings with the local planning authority to negotiate the terms of the Planning Agreement and not object to the Landlord and the Planning Consultants and its consultants attending those meetings (as observers); and
- 7.3.4 provide the Landlord and the Planning Consultants with copies of all material notes, correspondence, documents and minutes of meetings concerning the Planning Agreement.

8. **Planning Decisions**

The Tenant is to provide a copy of each Planning Decision to the Landlord and the Planning Consultants not later than fifteen Working Days after written notice of the Planning Decision has been received by the Tenant.

9. **Satisfactory Planning Permission**

- 9.1 If Planning Permission is granted, the Tenant is to notify the Landlord in writing within fifteen Working Days after receiving written notice of the Planning Decision whether or not (subject to **paragraph 9.8**) it considers that the Planning Permission contains any Tenant's Onerous Conditions and, if it does, whether the Tenant is willing to accept them. If the Tenant gives notice that the Planning Permission does not contain any Tenant's Onerous Conditions or that it contains only Tenant's Onerous Conditions that are acceptable to the Tenant, the Planning Permission will be deemed not to contain any Tenant's Onerous Conditions.

- 9.2 If the Tenant does not serve notice in accordance with **paragraph 9.1**, the Tenant will be deemed to have given notice on the fifteenth Working Day after the receipt of the written notice of the Planning Decision by it that the Planning Permission does not contain any Tenant's Onerous Conditions.
- 9.3 If Planning Permission is granted, the Landlord is to notify the Tenant in writing within fifteen Working Days after receiving written notice of the Planning Decision from the Tenant pursuant to **paragraph 8** whether or not (subject to **paragraph 9.9**) it considers that the Planning Permission contains any Landlord's Onerous Conditions and, if it does, whether the Landlord is willing to accept them. If the Landlord gives notice that the Planning Permission does not contain any Landlord's Onerous Conditions or that it contains only Landlord's Onerous Conditions that are acceptable to the Landlord, the Planning Permission will be deemed not to contain any Landlord's Onerous Conditions.
- 9.4 If the Landlord does not serve notice in accordance with **paragraph 9.3**, the Landlord will be deemed to have given notice on the fifteenth Working Day after the receipt of the written notice of the Planning Decision by it that the Planning Permission does not contain any Landlord's Onerous Conditions.
- 9.5 If the Tenant gives notice in accordance with **paragraph 9.1** that the Planning Permission contains one or more Tenant's Onerous Conditions ("a Tenant's Rejection Notice"), the Landlord may serve notice ("a Determination Notice") on the Tenant requiring the question of whether the Planning Permission contains Tenant's Onerous Conditions to be determined by an independent expert in accordance with **clause 22**. The Determination Notice must be served within fifteen Working Days after the service of the Tenant's Rejection Notice under **paragraph 9.1**.
- 9.6 If the Landlord gives notice in accordance with **paragraph 9.3** that the Planning Permission contains one or more Landlord's Onerous Conditions ("a Landlord's Rejection Notice"), the Tenant may serve notice ("a Determination Notice") on the Landlord requiring the question of whether the Planning Permission contains Landlord's Onerous Conditions to be determined by an independent expert in accordance with **clause 22**. The Determination Notice must be served within fifteen Working Days after the service of the Landlord's Rejection Notice under **paragraph 9.3**.
- 9.7 A Planning Permission will be a Satisfactory Planning Permission only if:
- 9.7.1 the Tenant gives notice in accordance with **paragraph 9.1** or is deemed to give notice under **paragraph 9.2** that the Planning Permission does not contain any Tenant's Onerous Conditions or contains only Tenant's Onerous Conditions that are acceptable to the Tenant or, following the service of a Determination Notice by the

Landlord under **paragraph 9.5**, the independent expert determines that, in his opinion, the Planning Permission does not contain any Tenant's Onerous Conditions, or the Tenant waives the presence of a Tenant's Onerous Condition in accordance with **paragraph 2.3**; and

9.7.2 the Landlord gives notice in accordance with **paragraph 9.3** or is deemed to give notice under **paragraph 9.4** that the Planning Permission does not contain any Landlord's Onerous Conditions or contains only Landlord's Onerous Conditions that are acceptable to the Landlord or, following the service of a Determination Notice by the Tenant under **paragraph 9.6**, the independent expert determines that, in his opinion, the Planning Permission does not contain any Landlord's Onerous Conditions.

9.8 To the extent that the Tenant has pre-agreed in writing any proposed planning conditions in its discussions with the local planning authority or pursuant to **paragraph 5.9**, it cannot claim that such conditions constitute Tenant's Onerous Conditions.

9.9 To the extent that the Landlord has approved in writing any proposed planning conditions pursuant to **paragraph 5.9**, it cannot claim that such conditions constitute Landlord's Onerous Conditions.

9.10 In this Schedule references to a Planning Permission containing or not containing Tenant's Onerous Conditions or Landlord's Onerous Conditions includes any provisions contained or, as the case may be, not contained in a Planning Agreement required as a pre-condition to the grant of that Planning Permission.

9.11 Time is of the essence in relation to this **paragraph 9**.

## 10. **Appeals and Planning Proceedings**

10.1 If there is a Planning Refusal, the Tenant is to notify the Landlord in writing within 20 Working Days after written notice of the Planning Decision has been received by the Tenant whether it wishes to make an Appeal or to begin Planning Proceedings in respect of that Planning Refusal.

10.2 The Landlord must notify the Tenant within ten Working Days of receipt of the Tenant's written notice in **paragraph 10.1** if the Landlord (acting reasonably) objects to the Tenant making an Appeal or bringing Planning Proceedings.

10.3 If the Landlord objects pursuant to **paragraph 10.2** and the Tenant still wishes to make an Appeal or commence Planning Proceedings:

10.3.1 the Landlord and the Tenant are to instruct Planning Counsel in accordance with **paragraph 13** to advise on whether an Appeal or

Planning Proceedings (as appropriate) would stand a less than 50% chance of resulting in the grant of a Satisfactory Planning Permission; and

- 10.3.2 If Planning Counsel advises that there would be a less than 50% chance of obtaining Satisfactory Planning Permission on an Appeal or following Planning Proceedings, the Tenant is not to make an Appeal or begin Planning Proceedings.
- 10.4 The Tenant may only make an Appeal or commence Planning Proceedings following a Planning Refusal if the Landlord does not object in accordance with **paragraph 10.2**, or if the Landlord does so object, but Planning Counsel advises that such action has a 50% or better chance of being successful.
- 10.5 If the Tenant does not take any action pursuant to **paragraph 10.4** within three months of a Planning Refusal, the Tenant may submit a new Planning Application in accordance with the terms of this Agreement. The Tenant will discuss with the Landlord and take into account (but without being bound by) the reasonable representations of the Landlord as to whether or not the Tenant should submit a new Planning Application.
- 10.6 If the Tenant makes an Appeal or begins Planning Proceedings or there is a Calling-In, the Tenant is to:
  - 10.6.1 make the Appeal, begin Planning Proceedings or pursue the Calling-In at its own cost and expense;
  - 10.6.2 prosecute the Appeal or Planning Proceedings or pursue the Calling-In to its conclusion with all due diligence and in a good and efficient manner;
  - 10.6.3 keep the Landlord and the Planning Consultants informed on the progress of the Appeal, Planning Proceedings or Calling-In including all relevant material correspondence, notifications, instructions to and advice of counsel, evidence of expert and other witnesses and the dates of any inquiry, hearing or for the submission of written representations;
  - 10.6.4 give the Landlord and the Planning Consultants reasonable prior written notice of, and not object to the Landlord and the Planning Consultants attending at, conferences with counsel and other relevant meetings (as observers);
  - 10.6.5 indemnify the Landlord on a full indemnity basis against all proper and reasonable legal fees and other costs, expenses and liabilities incurred and, where the Landlord is a party to the Appeal, Planning Proceedings

or Calling-In, all proper and reasonable legal fees and other costs, expenses and liabilities incurred by the Landlord in relation to the Appeal, Planning Proceedings or Calling-In, including any costs, expenses, damages, losses and liabilities awarded against the Landlord.

## 11. **Planning Proceedings by third parties**

11.1 If Planning Proceedings are begun or are threatened by a third party, including by the local authority, following the grant of a Satisfactory Planning Permission or any resolution to grant a Satisfactory Planning Permission, the Tenant is to:

11.1.1 give written notification to the Landlord upon becoming aware of the same;

11.1.2 instruct Planning Counsel in accordance with **paragraph 13** to advise on the prospects of the Planning Proceedings succeeding; and

11.1.3 permit the Landlord and the Planning Consultants to attend any conferences with Planning Counsel (as observers); and

11.1.4 keep the Landlord and the Planning Consultants informed at reasonable intervals of the progress of the Planning Proceedings.

11.2 If Planning Counsel advises that there is a better than 50% chance of a successful defence to the challenge to the Planning Permission or any resolution to grant it, the Tenant is at its own cost and expense to take such part in the Planning Proceedings as Planning Counsel advises as being necessary or desirable to dispose of those proceedings so as to leave in place a Satisfactory Planning Permission.

11.3 The Tenant is to act with all due diligence in defending any challenge to any Planning Permission or to any resolution to grant Planning Permission.

11.4 The Tenant is to indemnify the Landlord on a full indemnity basis against all proper and reasonable legal fees and other costs, expenses and liabilities and, where the Landlord is a party to the Planning Proceedings, all proper and reasonable legal fees and other costs, expenses and liabilities incurred by the Landlord in relation to the Planning Proceedings, including any costs, expenses, damages, losses and liabilities awarded against the Landlord.

## 12. **Termination**

12.1 Subject to **paragraph 12.2** either party may end this Agreement by serving written notice on the other if there is a Planning Refusal in respect of a Planning Application or Planning Permission, or if a Planning Permission is not a



Satisfactory Planning Permission as the result of the inclusion of an Onerous Condition, provided that neither party may so end this Agreement if:

- 12.1.1 it has not yet been agreed or determined whether an Appeal is to be made or Planning Proceedings commenced or (provided that the Tenant is diligently progressing preparation of an Appeal or Planning Proceedings) within three months after the date of such agreement or determination;
  - 12.1.2 an Appeal has been made or Planning Proceedings commenced by the Tenant provided that the Tenant is progressing the same diligently;
  - 12.1.3 the Planning Refusal arises from a failure by the local planning authority to give notice under section 78(2) of the Planning Act (taking into account any extensions of time permitted to the Tenant in accordance with this Schedule) and either:
    - 12.1.3.1 the Tenant has, within 20 Working Days of the Planning Refusal, elected to appeal the non-determination, for a period of up to three months from such election provided that the Tenant is diligently progressing preparation of the Appeal; or
    - 12.1.3.2 the Landlord and the Tenant (each acting reasonably) have agreed in writing to allow the local planning authority a further extended period for determination.
  - 12.1.4 the Planning Permission is not a Satisfactory Planning Permission as the result of the inclusion of one or more Onerous Conditions and within three months of it being agreed or determined that there is such an Onerous Condition the Tenant shall have submitted an application to vary the Onerous Condition under section 73 or 96A of the Planning Act which it is progressing diligently unless and until such application is refused;
  - 12.1.5 the Tenant has elected to submit a new Planning Application pursuant to **paragraph 10.5** subject always to the timescales in **paragraph 3**.
- 12.2 Without prejudice to the provisions of **paragraph 12.1.4** where the Planning Refusal in respect of a Planning Application or Planning Permission arose due to the presence of an Onerous Condition in the Planning Permission or in any Planning Agreement required as a pre-condition to the grant of Planning Permission, the Tenant or the Landlord may end this Agreement under **paragraph 12.1** only if:

- 12.2.1 the time for making an application for expert determination under **paragraphs 9.5 or 9.6** has passed without any application having been made; or
- 12.2.2 if an application for expert determination has been made under **paragraphs 9.5 or 9.6**, that determination upheld the presence of an Onerous Condition in the Planning Permission.

### 13. **References to Planning Counsel**

- 13.1 Where any matter is to be referred to Planning Counsel in accordance with this Schedule, the provisions of this **paragraph 13** are to apply.
- 13.2 Planning Counsel is to be appointed by agreement between the Landlord and the Tenant from the list of Planning Counsel set out in **Part 3**. If none of them are willing or able to be instructed, Planning Counsel is to be such other Queen's Counsel of not less than ten years' calling experienced in town and country planning matters as the Landlord and the Tenant agree to instruct.
- 13.3 If there is any dispute about the appointment of Planning Counsel, either the Landlord or the Tenant may ask the Chairman for the time being of the Bar Council to nominate Planning Counsel who satisfies the criteria set out in **paragraph 13.2** and if he is unable or unwilling to do so, the next senior officer of the Bar Council may make the nomination.
- 13.4 The Landlord and the Tenant are to co-operate with each other by instructing Planning Counsel jointly. Instructions to Planning Counsel are to be prepared by the Tenant and approved by the Landlord, such approval not to be unreasonably withheld or delayed. If there are any points of dispute between the Landlord and the Tenant, the instructions to Planning Counsel are to set out the nature of the dispute and include both the Landlord's and the Tenant's comments on the nature of the dispute.
- 13.5 The decision of Planning Counsel on the matter or matters referred to him is to be final and binding on the Landlord and the Tenant and he is to determine how the costs of the referral and any costs incurred by the Landlord and the Tenant in relation to the matter are to be borne between them.
- 13.6 If a matter is referred to Planning Counsel for determination and Planning Counsel is of the opinion that the matter, or any part of the matter, is not one which Planning Counsel would reasonably be able to determine, Planning Counsel may direct that the matter, or the part of it in question, be referred by the Landlord and the Tenant for determination by an Expert in accordance with **clause 22**.

**Part 2: Onerous Conditions**

**1. Tenant's Onerous Conditions**

1.1

[Redacted]

1.1.1

[Redacted]

1.1.2

[Redacted]

1.1.3

[Redacted]

1.1.4

[Redacted]

1.1.5

[Redacted]

1.1.6

[Redacted]

1.1.7

[Redacted]

1.1.8

[Redacted]

1.1.8.1

[Redacted]

1.1.8.2

[Redacted]

[Redacted]

1.1.9

[Redacted]

1.1.10

[Redacted]

1.1.11

[Redacted]

1.1.12

[Redacted]

1.1.13

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

1.1.14

[Redacted]

1.1.15

[Redacted]

1.1.16

[Redacted]

1.1.17

[Redacted]

1.2

[Redacted]

[Redacted]

2. **Landlord's Onerous Conditions**

2.1 [Redacted]

2.1.1 [Redacted]

2.1.2 [Redacted]

2.1.3 [Redacted]

2.1.4 [Redacted]

2.1.5 [Redacted]

2.1.6 [Redacted]

2.1.7 [Redacted]

2.1.8



2.1.9



2.1.10



2.2



**Part 3: Planning Counsel**



## **SCHEDULE 6**

### **Appointments and Warranties**

#### **Part 1: Obligations**

#### **1. Basis of Appointments**

- 1.1 If it has not already done so, the Tenant is to when appropriate:
- 1.1.1 appoint the Building Contractor;
  - 1.1.2 appoint each member of the Professional Team or procure that the Building Contractor does so; and
  - 1.1.3 use reasonable endeavours to procure that each Principal Sub-Contractor is appointed by the Building Contractor.
- 1.2 Before appointing the Building Contractor or any member of the Professional Team the Tenant is to make due enquiry as to their repute, competence and suitability with respect to the Tenant's Works.

#### **2. Terms of Appointments**

- 2.1 The Building Contract is to be executed as a deed in a form which would be regarded by investment and funding institutions as institutionally acceptable. To the extent that it is not, the Tenant must obtain the Landlord's prior written approval (not to be unreasonably withheld or delayed) before entering into the Building Contract.
- 2.2 The Tenant is to provide the Landlord with a certified copy of each Appointment and Building Contract within ten Working Days of it being entered into.
- 2.3 The Tenant shall procure that any Building Contract that it enters into requires the Building Contractor to deliver certified copies of any Principal Sub-Contract to the Tenant within ten Working Days of it being entered into and the Tenant shall deliver such a copy to the Landlord within five Working Days of receipt of it from the relevant Building Contractor.

#### **3. Warranties**

- 3.1 The Tenant is to procure that each Building Contractor and each member of the Professional Team unconditionally delivers Warranties to the Landlord as soon as reasonably practicable after the date of their appointment.
- 3.2 The Tenant shall procure that any Building Contract that it enters into requires the Building Contractor to deliver a Warranty from any Principal Sub-Contractor,

duly executed by the Building Contractor and the relevant Principal Sub-Contractor, to the Tenant within ten Working Days of execution of the relevant Principal Sub-Contract and the Tenant shall deliver the Warranty to the Landlord within ten Working Days of receipt of it from the relevant Building Contractor.

- 3.3 The Warranties must satisfy the minimum requirements set out in **Part 2** of this **Schedule 6** with such amendments as the Tenant may require and the Landlord may approve (such approval not to be unreasonably withheld or delayed).

4. **Appointment Default**

- 4.1 If there is an Appointment Default, the Tenant is immediately to notify the Landlord in writing of the Appointment Default and the reasons for it.

4.2 Following an Appointment Default:

4.2.1 where the Tenant was responsible for the original appointment, the Tenant is to use its best endeavours to appoint another person on terms substantially the same as the terms on which the member of the Professional Team being replaced was appointed; and

4.2.2 where the Building Contractor was responsible for the original appointment, the Tenant is to use its best endeavours to procure that the Building Contractor appoints another person on terms substantially the same as the terms on which the member of the Professional Team being replaced was appointed.

**Part 2: Minimum Requirements**

5. A warranty that the terms of the relevant contract/appointment have been and will be complied with.
6. A warranty that the warrantor has exercised all the reasonable skill, care and diligence to be expected of a properly qualified and competent member of the warrantor's profession experienced in carrying out similar work and/or services in relation to developments of a similar scope, size, nature, timescale and complexity and on a similar site or at a similar location to the Tenant's Works.
7. A warranty that the warrantor has taken out and will maintain with reputable insurers in the UK for 12 years from practical completion of the Tenant's Works, professional indemnity insurance with a limit of indemnity of such amount on an each and every claim basis as may be reasonable having regard to the works and services being undertaken by the relevant Warrantor, to include an obligation to deliver evidence of such insurance upon reasonable request and to notify the Landlord if such insurance is no longer available to the industry at commercially reasonable rates.



8. An unconditional, irrevocable, royalty-free copyright licence (to remain in full force and effect notwithstanding the completion of the services, termination of the appointment/contract or any dispute) permitting use and copying of designs and documents (in any medium) produced by or on behalf of the warrantor for any purpose connected with the Tenant's Works and the reproduction of the designs and content of them, to include an obligation to deliver copies of any documents comprised in the licence upon request subject only to payment of reasonable reproduction charges and a warranty that the use of the documents will not infringe the rights of any third party. The licence is to carry the right to grant sub-licences and is to be transferable to third parties.
9. If they are to be included, the equivalent rights of defence and no greater liability clauses to exclude rights of set-off and counterclaim and to be expressed in terms that avoid any potential 'no loss' argument by the warrantor.
10. The right, without the consent of the warrantor, for the benefit of the Warranty to be assigned absolutely on not less than two occasions.

## **SCHEDULE 7**

### **Tenant's Works Obligations**

#### **1. Obligations before beginning the Tenant's Works**

- 1.1 The Tenant agrees with the Landlord not to begin any Phase of the Tenant's Works unless and until in respect of that Phase it has:
- 1.1.1 obtained in writing all Consents which are legally required before beginning the relevant Phase and the Landlord has approved them (or is deemed to have approved them) in accordance with the Review Procedure (if such approval is required under the terms of this Agreement);
  - 1.1.2 fulfilled any conditions in the Consents required to be fulfilled before the relevant Phase is begun;
  - 1.1.3 complied with the requirements of the CDM Regulations so far as they are to be complied with by the Tenant in relation to the relevant Phase and are to be complied with prior to commencement of the relevant Phase and, where Part 3 of the CDM Regulations applies to the Tenant's Works, provided to the Landlord a copy of:
    - 1.1.3.1 the appointments made under Regulation 14;
    - 1.1.3.2 the notice given to the Health and Safety Executive under Regulation 21; and
    - 1.1.3.3 the construction phase plan required under Regulation 23;
  - 1.1.4 provided to the Landlord and the Landlord has approved in accordance with the Review Procedure, such approval not to be unreasonably withheld or delayed, a method statement generally describing the arrangements, quality assurance procedures and methods which the Tenant proposes to adopt for the carrying out of the Tenant's Works, save that this obligation will not apply in relation to any Tenant's Works wholly within the interior envelope of the buildings comprised in the Premises;
  - 1.1.5 provided to the Landlord executed Warranties from the Building Contractor and each member of the Professional Team; and
  - 1.1.6 given not less than seven days' prior written notice to the Landlord of its intention to begin the Tenant's Works.

1.2 If the Landlord would be treated as a client in respect of the Tenant's Works under the CDM Regulations, the Tenant is to elect in writing to be treated as the only client in relation to those Tenant's Works under Regulation 8. The Landlord agrees to that election being made by the Tenant.

## 2. **Carrying out the Tenant's Works**

2.1 The Tenant agrees with the Landlord that if it carries out the Tenant's Works it will do so:

2.1.1 at its own cost and expense;

2.1.2 with reasonable diligence and speed, using reasonable endeavours to do so in accordance with the Tenant's Programme subject to **paragraph 3** and in any event by the Works Longstop Date;

2.1.3 in accordance with the Regulations;

2.1.4 in accordance with the Tenant's Specification, the Consents and all Statutory Requirements;

2.1.5 in accordance with the method statement approved under **paragraph 1.1.4**;

2.1.6 without specifying any materials which are generally known at the time of specification to be deleterious to health or safety or to the integrity of buildings whether on their own or when used in combination with other materials;

2.1.7 in a good and workmanlike manner;

2.1.8 using good and substantial materials;

2.1.9 in accordance with the provisions of the Lease including **clause 6.2** (Utilities provided or procured by the Landlord); and

2.1.10 in accordance with the proper requirements, if any, of the Insurers.

2.2 The Tenant is to take all reasonable precautions during the carrying out of the Tenant's Works:

2.2.1 for the protection and structural stability of the Premises and any adjoining or neighbouring premises;

2.2.2 to ensure that there is no interruption to or infringement or permanent loss of any rights, easements or services benefiting any adjoining or neighbouring premises; and

2.2.3 to ensure that no actionable nuisance or damage is caused to the Landlord or occupiers of the Estate or any adjoining or neighbouring premises.

2.3 The Tenant is to permit the Landlord and those authorised by it to enter onto the Premises at all reasonable times on reasonable prior notice during the carrying out of the Tenant's Works but at their own risk and subject to compliance with such reasonable site rules and regulations as have been previously notified in writing to the Landlord by the Tenant to inspect their progress and the materials used in them to ensure that the Tenant's Works are being carried out in accordance with the terms of this Agreement.

2.4 All plant, equipment and materials used in connection with the Tenant's Works are to be stored securely on the Premises.

2.5 The Tenant will as soon as reasonably practicable make good any damage to the remainder of the Estate caused by the carrying out of the Tenant's Works or the removal of plant and equipment and unused materials from the Premises.

### 3. **Extensions of time**

3.1 If any extension of time is properly granted under the Building Contract that does not result from the act, omission or default of the Tenant, the period or periods of time for carrying out and completing the Tenant's Works as specified in the Tenant's Programme is to be extended by the extension of time properly granted to the Building Contractor under the Building Contract.

3.2 If there is any delay in commencing, executing or completing the Tenant's Works arising from:

3.2.1 any default of the Building Contractor under the terms of the Building Contract;

3.2.2 the Insolvency of the Building Contractor;

3.2.3 Force Majeure, to the extent not covered under **paragraph 3.1**;

3.2.4 any loss or damage caused by any of the Insured Risks;

3.2.5 delays in the delivery of statutory services; or

3.2.6 the actions of the Landlord (including the imposition of the Regulations) or any other occupiers of the Estate that actually cause delay to the Tenant's Works,

the period or periods of time for carrying out and completing the Tenant's Works as specified in the Tenant's Programme is or are to be extended by such period

as the Employer's Agent certifies as being reasonable and proper in the light of the reasons for the delay. The Tenant shall use reasonable endeavours to minimise and/or mitigate the extent and impact of any delay events.

3.3 Where the Tenant is entitled to claim an extension of time under both **paragraph 3.1** and **paragraph 3.2** in respect of the same period or circumstance, **paragraph 3.1** will take priority and the Tenant will not be entitled to any additional extension of time under **paragraph 3.2**.

3.4 Nothing in this **paragraph 3** permits any variation of the Works Longstop Date.

#### 4. **Completion of the Tenant's Works**

4.1 When the Tenant's Works or any Phase have been completed, the Tenant is, as soon as reasonably practicable, to:

4.1.1 obtain any Consents required on the completion of the Tenant's Works or the relevant Phase;

4.1.2 procure that:

4.1.2.1 the Employer's Agent inspects the Tenant's Works or the relevant Phase with a view to the issue of the Certificate of Practical Completion in accordance with the terms of the Building Contract. The Tenant is to give the Landlord not less than ten Working Days' prior written notice of the date and time, being a Working Day during the hours of daylight, when the Employer's Agent will carry out this inspection;

4.1.2.2 the Landlord and the Landlord's Representative will be entitled to accompany the Employer's Agent on the inspection of the Tenant's Works or the relevant Phase and to make reasonable representations on the proposal to issue the Certificate of Practical Completion and that the Employer's Agent takes proper account of (without being bound by) any reasonable representations made by them;

4.1.2.3 if there are any defects in the Tenant's Works or the relevant Phase, other than defects in the nature of minor snagging items which would not be an impediment to the issue of the Certificate of Practical Completion in accordance with the terms of the Building Contract, the Employer's Agent does not issue the Certificate of Practical Completion until those defects have been made good;

- 4.1.3 the Tenant is to serve a copy of the Certificate of Practical Completion on the Landlord and the Landlord's Representative as soon as reasonably practicable after the date of the inspection of the Tenant's Works or the relevant Phase (as applicable);
- 4.1.4 remove all plant and equipment used in carrying out the Tenant's Works or the relevant Phase and unused materials from the Premises (in each case save to the extent required in connection with any other Phase or any other works being carried out at the Premises);
- 4.1.5 enforce the terms of the Building Contract in relation to any defects in the Tenant's Works appearing during the defects liability period specified in the relevant Building Contract; and
- 4.1.6 update any health and safety file that the Tenant is required to maintain under the CDM Regulations with full details of the Tenant's Works and provide copies of those details to the Landlord.

## 5. Insurance

- 5.1 During the carrying out of the Tenant's Works the Tenant is to insure (or procure the insurance of) the Tenant's Works and any plant, equipment and loose materials in their full reinstatement value against damage or destruction by the Insured Risks (or such of them as are required to be covered by a typical contractor's all risks insurance policy). The insurance is to be in the joint names of the Landlord and the Tenant and the Building Contractor but at the sole cost of the Tenant and with insurers approved by the Landlord, acting reasonably.
- 5.2 If the Tenant's Works or any part of them are damaged or destroyed the Tenant is to reinstate them in accordance with the terms of this Agreement and is to apply all insurance moneys received by the Tenant towards their reinstatement.
- 5.3 In addition to the insurance of the Tenant's Works under **paragraph 5.1**, the Tenant is to insure (or procure insurance) in the joint names of the Landlord and the Tenant and the Building Contractor against all third party and employer's liability arising in the course of or as result of carrying out the Tenant's Works in a sum not less than £10 million for each claim.
- 5.4 When the Tenant's Works have been completed in accordance with the terms of this Agreement, the Tenant is to ensure that the Tenant's Works including the value of any tenant's fixtures included in the Tenant's Works, are insured under the terms of the Lease.
- 5.5 The Tenant is to produce to the Landlord on demand reasonable details of the policy or policies of insurance put in place by the Tenant under this **paragraph 5**

together with evidence of the payment of the premiums for those policies of insurance.

5.6 If the Tenant does not insure (or procure insurance) in accordance with this **paragraph 5**, the Landlord may put its own insurance in place to cover the risks against which the Tenant should have insured and the Tenant is to pay to the Landlord on demand the costs of that insurance as additional rent under the terms of the Lease.

## 6. **General Provisions**

6.1 The Tenant's Covenants will extend to the Tenant's Works and will apply to the Premises as altered by the Tenant's Works.

6.2 By entering into this Agreement or giving any approval or consent under this Agreement, the Landlord does not make any representation or give any warranty that the Tenant's Works, their design or any of the materials to be used in them are structurally sound or suitable to be carried out on the Premises, that the Tenant's Works will be compatible with the services provided by the Landlord or that the Tenant's Works can lawfully be carried out on the Premises.

6.3 The Tenant is to indemnify the Landlord against any actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord as a result of the following matters in each case arising from the carrying out, retention, repair, maintenance or reinstatement of the Tenant's Works:

6.3.1 any breach of the Consents or other statutory requirements applicable to the Tenant's Works;

6.3.2 any damage to the Premises, the Estate or any other property;

6.3.3 the death of or injury to any person;

6.3.4 any interruption to or reduction in the enjoyment of any right or easement caused by the carrying out of the Tenant's Works; and

6.3.5 any taxes, charges and interest payable under the Planning Acts or any Statutory Requirement arising from the Tenant's Works.

6.4 The Tenant acknowledges that:

6.4.1 it will carry out the Tenant's Works at its own election and is not under any obligation to the Landlord to undertake the Tenant's Works;

- 6.4.2 it has not served any notice under the Landlord and Tenant Act 1927 which would make the Tenant's Works improvements for the purposes of that Act;
- 6.4.3 neither this Agreement nor any correspondence relating to the Tenant's Works constitutes a notice for the purposes of that Act;
- 6.4.4 the Tenant's Works are being carried out by the Tenant to suit its own requirements; and
- 6.4.5 as a result, the Tenant is not entitled to compensation in respect of the Tenant's Works whether under the Landlord and Tenant Act 1927 or otherwise.



## **SCHEDULE 8**

### **Review Procedure**

#### **1. REVIEW PROCEDURE**

- 1.1 The provisions of this Schedule apply whenever any item, document, data or course of action is required under this Agreement to be approved by the Landlord in accordance with the Review Procedure.
- 1.2 Each submission under the Review Procedure will be accompanied by a copy of any proposed document to be reviewed (including, where applicable, any design data) or a statement of the proposed course of action (the entire contents of a submission being referred to in this Schedule as a "**Submitted Item**"). In relation to each Submitted Item, as soon as reasonably practicable, the Landlord will return one copy of the relevant Submitted Item to the Tenant endorsed "no comment" or "comments" as appropriate.
- 1.3 If the Landlord raises comments on any Submitted Item it will set them out clearly in writing and state the ground upon which such comments are based and the evidence (if any) necessary to substantiate that ground. To the extent that the Landlord comments on a Submitted Item other than on the basis set out in this Schedule, or fails to comply with the provisions of this paragraph, the Tenant may request written clarification of the basis for such comments.
- 1.4 The Landlord will inform the Tenant in writing if (acting reasonably) it requires submissions to be sent to any of its agents/consultants/advisers at the same time as the relevant Submitted Item is sent to the Landlord. The Tenant must comply with any such reasonable directions from the Landlord. Subject to **paragraph 1.5** as an alternative to the submission of any Submitted Item in hard copy format, the parties agree that any Submitted Item may be uploaded onto a project sharepoint site to which the Landlord, the Tenant and their respective agents/consultants/advisers have access and that the uploading and notification of the last piece of information comprised in a Submitted Item (which may be by email – but only to such email address(es) as are notified from time to time to the Tenant by the Landlord) shall, subject to **paragraph 1.7**, constitute submission of the relevant Submitted Item and receipt of it by the Landlord for the purposes of this Agreement.
- 1.5 The Landlord may request that it is provided with one set of hard copies of some or all of the information contained in a Submitted Item. If the Tenant provides to the Landlord all such information within 2 Working Days of request, then the Landlord will be deemed to have received the Submitted Item on the day of receipt of the email notification referred to in **paragraph 1.4** above (subject to **paragraph 1.7**).

- 1.6 The periods of time referred to in **paragraphs 1.8.1** and **1.8.2** are to be extended by the same number of Working Days (if any) by which the Tenant does not provide any information requested by the Landlord pursuant to **paragraph 1.5**, beyond the envisaged 2 Working Day timescale.
- 1.7 Where notification that information has been uploaded onto a project sharepoint site is received by the Landlord after 4pm, it will be deemed to have been received on the first Working Day thereafter.
- 1.8 If the Landlord does not respond to the Tenant in relation to any Submitted Item within the following timescales from the date on which the Landlord receives the Submitted Item including all relevant information that the Landlord needs (acting reasonably) in order to determine whether it has a legitimate basis for commenting on, approving or objecting to a Submitted Item, then subject to **paragraphs 1.6** and **1.7** the Landlord will be deemed to have returned the relevant Submitted Item marked "no comment" and/or have approved or consented to the relevant Submitted Item:
- 1.8.1 15 Working Days in relation to the approval of the Planning Application(s); and
- 1.8.2 10 Working Days in relation to all other Submitted Items.

## 2. **FURTHER INFORMATION**

- 2.1 The Tenant will submit any further or other information, data and documents that the Landlord reasonably requires in order to determine whether it has a basis for raising comments or making objections to any Submitted Item in accordance with this Schedule. If the Tenant does not submit any such information, data and documents, the Landlord will be entitled to:
- 2.1.1 comment on the Submitted Item on the basis of the information, data and documents which have been provided; or
- 2.1.2 object to the Submitted Item on the grounds that insufficient information, data and documents have been provided to enable the Landlord to determine whether it had a legitimate basis for commenting or objecting in accordance with this Schedule.
- 2.2 If the Tenant submits any further or other information, data or documents to the Landlord pursuant to **paragraph 2.1** the Tenant will at the same time copy such items to the relevant individuals notified to the Tenant pursuant to **paragraph 1.4**.
- 2.3 The Landlord shall request any further or other information, data or documents referred to in **paragraph 2.1** within 10 Working Days after the date on which

the Landlord receives the relevant Submitted Item failing which the Landlord will be deemed to have all relevant information for the purposes of **paragraph 1.5**.

### 3. **EFFECT OF REVIEW**

- 3.1 If the Landlord returns the Submitted Item to the Tenant endorsed "comments", the Tenant may make amendments in accordance with the comments made by the Landlord and the Submitted Item as amended will be re-submitted to the Review Procedure under **paragraph 1.2** of this Schedule but the time period in **paragraph 1.5** shall be reduced to 5 Working Days. If the Tenant disputes that any such comment is on grounds of objection permitted by this Schedule the Tenant or the Landlord may refer the dispute for determination in accordance with **clause 22**.
- 3.2 The return (or deemed return) of any Submitted Item endorsed "no comment" means that the relevant Submitted Item may be used or implemented for the purposes for which it is intended.
- 3.3 Whether the Landlord comments or not no design or other liability will pass to the Landlord.

### 4. **GROUNDS OF OBJECTION**

The Landlord may raise comments in relation to and/or reasonably object to any Submitted Item on the following grounds:

- 4.1 the provision of insufficient information pursuant to **paragraph 2.1.2**;
- 4.2 approval or implementation of the Submitted Item would (on the balance or probabilities) breach any requisite Consents or Statutory Requirements;
- 4.3 the Landlord's ability to perform its obligations under this Agreement would be materially adversely affected;
- 4.4 the implementation or approval of the Submitted Item would materially adversely affect any rights of the Landlord under this Agreement or its ability to enforce any rights under this Agreement or would be likely to increase the Landlord's liabilities under this Agreement;
- 4.5 the Landlord's interests as freehold owner of the Premises and/or the Estate, and/or its aims and objectives as referred to in its memorandum and articles (or equivalent) as at the date of this Agreement, would (on the balance of probabilities) be materially adversely affected by the proposed course of action;
- 4.6 the implementation or approval of the Submitted Item would materially adversely affect the Landlord's ability to develop or dispose of the whole or any part of the Estate;

- 4.7 the implementation or approval of the Submitted Item would materially adversely affect other owners or occupiers on the Estate;
- 4.8 any material element of the Submitted Item is not in conformity with:
- 4.8.1 the Tenant's Bid or this Agreement;
  - 4.8.2 the Satisfactory Planning Permission (if relevant and unless the Submitted Item relates to a proposed variation of the Satisfactory Planning Permission which is in conformity with the Tenant's Bid);
  - 4.8.3 the Tenant's Specification (unless the Submitted Item relates to a proposed variation of the Tenant's Specification which is in conformity with the Tenant's Bid);
- 4.9 the implementation or approval of the Submitted Item would (save to the extent required to satisfy any Condition in a manner which is consistent with the Tenant's Bid) materially adversely affect the LCS Permission (as at the date of this Agreement) or its implementation;
- 4.10 the implementation or approval of the Submitted Item would be materially inconsistent with:
- 4.10.1 the local planning authority's development framework for the local area;
  - 4.10.2 other planning guidance and planning policy for the local area;
  - 4.10.3 the Landlord's commitments and proposals in relation to the legacy development and use of the Estate after the 2012 Olympic Games as set out in the LCS Permission (as at the date of this Agreement) in each case save to the extent required to satisfy any Condition in a manner which is consistent with the Tenant's Bid).

## 5. **DOCUMENTATION MANAGEMENT**

- 5.1 The Tenant will compile and maintain a register of the date and contents of the submission of all Submitted Items.
- 5.2 The Tenant will compile and maintain a register of the date of receipt and content of all Submitted Items that are returned or deemed to be returned by the Landlord.
- 5.3 The Tenant will provide to the Landlord on reasonable request a copy of the registers referred to in **paragraphs 5.1 and 5.2** above.

## SCHEDULE 9

### Pre-emption

#### 1. Definitions

1.1 In this Schedule, the following words and expressions have the following meanings:

- "Acceptance Period"** the period of 40 Working Days from and including the date of the Offer Notice
- "Disposal"** has the meaning given to it in **paragraph 4**, and **"Dispose"** has a corresponding meaning
- "Disposal Period"** the period of 24 months from and including the date of the Offer Notice
- "Offer"** an offer made by the Landlord to sell the Property to the Tenant under **paragraph 5**
- "Offer Notice"** a notice in the form set out in **Schedule 10**
- "Offer Price"** means the price for the Property contained in the Offer Notice
- "Public Body"** a body which is, or is controlled by, any one or more of the following:
- (a) Central Government (including Government Departments and their Executive agencies, Non-Departmental Public Bodies, and any other non-market bodies controlled and mainly financed by them);
  - (b) Local Government (being public administrations that only cover a specific locality and any non-market bodies controlled and mainly financed by them);
  - (c) Public Corporations (being market bodies controlled by either Central Government or Local Government including government-owned

companies and trading funds).

**"Pre-emption Right"**

the right granted by the Landlord to the Tenant in **paragraph 2.1** and defined in **paragraph 2.2**

**"Property"**

the Landlord's freehold interest in the Premises, whether or not including other land but subject to **paragraph 4.3**

2.

[Redacted]

2.1

[Redacted]

2.2

[Redacted]

2.3

[Redacted]

2.4

[Redacted]

2.4.1

[Redacted]

2.4.2

[Redacted]

2.4.3

[Redacted]

2.4.4

[Redacted]

3.

[Redacted]

3.1

[Redacted]

3.2

[Redacted]

3.3

[Redacted]

4.

[REDACTED]

4.1

[REDACTED]

4.1.1

[REDACTED]

4.1.2

[REDACTED]

4.1.3

[REDACTED]

[REDACTED]

4.2

[REDACTED]

4.2.1

[REDACTED]

4.2.2

[REDACTED]

4.2.3

[REDACTED]

[REDACTED]

4.3

[REDACTED]

4.3.1

[REDACTED]

4.3.2

[REDACTED]

4.3.3

[REDACTED]

4.3.4

[REDACTED]

5.

[REDACTED]

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

5.3.1

[REDACTED]

5.3.2

[REDACTED]

6.

[REDACTED]

6.1

[REDACTED]

6.1.1

[REDACTED]

6.1.2

[REDACTED]

6.2

[REDACTED]

6.3

[REDACTED]

7.

[REDACTED]

7.1

[REDACTED]

7.2

[REDACTED]



8.

[REDACTED]

9.

[REDACTED]

9.1

[REDACTED]

[REDACTED]

9.2

[REDACTED]

9.2.1

[REDACTED]

9.2.2

[REDACTED]

9.2.3

[REDACTED]

9.2.4

[REDACTED]

9.2.4.1

[REDACTED]

9.2.4.2

[REDACTED]

9.2.5

[REDACTED]

[REDACTED]

10. [REDACTED]

10.1 [REDACTED]

[REDACTED]

10.2 [REDACTED]

10.3 [REDACTED]

10.4 [REDACTED]

10.4.1 [REDACTED]

10.4.2 [REDACTED]

10.4.3 [REDACTED]

10.5 [REDACTED]

10.6 [REDACTED]

**SCHEDULE 10**

**Offer Notice**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

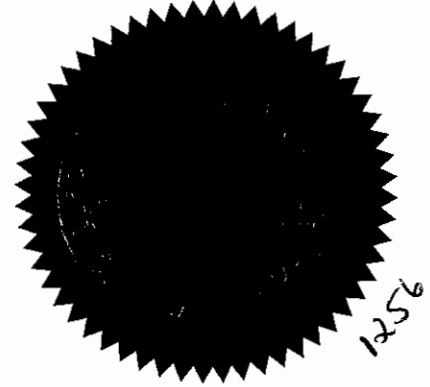
[REDACTED]

The COMMON SEAL of  
~~SIGNED~~ as a deed by  
London Legacy Development Corporation  
~~acting by a director and its secretary~~  
~~or two directors~~  
affixed to this Deed is  
authenticated by:

)  
)  
)  
)



~~Director~~  
~~Chair / Member~~ / Authorised Person  
~~Director / Secretary~~





Dated

2013

- (1) London Legacy Development Corporation
- (2) Innovation City (London) Limited

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Lease

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relating to premises known as the Broadcast Centre and Press Centre at  
The Queen Elizabeth Olympic Park, London

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## PARTICULARS

### PART 1: LAND REGISTRY PARTICULARS

<b>LR1.</b>	<b>Date of lease</b>	
<b>LR2.</b>	<b>Title number(s)</b>	
<b>LR2.1</b>	<b>Landlord's title number(s)</b>	EGL533902 and EGL533901
<b>LR2.2</b>	<b>Other title numbers</b>	EGL533903, EGL533904, EGL533909, EGL561805 and EGL562684
<b>LR3.</b>	<b>Parties to this lease</b>	
	<b>Landlord</b>	London Legacy Development Corporation whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, Olympic Park, London E20 1EJ.
	<b>Tenant</b>	Innovation City (London) Limited (registered number 7640912) whose registered office is at Norfolk House East, 499 Silbury Boulevard, Milton Keynes MK9 2AH.
<b>LR4</b>	<b>Property</b>	<p><b>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.</b></p> <p>The premises (referred to in this Lease as "the Premises") known as the Broadcast Centre and Press Centre at The Queen Elizabeth Olympic Park, London shown edged red on Plan 1. The premises shall:</p> <ul style="list-style-type: none"><li>(i) include all alterations, improvements and additions made to them during the Term, and landlord's fixtures and conduits within and exclusively serving the premises at any time during the Term;</li><li>(ii) include the MMCR;</li><li>(iii) include the Gantry at the Broadcast Centre subject to (vii) below;</li><li>(iv) include the photovoltaic panels on</li></ul>

the roof of the Press Centre;

- (v) include the airspace up to a height of ■ metres above Newlyn Ordnance Datum Line but exclude the air space above that height – for the entirety of the Premises;
- (vi) exclude all tenants and trade fixtures and fittings; and
- (vii) exclude an area 2m wide and 5.4m above ground along the entirety of the eastern boundary of the Premises, as shown more particularly on Plan 1a

**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 Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003** Not applicable.

**LR5.2 This lease is made under, or by reference to, provisions of:** Not applicable.

**LR6. Term for which the Property is leased** From and including the date of this Lease (referred to in this Lease as "the Term Commencement Date")  
  
To and including [DATE: 200 years hence].  
  
(This term is referred to in this Lease as "the Contractual 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

<b>LR9.2</b>	<b>Tenant's covenant to (or offer to) surrender this lease</b>	None
<b>LR9.3</b>	<b>Landlord's contractual rights to acquire this lease</b>	None
<b>LR10.</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	The covenants in <b>clause 15</b>
<b>LR11.</b>	<b>Easements</b>	
<b>LR11.1</b>	<b>Easements granted by this lease for the benefit of the Property</b>	The rights specified in <b>clause 3.1.</b>
<b>LR11.2</b>	<b>Easements granted or reserved by this lease over the Property for the benefit of other property</b>	The rights specified in <b>clause 3.4.</b>
<b>LR12.</b>	<b>Estate rentcharge burdening the Property</b>	None.
<b>LR13.</b>	<b>Application for standard form of restriction</b>	None
<b>LR14.</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

## **PART 2: OTHER PARTICULARS**

**Agreed Area**                      ■■■■■ square feet

- Authorised Use**                      (a)    In relation to the Broadcast Centre:
- (i)    for the first ■■■■■ of the Term, use as a data centre, offices, studios, broadcasting, post production, training, storage, workshops/creative space, retail, restaurant, bar, cafe, education, research and development, sport and leisure, entertainment, crèche, conference centre and/or hotel together with support, servicing and storage accommodation, which is ancillary to the above uses; and
  - (ii)   thereafter, for such uses and any and all other uses authorised under the Town and Country Planning Act 1990,
- provided that (in either case):
- i)     use as a data centre shall not

extend beyond the footprints of the building shown shaded blue on Plan 5 (or an alternative footprint or footprints of no greater aggregate size) but, for the avoidance of any doubt, this restriction shall not prevent (subject to obtaining all necessary statutory consents) the creation of additional space for data centre use within such footprint by (for example) the installation of mezzanine floors;

- ii) use for retail purposes shall be limited to [REDACTED] square metres GIA in any single unit and [REDACTED] square metres GIA in total; and
- iii) conference centre use shall not be the dominant use

(b) In relation to the Press Centre:

- (i) for the first [REDACTED] of the Term, use as offices, studios, broadcasting, post production, training, storage, workshops/creative space, retail, restaurant, bar, cafe, education, research and development, sport and leisure, entertainment, crèche, conference centre and/or hotel together with support, servicing and storage accommodation which is ancillary to the above uses; and
- (ii) thereafter, for such uses and any and all other uses authorised under the Town and Country Planning Act 1990,

provided that (in either case):

- i) data centre use shall not be permitted at any time during the Term; and
- ii) conference centre use shall not be the dominant use

(c) In relation to the MMCR, (subject to all necessary statutory consents being obtained) use as a conference centre and for presentations, product launches, screenings, theatre and entertainment

- (d) In relation to the remainder of the Premises:
  - (ii) uses ancillary to the use of the Broadcast Centre and/or the Press Centre; and
  - (iii) (subject to all necessary statutory consents being obtained) for public assembly, leisure, temporary retail and catering, events, product launches, entertainment and other animations

[REDACTED]

[REDACTED]

**Estate**

The Landlord's estate known as the Queen Elizabeth Olympic Park shown for identification edged blue on Plan 2:

- (a) Including all alterations, additions and improvements to the estate during the Term and all landlord's fixtures forming part of the estate at any time during the Term; and
- (b) subject to the right of the Landlord from time to time to add property to, remove property from or otherwise vary the extent of the property comprised in the estate subject to the Premises remaining part of the estate and the rights, facilities and amenities granted to the Tenant under this Lease not being materially diminished

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Lettable Floor Area**

[REDACTED] square feet in respect of the Press Centre and [REDACTED] square feet in respect of the Broadcast Centre in relation to the first Substantial Redevelopment, and in relation to any subsequent Substantial Redevelopment, the lettable floor area of the Press Centre and Broadcast Centre immediately prior to the relevant Substantial Redevelopment measured in accordance with the then current RICS code of measuring practice

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Quarter Days**

25 March, 24 June, 29 September and 25 December in each year

**Review Dates**





**THIS LEASE** is made on the date set out in **clause LR1** of the Land Registry Particulars

**BETWEEN**

(3) the Landlord; and

(4) the Tenant.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Defined terms**

In this Lease, the following words and expressions have the following meanings:

**"Access Road"** the road shown coloured brown on Plan 3 subject to **clause 3.1.1**

**"Agreement for Lease"** the agreement to enter into this Lease exchanged by (1) London Legacy Development Corporation and (2) Innovation City (London) Limited on **[DATE]**

**"Authorised Guarantee Agreement"** Is defined in **clause 9.3.2**

**"British Waterways Board"** the statutory corporation whose principal offices are at 64 Clarendon Road, Watford, Herts WD17 1DA and any statutory successor

**"Broadcast Centre"** the building shown edged green on Plan 1 and the Gantry

**"Car Parking Licence"** the car parking licence granted (or to be granted) by the Landlord to the Tenant pursuant to the Agreement for Lease

**"CCHP Agreement"** an agreement dated 11 April 2008 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Elyo East London Energy Limited as the same may be varied from time to time

**[REDACTED]**

**[REDACTED]**

**"Cofely"** Cofely East London Energy Limited (company registration number 6307742) (formerly called Elyo East London Energy Limited) and any person to whom its interest in the CCHP Agreement is assigned, transferred or otherwise disposed of in accordance with the CCHP Agreement

<b>"Communal Estate Areas"</b>	<p>those parts of the Estate (not being publicly adopted or the responsibility of a particular owner, tenant or other occupier) which are designated or provided by the Landlord from time to time during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the Estate including:</p> <ul style="list-style-type: none"> <li>(a) the entrances, exits, paths and other means of pedestrian access and circulation;</li> <li>(b) the roads, driveways, service areas, forecourts, car-parking areas and other means of vehicular access and circulation including the Access Road;</li> <li>(c) refuse areas, landscaped areas, parkland, public realm and other common facilities and amenities;</li> <li>(d) waterways (not being managed by the British Waterways Board); and</li> <li>(e) conduits within and serving any part of the Estate</li> </ul>
<b>"Connected Person"</b>	has the meaning given to it in sections 1122 and 1123 of the Corporation Tax Act 2010
<b>"Connection Charges"</b>	charges which LVUL or UKPN may make to a customer (including the Tenant) in respect of a connection to the Electricity Network
<b>"Co-ordination Group"</b>	a group containing a representative of each of the Landlord, the Tenant and any occupiers or prospective occupiers of any part of the Premises (as required from time to time by the Tenant) to co-ordinate the safe movement of people and materials and efficient implementation of operations on the Premises including the imposition of Regulations thereon
<b>"Date of Practical Completion"</b>	has the meaning given to it in the Agreement for Lease
<b>"Electricity Agreement"</b>	an agreement dated 22 May 2009 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Lea Valley Utilities Limited as the same may be varied from time to time
<b>"Electricity Network"</b>	the 11kV HV electricity distribution network serving the Estate and established pursuant to the Electricity Agreement
<b>"Environment"</b>	all or any of the following media namely the air,

including without limitation the air within buildings and within other natural or manmade structures, water and land and any living organisms or ecosystems supported by those media

**"Environmental Law"**

all statutes, regulations and subordinate legislation, European laws, treaties and common law having legal effect in the United Kingdom which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants

**"Environmental Liabilities"**

all claims, costs, damages, expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding), losses and liabilities including costs of remediation, fines and penalties arising from or in connection with the pollution or protection of the Environment or harm to or the protection of human health and safety or the health of animals and plants

**"EPC"**

an energy performance certificate and recommendation report, as defined in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

**"Estate Services"**

the services referred to in **Schedule 1** (as varied from time to time in accordance with that Schedule)

**"Expert"**

an expert appointed in accordance with **part 3 of Schedule 4**

**"Gantry"**

the gantry along the eastern facade of the Broadcast Centre, shown hatched black on Plan 1

**"GIA"**

gross internal area measured in accordance with the Code of Measuring Practice (Sixth Edition RICS 2007)

**"Guarantor"**

any person who provides a guarantee to the Landlord under the terms of this Lease and any person who gives an Authorised Guarantee Agreement to the Landlord

**"Hazardous Material"**

any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance

<b>"H&amp;C Network"</b>	the heating, cooling and energy supply network serving the Estate (including the CCHP power stations) and established pursuant to the CCHP Agreement
<b>"Historic Contamination"</b>	the presence in, on under or over the Premises or any adjoining or neighbouring property at the date of this Lease of any Hazardous Material or Waste
<b>"Host Boroughs"</b>	The London Boroughs of Barking and Dagenham Greenwich, Hackney, Newham, Tower Hamlets and Waltham Forest
<b>"Indirect Losses"</b>	any loss of profit or revenue, loss of opportunity, loss of contract, loss of goodwill, the cost of obtaining any new financing or maintaining any existing financing (including the making of any scheduled or other repayment or prepayment of debt and the payment of any other costs, fees or expenses incurred in connection with the obtaining or maintaining of financing)
<b>"Initial Letting Period"</b>	<p>the period from and including the date of this Lease to and including:</p> <p>(a) (in the case of the Press Centre) the date on which not less than 80% of the lettable space in the Press Centre has been first let; and</p> <p>(b) (in the case of the Broadcast Centre) the date on which not less than 80% of the lettable space in the Broadcast Centre has been first let</p> <p>(c) and for these purposes "lettable space" means all space designed or intended for third party occupation and "let" means that the relevant space is subject to an underlease or other agreement granting rights of possession</p>
<b>"Insured Risks"</b>	the risks set out in <b>clause 5.2</b>
<b>"Interest Rate"</b>	the base rate from time to time of National Westminster Bank PLC or such other United Kingdom clearing bank nominated by the Landlord at any time or, if the clearing banks in the United Kingdom cease at any time to publish a base rate, such comparable rate of interest as the Landlord may reasonably determine
<b>"Investment Lease"</b>	a lease of the whole or substantially the whole

of any one or more of the following:

- (a) the Press Centre; and/or
- (b) the Broadcast Centre; and/or
- (c) the MMCR,

in each case granted for capital consideration or at a rent below the full open market rent for the premises comprised in it and not for the purpose of occupying such premises

**"Letting Strategy"**

the letting strategy annexed to this Lease, as the same may be amended from time to time pursuant to **clause 9.9**

**"London Living Wage"**

the payment of the hourly minimum wage as stated by the Mayor of London the Greater London Authority or other appropriate body to be the London Living Wage from time to time

**"LVUL"**

Lea Valley Utilities Limited (company registration number 6043508) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement

**"Management Company"**

such organisation or entity as the Landlord may, from time to time, appoint to carry out some or all of the Estate Services

**"MMCR"**

the Main Media Conference Room shown hatched green on Plan 1

**"New Contamination"**

the presence of any Hazardous Material in, on under or over the Premises other than Historic Contamination

**"NIA"**

net internal area measured in accordance with the Code of Measuring Practice published by the RICS, then current at the relevant time

**"Occupational Leases"**

each and all of the underleases, tenancies, licences and other arrangements (or agreements to grant the same) to which the Tenant's interest in the Premises is subject from time to time and in respect of which the Tenant is the immediate reversioner

**"Other Arrangements"**

each and all of any licence, consent, approval, right, concession or other agreement, including payments and fees for advertising panels or stations, kiosks, telecommunications equipment, vending machines, oversalling,

filming or the use of other facilities at the Premises or the Parking Spaces or for the right to carry out at the Premises or the Parking Spaces any promotion of goods or services, or for the exploitation of the Premises or the Parking Spaces including naming or branding, or any similar or analogous arrangement, in each case entered into by the Tenant

<b>"Parking Spaces"</b>	has the meaning given to it in the Car Parking Licence
<b>"Permitted Part"</b>	any part or parts of the Premises comprising less than [REDACTED] of space in the Press Centre or the Broadcast Centre or the MMCR
<b>"Phase"</b>	has the meaning given to it in the Agreement for Lease
<b>"Plan(s)"</b>	the plans attached at <b>Appendix 2</b> and reference to a numbered plan shall be to the plan so numbered
<b>"Press Centre"</b>	the building shown edged blue on Plan 1
<b>"Rents"</b>	the rents reserved and payable under <b>clause 4.1</b>
<b>"Restricted Area"</b>	the area shown coloured green on Plan 8
<b>"Step-in Agreement"</b>	the step-in agreement referred to in <b>clause 2.4.2</b>
<b>"Substantial Redevelopment"</b>	any redevelopment or substantial refurbishment or other work which renders at least [REDACTED] of the Lettable Floor Area of the Broadcast Centre or at least [REDACTED] of the Lettable Floor Area of the Press Centre incapable of beneficial use and occupation until completion of the relevant work and which may include a Qualifying Redevelopment (as defined in <b>part 1 of Schedule 6</b> )
<b>"Tenant Activity"</b>	any development, or redevelopment, (including without limitation any construction or demolition works or the laying of any pipeworks), or any intrusive environmental or geotechnical investigations, or any other activity of any description which results in any digging into the floor and/or the foundations of the Premises or into the soil at the Premises by the Tenant or any party acting on behalf of the Tenant
<b>"Tenant's Bid"</b>	has the meaning given to it in the Agreement for Lease

<b>"Tenant's Works"</b>	has the meaning given to it in the Agreement for Lease
<b>"Term"</b>	the Contractual Term and any continuation of it
<b>"UKPN"</b>	UK Power Networks (IDNO) Limited (company registration number 6489447) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement
<b>"Under-Gantry"</b>	the area 2m wide and 5.4m high below the Gantry that is excluded from the Premises as shown more particularly on Plan 1a
<b>"Utilities"</b>	water, steam, gas, air, soil, electricity, telephone, heating, telecommunications, data communications and other supplies
<b>"VAT"</b>	the tax chargeable under the Value Added Tax Act 1994 and any equivalent or similar tax replacing it
<b>"Waste"</b>	any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value
<b>"Working Day"</b>	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday

## 1.2 Construction

In this Lease:

- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
- 1.2.2 except in relation to the Town and Country Planning (Use Classes) Order 1987, references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord, the Tenant or any Guarantor include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.4 the Landlord's obligations in this Lease do not bind any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;

- 1.2.5 references to the Premises, the Estate and the Communal Estate Areas include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.7 references to the end of the "Term" include the determination of the Term before the end of the Contractual Term;
- 1.2.8 words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses properly incurred by the Landlord;
- 1.2.11 references to the acts of the Tenant include the acts of any undertenant or other person in occupation of the Premises or deriving title under the Tenant, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees (but in each case excluding the Landlord and their respective employees, agents, workmen and invitees);
- 1.2.12 references to the acts of the Landlord include the acts of employees, agents, workmen and invitees;
- 1.2.13 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.14 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

**1.3 Particulars**

The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.

**1.4 Contracts (Rights of Third Parties) Act 1999**

The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than:

- 1.4.1 any Funder and DC Tenant (as defined in clause 2.4.1) in relation to **clause 2.4.1 and 2.4.2;**



- 1.4.2 Cofely in relation to **clauses 6.2.1** and **6.2.2**;
- 1.4.3 LVUL or UKPN in relation to **clauses 6.2.3** and **6.2.4**; and
- 1.4.4 the Rights Owners (as defined in **Schedule 2**) in relation to **Schedule 2**.

## 1.5 **Landlord and Tenant (Covenants) Act 1995**

This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

## 2. **LETTING, TERM AND TERMINATION**

### 2.1 **Creation of the Term**

2.1.1 In consideration of the covenants on the part of the Tenant in **Schedules 4-7** the Landlord lets the Premises to the Tenant with full title guarantee subject to **clause 2.1.2** for the Contractual Term reserving the Rents.

2.1.2 The covenant set out in section 2(1)(b) Law of Property (Miscellaneous Provision) Act 1994 shall not extend to include any obligation on the Landlord to pay the costs of complying with that covenant but instead shall extend to include an obligation on the part of the Tenant to pay those costs.

### 2.2 **Quiet enjoyment**

The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.

### 2.3 **Right of re-entry to end this Lease**

Subject to **clause 2.4**, the Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:

2.3.1 the whole or any part of the Rents remain unpaid more than 60 days after service of written notice of non payment; or

2.3.2 at any time prior to the Date of Practical Completion the Landlord has properly terminated the Agreement for Lease pursuant to and in accordance with **clause 18** of the Agreement for Lease.

### 2.4 **Protection for mortgagees, etc**

2.4.1 If the Landlord has received written notice of:

2.4.1.1 any charge, debenture, mortgage or any other security granted over the Premises by the Tenant; and/or

2.4.1.2 any underlease or agreement for underlease entered into by the Tenant in respect of data centre premises within the Broadcast Centre,

the right of the Landlord to end this Lease pursuant to **clause 2.3.1** or through court proceedings for forfeiture shall be conditional upon the Landlord first serving on the holder of the charge, debenture, mortgage or other security notified pursuant to **clause 2.4.1.1** (in each case a "Funder") and on the undertenant of the underlease or agreement for underlease of data centre premises within the Broadcast Centre notified pursuant to **clause 2.4.1.2** (the "DC Tenant") written notice of its intention to do so and specifying the sums outstanding (each a "Forfeiture Notice") and allowing a period of 40 Working Days from the date of service of the Forfeiture Notice for any Funder (during the first 30 Working Days) or the DC Tenant (during the remaining 10 Working Days) to pay all sums owing to the Landlord as specified in the Forfeiture Notice and if payment is received in full (whether from a Funder or the DC Tenant) prior to the expiry of the 40 Working Day period then the Landlord shall not exercise its right to end this Lease or effect re-entry upon the Premises pursuant to **clause 2.3.1** in respect of those sums.

2.4.2 The Landlord will at the request and cost of the Tenant enter into a Step-in Agreement with a Funder and separately with a DC Tenant, on terms to be agreed by the Landlord (acting reasonably) in order to give direct covenants to the Funder or DC Tenant (as applicable) in the terms set out in **clause 2.4.1**.

## 2.5 **Effect of the Lease coming to an end**

When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any Guarantor of the Tenant.

## 3. **RIGHTS AND RESERVATIONS**

### 3.1 **Rights granted**

The Premises are let together with the following rights for the benefit of the Tenant and any other person having express or implied authority from the Tenant to benefit from them, to be enjoyed in common with the Landlord and any others entitled to use them:

3.1.1 Subject to **clause 3.2**, pedestrian and vehicular access to and from the Premises to and from the adopted highway over the Access Road except for such period as (and to the extent that) the Access Road or any part of it is adopted as public highway subject to the right of the Landlord to vary the route of the Access Road from time to time provided that:

3.1.1.1 such alternative access road is not substantially less commodious for the use and enjoyment of the Premises;

3.1.1.2 a suitable and adequate means of pedestrian and vehicular access to and from the Premises is maintained at all times;

3.1.1.3 prior to any such variation the Landlord consults with the Tenant and has regard to (without being bound by) any representations made by or on behalf of the Tenant,

provided that the Tenant agrees that the Landlord may vary the Access Road to the route shown coloured brown on Plan 4 by serving written notice on the Tenant and such variation will not constitute a breach of **clause 3.1.1.1** or **3.1.1.3** above;

- 3.1.2 to use such means of pedestrian and vehicular access and circulation in the Communal Estate Areas for access to and from the Premises as the Landlord (acting reasonably) may specify in writing from time to time except for such periods as any such routes are adopted as public highway or public footpath;
- 3.1.3 to maintain and use pedestrian and vehicular access points to the Premises in the locations shown on Plan 1 or in such other locations as may be approved by the Landlord from time to time (such approval not to be unreasonably withheld or delayed);
- 3.1.4 to use the conduits serving or capable of serving the Premises for the passage or transmission of Utilities to and from the Premises subject to:
  - 3.1.4.1 for the first 5 years of the Term (but subject always to **clause 6.2.6**) not exceeding a capacity limit of 50 mega volt amperes (or any increased capacity following works in accordance with **clause 3.1.6** and **clause 7.5.2**) in relation to electricity to the Premises;
  - 3.1.4.2 the right of the Landlord to vary the route of such conduits from time to time provided that:
    - (a) the use of suitable and adequate conduits is maintained at all times; and
    - (b) prior to any such variation the Landlord consults with the Tenant and has regard to (without being bound by) any representations made by or on behalf of the Tenant;
  - 3.1.4.3 such usage being directly related to the use of the Premises in accordance with the provisions of this Lease;
- 3.1.5 to use Duct Bank B and Duct Bank C (shown on Plan 6 and Plan 7 respectively and including the individual ducts within them) subject to such usage being directly related to the use of the Premises in accordance with the provisions of this Lease but for the avoidance of doubt, the Landlord (or any third party) will be entitled to charge a market rate for use of the ducts;
- 3.1.6 subject to obtaining the prior written consent of the Landlord pursuant to **clause 7.5.2**, to alter or upgrade or increase the capacity of any conduits serving the Premises and to install and connect to new conduits to serve the Premises and the right to enter onto the other parts of the Estate with or without workmen, plant and equipment in accordance with **clause 3.1.9** in so far as necessary to do so subject to (as applicable):
  - 3.1.6.1 the Tenant ensuring that such right is exercised in such a manner as to cause the minimum reasonably practicable

- inconvenience or disruption and damage to the Landlord and occupiers of the Estate;
- 3.1.6.2 the Tenant promptly making good any damage to the Estate to the reasonable satisfaction of the Landlord; and
- 3.1.6.3 the detail of the work and the route of any new conduits through other parts of the Estate being approved by the Landlord (such approval not to be unreasonably withheld or delayed subject to **clause 3.3**);
- 3.1.7 to install and maintain any cables, fibres and other equipment in the ducts and conduits serving the Premises subject to such equipment being directly related to the use of the Premises in accordance with the provisions of this Lease but for the avoidance of doubt, the Landlord (or any third party) will be entitled to charge a market rate for use of the ducts owned by the Landlord (or the relevant third party);
- 3.1.8 support and protection for the Premises from the remainder of the Estate; and
- 3.1.9 subject to obtaining the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to enter onto adjoining parts of the Estate (including the Under-Gantry) with or without workmen, plant and machinery in so far as it is necessary to repair or maintain the Premises or otherwise comply with the Tenant's obligations under this Lease or to exercise the rights granted in **clauses 3.1.6** and **3.1.7** or to install plant and equipment at the Premises or to alter the Premises so long as any obstruction of the roads and paths within the Estate or the use and enjoyment of adjoining land is kept to the shortest period reasonably practicable.
- 3.2 the Tenant acknowledges that the Landlord may effect a temporary closure of the Access Road from time to time:
- 3.2.1 (but no more than 4 times in any calendar year and for no more than 48 hours at any one time) for events in the Estate, provided that the Tenant is given not less than 4 weeks' written notice of any such closure; or
- 3.2.2 in order to carry out maintenance, repair, alteration and improvement or other works, and the Landlord will give the Tenant such notice as is practicable in the circumstances and will use reasonable endeavours to minimise the period of such temporary closure and will consult with the Tenant with a view to providing alternative vehicular access where reasonably practicable; and
- 3.2.3 provided that a suitable means of pedestrian access to and from the Premises is provided at all times to the nearest adopted highway.
- 3.3 The parties agree that it will be reasonable for the Landlord to take into consideration any one or more of the following in connection with any application for its consent or approval pursuant to any of **clauses 3.1.6, 3.1.9** and **9.14** and any conditions to be attached to any consent granted:
- 3.3.1 maintaining appropriate access routes through the Estate;

- 3.3.2 the impact of any works proposed by the Tenant (including the timing and duration thereof) on the Estate and on any works intended to be undertaken by the Landlord and/or other tenants or occupiers of the Estate;
- 3.3.3 events scheduled to take place on the Estate; and
- 3.3.4 the method statement from the Tenant or its contractor(s) in relation to any works to deal with (inter alia) making good any damage, health and safety and insurance considerations.

#### 3.4 **Rights reserved**

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them but subject always to the provisions and requirements of **clause 3.5**:

- 3.4.1 to enter and remain upon the Premises with or without workmen, plant and equipment:
  - 3.4.1.1 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease;
  - 3.4.1.2 to provide the Estate Services (to the extent only that the Estate Services cannot be provided without such entry);
  - 3.4.1.3 to inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
  - 3.4.1.4 in accordance with and to the extent permitted by **clauses 7.3, 7.8.2 and 7.9.2**;
  - 3.4.1.5 during the last six months of the Term to take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
  - 3.4.1.6 with the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) insofar as it is necessary to carry out or permit the repair or maintenance of any adjoining premises or any building or engineering works upon them; and
  - 3.4.1.7 to comply with any statutory and/or regulatory obligations of the Landlord.
- 3.4.2 subject to **clause 15.2** the right to build on, alter, add to, redevelop or extend in any way any part of the Estate including any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant. This clause constitutes a consent for the purposes of section 3 Prescription Act 1832;
- 3.4.3 with the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) the right (but without any right of

access to the Premises for such purpose) to connect to (without interrupting supply) and use any conduits within or passing through (but not exclusively serving) the Premises as at the date of the Agreement for Lease for the passage or transmission of Utilities to and from any parts of the Estate;

3.4.4 to enter and remain upon so much as is necessary of any unbuilt upon part of the Premises with or without workman, plant and equipment to inspect, repair, maintain, replace, renew and/or clean any conduits running through or under the Premises at the date of this Lease and serving other parts of the Estate;

3.4.5 support and protection from the Premises for any adjoining parts of the Estate; and

3.4.6 for the benefit of the general public, only for so long as such paths and areas remain open areas available for common use by occupiers of and visitors to the Premises (so that this **clause 3.4.6** shall not prevent the Tenant redeveloping or carrying out other works on the Premises in accordance with the other provisions of this Lease), to have access to and to pass over the areas shown coloured blue on Plan 8 and to use the paths shown coloured green on Plan 8 for access to and from such areas subject to:

3.4.6.1 compliance with such regulations, directions and other requirements (including in relation to security and health and safety) as the Tenant may impose (acting reasonably) from time to time;

3.4.6.2 temporary closure of such areas and/or paths (or any of them) for the purpose of carrying out repairs, alterations, improvements or other works (including the redevelopment of the whole or any part or parts of the Premises); and

3.4.6.3 the ability of the Tenant (in accordance with the other provisions of this Lease) to extend, reduce, vary or otherwise alter such areas and/or paths (or any of them).

### 3.5 **Exercise of rights reserved**

3.5.1 Subject to **clause 3.5.2** the Tenant is to permit the exercise of the rights reserved in **clause 3.4** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease

3.5.2 In relation to any right of entry onto the Premises other than **clause 3.4.6** (whether exercised by the Landlord any other person):

3.5.2.1 such right shall be exercised only by a person or persons approved by the Tenant (such approval not to be unreasonably withheld or delayed but it is acknowledged that when considering whether or not to approve any such person the Tenant may apply the screening criteria used by the Tenant from time to time in respect of its own employees and any other third parties having access to the Premises (and the Tenant undertakes that such

screening criteria shall be reasonable and appropriate in all the circumstances));

- 3.5.2.2 such right shall be exercised only following service on the Tenant of reasonable prior written notice which shall in any case be not less than 2 Working Days' notice;
- 3.5.2.3 such right shall be exercised only at times specified by the Tenant (acting reasonably having regard to the use of the relevant part of the Premises and the purpose of entry);
- 3.5.2.4 such right shall be exercised only insofar as necessary and (in relation to any works) only to the extent such works could not reasonably be carried out without such entry;
- 3.5.2.5 a maximum of 10 people may have access to the Premises at any one time in the case of exercising such right;
- 3.5.2.6 the person exercising such right shall cause as little damage and interference as is reasonably practicable and shall without delay make good any damage caused to the reasonable satisfaction of the Tenant;
- 3.5.2.7 the person exercising such right shall comply with the Tenant's reasonable security arrangements and reasonable confidentiality requirements at and in respect of the Premises and their use and if required by the Tenant shall be accompanied at all times by a representative of the Tenant,

provided that conditions set out in **clauses 3.5.2.1, 3.5.2.2, 3.5.2.3 and 3.5.2.5** shall not apply in the event of and then to the extent there is an emergency subject to the Landlord (as the Landlord agrees to do) undertaking to comply with those conditions to the extent reasonably practicable having regard to the nature of the emergency.

### 3.6 Title matters

The letting is made subject to and with the benefit of the rights granted and reserved by and the covenants and other matters contained in:

3.6.1 the deeds referred to in title number EGL533902 and EGL533901 shown on the official copy entries attached to this Lease at **Appendix 1**; and

3.6.2 the documents listed below,

in so far as the same still subsist and affect the Premises or the use of them or the exercise of the rights granted by this Lease

<b>Document</b>	<b>Date</b>	<b>Parties</b>
Code Agreement	18 February 2011	(1) Olympic Park Legacy Company Limited (2) British Telecommunications Plc

Asset Protection Agreement	21 April 2011	(1) Olympic Delivery Authority (2) Thames Water Utilities Limited
Licence to Underlet	19 February 2013	(1) London Legacy Development Corporation (2) Innovation City (London) Limited (3) Infinity SDC Limited and (4) British Telecommunications Plc
Underlease	19 February 2013	(1) Innovation City (London) Limited (2) British Telecommunications Plc
Licence Alterations for	19 February 2013	(1) London Legacy Development Corporation (2) Innovation City (London) Limited (3) Infinity SDC Limited and (4) British Telecommunications Plc

*Other relevant title documents entered into pursuant to clause 5.8 of the agreement for lease to be added prior to lease completion*

### 3.7 Title indemnity

So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the title matters set out in **clause 3.6** and is to indemnify the Landlord against any breach of them.

### 3.8 Third party rights

The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

### 3.9 Third party agreements

3.9.1 In this **clause 3.9** "Third Party Agreements" means the following agreements:

3.9.1.1 the deed of grant dated 20 October 2009 and made between London Development Agency (1) and EDF Energy (IDNO) Limited (2);



3.9.1.2 the deed of grant dated 27 September 2010 and made between London Development Agency (1) and Fulcrum Pipelines Limited (2); and

3.9.1.3 the code agreement dated 18 February 2011 and made between Olympic Park Legacy Company Limited (1) and British Telecommunications plc (2).

*[other relevant documents to be added prior to lease completion (e.g. Cofely lease)]*

3.9.2 In respect of each Third Party Agreement, subject to **clause 3.9.3**, the Landlord agrees:

3.9.2.1 at the request and reasonable cost of the Tenant, to take all reasonable steps to enforce the obligations of any third party under the Third Party Agreement to the extent they relate to the Premises or the Under-Gantry;

3.9.2.2 to provide the Tenant with copies of any notices served on the Landlord under any Third Party Agreement which relate to or affect the Premises or the Under-Gantry;

3.9.2.3 at the request and reasonable cost of the Tenant, to serve any notice or take any other step in respect of the Premises or the Under-Gantry under the Third Party Agreement;

3.9.2.4 not to serve any notice, give any consent or approval or take any other step under the Third Party Agreement in respect of the Premises or the Under-Gantry without the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed).

3.9.3 The Landlord is not required to comply with the terms of **clause 3.9.2** to the extent that there is an emergency and/or the Landlord would be required to act against its own interests.

### 3.10 **Exclusion of implied rights**

This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

### 3.11 **Exclusion of liability**

The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease or any rights granted or reserved by it at the Land Registry.

### 3.12 **Indemnities**

In respect of any claim covered by any of the indemnities given by the Tenant or any Guarantor in or in respect of this Lease, the Landlord is to:

- 3.12.1 promptly give full written details to the Tenant or the Guarantor, as the case may be, of all claims, demands, proceedings, damages, losses, costs and expenses which may be the subject of any such indemnity;
- 3.12.2 not settle any claims, demands or proceedings without the prior written consent of the Tenant or the Guarantor as the case may be (such consent not to be unreasonably withheld or delayed) unless required to do so by an order of the court (other than a consent order); and
- 3.12.3 take reasonable steps to mitigate any losses, costs and expenses incurred by the Landlord.

### 3.13 Oversailing licences

The Landlord will not require any consideration or financial compensation from the Tenant in order to grant any oversailing licence or licence for access to and temporary use of any adjoining premises owned by the Landlord at the relevant time (including the airspace above the Premises) and required to undertake any works on or to the Premises and the Landlord shall enter into any such oversailing licence or other licence at the request and reasonable cost of the Tenant subject to the Landlord approving the form of the same (such approval not to be unreasonably withheld or delayed) and provided that the Landlord shall only be obliged to enter into any licence for access to and temporary use of any such adjoining premises where it is able to do so (having regard to the use of other parts of the Estate) and there is no reasonable alternative means of executing the relevant works.

## 4. RENTS PAYABLE

### 4.1 Obligation to pay rent

The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

- 4.1.1 with effect from [REDACTED] yearly and proportionately for any fraction of a year [REDACTED], to be paid in accordance with [REDACTED]
- 4.1.2 the [REDACTED] payable in accordance with [REDACTED]
- 4.1.3 the [REDACTED] payable in accordance with [REDACTED]
- 4.1.4 with effect from [REDACTED] and subject to **paragraph 4 in Schedule 7**, yearly and proportionately for any fraction of a year the following sums in respect of the following periods, to be paid by equal quarterly payments in advance on each Quarter Day, the first payment to be paid on [REDACTED] and being a proportionate sum (calculated on a daily basis) in respect of the period from and including 1 April 2014 up to (but not including) the next following Quarter Day:
  - 4.1.4.1 in respect of the period from and including [REDACTED] to and including [REDACTED]

- 4.1.4.2 In respect of the period from and including [REDACTED] to and including [REDACTED]
- 4.1.4.3 In respect of the period from and including [REDACTED] to and including [REDACTED]; and
- 4.1.4.4 with effect from and including [REDACTED] subject to review in accordance with **Schedule 7**,

or (in each case) such other sum as shall become payable from time to time in accordance with **Schedule 7**

- 4.1.5 any other sums reserved as rent under this Lease, to be paid within [REDACTED] days after written demand.

#### 4.2 **Value Added Tax**

The Rents and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice addressed to the person receiving the supply is to be issued by the person making the supply.

#### 4.3 **Interest on late payment**

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums (or the amount unpaid), both after as well as before judgment, at [REDACTED] per annum above the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

#### 4.4 **Fixed Estate Charge**

The Tenant agrees and acknowledges that due to the size complexity and the unique and changing character of the Estate (to be known as "The Queen Elizabeth Olympic Park") the Landlord will not be complying with RICS service charges in commercial property code of practice 2<sup>nd</sup> edition or any replacement code or future editions of the same.

#### 4.5 **Schedules**

The provisions of **Schedules 1-7** are incorporated into this Lease and the Landlord and the Tenant will comply with their respective obligations in those Schedules.

### 5. **INSURANCE**

#### 5.1 **Tenant to insure**

The Tenant is to insure the Premises with substantial and reputable insurers or through underwriters of repute against the risks and for the cover stated in **clause 5.2** and will separately insure against public and employer's liability in respect of the Premises.

## 5.2 Insured risks and level of cover

The Tenant's insurance will cover full rebuilding, site clearance, professional fees and VAT taking into account cover for the effects of inflation and escalation of costs and fees. The insurance will be against the risks of fire, lightning, explosion, earthquake, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability and any other risks reasonably required by the Landlord or the Tenant (but excluding any such risk which is not available in the normal London insurance market at a reasonable premium and on reasonable terms) subject in all cases to any excesses, exclusions, limitations and conditions imposed by the insurers.

## 5.3 Terms of the insurance policy

The Tenant:

- 5.3.1 will have the Landlord's interest noted on the insurance policy;
- 5.3.2 may, but will not be obliged to, obtain a waiver of any exclusion in respect of terrorism;
- 5.3.3 will seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Premises and in the same area as the Premises.

## 5.4 Provision of information

On reasonable written request the Tenant is to give to the Landlord a written summary of the Tenant's insurance policies taken out in accordance with **clause 5.1** and evidence that they are in force.

## 5.5 Reinstatement

The Tenant will use all reasonable endeavours to obtain any consents required to reinstate any damage to or destruction of the Premises by any of the Insured Risks. Subject to those consents being obtained and remaining unrevoked, the Tenant will apply the insurance proceeds received under the buildings insurance in reinstating damage to or destruction of the Premises as soon as reasonably practicable after the date of the damage or destruction, the Tenant making good any shortfall in the proceeds of insurance from its own moneys save to the extent such shortfall arises through the act or default of the Landlord. Where the Premises are substantially damaged or destroyed the Landlord may not insist that the Premises are reinstated or rebuilt in a form which is identical to the Premises immediately before the damage or destruction occurred if the Premises as reinstated or rebuilt are of equivalent Lettable Floor Area.

## 5.6 Termination following damage to or destruction of the Premises

- 5.6.1 If, following damage or destruction of the Premises by any of the Insured Risks, the whole or substantially the whole of the Premises are unfit for occupation and use or are inaccessible, either the Landlord (subject to **clause 5.6.2**) or the Tenant may end this Lease by serving written notice on the other if the whole or substantially the whole of the Premises have not been made fit for occupation and use and accessible within [REDACTED] of the date of the damage or destruction.

- 5.6.2 The Landlord's right to end this Lease pursuant to **clause 5.6.1** shall be suspended if and for so long as the Tenant is complying with its obligations in **clause 5.5** or **clause 5.9** provided that if the whole or substantially the whole of the Premises have not been fully reinstated or the Premises have not been cleared, levelled, landscaped and left in a clean and safe condition within [REDACTED] of the date of the damage or destruction, the Landlord may end this Lease by serving written notice on the Tenant.
- 5.6.3 The right of the parties to terminate this Lease under this **clause 5.6** in respect of the relevant event of damage or destruction shall end once the Premises have been made fit for occupation and use and accessible or (as applicable) have been cleared, levelled, landscaped and left in a clean and safe condition.

#### 5.7 **Ownership of insurance proceeds if reinstatement impossible**

In the event of termination in accordance with **clause 5.6** the insurance monies received by the Tenant will be apportioned between the Landlord and the Tenant in proportion to the value of their respective interests in this Lease at the date of the relevant damage or destruction. Any dispute about this **clause 5.7** is to be referred at the request of either the Landlord or the Tenant to a single arbitrator under the Arbitration Act 1996.

#### 5.8 **Uninsured risks**

If the Premises are wholly or substantially damaged or destroyed by a risk that is not an Insured Risk:

- 5.8.1 neither the Landlord nor the Tenant will be under any obligation to repair, decorate, rebuild or reinstate the Premises or to contribute towards the costs of doing so except in accordance with the terms of this **clause 5.8**;
- 5.8.2 this Lease will end on the date [REDACTED] after the date of the damage to or destruction of the Premises unless, during that year the Tenant serves a notice on the Landlord in which the Tenant elects to reinstate or rebuild the Premises and commences reinstatement within [REDACTED] of service of that notice;
- 5.8.3 if the Tenant elects to reinstate or rebuild the Premises, it will do so at its own cost and expense and the provisions of **clauses 5.5, 5.6** and **5.9** will apply regardless of the cause of the damage to or destruction of the Premises and whether it was insured against and as if the reference to the date of damage or destruction in **clause 5.6** were to the date of the Tenant's election to reinstate the Premises.

#### 5.9 **Tenant's clearance obligations**

If following damage or destruction rendering the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible the Tenant has failed to make the Premises fit for occupation and use and accessible within [REDACTED] of the date of the damage or destruction or the Lease ends in accordance with **clause 5.8.2**, or if the Tenant does not elect to reinstate in the circumstances contemplated by **clause 5.8.3**, the Tenant shall as soon as reasonably practicable clear the Premises leaving the Premises level, appropriately landscaped and in a clean and safe condition (these obligations surviving any

termination of this Lease) and shall whilst the Lease subsists maintain the Premises in such condition pending any redevelopment.

#### 5.10 **Means of reinstatement**

When reinstating the Premises the Tenant may make any changes in the design, layout and specification of the Premises so long as the Tenant obtains the prior written consent of the Landlord to the extent required under **clause 7.5** (such consent not to be unreasonably withheld or delayed).

#### 5.11 **Tenant's insurance obligations**

The Tenant is:

5.11.1 to comply with the requirements of the insurers of the Premises;

5.11.2 to notify the Landlord immediately in writing of any damage to or destruction of the Premises with a claim value in excess of [REDACTED] (or such other amount as the Landlord notifies to the Tenant from time to time), whether by any of the Insured Risks or otherwise of which the Tenant becomes aware.

#### 5.12 **Landlord's insurance obligations**

The Landlord is to comply with the requirements of the insurers of the Premises when entering the Premises to the extent relevant and notified to the Landlord in writing.

### 6. **COSTS AND OUTGOINGS**

#### 6.1 **Payment of outgoings**

The Tenant is to pay all outgoings of whatever nature in relation to the Premises including business rates and utilities costs (including standing charges and taxes payable on utility costs) and a fair proportion, to be determined by the Landlord acting reasonably, of any which relate to both the Premises and any other parts of the Estate. This obligation does not require the Tenant to pay any such costs arising from any dealing by the Landlord with its interest in the Estate or to pay tax payable by the Landlord on the Rents or any other sums due under this Lease.

#### 6.2 **Utilities provided or procured by the Landlord**

6.2.1 For so long as the CCHP Agreement exists and is in full force and effect, the Tenant must (to the extent required by the CCHP Agreement):

6.2.1.1 connect to the heating services provided by the H&C Network in respect of any heating services for the Premises;

6.2.1.2 not install any central heating in the Premises;

6.2.1.3 not install a co-generation plant in the Premises;

6.2.1.4 not connect to a combined cooling and heating network other than the H&C Network;

provided that **clauses 6.2.1.1** and **6.2.1.4** shall not apply if the Premises will consume a supply of heating on less than ten days per year; and

- 6.2.1.5 connect to the cooling services provided by the H&C Network in respect of any cooling services for the Premises provided that this **clause 6.2.1.5** shall not apply if the Premises will consume a supply of cooling on less than ten days per year.
- 6.2.2 The Tenant acknowledges that the losses which may be suffered by Cofely (including Indirect Losses), in the event of a failure by the Tenant to connect the Premises to the H&C Network are in the contemplation of the Tenant.
- 6.2.3 For so long as the Electricity Agreement exists and is in full force and effect, the Tenant (to the extent required by the Electricity Agreement) must connect to the Electricity Network in respect of any electricity supplies for the Premises by:
  - 6.2.3.1 requesting that LVUL enters into (or procures that UKPN enters into) a Connection Agreement in accordance with Schedule 11 of the Electricity Agreement; and
  - 6.2.3.2 (provided that LVUL or UKPN also enters into the Connection Agreement) entering into a Connection Agreement in accordance with Schedule 11 of the Electricity Agreement.
- 6.2.4 In the event of a failure of the Tenant to comply with its obligations in **clause 6.2.3**, LVUL or UKPN will be entitled to recover (to the extent permitted by the Electricity Agreement):
  - 6.2.4.1 if and to the extent not recovered pursuant to (b) below, the amount of the Connection Charges (if any) which LVUL would have been entitled to receive had it entered into a Connection Agreement with the Tenant on the terms contemplated by Schedule 11 of the Electricity Agreement less any part of such Connection Charges which LVUL would have expended on its costs of making the connection; and
  - 6.2.4.2 where reinforcement of shared use elements of the Electricity Network or circuit over capacity (in respect of those assets between the intended point of connection and the 11kV switchboard at the primary power station at King's Yard) has been required or has occurred in respect of the intended connection of the Tenant, a share of the capital costs associated with such reinforcement or over capacity which shall be calculated by reference to the capacity required by the Tenant compared to the capacity of the circuit and associated Electricity Network circuits between the intended point of connection and the 11kV switchboard at the primary power station at King's Yard following such reinforcement or over capacity.

- 6.2.5 The Tenant is to indemnify the Landlord in relation to any breach of this **clause 6.2**. The Landlord is to take reasonable steps to mitigate the extent of its liability.
- 6.2.6 Subject to **clause 6.2.7** nothing in this **clause 6.2** or **clause 3.1.4.1** shall prevent:
- 6.2.6.1 the use of additional cooling or heating systems within or the use of additional electricity supplies to the Premises where the capacity of the H&C Network or (as applicable) the Electricity Network is insufficient to meet the demand generated;
  - 6.2.6.2 the use of secondary power supplies (including generators and uninterruptible power supplies) to provide resilience in the event of failure of or interruption to the supply of electricity through the Electricity Network; and/or
  - 6.2.6.3 the Tenant or any undertenant or other permitted occupier from making separate arrangements with Cofely and/or UKPN to vary or derogate from the CCHP Agreement or the Electricity Agreement or to increase the capacity of the electricity supply to the Premises in such a way as not to bind any party other than the party making such arrangements (or its successors in title) and not to impact on the remainder of the Estate's power supplies or obligations in relation to the same.
- 6.2.7 The Tenant must obtain the prior written consent of Cofely or UKPN (as appropriate) to the use of any additional or secondary systems or supplies contemplated in **clause 6.2.6** and provide a copy of such consent to the Landlord, or provide written confirmation that such additional or secondary systems or supplies do not require any such consent.
- 6.2.8 The Tenant's obligations pursuant to **clause 6.2.1.1 – 6.2.1.4** inclusive shall not apply in relation to:
- 6.2.8.1 the provision of heating to toilet blocks located at the Broadcast Centre as shown on Plan 9;
  - 6.2.8.2 each connection to the primary network at which the provision of heating or hot water does not exceed a capacity of 50kW;
  - 6.2.8.3 the provision of frost and condensation protection to plantrooms, switchrooms, motor rooms and for any trace heating;
  - 6.2.8.4 the provision of heating or hot water to any temporary buildings that are used for construction purposes or to any construction accommodation, which means any structure installed on the Premises and occupied as part of the construction process which is intended to be removed when construction ceases, including, without limitation, site offices, canteens and mess rooms, drying and



- changing rooms, storage rooms, rest rooms, wash rooms and toilets;
- 6.2.8.5 the provision of heating or hot water where such provision is dangerous and the Tenant can demonstrate to the reasonable satisfaction of the concessionaire of the CCHP Agreement (the "Concessionaire") that the provision of heating or hot water is dangerous;
- 6.2.8.6 any other provision of heating or hot water to the Premises which has a customer requested capacity of less than 100kW demonstrable by calculation from the Tenant (unless a higher amount is agreed by the parties to the CCHP Agreement acting reasonably) and, for the avoidance of doubt, a development may not be divided solely so as to take advantage of this provision;
- 6.2.8.7 temporary events (which are events of less than six (6) months duration per year where the event accommodation requiring heating will be removed within seven (7) months); and
- 6.2.8.8 spaces specifically designed to accommodate Private Mobile Radio ("PMR") and cellular telecommunications service provider equipment (regardless of whether it is internal or external to a building).
- 6.2.9 The Tenant's obligations pursuant to **clause 6.2.1.5** shall not apply in relation to:
- 6.2.9.1 spaces specifically designed to accommodate PMR and cellular telecommunications service provider equipment (regardless of whether it is internal or external to a building);
- 6.2.9.2 the provision of cooling to any temporary buildings that are used for construction purposes or to any construction accommodation, which means any structure installed on the Premises and occupied as part of the construction process which is intended to be removed when construction ceases, including, without limitation, site offices, canteens and mess rooms, drying and changing rooms, storage rooms, rest rooms, wash rooms and toilets;
- 6.2.9.3 each connection to the primary network at which the provision of cooling does not exceed 50kW;
- 6.2.9.4 the provision of resilience for cooling to IT rooms, data rooms, computer rooms and control rooms, for which the Tenant may provide electrically driven cooling as a back up to a connection to the H&C Network, provided that in all cases save where a dispensation has been granted pursuant to the CCHP Agreement: (i) upon reasonable request from the Concessionaire, the Tenant shall provide the Concessionaire with data on the number of hours the electrically driven cooling has been operated and, for all

supplies over 100kW, a run signal shall be provided from the Premises BMS system so that the Concessionaire can monitor the hours of operation; (ii) the plant should only be operated as a back up in case of a network cooling failure and for routine maintenance purpose (such routine maintenance not to exceed 48 hours per year per chiller or split air-conditioning unit) and (iii) the plant must not be used as a source of cooling in normal operating mode;

- 6.2.9.5 the provision of cooling where such provision is dangerous and the Tenant can demonstrate to the reasonable satisfaction of the Concessionaire that the provision of cooling is dangerous;
- 6.2.9.6 any other level of supply of cooling to the Premises and which has a customer requested capacity of less than 100kW demonstrable by calculation from the Tenant (unless a higher amount is agreed by the parties to the CCHP Agreement acting reasonably) and, for the avoidance of doubt, a development may not be divided solely so as to take advantage of this provision;
- 6.2.9.7 temporary events (which are events of less than six (6) months duration per year where the event accommodation requiring cooling will be removed within seven (7) months)

### **6.3 Landlord's costs**

The Tenant is to pay to the Landlord within 14 days following written demand the proper (and, where the Tenant is not in default of its obligations in this Lease, reasonable) costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:

- 6.3.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
- 6.3.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval or imposed any unreasonable conditions) or the application is withdrawn;
- 6.3.3 the preparation and service of any notice or schedule of dilapidations during or within six months after the end of the Term;
- 6.3.4 enforcing or making good any breach of the Tenant's obligations under this Lease, including the recovery of arrears of the Rents or any other sums due to the Landlord under this Lease, whether by distress or any other means; and
- 6.3.5 the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908 or section 17 Landlord and Tenant (Covenants) Act 1995.

## 6.4 Tenant's indemnity

The Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises or the Estate, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Premises or the Communal Estate Areas resulting from the act, default or negligence of the Tenant. The Landlord is to take reasonable steps to mitigate the extent of its liability.

## 7. REPAIRS, MAINTENANCE AND ALTERATIONS

### 7.1 Upkeep of the Premises

The Tenant is to:

- 7.1.1 put and keep the Premises in good and substantial repair and condition and, when necessary for the purposes of repair, renew or replace them provided that the Tenant shall not be liable to remedy wants of repair due to any risk that is not an Insured Risk unless the Tenant elects to reinstate in accordance with **clause 5.8** and **clause 5.10**;
- 7.1.2 keep the Premises regularly and properly cleaned internally and externally;
- 7.1.3 redecorate the exterior of the buildings on the Premises as often as reasonably necessary to maintain such buildings in good decorative condition and redecorate the interior and exterior of the buildings on the Premises during the last twelve months of the Term; and
- 7.1.4 keep any parts of the Premises that are not built on clean and tidy and free from weeds and litter with any landscaped areas planted and well tended and any pavements or publicly accessible areas properly surfaced.

### 7.2 Compliance with notices to repair

Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in any notice from a public authority or, if no period is specified or the notice is from the Landlord, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this **clause 7.2** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under **clause 7.1.1** or **clause 7.1.3** or **clause 7.1.4**.

### 7.3 Landlord's right to enter and repair

If the Tenant does not comply with **clause 7.2**, the Tenant is to permit the Landlord to enter and remain upon the Premises with or without workmen, plant and materials to carry out the repairs or other works required. The costs properly incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at ■■■ per annum above the Interest Rate calculated from and including the date on which the Landlord demanded them to and including the date on which they are paid by the Tenant.

#### 7.4 **Defective Premises Act 1972**

The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law.

#### 7.5 **Restriction on alterations**

7.5.1 The Tenant is not to carry out alterations which could affect the structural integrity of the floor slab or which materially change the external appearance of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that this clause shall not apply to (and the consent of the Landlord shall not be required for) any alterations permitted by and carried out in accordance with the Agreement for Lease nor the installation of plant and equipment which is not visible from outside the buildings on the Premises.

7.5.2 The Tenant is not to alter or upgrade or increase the capacity of any conduits serving the Premises for the passage and transmission of Utilities to and from the Premises without the prior written consent of the Landlord as to the detail of the works and the route of any new conduits (such consent not to be unreasonably withheld or delayed subject to **clause 3.3**).

#### 7.6 **Standard of works**

The Tenant is to carry out any repairs, decoration and alterations in a good and workmanlike manner, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all legislation affecting the works or the means by which they are carried out.

#### 7.7 **Colour schemes on redecoration**

The final internal and every external redecoration of the buildings on the Premises is to be in a colour scheme or schemes approved by the Landlord, such approval not to be unreasonably withheld or delayed.

#### 7.8 **Removal of unauthorised alterations**

7.8.1 Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to remove any alterations or additions carried out by the Tenant in breach of its obligations in this Lease required by that notice within the period specified in the notice from a public authority or, if no period is specified or the notice is from the Landlord, within a reasonable period after the receipt of the notice and (within that period) restore the Premises to the configuration in which they were before the alterations or additions were carried out. The Landlord may serve notice under this **clause 7.8.1** only to specify works that are required to remedy any breach by the Tenant of its obligations under **clause 7.5**.

7.8.2 If the Tenant does not comply with **clause 7.8.1** and fails to remedy the breach within 20 Working Days after receipt of a further notice

from the Landlord referring specifically to this **clause 7.8.2** (such further notice not to be served prior to the expiry of the relevant period referred to in **clause 7.8.1**) the Landlord may, at the Tenant's cost, enter and remain upon the Premises with or without workmen, plant and materials and remove the alterations or additions made to the Premises and specified in the relevant notice and restore the Premises to the configuration in which they were before the alterations or additions were carried out and the Landlord covenants to comply with the provisions of **clause 7.6** (mutatis mutandis) in doing so. The costs incurred by the Landlord in doing so are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at ■ per annum above the Interest Rate calculated from and including the date on which the Landlord demanded them to and including the date on which they are paid.

## 7.9 Photovoltaic panels and brown roof

7.9.1 Without prejudice to the generality of the above, for the first 10 years of the Term, the Tenant is to:

7.9.1.1 retain and maintain any and all photovoltaic panels and the brown roof on part of the Premises; and

7.9.1.2 (taking into account that the panels connect into wider infrastructure and the brown roof is part of the Olympic Park Biodiversity Action Plan submitted in October 2008 and approved in February 2009 pursuant to the section 106 agreement dated 28 September 2007 and made between the Olympic Delivery Authority and the London Development Agency ("**BAP**") to co-operate with the Landlord at the Landlord's cost in relation to any reasonable proposal or requirement to upgrade, replace or decommission such panels and/or brown roof; and

7.9.1.3 permit the Landlord to access the brown roof on the Press Centre twice a year, with further access on request and if approved by the Tenant (such approval not to be unreasonably withheld or delayed), and in each case subject to **clause 3.5** for ecological record keeping purposes in relation to the BAP.

7.9.2 The Landlord's rights of entry in **clause 7.3** shall also apply in the event of a failure by the Tenant to comply with the obligations in **clause 7.9.1.1 and 7.9.1.2**.

## 7.10 Under-Gantry

7.10.1 Until such time as the Gantry is reconfigured pursuant to **clause 7.10.2**:

7.10.1.1 the Tenant's obligations in this Lease will extend to any and all structures, equipment and other items situated in the Under-Gantry (but not any structures, equipment or other item installed in the Under-Gantry by the Landlord or any third party after the date of the Agreement for Lease); and

7.10.1.2 the Tenant and the occupiers of the Premises shall be entitled to use, occupy and make alterations to the Under-Gantry (subject to the terms of this Lease) for all proper purposes in connection with the use and enjoyment of the Premises and for these purposes references in this Lease to the Premises shall be deemed to include references to the Under-Gantry.

7.10.2 The Tenant will carry out such works as the Landlord reasonably requires (including removal of the outer columns, cladding and other equipment/structures) to the Under-Gantry in order to reconfigure the Gantry to enable the installation of a more defined footpath and/or widening of Waterden Road. The Tenant will commence such works within 3 months of a written request to do so from the Landlord and will complete them with all due expedition. Such works will be undertaken at the Tenant's cost and in accordance with **clause 7.6**.

## **8. USE OF THE PREMISES**

### **8.1 Authorised use**

The Tenant is to use the Premises only for the Authorised Use.

### **8.2 Prohibited uses**

The Tenant is not to use the Premises or, where applicable, any Communal Estate Areas:

8.2.1 for any illegal or immoral purpose or anything of a lewd, obscene or pornographic nature; or

8.2.2 in a manner which creates a legal nuisance or damage to the Landlord or any tenants or occupiers of the Estate or any adjoining premises; or

8.2.3 for residential purposes other than for overnight accommodation for caretakers and/or security personnel.

### **8.3 Restrictions on use**

The Tenant is not to:

8.3.1 overload the floors, ceilings or walls of the Premises or obstruct or misuse the Communal Estate Areas or any conduits within or serving the Estate;

8.3.2 allow any hazardous or contaminative materials to escape from the Premises into the ground or any watercourse whether or not they form part of the Premises;

8.3.3 place, affix or display any sign, advertisement, notice, placard, poster, flag, notification or display on the outside of the Premises or any other part of the Estate except in accordance with the signage strategy of the Landlord for the Estate from time to time;

8.3.4 store, keep or stack any goods, materials, plant, equipment, waste or rubbish or containers for any of them on any unbuilt areas of the Premises except any areas designed and designated for such purpose;

- 8.3.5 burn rubbish or waste materials or any other combustible matter on the Premises except in boilers or incinerators provided for that purpose; nor
- 8.3.6 affix any aerial, satellite dish or any other fixture on the outside of the buildings on the Premises so as to be visible from outside the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that before applying for consent, the Tenant must have taken all reasonable measures to minimise the impact of any such fixture on adjoining owners and occupiers.

#### 8.4 **Estate regulations and Signage Strategy**

- 8.4.1 The Tenant is to comply with all proper and reasonable regulations (including any signage strategy) made by the Landlord from time to time in connection with the Estate from time to time in the interests of good estate management and the proper and efficient operation of the Estate and the Landlord is to notify the Tenant of such regulations in writing.
- 8.4.2 In the event of any conflict between such regulations and the terms of this Lease then the terms of this Lease shall prevail.
- 8.4.3 The Landlord shall where reasonable (but only to the extent the Tenant is or would be affected by the relevant signage strategy) consult with the Tenant before issuing or amending any signage strategy for the Estate (having regard to (but without being bound by) any representations made by or on behalf of the Tenant in respect of the same).

#### 8.5 **Branding and Naming**

The Tenant is to comply with the obligations set out in **Schedule 2**.

#### 8.6 **Monitoring**

- 8.6.1 During the first [REDACTED] of the Contractual Term the Tenant will itself (if in occupation of the Premises) and will cooperate with the Landlord by encouraging occupiers of the Premises (including by using reasonable endeavours to include the obligations in this clause in occupational agreements where appropriate) to complete an annual demographic socio-economic survey of occupiers of residential and commercial premises within the Estate to include (if required):
  - 8.6.1.1 employee and visitor transport habits;
  - 8.6.1.2 social, economic and demographic information on employees including but not limited to age, gender, ethnicity, disability, place and length of residency in the relevant Host Borough (if relevant);
  - 8.6.1.3 payment of the London Living Wage;
  - 8.6.1.4 previous employment status of employees;

- 8.6.1.5 training/skills gained by employees including the completion of any apprenticeship skills courses or vocational qualifications;
- 8.6.1.6 types of jobs e.g. full time, part time, professional, entry-level;
- 8.6.1.7 details relating to sub-contracts including, but not limited to, the value of contracts let to business in the Host Boroughs, and to small and medium sized enterprises,

in each case in respect of employees engaged wholly at the Premises and subject to any legislative or regulatory restrictions on the disclosure of such data and information.

- 8.6.2 The Tenant will procure that an appropriate representative attends a regular monitoring forum to be established for the Queen Elizabeth Olympic Park (provided such attendance will not be required more than once a quarter).

## 8.7 Media and Communications

The Tenant will for a period of [REDACTED] from the Term Commencement Date cooperate with the Landlord and comply with the Landlord's reasonable requests (having regard to the Tenant's need to market, operate and let the Premises) in relation to media and community relations, marketing and branding of the Premises and stakeholder engagement including:

- 8.7.1 nominating an appropriate person to be the Landlord's point of contact in this respect;
- 8.7.2 notifying the Landlord of any media enquiries received by the Tenant in relation to the Landlord and/or the Estate and having regard to (but without being bound by) the Landlord's representations as to how those enquiries should be responded to;
- 8.7.3 sharing and consulting with the Landlord in relation to the initial marketing campaign and any launch event relating to the Premises; and
- 8.7.4 consulting with and working with the Landlord in co-ordinating subsequent events and campaigns

and will not publicise materials making use of the name "Queen Elizabeth Olympic Park", "Olympic" and other related terms (other than in accordance with **Schedule 2**) without the prior written agreement of the Landlord.

## 8.8 Tenants' Association

The Landlord will consider setting up a tenants' association for the tenants of the Estate.

## 8.9 Lawful use

The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation.



## **8.10 Restricted Areas**

- 8.10.1 The Tenant is not to use the Restricted Area for any use other than for:
- 8.10.1.1 pedestrian access (including for mobility scooters and the like);
  - 8.10.1.2 access for emergency vehicles; and
  - 8.10.1.3 carrying out maintenance or other works to the Broadcast Centre or the Gantry or (where such works could not otherwise reasonably and economically be carried out) other parts of the Premises.
- 8.10.2 At all times throughout the Term, the Tenant will keep the Restricted Area:
- 8.10.2.1 unbuilt upon;
  - 8.10.2.2 clean and tidy; and
  - 8.10.2.3 in a good state of repair.

## **8.11 Co-ordination Group**

For such time only as the Tenant reasonably requires the Landlord to do so pursuant to the terms of an underlease dated 19 February 2013 made between Innovation City (London) Limited and British Telecommunications Plc, the following provisions will apply:

- 8.11.1 The Landlord and the Tenant will each nominate a suitable representative to join the Co-ordination Group and the Tenant will use reasonable endeavours to procure that any occupier or prospective occupier of any part of the Premises required from time to time by the Tenant to form part of the Co-ordination Group procures a suitable representative to join the same.
- 8.11.2 The Co-ordination Group will be responsible for the joint co-ordination of the works of development to the Premises in a manner sympathetic to the interests of the Landlord and the Tenant and the occupiers and prospective occupiers of the Premises with paramount regard to the health and safety of contractors, staff and visitors at all times.
- 8.11.3 The Landlord will consult with the Co-ordination Group before issuing or amending any Regulations and the co-ordination of works of development on the Premises, and will have regard to (but without being bound by) any reasonable representations or reasonable conclusions made by the Co-ordination Group in respect of the same.

## **9. ASSIGNMENT, UNDERLETTING AND CHARGING**

### **9.1 Restrictions on alienation**

- 9.1.1 On or before the Date of Practical Completion of the Tenant's Works or the relevant Phase, the Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the

Premises, hold the whole or any part of the Premises on trust for any other person except and to the extent that it is permitted to do so:

9.1.1.1 pursuant to the terms of the Agreement for Lease (including granting licences and other rights of access in connection with the carrying out of the Tenant's Works or Fitting Out Works (as those terms are defined in the Agreement for Lease)); or

9.1.1.2 in accordance with **clauses 9.7** and **9.11** of this Lease, but may grant wayleaves subject to compliance with **clause 9.14.2.**

9.1.2 Following the Date of Practical Completion of the Tenant's Works or the relevant Phase, the Tenant is not to assign or underlet the whole or any part of the Premises or hold the whole or any part of the Premises on trust for any other person (save where a trust arises following transfer of this Lease but pending registration of such transfer at the Land Registry) except and to the extent that it is expressly permitted to do so by **clauses 9.2** to **9.14** of this Lease.

9.1.3 The Tenant is not to assign or otherwise dispose of (other than by way of security in accordance with **clause 9.11**) the right to receive any Gross Income (as defined in **Schedule 4**) or Revenue (as defined in **Schedule 5**) other than at market value.

## 9.2 **Right to assign whole**

The Tenant may assign the whole of the Premises if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed.

## 9.3 **Pre-conditions to assignment**

For the purposes of section 19(1A) Landlord and Tenant Act 1927, the Landlord may impose the following conditions before giving consent to any assignment of this Lease:

9.3.1 that the proposed assignee enters into a direct covenant with the Landlord to comply with the terms of this Lease whilst the proposed assignee remains the tenant of the Lease;

9.3.2 that the Tenant gives to the Landlord an authorised guarantee agreement under section 16 Landlord and Tenant (Covenants) Act 1995 on the terms of **clause 13** guaranteeing the obligations of its proposed assignee [REDACTED]

9.3.3 that any guarantor of the Tenant (not being a guarantor under an existing Authorised Guarantee Agreement) gives to the Landlord a guarantee on the terms of **clause 13** guaranteeing the Tenant's Authorised Guarantee Agreement if the Landlord requires the same (acting reasonably); and

9.3.4 such other conditions as are reasonable in the circumstances.

#### 9.4 **Circumstances where assignment is prohibited**

For the purposes of section 19(1A) Landlord and Tenant Act 1927, the Landlord may withhold consent to any assignment of this Lease where:

- 9.4.1 in the reasonable opinion of the Landlord the proposed assignee (together with any proposed guarantor) is not capable of performing the Tenant's covenant in this Lease;
- 9.4.2 the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government; or
- 9.4.3 it would otherwise be reasonable to do so in the circumstances.

#### 9.5 **Right to underlet**

The Tenant may underlet the whole or part of the Premises subject to complying with the covenants in **clauses 9.6 to 9.10** inclusive.

#### 9.6 **Underletting of whole**

The Tenant may underlet the whole of the Premises if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed.

#### 9.7 **Underletting of Part in Initial Letting Period**

Subject to **clause 9.8.3** during the Initial Letting Period, the Tenant may underlet part of the Premises:

- 9.7.1 without the consent of the Landlord if such underletting is wholly in accordance with the Letting Strategy (but subject to **clause 9.8.2**);
- 9.7.2 in all other cases with the prior written consent of the Landlord which will not be unreasonably withheld or delayed. For the purpose of this **clause 9.7** only, the reasonableness of the Landlord's decision whether to grant or withheld consent will be considered in the context of:
  - 9.7.2.1 the relative financial interests of the Landlord and the Tenant in the proposed underletting; and
  - 9.7.2.2 the economic and leasing markets prevailing at the time of the proposed underletting.

#### 9.8 **Underletting of Part generally**

- 9.8.1 Subject to **clause 9.10**, following the expiry of the Initial Letting Period, for the remainder of the Term the Tenant may underlet a Permitted Part of the Premises without the prior written consent of the Landlord.
- 9.8.2 Subject to **clause 9.10**, at all times during the Term, the Tenant may underlet part of the Premises which is not a Permitted Part if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed. For the purpose of this **clause**

**9.8.2** only, the reasonableness of the Landlord's decision whether to grant or withheld consent will be considered in the context of:

- 9.8.2.1 the relative financial interests of the Landlord and the Tenant in the proposed underletting;
- 9.8.2.2 the economic and leasing markets prevailing at the time of the proposed underletting; and
- 9.8.2.3 (during the Initial Letting Period only) the principles of the vision for the development of the Premises set out in the Tenant's Bid.

9.8.3 During the first [REDACTED] of the Term, the Tenant may not underlet the whole or any part of the Premises to an organisation whose primary business is the provision of storage.

## 9.9 Letting Strategy

9.9.1 The Tenant may update the Letting Strategy from time to time during the Initial Letting Period following discussions with the Landlord provided that:

9.9.1.1 the Tenant will have due regard to (without being bound by) any and all reasonable representations made by the Landlord in relation to the Letting Strategy and any updates thereto; and

9.9.1.2 the Letting Strategy must be consistent with the Tenant's Bid.

9.9.2 During the Initial Letting Period, the Tenant will provide the Landlord with a copy of any updated Letting Strategy as soon as reasonably practicable and subject to such strategy complying with **clause 9.9.1** above, such strategy will be deemed to be the Letting Strategy for the purposes of this **clause 9**.

9.9.3 The Tenant will take reasonable steps to implement the Letting Strategy during the Initial Letting Period and will keep the Landlord informed at reasonable intervals of its progress in this regard.

9.9.4 Throughout the Term, the Tenant will let and manage the Premises in accordance with the principles of good estate management, acting as a prudent commercially minded landlord in the prevailing market conditions.

9.9.5 Notwithstanding any other provision of this Lease, the Tenant will:

9.9.5.1 act in good faith in relation to any and all dealings with part or all of the Premises;

9.9.5.2 not enter into any transaction the main intent of which is to adversely affect the amount of Principal Rent payable to the Landlord;

- 9.9.5.3 not enter into any transaction with a Connected Person without the Landlord's prior written consent which will not be unreasonably withheld or delayed;
- 9.9.5.4 not enter into any underletting (or agree any variation to the terms of any underletting) which would adversely impact upon the due performance by the Tenant of its obligations under the Lease.

## 9.10 **Investment Leases**

- 9.10.1 At all times during the Term, the Tenant may not grant an Investment Lease without the prior written consent of the Landlord which will not be unreasonably withheld or delayed.
- 9.10.2 It shall be reasonable for the Landlord to withhold its consent to the grant of any Investment Lease if the effect of the terms of that Investment Lease (taking into account the terms of any associated variation to this Lease) would be to adversely affect the amount of Principal Rent payable to the Landlord.
- 9.10.3 At the request of the Tenant the Landlord shall enter into a deed of variation to this Lease in a form reasonably required by the Tenant and approved by the Landlord (acting reasonably) to ensure that the grant of any Investment Lease will not adversely affect the amount of Principal Rent payable to the Landlord.
- 9.10.4 The Tenant shall not permit the grant of an Investment Lease by any undertenant however remote, at any time during the Term.

## 9.11 **Restrictions on charges**

The Tenant is not to create any charge, whether legal or equitable, over part only of the Premises. The Tenant may create legal or equitable charges over the whole of the Premises with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) but no such consent shall be required in relation to a charge to a funder who is registered with and authorised by the Financial Services Authority (or any successor organisation responsible for the regulation of financial institutions within the United Kingdom).

## 9.12 **Notification of dispositions**

Within one month after any assignment, charge or assent of the Premises and the grant, assignment or charging of any underlease, however remote, the Tenant is to give written notice to the Landlord of the disposition together with certified copies of all the documents giving effect to it (which, save in the case of a dealing with this Lease, may be redacted to exclude financial and commercially sensitive or otherwise confidential information) and is to pay to the Landlord a proper and reasonable registration fee being not less than £100.

## 9.13 **Notification of rights of occupation**

In addition to the Tenant's obligations under section 40 Landlord and Tenant Act 1954, within 20 working days of reasonable written request from the Landlord, the Tenant is to supply written details to the Landlord of all persons in occupation of the Premises, including

- 9.13.1 name, and company number (if applicable);
- 9.13.2 area occupied; and
- 9.13.3 the permitted use of such occupation.

**9.14 Wayleaves**

9.14.1 Subject to **clause 9.14.2** the Landlord will throughout the Term grant or enter into such wayleave or other agreements in respect of land within the Estate as may reasonably be required by the Tenant to facilitate the installation, retention and/or use of conduits for the operation and use of the Premises.

9.14.2 **Clause 9.14.1** is subject to:

- 9.14.2.1 the Landlord approving the route of the conduits (such approval not to be unreasonably withheld or delayed subject to **clause 3.3**); and
- 9.14.2.2 the Landlord approving the terms of any such wayleave or agreement (such approval not to be unreasonably withheld or delayed subject to **clause 3.3**); and
- 9.14.2.3 the Tenant being responsible for the Landlord's reasonable and proper costs in connection with such wayleave or other agreement.

**10. LEGISLATION PLANNING AND POLICY**

**10.1 Compliance with legislation**

The Tenant is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises and indemnify the Landlord against any breach of this obligation.

**10.2 Fire precautions**

The Tenant is to comply with all requirements of any public authority and the Tenant's insurers relating to fire prevention and fire precautions including the installation, maintenance and testing of fire sprinklers, fire alarm systems, fire extinguishers and all other equipment or systems for detecting and extinguishing fires.

**10.3 Notices**

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority affecting or likely to affect the Landlord's interest in the Premises, the Tenant is at its own cost promptly to provide a copy to the Landlord.

**10.4 Planning applications**

The Tenant is not to apply for planning permission under any legislation relating to town and country planning or implement any planning permission in each case

for works which would materially change the external appearance of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

#### 10.5 **Completion of works**

If the Tenant has begun to implement a planning permission in respect of the Premises, it is to carry out and complete before the end of the Term any works permitted or required under that planning permission.

#### 10.6 **London Living Wage**

The Tenant will (as far as reasonably practicable) comply with the London Living Wage in respect of its employees engaged wholly at the Premises and remunerate its workforce employed wholly at the Premises accordingly. The Tenant will encourage its tenants and occupiers of the Premises to do likewise.

### 11. **ENVIRONMENTAL LAW AND SUSTAINABILITY**

#### 11.1 **Compliance with environmental law**

The Tenant is to comply with all requirements of Environmental Law and is to obtain all necessary permits, licences, consents, registrations, authorisations or exemptions from any relevant statutory authority which are required for the use of the Premises including for the production, storage, use, handling or disposal of any Hazardous Material or Waste.

#### 11.2 **Compliance with notices**

The Tenant is at its own cost:

11.2.1 to supply the Landlord with copies of all notices, directions, reports or correspondence from a public or other relevant authority concerning any contamination of the Premises or any migration or other escape of Hazardous Materials or Waste which may result in proceedings being taken or threatened under Environmental Law; and

11.2.2 to take and complete promptly and diligently all actions or precautions required by such notice, direction, report or correspondence.

#### 11.3 **Agreement as to Liabilities**

11.3.1 The Landlord and the Tenant agree that if any statutory notice or requirement of any court or environmental authority is served on either of them or any environmental authority wishes to recover the costs of a remediation action (in each case in respect of the Premises) then, as between the Landlord and the Tenant the responsibility for complying with such notice or payment of such costs is to be apportioned as follows:

11.3.1.1 during the period up to the date on which the warranty to the Tenant from Morrison Construction Limited expires (the "**Expiry Date**") the Tenant shall be solely responsible for complying with such notice or requirement or payment of such costs to the exclusion of the Landlord; and

11.3.1.2 at all times the Tenant shall be solely responsible for complying with such notice or requirement or payment of such costs to the extent they result from New Contamination and /or the exacerbation of any Historic Contamination as a result of Tenant Activity.

11.3.2 The Landlord and the Tenant agree that the provisions of this **clause 11** constitute an agreement on liabilities for the purpose of Part IIA of the Environmental Protection Act 1990 and the statutory guidance issued in respect of it dated April 2012 (including without limitation paragraph 7.29) and the parties acknowledge that either party may show it to any environmental authority for the purpose of establishing any allocation of liability in the event of any action by an environmental authority.

11.3.3 The Tenant covenants to pay to the Landlord within 7 days of written demand an amount equal to any Environmental Liabilities suffered or incurred by the Landlord to the extent those liabilities result from New Contamination and /or the exacerbation of any Historic Contamination as a result of Tenant Activity.

#### 11.4 **Prevention of contamination**

The Tenant is not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises.

#### 11.5 **Provision of an EPC**

The Tenant acknowledges that it was provided with a copy of the Landlord's EPC before the date of this Lease.

#### 11.6 **Obtaining an EPC for the Premises**

The Tenant is to notify the Landlord in writing before obtaining an EPC for the Premises. As soon as reasonably practicable after receiving notice under this **clause 11.6**, if the Landlord holds a valid EPC for the Premises, the Landlord is to provide a copy of the EPC to the Tenant.

#### 11.7 **Production of EPCs**

Either party will provide the other with a copy of any EPC obtained under this **clause 11**.

#### 11.8 **Sustainability**

11.8.1 The Landlord and the Tenant are to use reasonable endeavours to:

11.8.1.1 agree and comply with an energy management plan no later than first occupation of the Premises to aid sustainability of resources;

11.8.1.2 agree and operate initiatives to reduce, reuse and recycle waste; and

11.8.1.3 implement such other measures as are agreed to ensure the environmental sustainability of resources in order to



improve and be accountable for the energy efficiency of the Premises.

11.8.2 The Tenant will provide the Landlord with such information as the Landlord may reasonably request (but not more than once in any 12 month period) in relation to energy and carbon consumption, water consumption, biodiversity, waste and recycling.

#### 11.9 **Groundwater monitoring**

11.9.1 The Landlord shall carry out groundwater monitoring and treatment in respect of the Estate to the extent required by the Environment Agency (or any successor body) and shall provide the Tenant with copies of any applicable reports and other information relating to or affecting the Premises.

11.9.2 The Tenant shall carry out groundwater monitoring and treatment within the Premises to the extent required by the Environment Agency (or any successor body) and shall provide the Landlord with copies of any applicable reports and other information relating to or affecting the Estate.

### 12. **END OF THE TERM**

#### 12.1 **Return of the Premises**

At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease, and return all keys to the Premises to the Landlord.

#### 12.2 **Exclusion of right to compensation**

Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

### 13. **GUARANTORS**

#### 13.1 **Terms of the guarantee**

The terms of this **clause 13** are to be incorporated into any guarantee to be given to the Landlord under this Lease. In this **clause 13** (and any such guarantee) references to the Tenant are references to the person in respect of which the guarantee is given and not its successors in title.

#### 13.2 **Obligations of the guarantor**

The Guarantor guarantees to the Landlord that the Tenant will pay the Rents and comply with the Tenant's covenants in this Lease until the Tenant is released from its obligations to do so under the Landlord and Tenant (Covenants) Act 1995. This guarantee:

13.2.1 is given by the Guarantor as primary obligor; and

13.2.2 includes an independent obligation both to comply with the Tenant's covenants if they are breached and to indemnify the Landlord against that breach.

### **13.3 Right to direct claim against the guarantor**

13.3.1 The Guarantor agrees that the Landlord may make a claim under this guarantee and indemnity without first making a claim against the Tenant.

13.3.2 The Guarantor's liability shall in no circumstances exceed the liability of the Tenant's whether in duration or amount nor shall it differ materially in nature.

### **13.4 No right of set-off**

The Guarantor is to pay all sums due to the Landlord under this guarantee and indemnity without any legal or equitable set-off, counterclaim or deduction except as required by law.

### **13.5 Continuation of the guarantee**

The obligations of the Guarantor are not to be released by:

13.5.1 any delay or neglect by the Landlord in enforcing the Tenant's covenants or any time allowed by the Landlord for their performance;

13.5.2 any refusal by the Landlord to accept the payment of the Rents under this Lease in order to avoid waiving a breach of the Tenant's covenants;

13.5.3 to the extent permitted by the Landlord and Tenant (Covenants) Act 1995, any variation of the terms of this Lease;

13.5.4 the surrender of any part of the Premises in which case the liability of the Guarantor shall continue for the remaining part of the Premises, apportioned as necessary under section 40 of the Law of Property Act 1925;

13.5.5 the disclaimer of this Lease by the Crown or by a liquidator or trustee in bankruptcy of the Tenant;

13.5.6 the forfeiture of this Lease;

13.5.7 the Tenant being struck off the register of companies or otherwise ceasing to exist or, in the case of an individual, dying;

13.5.8 any legal limitation, immunity, disability, incapacity or other circumstances relating to the Tenant, whether or not known to the Landlord; or

13.5.9 anything else which would have released the Guarantor.

### **13.6 New lease following disclaimer**

If the Landlord serves written notice on the Guarantor within six months after receiving notice of the disclaimer of this Lease, the Guarantor is, at its own cost, to enter into a new lease of the Premises on the same terms as this Lease for the residue of the Contractual Term calculated from the date of disclaimer. The Guarantor is to pay the proper costs of the Landlord on the grant of the new lease.

## 14. ESTATE SERVICES

### 14.1 Provision of Estate Services

14.1.1 Subject to the Tenant paying the Fixed Estate Charge and the terms of this **clause 14** the Landlord is throughout the Term and for the benefit of the Estate to carry out the Estate Services.

14.1.2 The Landlord may elect that the Management Company is to carry out some or all of the Estate Services from time to time by serving written notice upon the Tenant. Upon service of such notice, but subject always to the provisions of **Schedule 3** (which take precedence to the extent there is any conflict with this clause), the Management Company will be responsible for undertaking such of the Estate Services as are specified in the notice, and references in this **clause 14** and in **Schedule 1** to the Landlord shall apply to the Management Company in undertaking such services provided that in the event that the Management Company is in material default of its obligations under this Lease or the Management Company Deed of Covenant, the Landlord shall procure the performance of such obligations.

### 14.2 Employment of agents and contractors

In providing the Estate Services, the Landlord may employ managing agents, contractors or any other suitably qualified persons as the Landlord thinks fit.

### 14.3 Limitation on liability

If there is any failure, interruption or delay in the provision of the Estate Services the Landlord will not be liable to the Tenant in respect of any loss or damage caused by or arising from:

14.3.1 any cause or circumstance beyond the control of the Landlord including any applicable mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes; or

14.3.2 any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing,

and provided that:

14.3.3 In respect of any other failure, interruption or delay in the provision of the Estate Services, the Landlord will not be liable to the Tenant for any loss or damage unless and until the Tenant has notified the Landlord that the Estate Services are not being provided and the Landlord has not restored the provision of the Estate Services within a reasonable time.

### 14.4 Minimising interruption to services

The Landlord will use reasonable endeavours to minimise the period of failure, interruption or delay in the provision of the Estate Services.

### 14.5 Management Company

The provisions of **Schedule 3** are incorporated into this Lease and the Landlord and the Tenant will comply with their respective obligations in that Schedule.

15. **USE OF THE ESTATE**

15.1 During the first [REDACTED] of the Term the Landlord shall not permit those parts of the Estate within [REDACTED] from the boundary of the Premises to be used for [REDACTED]

15.2 During the first [REDACTED] of the Term the Landlord will not [REDACTED]

15.3 [REDACTED]

15.4 [REDACTED]

16. **FREEDOM OF INFORMATION**

16.1 In this clause, the following words and expressions shall have the following meanings:

**"EIRs"** the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them

**"EIR Exception"** any applicable exemption to disclosure of information under the EIRs

**"Exempted Information"** any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions

**"FOIA"** the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it

**"FOIA Exemption"** any applicable exemption to disclosure of information under the FOIA

**"Information"** means:  
(a) in relation to FOIA the meaning given under section 84 of FOIA; and  
(b) in relation to EIRs the meaning given under the definition of "environmental information" in section 2 of EIRs

**"Request for Information"** has the meaning in the FOIA or any apparent request for information under the FOIA, the EIRs or the Code of Practice on Access to Government Information (Second Edition)

16.2 The Tenant acknowledges that the Landlord is subject to legal duties which may require the release of Information under FOIA and/or EIRs and that the Landlord

may be under an obligation to provide Information subject to a Request for Information. The Tenant acknowledges that such Information may include matters relating to, arising out of or under this Lease and any Information provided by the Tenant prior thereto.

16.3 The Landlord shall be responsible for determining in its absolute discretion whether:

16.3.1 any Information is Exempted Information or remains Exempted Information; or

16.3.2 any Information is to be disclosed in response to a Request for Information

and in no event shall the Tenant respond directly to a Request for Information to which the Landlord is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Landlord, unless otherwise expressly authorised to do so by the Landlord.

16.4 Subject to **clause 16.5**, the Tenant acknowledges that the Landlord may be obliged under the FOIA or the EIRs to disclose Information concerning the Tenant or matters arising out of or under this Agreement:

16.4.1 in certain circumstances without consulting the Tenant; or

16.4.2 following consultation with the Tenant and having taken (or not taken, as the case may be) its views into account,

provided always that where **clause 16.4.1** applies the Landlord shall take reasonable steps, where appropriate, to give the Tenant advance notice, or failing that, to draw the disclosure to the attention of the Tenant as soon as possible after such disclosure.

16.5 The Tenant will assist and co-operate with the Landlord as requested by the Landlord to enable the Landlord to comply with the disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at its/their own cost:

16.5.1 transfer any Request for Information received by the Tenant as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

16.5.2 provide all such assistance as may reasonably be required from time to time by the Landlord and supply such data or information held by the Tenant for or on behalf of the Landlord as may be requested by the Landlord;

16.5.3 provide the Landlord with any data or information in its possession or power where such data or information is held for or on behalf of the Landlord in the form that the Landlord requires within five working days (or such other period as the Landlord may specify) of the Landlord requesting that Information; and

16.5.4 permit the Landlord to inspect such as requested from time to time.

16.6 Nothing in this Lease will prevent the Landlord from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

## 17. EXEMPT INFORMATION DOCUMENT

### 17.1 General

17.1.1 The Tenant is not to send this Lease or any copy of it to the Land Registry without complying with this **clause 17**.

17.1.2 At the same time as this Lease or any copy of it is sent to the Land Registry, the Tenant is, on behalf of the Landlord, to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Landlord, applying for this Lease to be designated as an Exempt Information Document by the Land Registry the form of lease to be attached being in the form stipulated in the Agreement for Lease.

17.1.3 The Landlord is to provide the Tenant with the forms and the copy of the Lease each referred to in **clause 17.1.2** and the associated fee within ten days after completion of the Lease.

### 17.2 Underletting

17.2.1 If the Tenant underlets the whole or any part of the Premises, the provisions of this **clause 17.2** will apply if the underlease is registerable at the Land Registry.

17.2.2 Where any information to be contained in the underlease is information that is confidential under **clause 17.1.2**:

17.2.2.1 the underlease shall contain confidentiality provisions in the same form as this clause; and

17.2.2.2 the tenant and the undertenant shall agree to comply with **clause 17.2.3**.

17.2.3 At the same time as the underlease or any copy of it is sent to the Land Registry, the undertenant is, on behalf of the Tenant to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Tenant, applying for the underlease to be designated as an Exempt Information Document by the Land Registry.

17.2.4 For the purposes of **clause 17.2.3**, the copy of the underlease sent to the Land Registry with each Form EX1 is to exclude:

17.2.4.1 the equivalent clause to this clause contained in the underlease and any clause in the underlease that refers to it;

17.2.4.2 information in the underlease which is also confidential information in this Lease under **clause 17.1.2**; and

17.2.4.3 any other information in the underlease that the Tenant requires to be kept confidential.

17.2.5 The Tenant is to provide the undertenant with the forms referred to in **clause 17.2.3** and the copy of the underlease referred to in **clause 17.2.4** within ten days after the completion of the underlease.

## 18. **CONFIDENTIALITY**

18.1 The Landlord and the Tenant are not, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), knowingly to disclose or publish or permit or cause to be disclosed or published any details of this Lease or any information provided by any of them to either of the other parties in connection with the negotiation of this Lease or the performance of their respective obligations under it or any application for approval made under it save only:

18.1.1 to the extent necessary in order to comply with the requirements of the Stock Exchange;

18.1.2 to HM Revenue and Customs or the rating authority;

18.1.3 to the extent necessary to comply with statutory obligations;

18.1.4 to the extent necessary for audit purposes;

18.1.5 to the extent necessary to obtain professional advice (including in relation to the determination of any dispute);

18.1.6 to the extent ordered to do so by the court or any other competent authority;

18.1.7 (in the case of the Tenant or the Landlord) in connection with any financing or investment arrangements;

18.1.8 (to the extent reasonably necessary) in connection with any proposed letting or other disposal of the Premises;

18.1.9 to the extent that it is already in the public domain (other than as the result of a breach by that party of this clause);

18.1.10 to the extent envisaged by **clause 16** (Freedom of Information); or

18.1.11 to the extent necessary for the proper performance of their respective obligations under this Lease.

18.2 Each of the parties is to procure that their professional advisers and agents are fully instructed and required to comply with these restrictions on disclosure.

## 19. **EXCLUSION OF LIABILITY**

The Landlord will not be liable to the Tenant for any loss or damage caused by or arising from:

19.1.1 any act or omission of any employee or agent of the Landlord except in the performance of duties imposed by or on the Landlord; or

19.1.2 any act or omission of any other tenant or occupier of the Estate or persons deriving title under them.

20. **ENFORCEMENT**

20.1 **Applicable law**

This Lease is to be governed by and interpreted in accordance with English law.

20.2 **Service of notices**

Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.

20.3 **Jurisdiction**

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

21. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LR1** of the Land Registry Particulars.



# **SCHEDULE 1**

## **Estate Services**

### **1. Interpretation**

In this Schedule, except where the context otherwise requires "maintenance" means:

- 1.1 inspection, maintenance, redecoration and repair; and
- 1.2 where repair is not economically viable, reinstatement, replacement and renewal.

### **2. Communal Estate Areas**

The maintenance of the Communal Estate Areas.

### **3. Apparatus plant machinery etc.**

The provision and maintenance of all apparatus plant machinery and equipment now or from time to time comprised in or otherwise serving the Communal Estate Areas.

### **4. Safety Equipment**

The provision and maintenance of fire alarms and fire and other safety equipment services and apparatus in the Communal Estate Areas.

### **5. Lighting**

The lighting at appropriate times of the appropriate parts of the Communal Estate Areas.

### **6. Security**

The provision of security services and personnel including appropriate levels and means of security during events (such as, but not limited to, concerts and sporting events) being held on the Estate and including where the Landlord deems appropriate the provision and maintenance of closed circuit television for the purpose of surveillance and supervision of users of the Communal Estate Areas.

### **7. Provision of Signs and General Amenities**

The provision and maintenance of street furniture, directional signs, notices, seats and other fixtures, fittings, chattels and amenities for the convenience or better enjoyment of the Communal Estate Areas.

### **8. Landscaping**

The maintenance of hard and soft landscaping and planting and other horticultural services within the Communal Estate Areas and appropriate ornamental features.

9. **Refuse**

The provision and operation of means of collection, compaction and disposal of refuse and rubbish (and the removal of litter and graffiti) from the Communal Estate Areas.

10. **Pest Control**

The provision of pest control services and personnel

11. **Statutory Requirements**

The carrying out of works to the Communal Estate Areas required to comply with legislation.

12. **Insurance**

12.1 The effecting of insurance of the Communal Estate Areas against loss or damage in the full reinstatement cost thereof.

12.2 The effecting of insurance of the engineering and electrical plant and machinery being part of the Communal Estate Areas against sudden and unforeseen damage or breakdown.

12.3 The effecting of property owners and public liability insurance and such other insurances as the Landlord may from time to time deem reasonably necessary.

13. **Public Toilets**

The provision and maintenance of toilet facilities within the Communal Estate Areas.

14. **Help Desk**

The provision of help desk services and personnel within or serving the Communal Estate Areas.

15. **Variation**

The Landlord shall have the right to add to, remove, vary, or otherwise substitute or change any of the Estate Services at any time as, in the reasonable opinion of the Landlord, is necessary from time to time in the interests of good estate management.

## SCHEDULE 2

### Branding

#### 1. Definitions

1.1 In this Schedule the following terms and expressions shall have the meanings set opposite them:

**Act** the Olympic Symbol etc (Protection) Act 1995, as amended;

**Ambush Marketing** any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Olympic Games, the BOA or Team GB;

**BOA** the British Olympic Association;

**Brand Manual** the written guidelines prescribing the permitted form and manner in which the Park Name may be used as may be amended by the Landlord in writing to the Tenant from time to time, the current form of which has been provided to the Tenant prior to the date of this Lease;

**IOC** the International Olympic Committee;

**LOCOG** The London Organising Committee of the Olympic Games and Paralympic Games Limited;

**London 2012 Games** the Games of the XXX Olympiad held principally in and around London;

**Olympic IP** all rights of the BOA and the IOC in relation to the Olympic Word and all other designations, words and logos relating to the Olympic Movement, including anything which is a 'controlled representation' or a 'protected word' for the purposes of the Act;

**Olympic Movement** includes the IOC, the BOA, other National Olympic Committees, LOCOG and any other organising committee of the Olympic Games, any Olympic team and any other person or entity who is recognised by or required to comply with the Olympic Charter (as published by the IOC from time to time);

**Olympic Word** the word "Olympic";

<b>Park Name</b>	The Queen Elizabeth Olympic Park;
<b>Protected Marks</b>	any trade mark, trade names, logos or other intellectual property of the BOA and/or the IOC, including marks and designs relating to the London 2012 Games, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended replaced or substituted in the future) or by any other relevant legislation enacted (whether as now in force or as enacted amended replaced or substituted in the future) in relation to the London 2012 Games;
<b>Rights Owners</b>	the BOA, the IOC, any other owner of the Protected Marks, Her Majesty Queen Elizabeth II and the Royal Household; and
<b>Territory</b>	the United Kingdom of Great Britain and Northern Ireland.

**2. Permission**

- 2.1 This Schedule defines the manner and circumstances in which the Tenant is entitled to make use of the Park Name and the Tenant shall make no use of the Park Name, other than as specifically set out in this Schedule, without the prior written agreement of the Landlord.
- 2.2 With effect from 1 January 2013, the Tenant is permitted to use the Park Name on a non-exclusive and non-transferable basis in connection with the Premises for the purposes of identifying the location of the Premises (i.e. as being located in the Estate), subject to the terms and conditions of this Lease. The rights granted under this Schedule shall continue for so long as the Landlord is entitled to permit the Tenant to use the Park Name upon the terms set out in this Schedule. If the Landlord shall cease to be so entitled, it shall notify the Tenant immediately in writing, explaining the basis on which it has ceased to be so entitled, whereupon all rights and licences granted pursuant to this Schedule shall cease. The Landlord warrants to the Tenant that the Landlord is entitled to, as at the date of this Lease, to grant to the Tenant the rights granted hereunder.
- 2.3 The Tenant shall not be permitted to:
  - 2.3.1 use the Olympic Word other than as part of the Park Name;

- 2.3.2 use the Park Name in stylised or logo form, or giving any particular word or words therein prominence over any other word or words therein;
- 2.3.3 use the Park Name (or any part of it) as part of any trade name, corporate title or name, or domain name;
- 2.3.4 produce, market and sell (either itself or through authorised distributors and partners) merchandise to which the Park Name (or any part of it) is applied;
- 2.3.5 other than using the Park Name in accordance with the terms of this Schedule, use in its business any trade mark which is confusingly similar to the Park Name or Olympic Word or seek to incorporate any other Olympic IP into any name or logo; or
- 2.3.6 sub-license all or any of the rights granted to it under this Schedule to any third party provided that the Tenant shall be permitted to sub-license all or any of the rights granted to it under this Schedule to any undertenant or other lawful occupier of the Premises from time to time on terms that are wholly consistent with the provisions of this Schedule,

without the prior written agreement of the Landlord.

- 2.4 The Tenant shall furthermore comply strictly with the terms of the Brand Manual regarding its use of the Park Name. The Tenant is not permitted to use the Park Name other than as part of the "Located in" mark set out in section 5.0 of the current Brand Manual and such use must be in accordance with the terms specified in section 5.0 and 7.2 of the current Brand Manual and all other terms of this Lease.
- 2.5 It is a condition of this Lease that the Tenant shall, when referring to the Park, do so at all times by the Park Name in full.
- 2.6 The Tenant acknowledges that the Landlord's rights in relation to the Park Name are limited to the Territory and that use of the Park Name outside the Territory may be regulated by laws of other countries and the rights of third parties. While the Landlord agrees to use its good offices to assist the Tenant in obtaining any licences and permissions required to use the Park Name outside the Territory, the responsibility for obtaining any such licences and permissions (and for paying any associated costs and fees) shall be the Tenant's.

### 3. **Advertising Materials and Goodwill**

- 3.1 The Tenant undertakes to ensure that the written materials it uses to advertise, market and promote the Premises and which make use of the Park Name ("**Advertising Materials**") shall in no way reduce or diminish the reputation, image and prestige of the Olympic Word or any Rights Owner or of products sold under or by reference to the Olympic Word.
- 3.2 The Tenant shall ensure that all Advertising Materials meet the requirements of the Brand Manual and no approval is required where the Advertising Materials meet the Brand Manual. Where proposed Advertising Materials do not comply with the Brand Manual, the Tenant must obtain the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) before any such Advertising Materials are used or distributed in any medium.

- 3.3 The Tenant acknowledges that the BOA is the proprietor (or rightsowner) of the Olympic Word in the Territory by virtue inter alia of the 'Olympic association right' under the Act and shall not dispute or challenge any rights to the Olympic Word.
- 3.4 The Tenant shall ensure that all of its Advertising Materials and all other materials it intends to use which carry the Park Name be branded with such specific wording or statement as is set out in the Brand Manual or that is reasonably requested by the Landlord in writing from time to time.
- 3.5 The Tenant shall not apply for, or obtain, registration of any trade or service mark or domain name in any country which consists of, or comprises, or is confusingly similar to, the Park Name (or any part of it).
- 3.6 Any goodwill derived from the use by the Tenant of the Park Name shall, as between the parties, accrue to the Landlord. The Landlord may, at any time and at its cost, call for a confirmatory assignment of that goodwill on reasonable terms and the Tenant shall execute it. Nothing in this **paragraph 3.6** shall give the Landlord any right or interest in any goodwill deriving from or otherwise relating to the business of the Tenant or any sub-tenants or occupiers of the Premises.
- 3.7 The Tenant shall not, nor directly or indirectly assist any other person to:
- 3.7.1 use the Park Name except as authorised by this Lease; and
  - 3.7.2 do anything to diminish the rights of the Landlord or any Rights Owner in the Park Name.
- 3.8 The Tenant agrees not to undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of any kind (including an association in the minds of members of the public) between:
- 3.8.1 the Olympic Movement or any Rights Owner more generally; and
  - 3.8.2 its goods, services or its businesses generally, without the authorisation of the Landlord and the relevant Rights Owner.
- 3.9 The Tenant acknowledges and agrees that the exercise of any right granted to it under this Schedule is subject to all applicable laws, enactments, regulations and other similar instruments in the world, and the Tenant understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance by itself and third parties with whom it has a contractual relationship.
- 3.10 The Tenant shall not do, or omit to do, or permit to be done, any act which will or is likely to weaken, damage or be detrimental to the Park Name or the reputation or goodwill associated with the Olympic Movement or any Rights Owner.
- 3.11 The Tenant shall promptly provide the Landlord with copies of all communications it receives from any regulatory, industry or other authority relating to the Park Name.

#### 4. **Brand Protection**

4.1 The Tenant shall promptly notify the Landlord in writing giving particulars of the following matters coming to its attention:

4.1.1 any actual, suspected or threatened infringement by a third party of the Olympic Word;

4.1.2 any use of the Park Name by any third party which has not been authorised by the Landlord; or

4.1.3 any other form of attack, charge or claim to which the intellectual property rights in the Olympic Word may be subject.

4.2 In respect of any of the matters listed in **paragraph 4.1** above:

4.2.1 the Landlord shall, in its absolute discretion, decide what action if any to take;

4.2.2 the Landlord or its licensors shall have exclusive control over, and conduct of, all claims and proceedings; and

4.2.3 the Tenant shall not make any admissions other than to the Landlord and shall provide the Landlord with all assistance, at the Landlord's cost, that the Landlord may reasonably require in the conduct of any claims or proceedings.

#### 5. **No Marketing Obligations**

5.1 The Tenant agrees it shall not:

5.1.1 save to the extent permitted in this Schedule, use any trade marks, trade names, logos or other intellectual property of the BOA or the IOC (including the London 2012 logos) (including the Protected Marks) or to use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks;

5.1.2 represent, directly or indirectly, that it or its products or services ("**Goods or Services**") are in any way associated with the London 2012 Games or any Rights Owner or that any Goods or Services provided have been endorsed or approved by any Rights Owner;

5.1.3 undertake any form of Ambush Marketing;

5.1.4 cause or permit to be done, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Rights Owner; or

5.1.5 use its connection with the Landlord or the Park (or any Premises in the Park) in a manner that makes or implies a direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement or any Rights Owner.

5.2 The Tenant agrees:

- 5.2.1 to take reasonable steps to ensure that any of its sub-contractors or agents providing goods or services specifically in relation to the Goods or Services shall also abide by the provisions of this **paragraph 5** (as if references in this paragraph to the Tenant included references to such sub-contractors or agents);
- 5.2.2 that any Rights Owner shall have the right to enforce the terms of this Schedule directly against the Tenant; and
- 5.2.3 that this **paragraph 5.2** shall continue to apply after termination of this Lease without limit of time.

5.3 **Indemnity**

The Tenant is to indemnify the Landlord against any actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord arising from any breach of the Tenant's obligations in this Schedule.



## SCHEDULE 3

### The Management Company

#### 1. The Management Company

##### 1.1 Until such time (if ever) as:

1.1.1 the Management Company is formed and full details of the Management Company, including evidence of ownership, are supplied by the Landlord to the Tenant;

1.1.2 the Landlord serves written notice on the Tenant that the Management Company is to undertake the obligations of the Management Company as set out in this Schedule (for the purposes of this Schedule, "the Landlord's Notice"); and

1.1.3 the Management Company Deed of Covenant is entered into by the Management Company and the Tenant;

1.2 then the provisions set out in **paragraph 2** shall not take effect.

##### 1.3 The Landlord may elect that the Management Company is to carry out some of the Estate Services with the Landlord retaining the obligation to carry out the remainder of the Estate Services. In such case:

1.3.1 the Landlord's Notice shall specify:

(a) those Estate Services to be carried out by the Management Company; and

(b) those Estate Services to be carried out by the Landlord; and

1.3.2 **paragraph 2.6** shall apply.

##### 1.4 As soon as reasonably practicable following the occurrence of the matters specified in **paragraphs 1.1.1 and 1.1.2** (and in any event within 15 working days) the Tenant shall and the Landlord shall procure that the Management Company shall enter into the Management Company Deed of Covenant being such form of Deed as is reasonably required by the Landlord to give effect to the provisions of **paragraph 2**, to be entered into by the Landlord, the Management Company and the Tenant (and any Guarantor, if relevant).

##### 1.5 Upon completion of the Management Company Deed of Covenant, this Lease shall be read and construed in accordance with **paragraph 2**.

##### 1.6 At any time after the matters specified in **paragraph 1.1** have occurred, the Landlord shall be permitted to serve a further written notice on the Tenant requiring some or all of the obligations to revert to the Landlord and in such circumstances:

1.6.1 the Management Company Deed of Covenant shall be construed so as to reflect the provisions of such notice; and

1.6.2 the provisions set out in **paragraph 2** shall be of no further effect in respect of the relevant obligations.

1.7 The Landlord may serve as many notices on the Tenant as it requires alternating the obligations between the Landlord and the Management Company.

1.8 If at any time during the Term the Management Company for the time being ceases to exist then **paragraph 2** shall not apply until a new Management Company is formed and a new Management Company Deed of Covenant has been entered into.

## 2. **Amendments to the Lease**

2.1 All covenants given by the Tenant in the Lease and any documents varying or supplemental thereto in respect of payment of the Fixed Estate Charge and the covenants varied in **paragraph 2.6** below are given by the Tenant as a separate covenant to the Management Company but the total aggregate liability of the Tenant shall not be increased as a result.

2.2 In **clause 1.1** in each of the following defined terms, references to, "the Landlord" shall be construed as references to, "the Landlord and/or the Management Company (as the context permits and provided that should any dispute or conflict arise between the Landlord and the Management Company, then the views of the Landlord shall prevail)":

2.2.1 "Communal Estate Areas"

2.2.2 Clause 15.2

2.3 A new Clause 1.2.4 will be added as follows: "references to the Management Company include any new or substituted management company or managing entity appointed by the Landlord to act as the management company for the Estate and to assume the obligations of the Management Company in accordance with this Lease;"

2.4 A new Clause 1.5.4 will be added as follows: "the Management Company in relation to clause 15, Schedule 1 and Schedule 7".

2.5 Clause 4.1 is to be amended to add in the words "(or in the case of the Fixed Estate Charge only - to the Management Company as the Landlord directs)" immediately following the words "to the Landlord" and before the words "during the Term"

2.6 In each of the following provisions, references to "the Landlord" shall be construed as references to "the Landlord and/or the Management Company":

2.6.1 Clause 1.2.11;

2.6.2 Clause 1.2.12;

2.6.3 Clause 3.4;

2.6.4 Clause 3.5;

2.6.5 Clause 4.3;

2.6.6 Clause 5.4;

2.6.7 Clause 5.5;

- 2.6.8 Clause 6.4;
- 2.6.9 Clause 8.2;
- 2.6.10 Clause 8.4;
- 2.6.11 Clause 19; and
- 2.6.12 Schedule 1

2.7 If **paragraph 1.4** applies:

2.7.1 **clause 14.1** (Provision of Services) shall be deemed to be an obligation on the part of the Management Company to carry out those Estate Services so specified in the Landlord's Notice and an obligation on the part of the Landlord to carry out those Estate Services so specified in the Landlord's Notice; and

2.7.2 references to "the Landlord" in **clause 14.2** (Employment of agents and contractors) and in **clause 14.3** (Limitation on liability) shall be construed as references to, "the Landlord or the Management Company (as the case may be)".

2.8 In the event that the Management Company is in material default of its obligations under this Lease or the Management Company Deed of Covenant, the Landlord shall procure the performance of such obligations.

**SCHEDULE 4**

**Principal Rent**

[REDACTED]

[REDACTED]

**Part 1 - Definitions**

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**Part 2 – Calculation and Payment**

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3.

[Redacted]

4.

[Redacted]

[Redacted]

5.

[Redacted]

6.

[Redacted]

7.

[Redacted]

7.1

[Redacted]

7.2

[Redacted]

7.3

[Redacted]

8.

[Redacted]

9.

[Redacted]

10.



10.1



10.2



10.3



11.



11.1



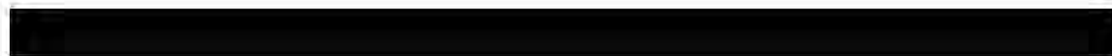
11.2



12.



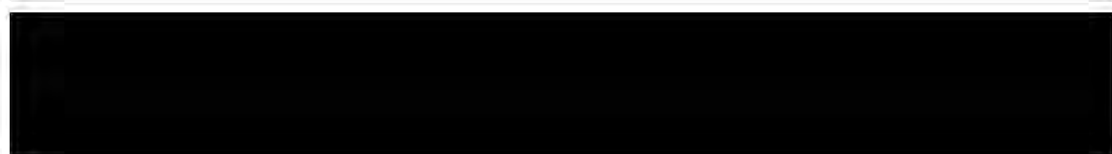
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13.1



13.2



13.3



13.4





14.

[Redacted]

14.1

[Redacted]

14.1.1

[Redacted]

14.1.2

[Redacted]

15.

[Redacted]

15.1

[Redacted]

15.2

[Redacted]

[Redacted]

16.

[Redacted]

17.

[Redacted]

**Part 3 – Expert Determination**

1.

[Redacted]

2.

[Redacted]

3.

[Redacted]

4.

[Redacted]

5.

[Redacted]

6.

[Redacted]

7.

[Redacted]

**Part 4 – Gross Income**

[Redacted]

1.

[Redacted]

2.

[Redacted]

3.

[Redacted]

4.

[Redacted]

5.

[Redacted]

6.

[REDACTED]

7.

[REDACTED]

8.

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

11.

[REDACTED]

12.

[REDACTED]

13.

[REDACTED]

14.

[REDACTED]

15.

[REDACTED]

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(c)

[REDACTED]

**Part 5 - Operating Expenses**

1.



1.1



1.2



1.3



1.4



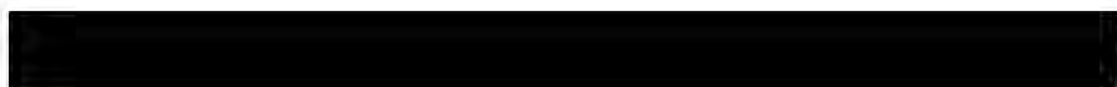
1.5



1.6



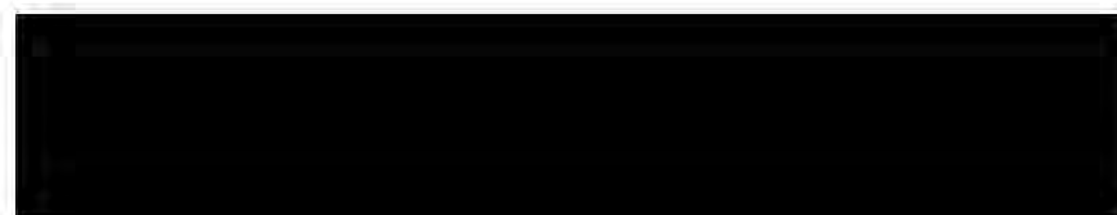
1.7



1.8



1.9



1.10



1.11

[Redacted]

1.12

[Redacted]

1.13

[Redacted]

1.14

[Redacted]

1.15

[Redacted]

1.16

[Redacted]

1.17

[Redacted]

1.18

[Redacted]

1.19

[Redacted]

1.20

[Redacted]

1.21

[Redacted]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

2.

[Redacted]

2.1



2.2



2.3



2.4



2.5

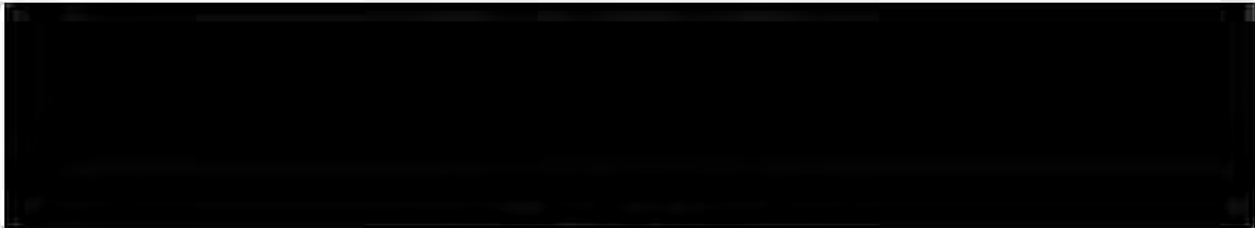


2.6

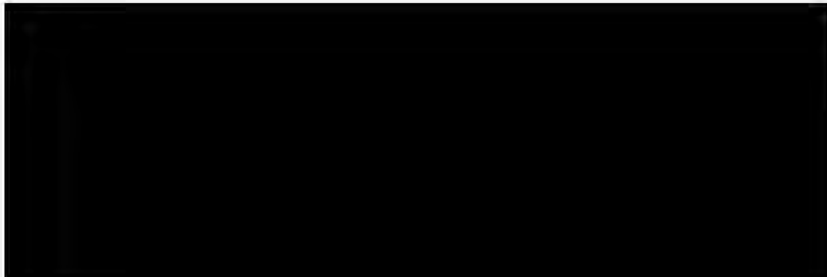


# SCHEDULE 5

## Performance Premium



### Part 1 - Definitions



[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**Part 2 – Calculation and Payment**

1. [REDACTED]
2. [REDACTED]
  - 2.1 [REDACTED]
  - 2.2 [REDACTED]



[REDACTED]

3.

[REDACTED]

3.1

[REDACTED]

3.2

[REDACTED]

4.

[REDACTED]

4.1

[REDACTED]

4.2

[REDACTED]

4.3

[REDACTED]

4.4

[REDACTED]

4.5

[REDACTED]

4.6

[REDACTED]

4.7

[REDACTED]

4.8

[REDACTED]

5.

[REDACTED]

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

6.

[REDACTED]

6.1

[REDACTED]

6.2

[REDACTED]

7.

[REDACTED]

8.

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

10.1

[REDACTED]

10.2

[REDACTED]

[REDACTED]

11.

[REDACTED]

11.1

[REDACTED]

11.2

[REDACTED]

11.3

[Redacted]

11.4

[Redacted]

12.

[Redacted]

12.1

[Redacted]

12.2

[Redacted]

12.3

[Redacted]

13.

[Redacted]

14.

[Redacted]

14.1

[Redacted]

14.2

[Redacted]

15.

[Redacted]

16.

[Redacted]

17.

[Redacted]

[REDACTED]

17.1

[REDACTED]

17.2

[REDACTED]

17.3

[REDACTED]

[REDACTED]

**Part 3 – Expenditure**

[REDACTED]

1.

[REDACTED]

2.

[REDACTED]

2.1

[REDACTED]

2.2

[REDACTED]

2.3

[REDACTED]

3.

[REDACTED]

4.

[REDACTED]

5.

[REDACTED]

6.

[Redacted]

7.

[Redacted]

8.

[Redacted]

9.

[Redacted]

10.

[Redacted]

11.

[Redacted]

**Part 4 – Revenue**

[Redacted]

1.

[Redacted]

2.

[Redacted]

3.

[Redacted]

4.

[Redacted]

5.

[Redacted]

6.

[Redacted]

7.

[REDACTED]

8.

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

11.

[REDACTED]

12.

[REDACTED]

13.

[REDACTED]

14.

[REDACTED]

15.

[REDACTED]

16.

[REDACTED]

17.

[REDACTED]

18.

[REDACTED]

18.1

[REDACTED]

18.2

[REDACTED]

**SCHEDULE 6**

**Development Premium**



**Part 1 - Definitions**



(i)

[Redacted]

(ii)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

(d)

[Redacted]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

[Redacted]

[Redacted]

**Part 2 – Calculation and Payment**

1.

[Redacted]



[REDACTED]

2.

[REDACTED]

3.

[REDACTED]

4.

[REDACTED]

5.

[REDACTED]

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

5.4

[REDACTED]

5.4.1

[REDACTED]

[Redacted]

5.4.2

[Redacted]

6.

[Redacted]

6.1

[Redacted]

6.2

[Redacted]

6.3

[Redacted]

7.

[Redacted]

7.1

[Redacted]

7.2

[Redacted]

8.

[Redacted]

9.

[Redacted]

9.1

[Redacted]

9.2

[Redacted]

10.

[Redacted]

11.

[REDACTED]

[REDACTED]

12.

[REDACTED]

13.

[REDACTED]

13.1

[REDACTED]

13.2

[REDACTED]

[REDACTED]

14.

[REDACTED]

15.

[REDACTED]

15.1

[REDACTED]

15.2

[REDACTED]

15.3

[REDACTED]

Part 3 – Development Costs

[Redacted]

1. [Redacted]

2. [Redacted]

3. [Redacted]

4. [Redacted]

5. [Redacted]

6. [Redacted]

7. [Redacted]

8. [Redacted]

9. [Redacted]

10. [Redacted]

11. [Redacted]

12. [Redacted]

13. [Redacted]

14.

[REDACTED]

15.

[REDACTED]

16.

[REDACTED]

17.

[REDACTED]

[REDACTED]

**SCHEDULE 7**  
**Fixed Estate Charge**

**RECITALS**

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]
- (F) [REDACTED]
- (G) [REDACTED]

**1. Definitions**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[Redacted text block]

2. [Redacted text]

2.1 [Redacted text]

2.2 [Redacted text]

2.3 [Redacted text]

3. [Redacted text]

3.1 [Redacted text]

3.1.1 [Redacted text]

3.1.2 [Redacted text]

3.1.3

[REDACTED]

3.2

[REDACTED]

4.

[REDACTED]

4.1

[REDACTED]

4.1.1

[REDACTED]

4.1.2

[REDACTED]

[REDACTED]

4.1.3

[REDACTED]

4.1.4

[REDACTED]

4.2

[REDACTED]

4.3

[REDACTED]

4.3.1

[REDACTED]

4.3.2

[REDACTED]

4.3.3

[REDACTED]

4.3.4

[REDACTED]



4.4

[REDACTED]

4.5

[REDACTED]

4.6

[REDACTED]

4.6.1

[REDACTED]

4.6.2

[REDACTED]

5.

[REDACTED]

[REDACTED]

6.

[REDACTED]

[REDACTED]

6.1

[REDACTED]

6.2

[REDACTED]

6.3

[REDACTED]

6.3.1

[REDACTED]

6.3.2

[REDACTED]

7.

[REDACTED]

[REDACTED]

7.1

[REDACTED]

7.2

[REDACTED]

8.

[REDACTED]

**SIGNED** as a deed by )  
**LONDON LEGACY DEVELOPMENT** )  
**CORPORATION** )  
acting by two directors or by one )  
director and the company secretary: )

**Director**

**Director / Secretary**

**SIGNED** as a deed by )  
**INNOVATION CITY (LONDON) LIMITED** )  
acting by a director and its secretary )  
or two directors )

**Director**

**Director / Secretary**

# **APPENDIX 1**

## **Official Copies**





Official copy  
of register of  
title

Title number EGL533902

Edition date 07.06.2012

- This official copy shows the entries in the register of title on 5 July 2012 at 16:00:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 8 August 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Wales Office.

## A: Property register

This register describes the land and estate comprised in the title.

### HACKNEY

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south eastern side of Eastway, London.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 The Conveyance of land within the land edged yellow and tinted brown on the title plan dated 11 September 1956 referred to in the Charges Register contains a provision relating to the creation of easements as therein mentioned.

- 3 Pursuant to a Transfer dated 13 January 2004 made between (1) The Mayor and Burgesses of the London Borough of Hackney (Transferor) and (2) The Secretary of State for Transport (Transferee), the stratum of subsoil beneath the land edged and numbered 1 in blue on the title plan comprising part of the Channel Tunnel Rail Link is excluded from this title. Details of the extent of land excluded are contained in the Transfer.

NOTE: Copy filed under LN12297.

- 4 (04.11.2009) The land has the benefit of the rights granted by a Deed of Grant dated 18 September 2009 made between (1) London & Continental Railways Limited, (2) London Development Agency and (3) Olympic Delivery Authority.

NOTE:-Copy filed under EGL557874.

- 5 (28.07.2010) The edged and numbered 6 in blue on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

## A: Property register continued

- 6 (28.07.2010) The edged and numbered 4 in blue on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 7 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F09 dated 13 August 2010 referred to in the Charges Register.
- 8 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F06 dated 13 August 2010 referred to in the Charges Register.
- 9 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F17 dated 13 August 2010 referred to in the Charges Register.
- 10 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H17 dated 13 August 2010 referred to in the Charges Register.
- 11 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F07 dated 13 August 2010 referred to in the Charges Register.
- 12 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H07 dated 13 August 2010 referred to in the Charges Register.
- 13 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H05 dated 13 August 2010 referred to in the Charges Register.
- 14 (26.05.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H06 dated 2 December 2010 referred to in the Charges Register.

## B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (01.06.2012) PROPRIETOR: LONDON LEGACY DEVELOPMENT CORPORATION of Level 10, 1 Stratford Place, Westfield Stratford City, Montfichet Road, London E20 1EJ.
- 2 (12.01.2009) RESTRICTION: No disposition other than a lease for a term expiring less than ten years after the date of the lease of the part of the registered estate edged yellow and edged brown on the title plan by the proprietor of the registered estate is to be completed by registration without a written consent signed by The Mayor and Burgesses of the London Borough of Hackney of Town Hall, Mare Street, London E8 1EA or their conveyancer or authorised officer.
- 3 (11.03.2010) RESTRICTION: No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 15 of the Deed of Easement dated 20 October 2009 and made between London Development Agency (1) and EDF Energy (IDNO) Limited (2) have been complied with.

## C: Charges register

This register contains any charges and other matters that affect the land.

- 1 The land tinted pink and tinted mauve on the title plan is subject to the restrictions, covenants and obligations and rights of way mentioned and described in an Indenture and Release dated 28 June 1833 made between (1) Helena Shaw Lefevre (2) Charles Shaw Lefevre and (3) The Company Of Proprietors Of The East London Waterworks so far as the same are still subsisting and enforceable.

NOTE: No particulars of the Deed were produced on first registration.

- 2 A Conveyance of the land tinted yellow on the title plan and other land dated 4 August 1903 made between (1) East London Waterworks Company (2) Gerald Anthony Shaw Lefevre St. John Mildmay and (3) Samuel Whitbread and Sir Henry Paulet St. John Mildmay refers to restrictive covenants.

NOTE 1: No copies of the Releases dated 28 June 1833 and 3 May 1834 referred to are filed at the Land Registry

NOTE 2: Copy filed under 86943.

- 3 The land tinted pink on the title plan is subject to the exceptions reservations and restrictive covenants contained in the Conveyance dated 4 August 1903 referred to above.

- 4 The parts of the land edged yellow and tinted brown on the title plan affected thereby are subject to the rights granted by a Conveyance dated 5 July 1927 made between (1) Metropolitan Water Board, and (2) The Mayor and Alderman and Councillors of the Metropolitan Borough of Hackney and (3) The London County Council.

NOTE: Copy filed under LN142467.

- 5 The land edged and numbered 2 in blue on the title plan is subject to drainage works authorised by the Lee Conservancy Catchment Board Act 1938 and the Acts incorporated therewith, and to rights of entry ancillary thereto as mentioned in a Deed of Grant dated 11 October 1951 made between (1) The Manor Charitable Trustees (Registered) and (2) The Lee Conservancy Catchment Board.

NOTE: Copy filed under 25180.

- 6 A Conveyance of land within the land edged yellow and tinted brown on the title plan dated 11 September 1956 made between (1) Metropolitan Water Board and (2) Central Electricity Authority contains restrictive covenants.

NOTE: Copy filed under LN142467.

- 7 The parts of the land edged yellow and tinted brown on the title plan affected thereby are subject to the rights reserved and contained in the Conveyance dated 11 September 1956 referred to above.

- 8 The parts of the land edged yellow on the title plan affected thereby are subject to the rights granted by a Deed dated 23 May 1966 made between (1) Greater London Council and (2) Metropolitan Water Board.

The said Deed also contains restrictive covenants.

NOTE: Copy filed under LN12297.



## C: Charges register continued

- 9 A Conveyance of the land tinted pink and tinted mauve on the title plan dated 23 May 1966 made between (1) Metropolitan Water Board and (2) Greater London Council contains restrictive covenants.

*NOTE: Copy filed under LN12297.*

- 10 By the Conveyance dated 23 May 1966 referred to above the rights, exceptions, reservations and certain of the covenants contained in the Conveyance dated 4 August 1903 referred to above were expressed to be released.
- 11 The land tinted pink and tinted mauve on the title plan is subject to the rights reserved by the Conveyance dated 23 May 1966 referred to above.
- 12 The land edged and numbered 2 and 3 in blue on the title plan is subject to the rights reserved by a Transfer thereof dated 21 October 1971 made between (1) The Manor Charitable Trustees (Registered) and (2) Altbarn Properties Limited.

*NOTE: Original filed under LN26594.*

- 13 The land edged and numbered 2 and 3 in blue on the title plan is subject to the right of way granted by a Deed dated 29 January 1976 made between (1) The Representative Body of the Church in Wales (2) Tibbett & Britten Limited and (3) The Manor Charitable Trustees (Registered).

*NOTE: Original filed under LN26594.*

- 14 By the Deed dated 29 January 1976 referred to above the right of way reserved by the Transfer dated 21 October 1971 referred to above was expressed to be released.
- 15 The parts of the land affected thereby are subject to the following rights granted by a Lease of a Transformer Chamber edged and numbered 5 in blue on the title plan dated 9 August 1995 referred to in the schedule of leases hereto:-

"TOGETHER WITH the rights for the Tenant from time to time as set out hereunder and its contractors or agents and their respective servants and workmen at all times during the term hereby granted (the "Term"):

1.1 the right for the Tenant from time to time to install and during the continuance of the term hereby created to maintain on the demised premises such transforming and other plant and apparatus as may from time to time be requisite for the purposes of the Tenant's undertaking

1.2 the right for the Tenant to take in and expel air from and over the land adjoining the ventilators indicated on the said plan by the colour blue

1.3 full right and liberty for the Tenant and persons authorised by them to go pass and repass at all times and for all purposes with or without vehicles over and along the land edged brown on the Plan

1.4 full right and liberty to lay use and maintain electric lines with any conduits or pipes and other apparatus through or under that part of the Landlord's premises coloured green (the "Land") on the Plan as may in the opinion of the Tenant from time to time be requisite for connecting the said transforming and other plant and apparatus with the Tenant's distributing mains in the adjacent public streets or elsewhere

1.5 to break up the surface of the Land so far as may be necessary from

## C: Charges register continued

time to time for the purpose of laying electric lines under or over the Land or of relaying repairing maintaining or removing any electric lines conduits pipes or other appurtenances so laid but so that the Tenant in exercising such rights shall not cause unnecessary damage to the Land and shall restore the surface thereof as far as practicable to its former condition."

*NOTE: Copy lease filed under EGL339021.*

16 (26.02.2008) The land in this title having been acquired under the London Olympic Games and Paralympic Games Act 2006 and any relevant order made thereunder, any easements or restrictive covenants (not otherwise set out on this title) affecting the land at the date of the commencement of the Act or such relevant order have been extinguished under section 295(1) Housing Act 1985 (except to the extent provided for in section 295(2) Housing Act 1985) as applied by section 36(3)(b) London Olympic Games and Paralympic Games Act 2006.

17 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

18 (29.03.2010) The land is subject to the rights granted by a Deed of Grant dated 20 October 2009 made between (1) London Development Agency and (2) EDF Energy (IDNO) Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under EGL533913.*

19 (15.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of the Electricity Substation shown edged and numbered 7 in blue on the title plan dated 7 May 2010 referred to in the schedule of leases hereto.

The said deed also contains covenants by the Landlord.

*NOTE: Copy lease filed under EGL572738.*

20 (15.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of the Switching Substation shown edged and numbered 8 in blue on the title plan dated 7 May 2010 referred to in the schedule of leases hereto.

The said deed also contains covenants by the Landlord.

*NOTE: Copy lease filed under EGL572785.*

21 (15.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of the Electricity Substation shown edged and numbered 9 in blue on the title plan dated 7 May 2010 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under EGL533902 .*

22 (16.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Substation, Velopark, Olympic Park dated 7 May 2010 made between (1) London Development Agency and (2) EDF Energy (IDNO) Limited.

*NOTE:-Copy filed under EGL533906.*

## C: Charges register continued

- 23 (16.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Substation, Basketball Centre, Olympic Park dated 7 May 2010 made between (1) London Development Agency and (2) EDF Energy (IDNO) Limited.

*NOTE:-Copy filed under EGL533906.*

- 24 (02.08.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of the Electricity Substation shown edged and numbered 10 in blue on the title plan dated 9 July 2010 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed.*

- 25 (02.08.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of the Electricity Substation shown edged and numbered 11 in blue on the title plan dated 9 July 2010 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed.*

- 26 (05.10.2010) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 27 September 2010 made between (1) London Development Agency and (2) Fulcrum Pipelines Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE:-Copy filed under 63721.*

- 27 (11.10.2010) A Deed of Grant in respect of Bridge F09 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 28 (11.10.2010) A Deed of Grant in respect of Bridge F06 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 29 (11.10.2010) A Deed of Grant in respect of Bridge F17 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 30 (11.10.2010) A Deed of Grant in respect of Bridge H17 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 31 (11.10.2010) A Deed of Grant in respect of Bridge F07 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

## C: Charges register continued

- 32 (11.10.2010) A Deed of Grant in respect of Bridge H07 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 33 (11.10.2010) A Deed of Grant in respect of Bridge H05 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 34 (11.10.2010) A Deed of Grant in respect of Bridge E31 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 35 (03.11.2010) By a Transfer dated 30 September 2010 by London Development Agency to Olympic Park Legacy Company Limited the land in this title was transferred subject as therein mentioned.

*NOTE: Copy filed under 63721.*

- 36 (15.11.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 12 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said deed also contains covenants by the landlord.

*NOTE: Copy lease filed.*

- 37 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 17 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 38 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 13 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 39 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 14 in blue on the title plan dated 8 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 40 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and

## C: Charges register continued

numbered 15 in blue on the title plan dated 8 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 41 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 16 in blue on the title plan dated 8 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 42 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 19 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 43 (15.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 20 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 44 (22.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 21 in blue on the title plan dated 22 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 45 (22.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 22 in blue on the title plan dated 22 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

- 46 (22.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 23 in blue on the title plan dated 22 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

## C: Charges register continued

47 (22.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 24 in blue on the title plan dated 22 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

48 (22.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 25 in blue on the title plan dated 22 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

49 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 26 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

50 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 27 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

51 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 28 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

52 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 29 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

53 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 30 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

## C: Charges register continued

54 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 31 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

55 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 32 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

56 (23.11.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 33 in blue on the title plan dated 28 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

57 (14.12.2010) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 18 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

58 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 34 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

59 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 35 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

60 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 36 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

## C: Charges register continued

61 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 37 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto..

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

62 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 38 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

63 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 39 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

64 (20.12.2010) The parts of the land affected thereby are subject to the rights' granted by a Lease of an Electricity Sub Station shown edged and numbered 40 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

65 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 41 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224099.*

66 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 42 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224100.*

67 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 43 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224101.*



## C: Charges register continued

68 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 44 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224103.*

69 (20.12.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 45 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224105.*

70 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 46 in blue on the title plan dated 14 October 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224697.*

71 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 47 in blue on the title plan dated 22 October 2010 referred to in the schedule of lease hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224698.*

72 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 48 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under AGL224700.*

73 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 49 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

74 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 52 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

## C: Charges register continued

75 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 51 in blue on the title plan dated 19 November 2010 referred to in the schedule of leases hereto.

The said Deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

76 (04.01.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electricity Sub Station shown edged and numbered 50 in blue on the title plan dated 19.11.2010 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed.*

77 (26.05.2011) A Deed of Grant in respect of Bridge H06 dated 2 December 2010 made between (1) British Waterways Board and (2) Olympic Park Legacy Company Limited contains restrictive covenants.

*NOTE: Copy filed under 167920.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	Edged and numbered 5 in blue	Transformer Chamber	09.08.1995 99 years from 09/08/1995	EGL339021
	<i>NOTE: See entry in the Charges Register relating to the rights granted by this lease.</i>			
2	14.06.2010 Edged and numbered 7 in blue	Electricity Substation	07.05.2010 From 7.5.2010 to 19.10.2018	EGL572738
	<i>NOTE: See entry in the Charges Register relating to the restrictive covenants and easements contained in this lease.</i>			
3	15.06.2010 Edged and numbered 8 in blue	Switching Substation	07.05.2010 From 7.5.2010 to 19.10.2018	EGL572785
	<i>NOTE: See entry in the Charges Register relating to the restrictive covenants and easements contained in the lease.</i>			
4	08.06.2010 Edged and numbered 9 in blue on the title plan	Electricity Substation	07.05.2010 6 years from 7.5.2010	
	<i>NOTE: See entry in the Charges Register relating to the easements granted in the lease.</i>			

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
5	02.08.2010 Edged and numbered 10 in blue on the title plan NOTE: See entry in the Charges Register relating to the easements granted in the lease.	Electricity Substation	09.07.2010 6 years from 9.7.2010	
6	02.08.2010 Edged and numbered 11 in blue on the title plan NOTE: See entry in the Charges Register relating to the easements granted in the lease.	Electricity Substation	09.07.2010 6 years from 9.7.2010	
7	15.11.2010 Edged and numbered 12 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	14.10.2010 6 years from 14.10.2010	
8	15.11.2010 edged and numbered 17 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	14.10.2010 6 years from 14.10.2010	
9	15.11.2010 edged and numbered 13 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	14.10.2010 6 years from 14.10.2010	
10	15.11.2010 edged and numbered 14 in blue on the title plan NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	08.10.2010 6 years from 8.10.2010	
11	15.11.2010 Edged and numbered 15 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	08.10.2010 6 years from 8.10.2010	
12	15.11.2010 Edged and numbered 16 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	08.10.2010 6 years from 8.10.2010	

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
13	15.11.2010 Edged and numbered 19 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	14.10.2010 6 years from 14.10.2010	
14	15.11.2010 Edged and numbered 20 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	14.10.2010 6 years from 14/10/2010	
15	22.11.2010 Edged and numbered 21 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Substation	22.10.2010 6 years from 22/10/2010	
16	22.11.2010 Edged and numbered 22 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Substation	22.10.2010 6 years from 22/10/2010	
17	22.11.2010 Edged and Numbered 23 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Substation	22.10.2010 6 years from 22/10/2010	
18	22.11.2010 Edged and Numbered 24 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Substation	22.10.2010 6 years from 22/10/2010	
19	22.11.2010 Edged and numbered 25 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Substation	22.10.2010 6 years from 22/10/2010	
20	23.11.2010 Edged and Numbered 26 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease	Electricity Sub. Station	28.10.2010 6 years from 28/10/2010	

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
21	23.11.2010 Edged and Numbered 27 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
22	23.11.2010 Edged and Numbered 28 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
23	23.11.2010 Edged and Numbered 29 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
24	23.11.2010 Edged and numbered 30 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
25	23.11.2010 Edged and Numbered 31 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
26	23.11.2010 Edged and Numbered 32 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
27	23.11.2010 Edged and Numbered 33 in Blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	28.10.2010 6 years from 28/10/2010	
28	14.12.2010 Edged and numbered 18 in blue on the title plan NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	14.10.2010 From 14/10/2010 to 19/10/2108	

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
29	20.12.2010 Edged and Numbered 34 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
30	20.12.2010 Edged and Numbered 35 in blue NOTE: See entry in the Charges Register relating to the rights granted by the Lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
31	20.12.2010 Edged and Numbered 36 in blue NOTE: See entry in the Charges Register relating to the rights granted by the lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
32	20.12.2010 Edged and Numbered 37 in blue NOTE: See entry in the charges register relating to the rights granted by the lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
33	20.12.2010 Edged and Numbered 38 in blue NOTE: See entry in the Charges Register relating to the rights granted by the lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
34	20.12.2010 Edged and Numbered 39 in blue NOTE: See entry in the Charges Register relating to the rights granted by the lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
35	20.12.2010 Edged and Numbered 40 in blue NOTE: See entry in the Charge register relating to the rights granted by the lease.	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
36	20.12.2010 Edged and Numbered 41 in blue NOTE: See entry in the Charges Register relating to the rights granted by the lease.	Electricity Sub Station	19.11.2010 From and including 19.11.2010 until and including 19.10.2108	AGL224099

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
37	20.12.2010 Edged and Numbered 42 in blue	Electricity Sub Station	19.11.2010 From and including 19.11.2010 until and including 19.10.2108	AGL224100
	NOTE: See entry in the Charges register relating to the rights granted by the lease.			
38	20.12.2010 Edged and Numbered 43 in blue	Electricity Sub Station	19.11.2010 From and including 19.11.2010 until and including 19.10.2108	AGL224101
	NOTE: See entry in the Charges Register relating to the rights granted by the lease.			
39	20.12.2010 Edged and Numbered 44 in blue	Electricity Sub Station	12.11.2010 From and including 19.11.2010 until and including 19.10.2108	AGL224103
	NOTE: See entry in the Charges Register relating to the rights granted by the lease.			
40	20.12.2010 Edged and Numbered 45 in blue	Electricity Sub Station	19.11.2010 From and including 19.11.2010 until and including 19.10.2108	AGL224105
	NOTE: See entry in the Charges Register relating to the rights granted by the lease			
41	04.01.2011 Edged and numbered 46 in blue	Electricity Sub Station	14.10.2010 From and including 14.10.2010 until and including 19.10.2108	AGL224697
	NOTE: See entry in the Charges register relating to the rights granted by the lease.			
42	04.01.2011 Edged and Numbered 47 in blue	Electricity Sub Station	22.10.2010 From and including 22.10.2010 until and including 19.10.2018	AGL224698
	NOTE: See entry in the Charges Register relating to the rights granted by the lease.			

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
43	04.01.2011 Edged and Numbered 48 in blue	Electricity Sub Station	19.11.2010 From and including 19.11. 2010 until and including 19.10.2108	AGL224700
	NOTE: See entry in the Charges Register relating to the rights granted by the lease			
44	04.01.2011 Edged and numbered 49 in blue	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
	NOTE: See entry in the Charges Register relating to the rights granted by the lease.			
45	04.01.2011 Edged and Numbered 52 in blue	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
	NOTE: See entry in the Charges Register relating to the rights granted by the lease.			
46	04.01.2011 Edged and Numbered 51 in blue	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
	NOTE: See entry in the Charges Register relating to the rights granted by the lease.			
47	04.01.2011 Edged and Numbered 50 in blue	Electricity Sub Station	19.11.2010 6 years from and including 19.11.2010	
	NOTE: See entry in the Charges Register relating to the rights granted by the lease			

End of register





THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 25 APR 2013 AT 11:33:07. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE SUFFERS A LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: EGL561805

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

### TOWER HAMLETS

- 1 (13.10.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at White Post Lane, London.

NOTE: As to the part tinted blue on the title plan the River Lee is excluded from the title.

- 2 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F09 dated 13 August 2010 referred to in the Charges Register.
- 3 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F06 dated 13 August 2010 referred to in the Charges Register.
- 4 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F17 dated 13 August 2010 referred to in the Charges Register.
- 5 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H17 dated 13 August 2010 referred to in the Charges Register.
- 6 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge F07 dated 13 August 2010 referred to in the Charges Register.
- 7 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H07 dated 13 August 2010 referred to in the Charges Register.
- 8 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H05 dated 13 August 2010 referred to in the Charges Register.
- 9 (11.10.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge E31 dated 13 August 2010 referred to in the Charges Register.
- 10 (26.05.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Grant in respect of Bridge H06 dated 2 December 2010 referred to in the Charges Register.
- 11 (08.02.2013) The land has the benefit of the rights granted by a Deed dated 30 August 2012 made between (1) Network Rail Infrastructure Limited (2) London Legacy Development Corporation.

NOTE:-Copy filed under EGL266376.

- 12 (18.02.2013) The land has the benefit of the rights granted by a Deed dated 5 February 2013 made between (1) The Mayor and Burgesses of the London Borough of Hackney and (2) London Legacy Development Corporation.

## A: Property Register continued

*NOTE: -Copy filed under EGL266376.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (01.06.2012) PROPRIETOR: LONDON LEGACY DEVELOPMENT CORPORATION of Level 10, 1 Stratford Place, Westfield Stratford City, Montfichet Road, London E20 1EJ.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (13.10.2009) The land in this title having been acquired under the London Olympic Games and Paralympic Games Act 2006 and any relevant order made thereunder, any easements or restrictive covenants (not otherwise set out on this title) affecting the land at the date of commencement of the Act or such relevant order have been extinguished under section 295(1) Housing Act 1985 (except to the extent provided for in section 295(2) Housing Act 1985) as applied by section 36(3)(b) London Olympic Games and Paralympic Games Act 2006.

- 2 (11.10.2010) A Deed of Grant in respect of Bridge F09 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 3 (11.10.2010) A Deed of Grant in respect of Bridge F06 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 4 (11.10.2010) A Deed of Grant in respect of Bridge F17 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 5 (11.10.2010) A Deed of Grant in respect of Bridge H17 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 6 (11.10.2010) A Deed of Grant in respect of Bridge F07 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 7 (11.10.2010) A Deed of Grant in respect of Bridge H07 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 8 (11.10.2010) A Deed of Grant in respect of Bridge H05 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

## C: Charges Register continued

*NOTE: Copy filed under EGL266376.*

- 9 (11.10.2010) A Deed of Grant in respect of Bridge E31 dated 13 August 2010 made between (1) British Waterways Board and (2) London Development Agency contains restrictive covenants.

*NOTE: Copy filed under EGL266376.*

- 10 (03.11.2010) By a Transfer dated 30 September 2010 by London Development Agency to Olympic Park Legacy Company Limited the land in this title was transferred subject as therein mentioned.

*NOTE: Copy filed under 63721.*

- 11 (26.05.2011) A Deed of Grant in respect of Bridge H06 dated 2 December 2010 made between (1) British Waterways Board and (2) Olympic Park Legacy Company Limited contains restrictive covenants.

*NOTE: Copy filed under 167920.*

End of register



## **APPENDIX 2**

### **Plans**

Plan 1 – Premises

Plan 1a – Under-Gantry

Plan 2 – Estate

Plan 3 – Access Road - transformation

Plan 4 – Access Road - legacy

Plan 5 – Data Centre footprint

Plan 6 – Duct B

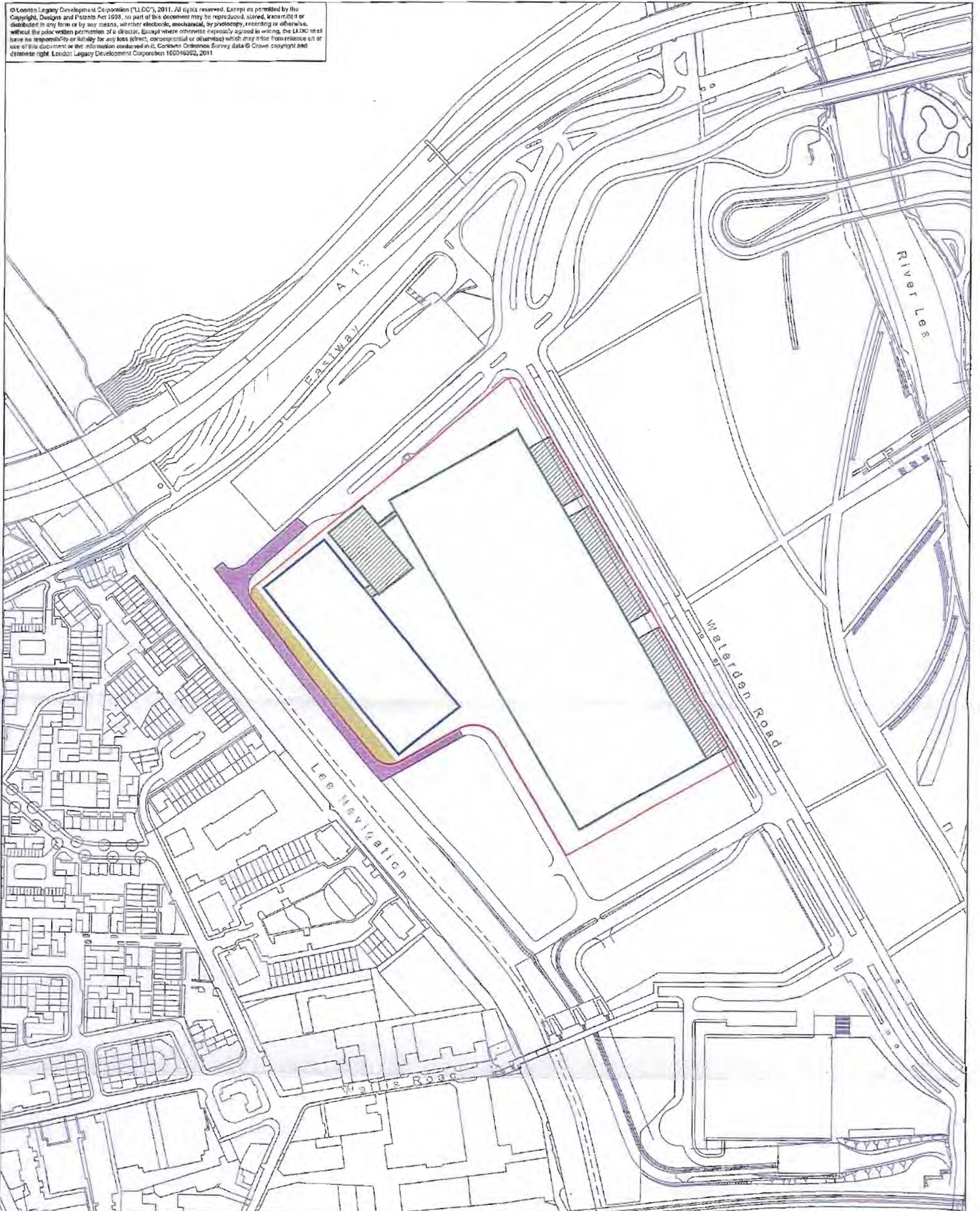
Plan 7 – Duct C

Plan 8 – Public access routes and spaces, and Restricted Areas

Plan 9 – Broadcast Centre Toilet Blocks



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Rev	Description	Drn/Chk	Date
01			Jan. 2012
02		ES CS	20.04.2012
03	Land Registry compliant	ES CS	31.08.2012
04	Eastern alignment	ES CS	04.12.2012
05	For comments	ES CS	14.12.2012
06	For comments	ES CS	17.12.2012
07	Final issue	ES CS	04.01.2013

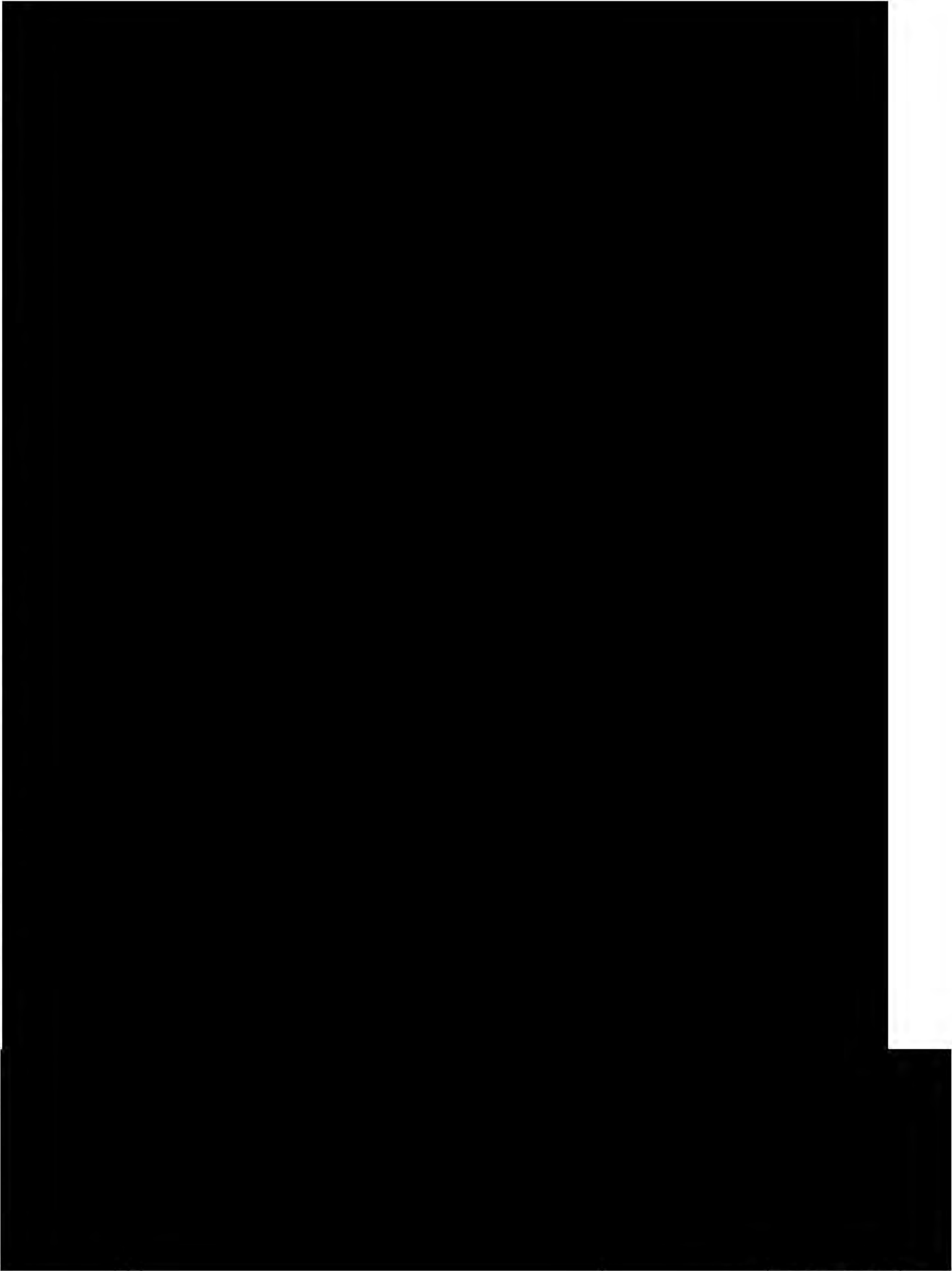
KEY	
	Broadcast Centre building footprint
	Press Centre building footprint
	Media Press Conference Room building footprint
	Extent of the Broadcast Centre and Press Centre demise
	Broadcast Centre gantry
	Canal Land
	Loop road

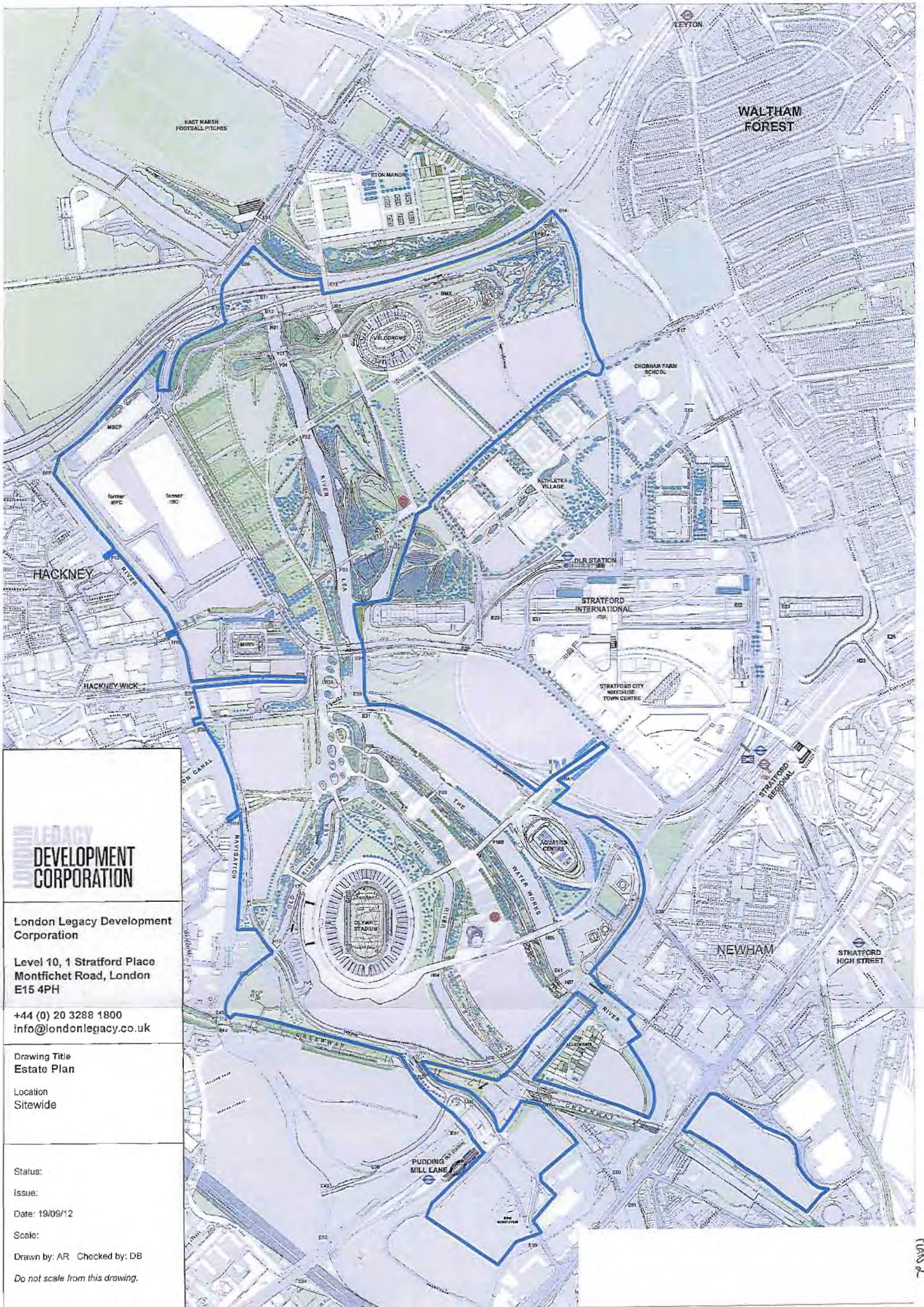
Client		
Organisation	Allies and Morrison Architects	
Project Title	Broadcast and Press Centres	

Drawing Title		Broadcast Centre and Press Centre Boundary Plan	
Scale(A3)	1:2500	Date	04.01.2013
Status	Illustrative		
Dwg. No.	LCS-DWG-ILL-RED-CON-IBC/MPC-002	Rev.	007

Plan 1







**LONDON LEGACY DEVELOPMENT CORPORATION**

London Legacy Development Corporation

Level 10, 1 Stratford Place  
Montfichet Road, London  
E15 4PH

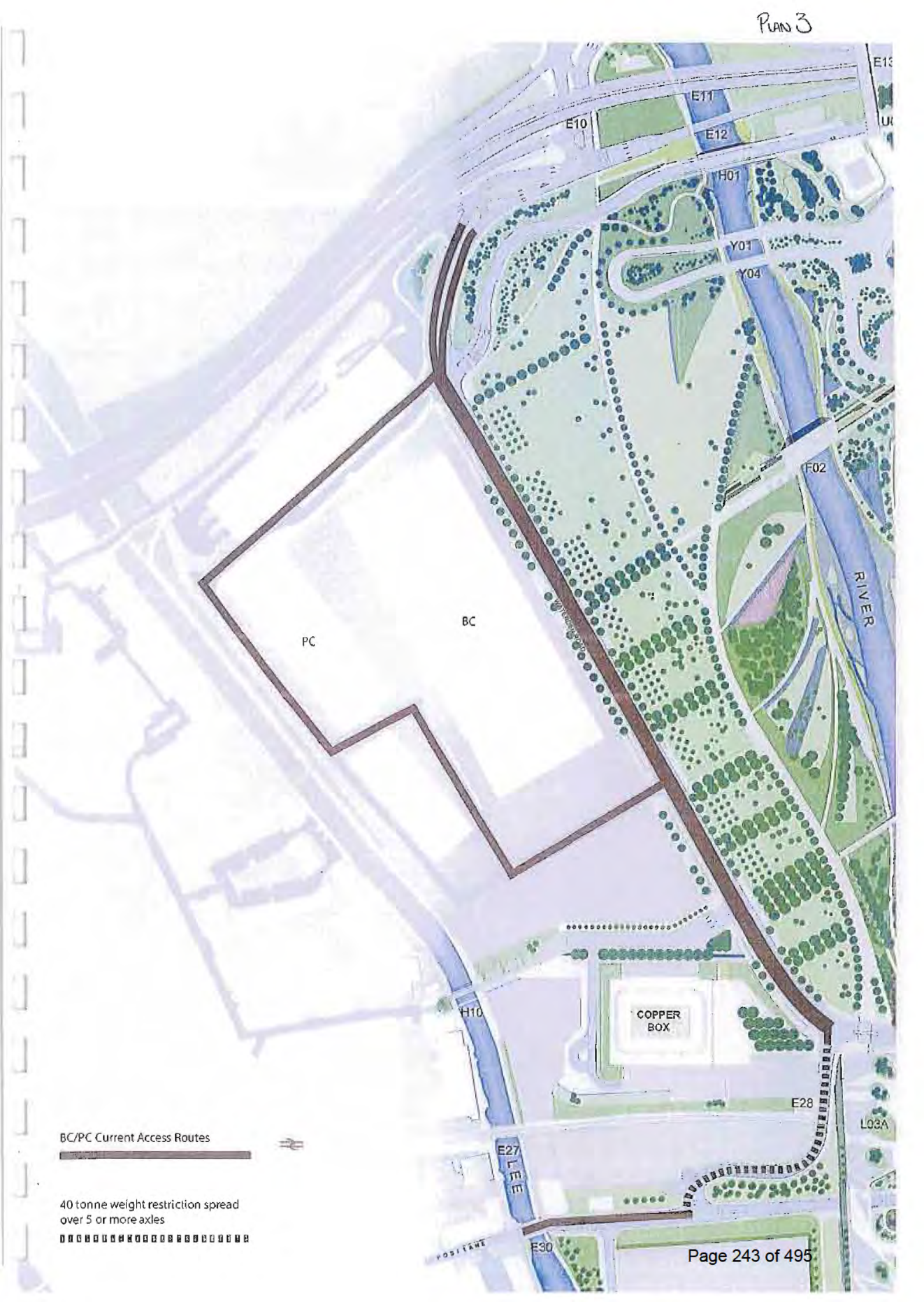
+44 (0) 20 3288 1800  
info@londonlegacy.co.uk

Drawing Title  
Estate Plan

Location  
Sitewide

Status:  
Issue:  
Date: 19/09/12  
Scale:  
Drawn by: AR Checked by: DB  
Do not scale from this drawing.

Plan 2



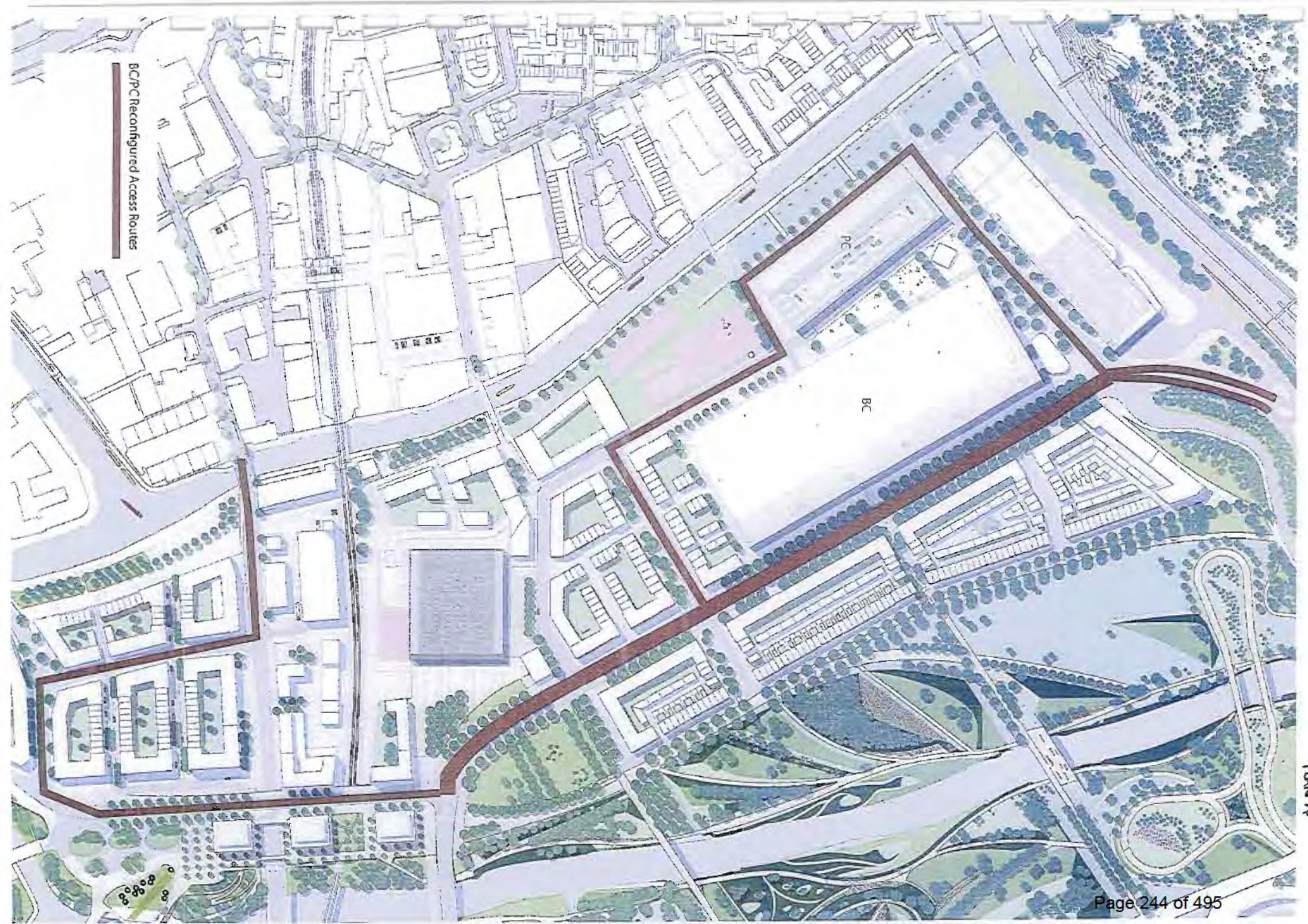
BC/PC Current Access Routes



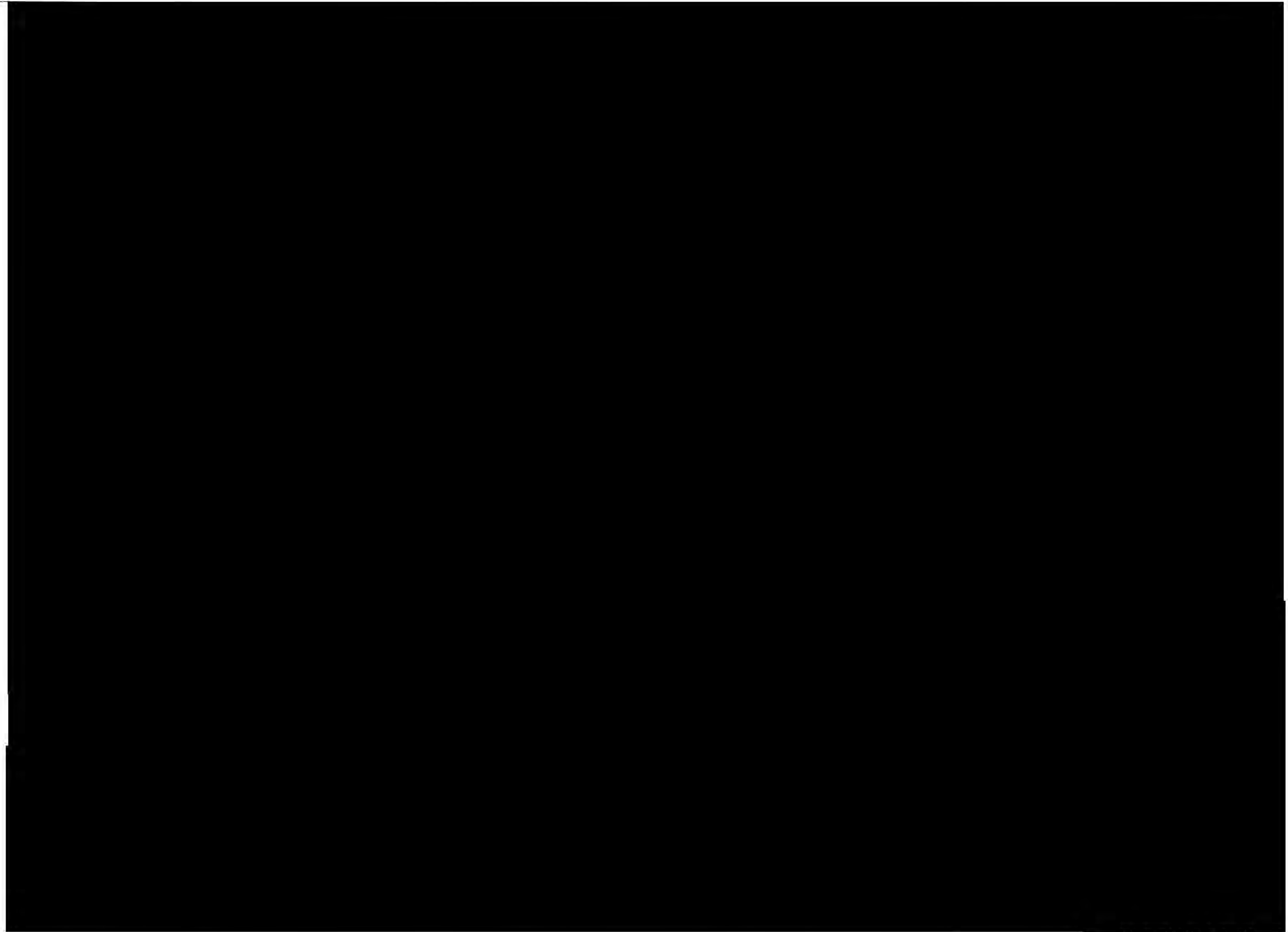
40 tonne weight restriction spread over 5 or more axles



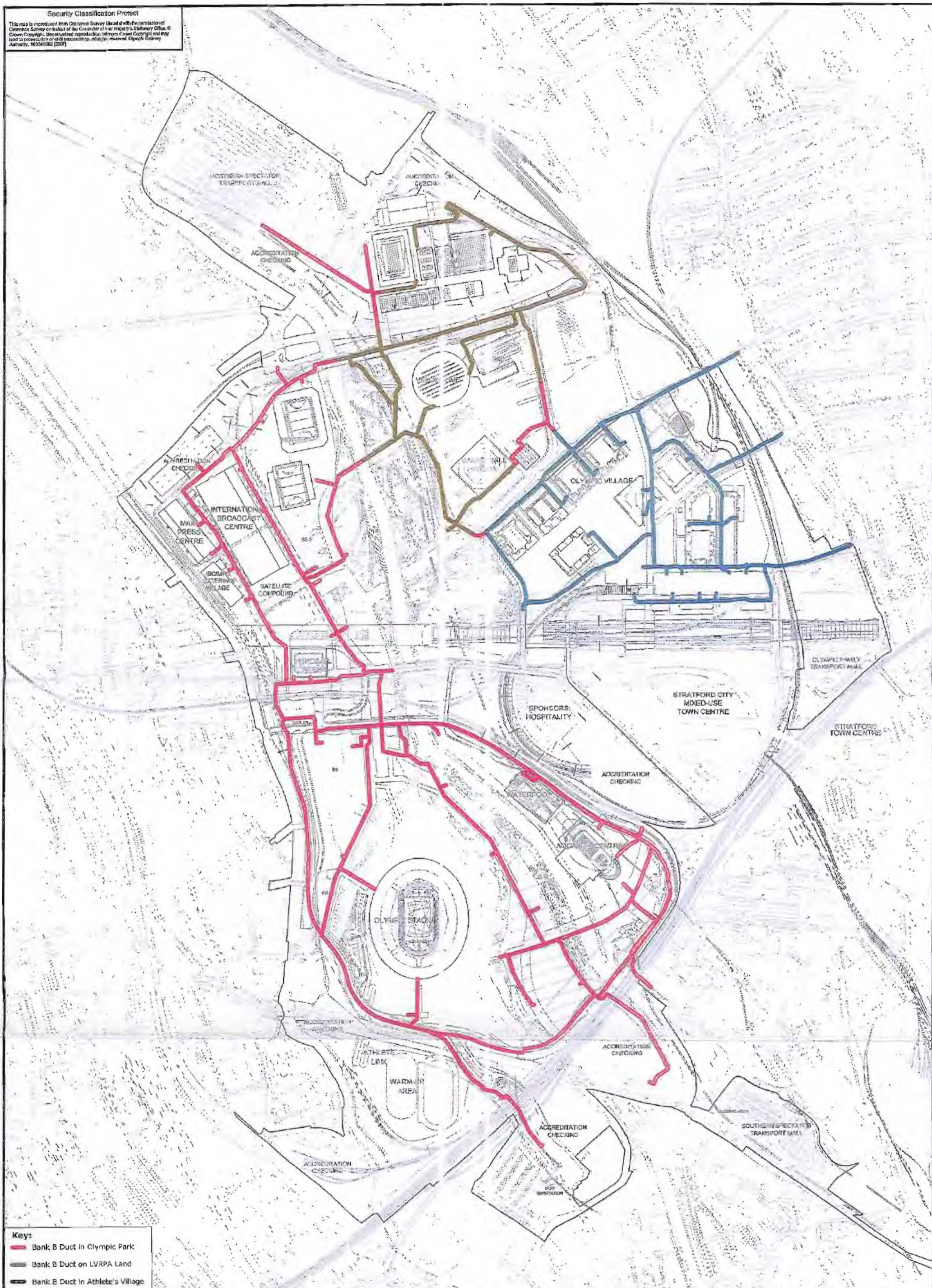
BC/PC Reconfigured Access Routes



Plan 10



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**Key:**

- Bank B Duct in Olympic Park
- Bank B Duct on LVRPA Land
- Bank B Duct in Athlete's Village

Rev	Description	Drawn	Checked	Date
A	Reissue			13/1/12

Do not scale this drawing.  
 Notes:  
 Drawing based on LKN-ATX-PWD-TCW-014-501550019. For information only.

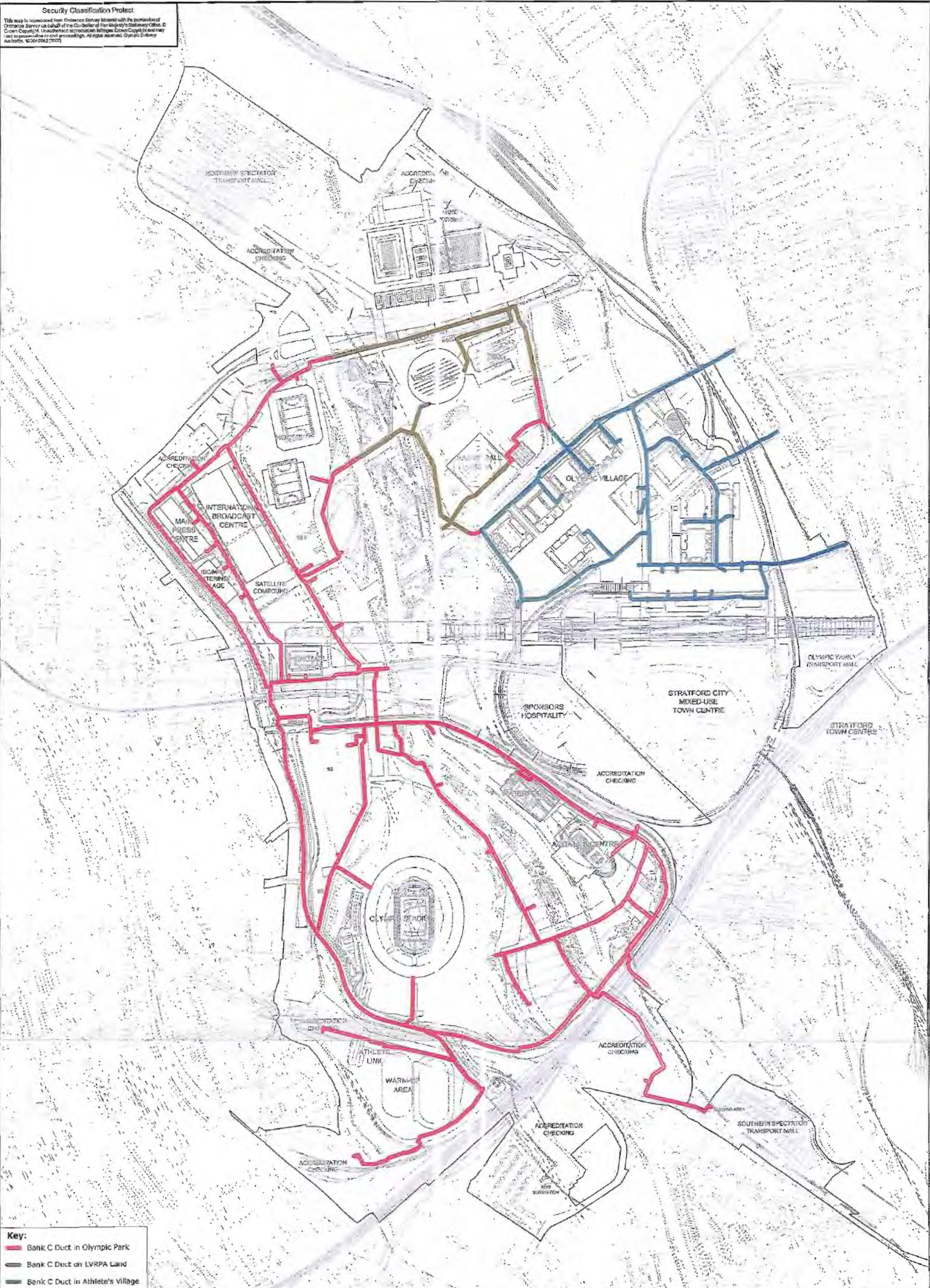
Drawing Title: **BANK B SCHEMATIC**

Date	Scale	Sheet	Drawn
11/10/10	NTS	A3	
FOR INFORMATION			Rev: A

Row 6

**Security Classification Protect**

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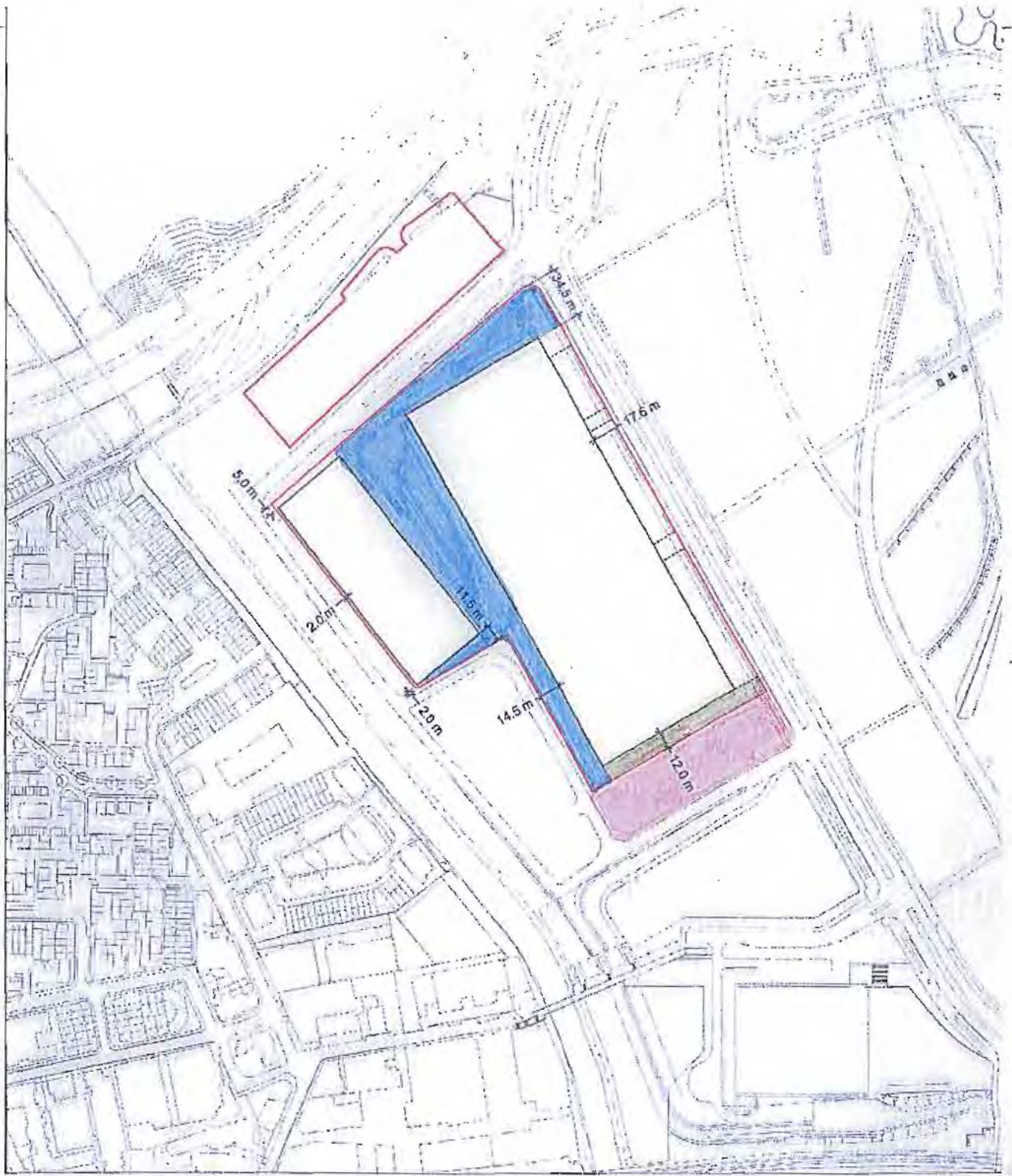
**Key:**  
— Bank C Duct in Olympic Park  
— Bank C Duct on LVRPA Land  
— Bank C Duct in Athlete's Village

Rev	Description	Drawn	Checked	Date

Do not scale this drawing.  
 Notes:  
 Drawing based on LNN-ATK-PWD-TCW-DR-4-5-D150-00 (3). For information only.

Drawing Title		Date	Scale	Rev
BANK C SCHEMATIC		13/11/12	NTS	A3
FOR INFORMATION				A

Plan 7



GMW Architects



London Office  
12 Abchurch Lane  
London EC4A 3DF  
Tel: 020 7424 1000  
www.gmwarchitects.com

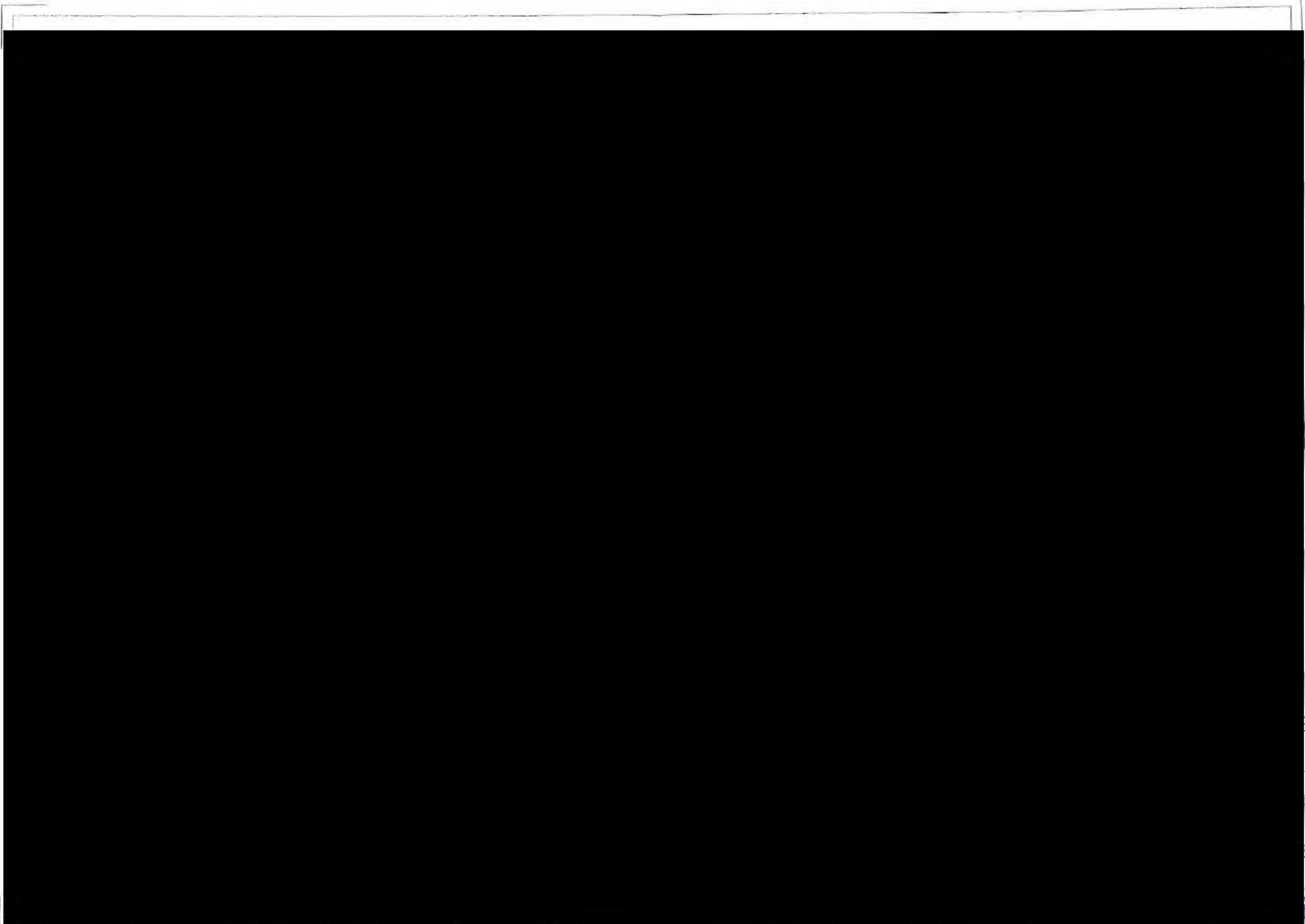
Project  
ICity

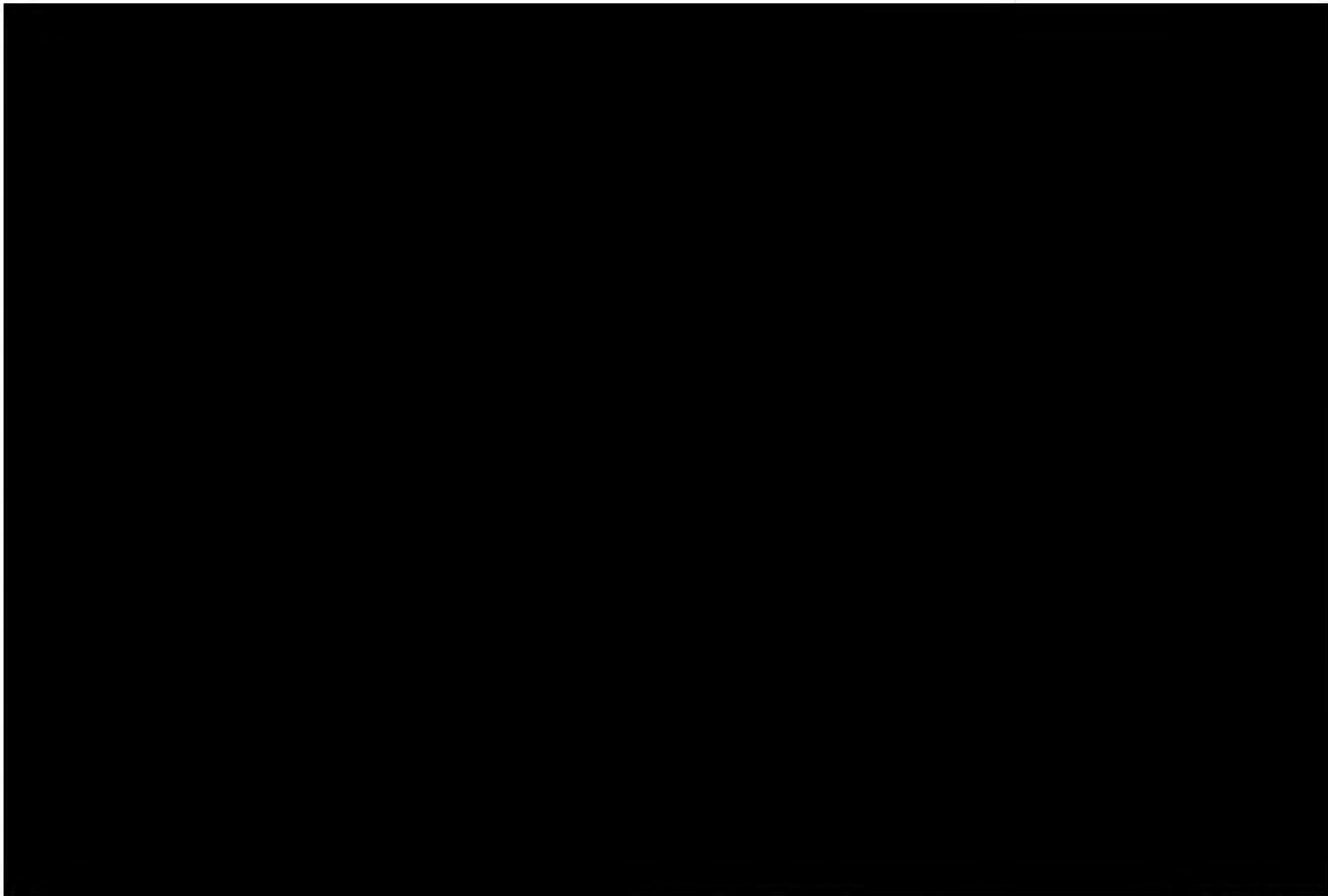
Drawing Title  
Red Line Site Plan

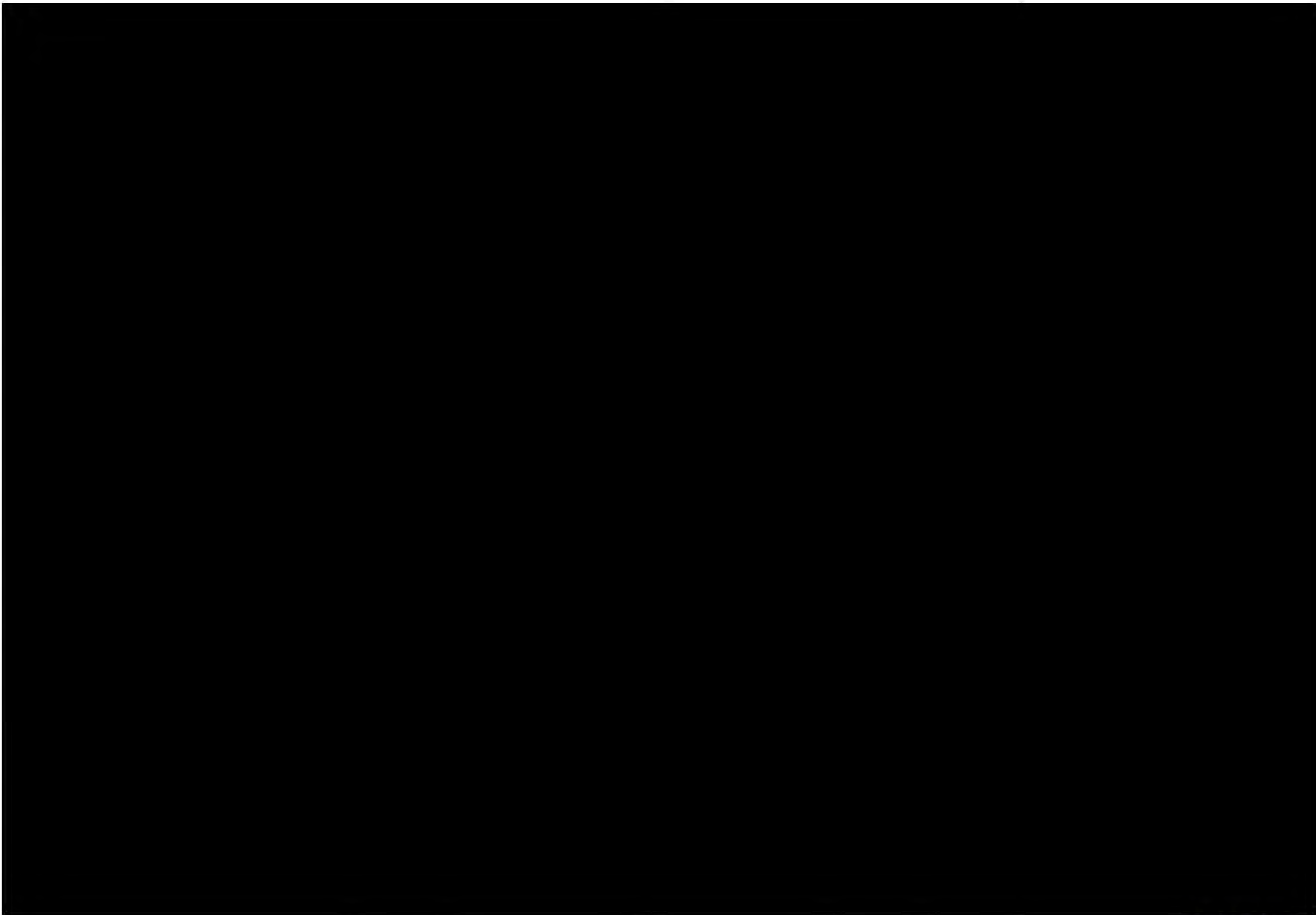
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Author	Drawn	Scale	Client
	A1	1:1750	ICITY
	DS	DS/12/12	Created
Project no.	7109	Drawing no.	SK308







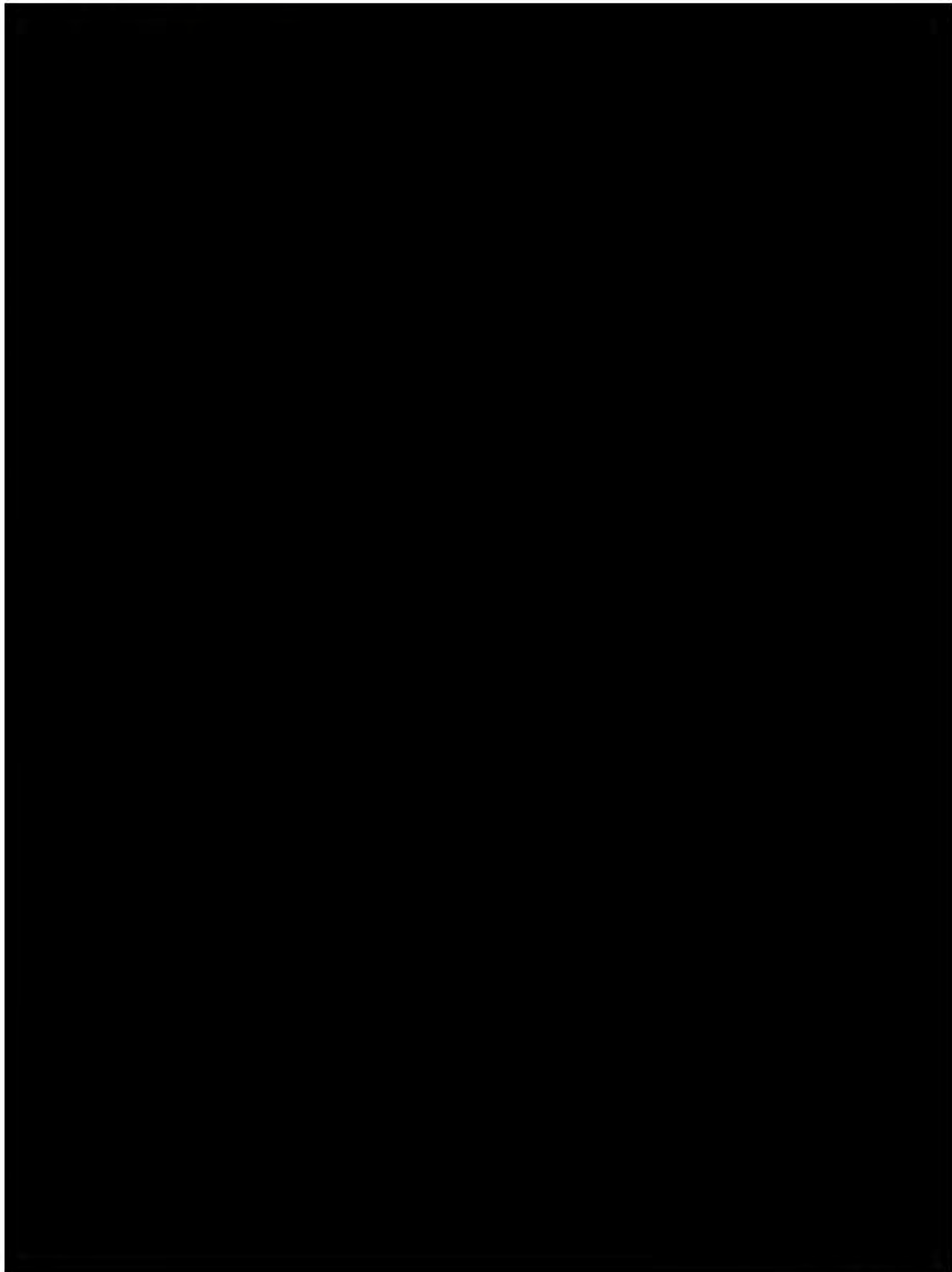


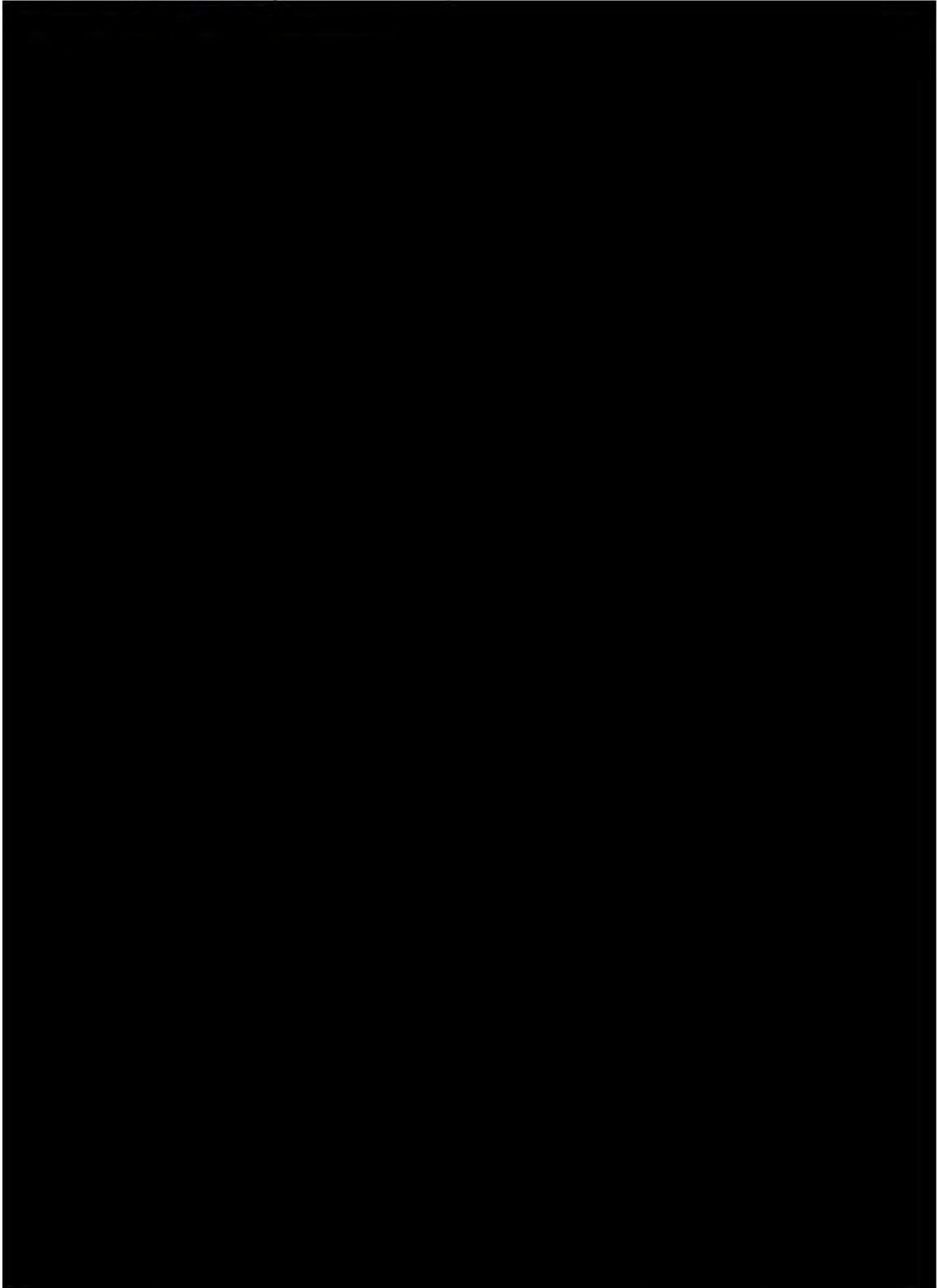
**APPENDIX 3**  
**Letting Strategy**

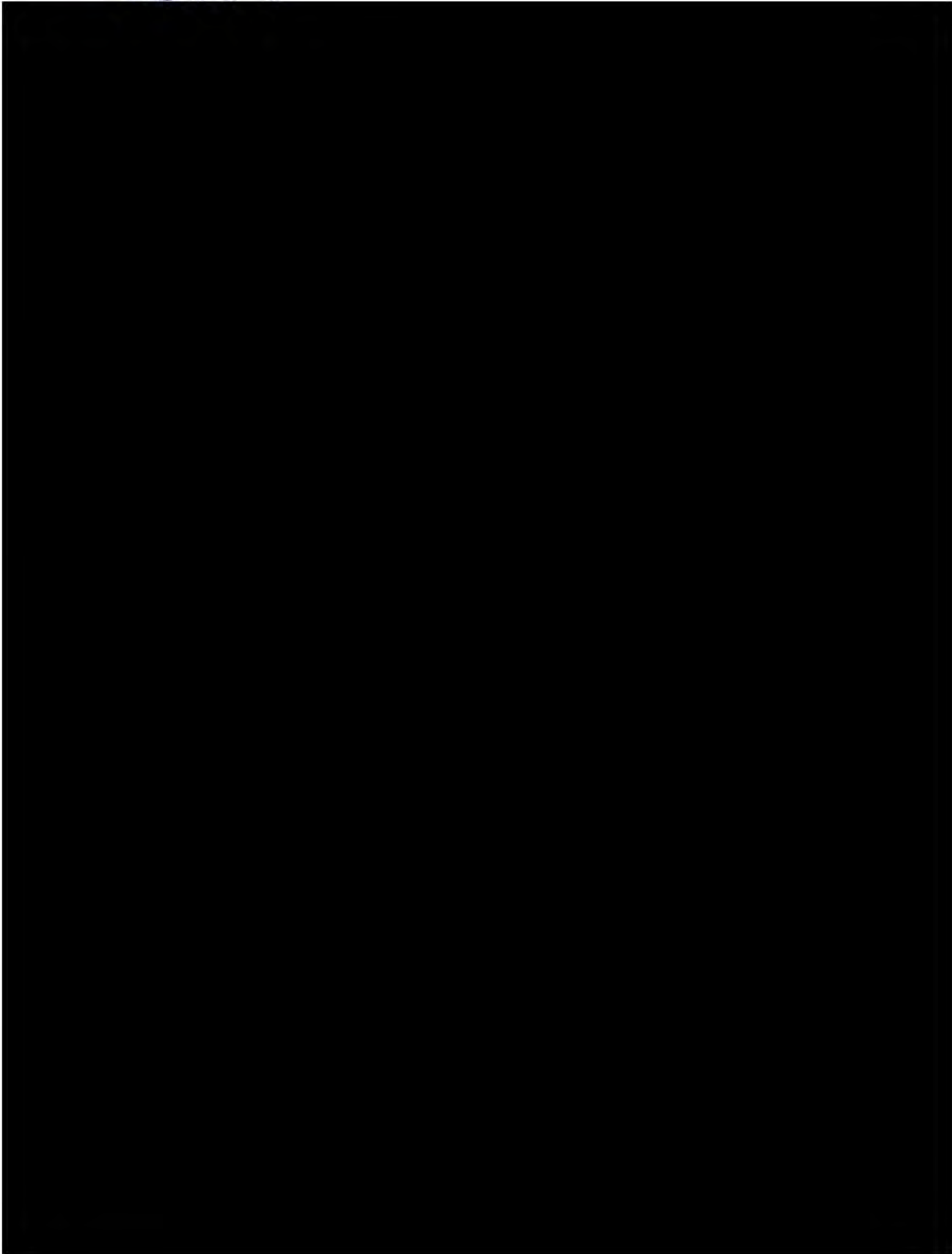


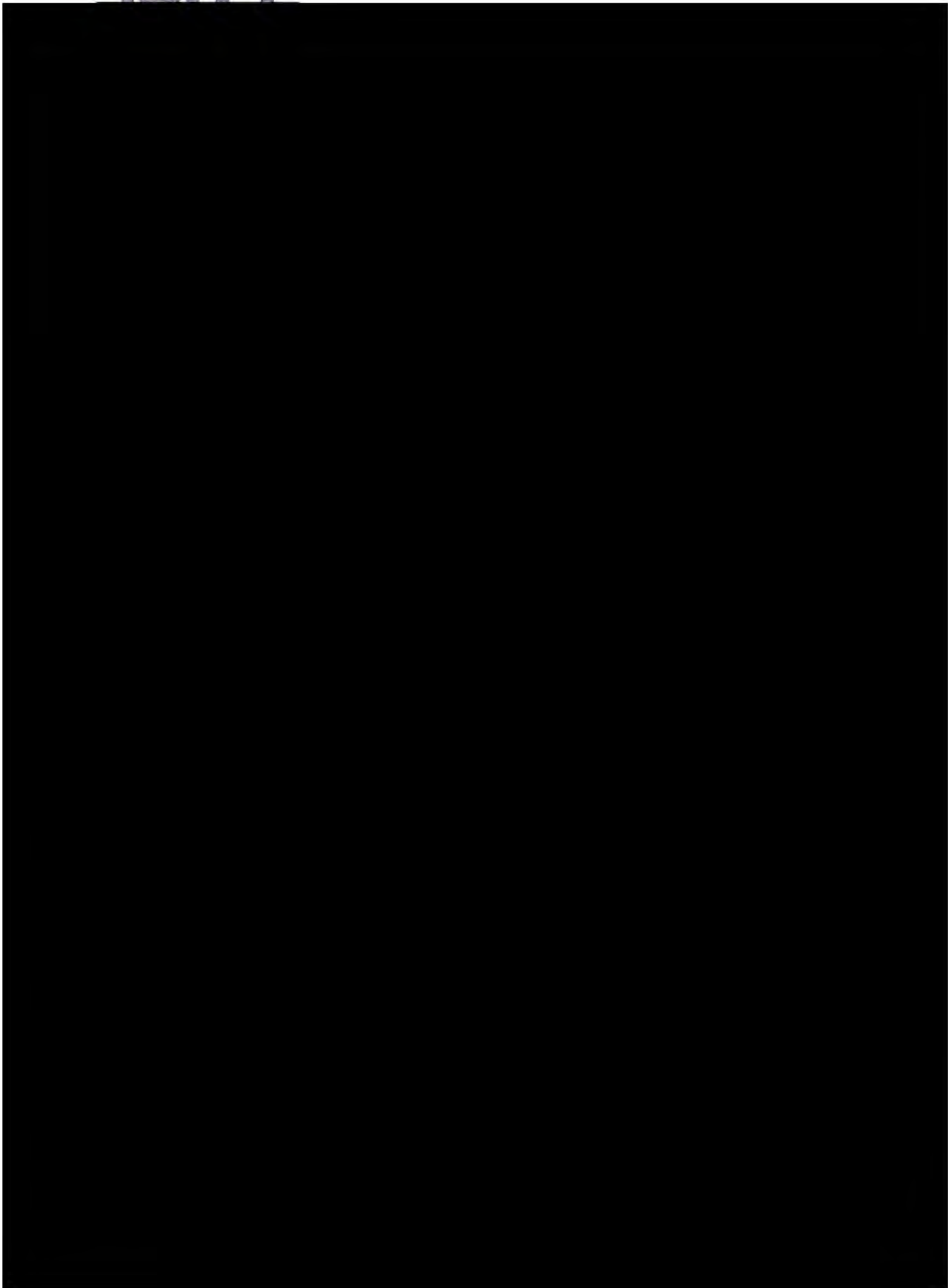
**iCITY**

iCITY Letting Strategy



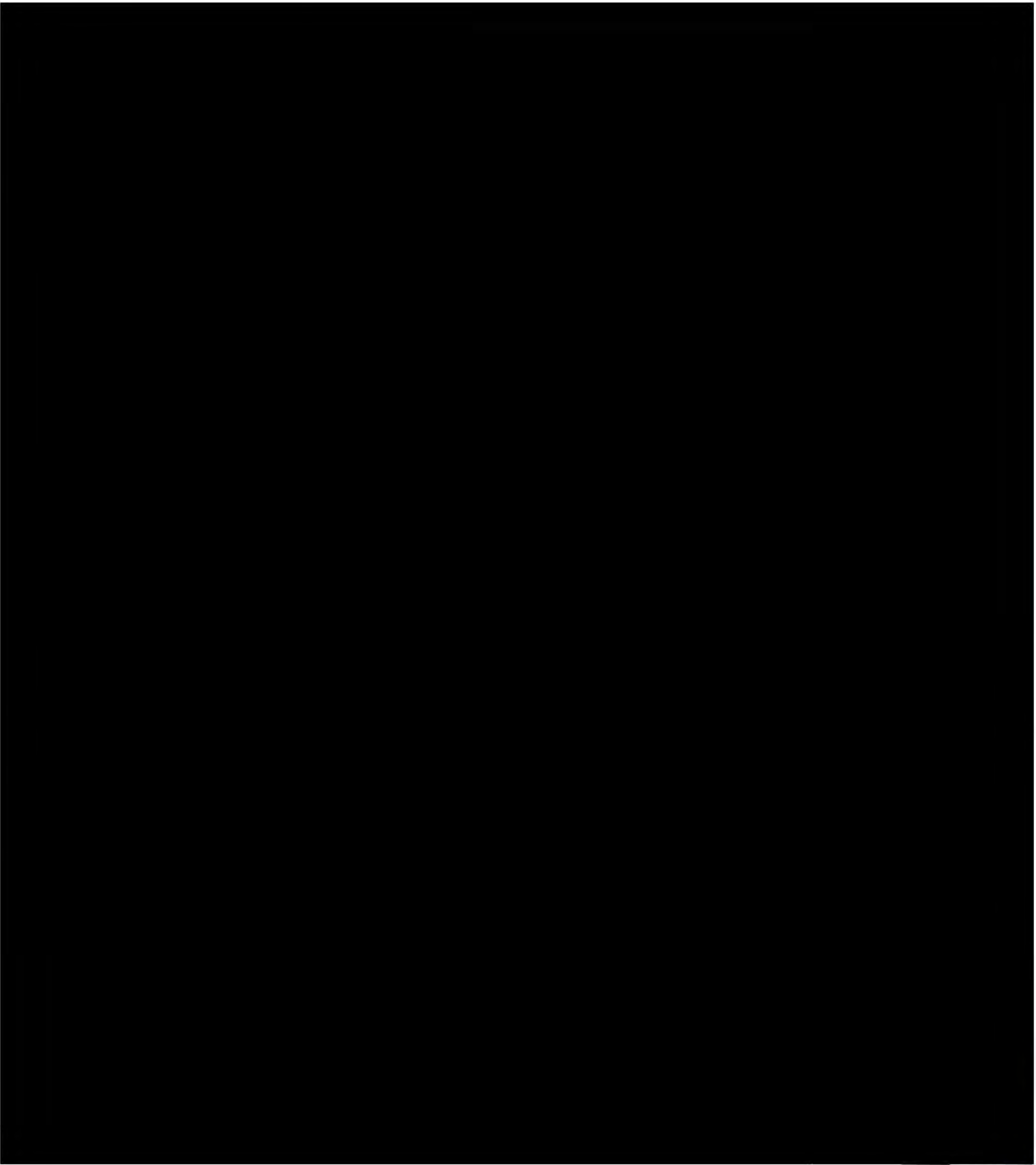








**APPENDIX 4**  
**Cash Flow Model**



Dated

2013

- (1) London Legacy Development Corporation
- (2) Innovation City (London) Limited

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**Lease**

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relating to premises known as the Broadcast Centre and Press Centre at  
The Queen Elizabeth Olympic Park, London

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## PARTICULARS

### PART 1: LAND REGISTRY PARTICULARS

<b>LR1.</b>	<b>Date of lease</b>	
<b>LR2.</b>	<b>Title number(s)</b>	
<b>LR2.1</b>	<b>Landlord's title number(s)</b>	EGL533902 and EGL533901
<b>LR2.2</b>	<b>Other title numbers</b>	EGL533903, EGL533904, EGL533909, EGL561805 and EGL562684
<b>LR3.</b>	<b>Parties to this lease</b>	
	<b>Landlord</b>	London Legacy Development Corporation whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, Olympic Park, London E20 1EJ.
	<b>Tenant</b>	Innovation City (London) Limited (registered number 7640912) whose registered office is at Norfolk House East, 499 Silbury Boulevard, Milton Keynes MK9 2AH.
<b>LR4</b>	<b>Property</b>	<p><b>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.</b></p> <p>The premises (referred to in this Lease as "the Premises") known as the Broadcast Centre and Press Centre at The Queen Elizabeth Olympic Park, London shown edged red on Plan 1. The premises shall:</p> <ul style="list-style-type: none"><li>(i) include all alterations, improvements and additions made to them during the Term, and landlord's fixtures and conduits within and exclusively serving the premises at any time during the Term;</li><li>(ii) include the MMCR;</li><li>(iii) include the Gantry at the Broadcast Centre subject to (vii) below;</li><li>(iv) include the photovoltaic panels on</li></ul>



the roof of the Press Centre;

- (v) include the airspace up to a height of ■ metres above Newlyn Ordnance Datum Line but exclude the air space above that height – for the entirety of the Premises;
- (vi) exclude all tenants and trade fixtures and fittings; and
- (vii) exclude an area 2m wide and 5.4m above ground along the entirety of the eastern boundary of the Premises, as shown more particularly on Plan 1a

**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 Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003** Not applicable.

**LR5.2 This lease is made under, or by reference to, provisions of:** Not applicable.

**LR6. Term for which the Property is leased** From and including the date of this Lease (referred to in this Lease as "the Term Commencement Date")

To and including [DATE - 200 years hence].

(This term is referred to in this Lease as "the Contractual 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



extend beyond the footprints of the building shown shaded blue on Plan 5 (or an alternative footprint or footprints of no greater aggregate size) but, for the avoidance of any doubt, this restriction shall not prevent (subject to obtaining all necessary statutory consents) the creation of additional space for data centre use within such footprint by (for example) the installation of mezzanine floors;

ii) use for retail purposes shall be limited to [REDACTED] square metres GIA in any single unit and [REDACTED] square metres GIA in total; and

iii) conference centre use shall not be the dominant use

(b) In relation to the Press Centre:

(i) for the first [REDACTED] of the Term, use as offices, studios, broadcasting, post production, training, storage, workshops/creative space, retail, restaurant, bar, cafe, education, research and development, sport and leisure, entertainment, crèche, conference centre and/or hotel together with support, servicing and storage accommodation which is ancillary to the above uses; and

(ii) thereafter, for such uses and any and all other uses authorised under the Town and Country Planning Act 1990,

provided that (in either case):

i) data centre use shall not be permitted at any time during the Term; and

ii) conference centre use shall not be the dominant use

(c) In relation to the MMCR, (subject to all necessary statutory consents being obtained) use as a conference centre and for presentations, product launches, screenings, theatre and entertainment

(d) In relation to the remainder of the Premises:

(ii) uses ancillary to the use of the Broadcast Centre and/or the Press Centre; and

(iii) (subject to all necessary statutory consents being obtained) for public assembly, leisure, temporary retail and catering, events, product launches, entertainment and other animations

[REDACTED]

[REDACTED]

**Estate**

The Landlord's estate known as the Queen Elizabeth Olympic Park shown for identification edged blue on Plan 2:

(a) including all alterations, additions and improvements to the estate during the Term and all landlord's fixtures forming part of the estate at any time during the Term; and

(b) subject to the right of the Landlord from time to time to add property to, remove property from or otherwise vary the extent of the property comprised in the estate subject to the Premises remaining part of the estate and the rights, facilities and amenities granted to the Tenant under this Lease not being materially diminished

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Lettable Floor Area**

[REDACTED] square feet in respect of the Press Centre and [REDACTED] square feet in respect of the Broadcast Centre in relation to the first Substantial Redevelopment, and in relation to any subsequent Substantial Redevelopment, the lettable floor area of the Press Centre and Broadcast Centre immediately prior to the relevant Substantial Redevelopment measured in accordance with the then current RICS code of measuring practice

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Quarter Days**

25 March, 24 June, 29 September and 25 December in each year

**Review Dates**



**THIS LEASE** is made on the date set out in **clause LR1** of the Land Registry Particulars

**BETWEEN**

- (1) the Landlord; and
- (2) the Tenant.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Defined terms**

In this Lease, the following words and expressions have the following meanings:

**"Access Road"** the road shown coloured brown on Plan 3 subject to **clause 3.1.1**

**"Agreement for Lease"** the agreement to enter into this Lease exchanged by (1) London Legacy Development Corporation and (2) Innovation City (London) Limited on [DATE]

**"Authorised Guarantee Agreement"** is defined in **clause 9.3.2**

**"British Waterways Board"** the statutory corporation whose principal offices are at 64 Clarendon Road, Watford, Herts WD17 1DA and any statutory successor

**"Broadcast Centre"** the building shown edged green on Plan 1 and the Gantry

**"Car Parking Licence"** the car parking licence granted (or to be granted) by the Landlord to the Tenant pursuant to the Agreement for Lease

**"CCHP Agreement"** an agreement dated 11 April 2008 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Elyo East London Energy Limited as the same may be varied from time to time

[REDACTED]

**"Cofely"** Cofely East London Energy Limited (company registration number 6307742) (formerly called Elyo East London Energy Limited) and any person to whom its interest in the CCHP Agreement is assigned, transferred or otherwise disposed of in accordance with the CCHP Agreement

<b>"Communal Estate Areas"</b>	<p>those parts of the Estate (not being publicly adopted or the responsibility of a particular owner, tenant or other occupier) which are designated or provided by the Landlord from time to time during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the Estate including:</p> <ul style="list-style-type: none"> <li>(a) the entrances, exits, paths and other means of pedestrian access and circulation;</li> <li>(b) the roads, driveways, service areas, forecourts, car-parking areas and other means of vehicular access and circulation including the Access Road;</li> <li>(c) refuse areas, landscaped areas, parkland, public realm and other common facilities and amenities;</li> <li>(d) waterways (not being managed by the British Waterways Board); and</li> <li>(e) conduits within and serving any part of the Estate</li> </ul>
<b>"Connected Person"</b>	has the meaning given to it in sections 1122 and 1123 of the Corporation Tax Act 2010
<b>"Connection Charges"</b>	charges which LVUL or UKPN may make to a customer (including the Tenant) in respect of a connection to the Electricity Network
<b>"Co-ordination Group"</b>	a group containing a representative of each of the Landlord, the Tenant and any occupiers or prospective occupiers of any part of the Premises (as required from time to time by the Tenant) to co-ordinate the safe movement of people and materials and efficient implementation of operations on the Premises including the imposition of Regulations thereon
<b>"Date of Practical Completion"</b>	has the meaning given to it in the Agreement for Lease
<b>"Electricity Agreement"</b>	an agreement dated 22 May 2009 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Lea Valley Utilities Limited as the same may be varied from time to time
<b>"Electricity Network"</b>	the 11kV HV electricity distribution network serving the Estate and established pursuant to the Electricity Agreement
<b>"Environment"</b>	all or any of the following media namely the air,

including without limitation the air within buildings and within other natural or manmade structures, water and land and any living organisms or ecosystems supported by those media

**"Environmental Law"**

all statutes, regulations and subordinate legislation, European laws, treaties and common law having legal effect in the United Kingdom which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants

**"Environmental Liabilities"**

all claims, costs, damages, expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding), losses and liabilities including costs of remediation, fines and penalties arising from or in connection with the pollution or protection of the Environment or harm to or the protection of human health and safety or the health of animals and plants

**"EPC"**

an energy performance certificate and recommendation report, as defined in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

**"Estate Services"**

the services referred to in **Schedule 1** (as varied from time to time in accordance with that Schedule)

**"Expert"**

an expert appointed in accordance with **part 3 of Schedule 4**

**"Gantry"**

the gantry along the eastern facade of the Broadcast Centre, shown hatched black on Plan 1

**"GIA"**

gross internal area measured in accordance with the Code of Measuring Practice (Sixth Edition RICS 2007)

**"Guarantor"**

any person who provides a guarantee to the Landlord under the terms of this Lease and any person who gives an Authorised Guarantee Agreement to the Landlord

**"Hazardous Material"**

any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance



<b>"H&amp;C Network"</b>	the heating, cooling and energy supply network serving the Estate (including the CCHP power stations) and established pursuant to the CCHP Agreement
<b>"Historic Contamination"</b>	the presence in, on under or over the Premises or any adjoining or neighbouring property at the date of this Lease of any Hazardous Material or Waste
<b>"Host Boroughs"</b>	The London Boroughs of Barking and Dagenham Greenwich, Hackney, Newham, Tower Hamlets and Waltham Forest
<b>"Indirect Losses"</b>	any loss of profit or revenue, loss of opportunity, loss of contract, loss of goodwill, the cost of obtaining any new financing or maintaining any existing financing (including the making of any scheduled or other repayment or prepayment of debt and the payment of any other costs, fees or expenses incurred in connection with the obtaining or maintaining of financing)
<b>"Initial Letting Period"</b>	<p>the period from and including the date of this Lease to and including:</p> <p>(a) (in the case of the Press Centre) the date on which not less than 80% of the lettable space in the Press Centre has been first let; and</p> <p>(b) (in the case of the Broadcast Centre) the date on which not less than 80% of the lettable space in the Broadcast Centre has been first let</p> <p>(c) and for these purposes "lettable space" means all space designed or intended for third party occupation and "let" means that the relevant space is subject to an underlease or other agreement granting rights of possession</p>
<b>"Insured Risks"</b>	the risks set out in <b>clause 5.2</b>
<b>"Interest Rate"</b>	the base rate from time to time of National Westminster Bank PLC or such other United Kingdom clearing bank nominated by the Landlord at any time or, if the clearing banks in the United Kingdom cease at any time to publish a base rate, such comparable rate of interest as the Landlord may reasonably determine
<b>"Investment Lease"</b>	a lease of the whole or substantially the whole

of any one or more of the following:

- (a) the Press Centre; and/or
- (b) the Broadcast Centre; and/or
- (c) the MMCR,

in each case granted for capital consideration or at a rent below the full open market rent for the premises comprised in it and not for the purpose of occupying such premises

**"Letting Strategy"**

the letting strategy annexed to this Lease, as the same may be amended from time to time pursuant to **clause 9.9**

**"London Living Wage"**

the payment of the hourly minimum wage as stated by the Mayor of London the Greater London Authority or other appropriate body to be the London Living Wage from time to time

**"LVUL"**

Lea Valley Utilities Limited (company registration number 6043508) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement

**"Management Company"**

such organisation or entity as the Landlord may, from time to time, appoint to carry out some or all of the Estate Services

**"MMCR"**

the Main Media Conference Room shown hatched green on Plan 1

**"New Contamination"**

the presence of any Hazardous Material in, on under or over the Premises other than Historic Contamination

**"NIA"**

net internal area measured in accordance with the Code of Measuring Practice published by the RICS, then current at the relevant time

**"Occupational Leases"**

each and all of the underleases, tenancies, licences and other arrangements (or agreements to grant the same) to which the Tenant's interest in the Premises is subject from time to time and in respect of which the Tenant is the immediate reversioner

**"Other Arrangements"**

each and all of any licence, consent, approval, right, concession or other agreement, including payments and fees for advertising panels or stations, kiosks, telecommunications equipment, vending machines, oversailing,

filming or the use of other facilities at the Premises or the Parking Spaces or for the right to carry out at the Premises or the Parking Spaces any promotion of goods or services, or for the exploitation of the Premises or the Parking Spaces including naming or branding, or any similar or analogous arrangement, in each case entered into by the Tenant

<b>"Parking Spaces"</b>	has the meaning given to it in the Car Parking Licence
<b>"Permitted Part"</b>	any part or parts of the Premises comprising less than [REDACTED] of space in the Press Centre or the Broadcast Centre or the MMCR
<b>"Phase"</b>	has the meaning given to it in the Agreement for Lease
<b>"Plan(s)"</b>	the plans attached at <b>Appendix 2</b> and reference to a numbered plan shall be to the plan so numbered
<b>"Press Centre"</b>	the building shown edged blue on Plan 1
<b>"Rents"</b>	the rents reserved and payable under <b>clause 4.1</b>
<b>"Restricted Area"</b>	the area shown coloured green on Plan 8
<b>"Step-in Agreement"</b>	the step-in agreement referred to in <b>clause 2.4.2</b>
<b>"Substantial Redevelopment"</b>	any redevelopment or substantial refurbishment or other work which renders at least [REDACTED] of the Lettable Floor Area of the Broadcast Centre or at least [REDACTED] of the Lettable Floor Area of the Press Centre incapable of beneficial use and occupation until completion of the relevant work and which may include a Qualifying Redevelopment (as defined in <b>part 1 of Schedule 6</b> )
<b>"Tenant Activity"</b>	any development, or redevelopment, (including without limitation any construction or demolition works or the laying of any pipeworks), or any intrusive environmental or geotechnical investigations, or any other activity of any description which results in any digging into the floor and/or the foundations of the Premises or into the soil at the Premises by the Tenant or any party acting on behalf of the Tenant
<b>"Tenant's Bid"</b>	has the meaning given to it in the Agreement for Lease

<b>"Tenant's Works"</b>	has the meaning given to it in the Agreement for Lease
<b>"Term"</b>	the Contractual Term and any continuation of it
<b>"UKPN"</b>	UK Power Networks (IDNO) Limited (company registration number 6489447) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement
<b>"Under-Gantry"</b>	the area 2m wide and 5.4m high below the Gantry that is excluded from the Premises as shown more particularly on Plan 1a
<b>"Utilities"</b>	water, steam, gas, air, soil, electricity, telephone, heating, telecommunications, data communications and other supplies
<b>"VAT"</b>	the tax chargeable under the Value Added Tax Act 1994 and any equivalent or similar tax replacing it
<b>"Waste"</b>	any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value
<b>"Working Day"</b>	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday

## 1.2 Construction

In this Lease:

- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
- 1.2.2 except in relation to the Town and Country Planning (Use Classes) Order 1987, references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord, the Tenant or any Guarantor include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.4 the Landlord's obligations in this Lease do not bind any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;

- 1.2.5 references to the Premises, the Estate and the Communal Estate Areas include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.7 references to the end of the "Term" include the determination of the Term before the end of the Contractual Term;
- 1.2.8 words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses properly incurred by the Landlord;
- 1.2.11 references to the acts of the Tenant include the acts of any undertenant or other person in occupation of the Premises or deriving title under the Tenant, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees (but in each case excluding the Landlord and their respective employees, agents, workmen and invitees);
- 1.2.12 references to the acts of the Landlord include the acts of employees, agents, workmen and invitees;
- 1.2.13 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.14 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

### 1.3 **Particulars**

The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.

### 1.4 **Contracts (Rights of Third Parties) Act 1999**

The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than:

- 1.4.1 any Funder and DC Tenant (as defined in clause 2.4.1) in relation to **clause 2.4.1 and 2.4.2;**

- 1.4.2 Cofely in relation to **clauses 6.2.1** and **6.2.2**;
- 1.4.3 LVUL or UKPN in relation to **clauses 6.2.3** and **6.2.4**; and
- 1.4.4 the Rights Owners (as defined in **Schedule 2**) in relation to **Schedule 2**.

## 1.5 **Landlord and Tenant (Covenants) Act 1995**

This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

## 2. **LETTING, TERM AND TERMINATION**

### 2.1 **Creation of the Term**

2.1.1 In consideration of the covenants on the part of the Tenant in **Schedules 4-7** the Landlord lets the Premises to the Tenant with full title guarantee subject to **clause 2.1.2** for the Contractual Term reserving the Rents.

2.1.2 The covenant set out in section 2(1)(b) Law of Property (Miscellaneous Provision) Act 1994 shall not extend to include any obligation on the Landlord to pay the costs of complying with that covenant but instead shall extend to include an obligation on the part of the Tenant to pay those costs.

### 2.2 **Quiet enjoyment**

The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.

### 2.3 **Right of re-entry to end this Lease**

Subject to **clause 2.4**, the Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:

2.3.1 the whole or any part of the Rents remain unpaid more than 60 days after service of written notice of non payment; or

2.3.2 at any time prior to the Date of Practical Completion the Landlord has properly terminated the Agreement for Lease pursuant to and in accordance with **clause 18** of the Agreement for Lease.

### 2.4 **Protection for mortgagees, etc**

2.4.1 If the Landlord has received written notice of:

2.4.1.1 any charge, debenture, mortgage or any other security granted over the Premises by the Tenant; and/or

2.4.1.2 any underlease or agreement for underlease entered into by the Tenant in respect of data centre premises within the Broadcast Centre,

the right of the Landlord to end this Lease pursuant to **clause 2.3.1** or through court proceedings for forfeiture shall be conditional upon the Landlord first serving on the holder of the charge, debenture, mortgage or other security notified pursuant to **clause 2.4.1.1** (in each case a "Funder") and on the undertenant of the underlease or agreement for underlease of data centre premises within the Broadcast Centre notified pursuant to **clause 2.4.1.2** (the "DC Tenant") written notice of its intention to do so and specifying the sums outstanding (each a "Forfeiture Notice") and allowing a period of 40 Working Days from the date of service of the Forfeiture Notice for any Funder (during the first 30 Working Days) or the DC Tenant (during the remaining 10 Working Days) to pay all sums owing to the Landlord as specified in the Forfeiture Notice and if payment is received in full (whether from a Funder or the DC Tenant) prior to the expiry of the 40 Working Day period then the Landlord shall not exercise its right to end this Lease or effect re-entry upon the Premises pursuant to **clause 2.3.1** in respect of those sums.

2.4.2 The Landlord will at the request and cost of the Tenant enter into a Step-in Agreement with a Funder and separately with a DC Tenant, on terms to be agreed by the Landlord (acting reasonably) in order to give direct covenants to the Funder or DC Tenant (as applicable) in the terms set out in **clause 2.4.1**.

## 2.5 **Effect of the Lease coming to an end**

When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any Guarantor of the Tenant.

## 3. **RIGHTS AND RESERVATIONS**

### 3.1 **Rights granted**

The Premises are let together with the following rights for the benefit of the Tenant and any other person having express or implied authority from the Tenant to benefit from them, to be enjoyed in common with the Landlord and any others entitled to use them:

3.1.1 Subject to **clause 3.2**, pedestrian and vehicular access to and from the Premises to and from the adopted highway over the Access Road except for such period as (and to the extent that) the Access Road or any part of it is adopted as public highway subject to the right of the Landlord to vary the route of the Access Road from time to time provided that:

3.1.1.1 such alternative access road is not substantially less commodious for the use and enjoyment of the Premises;

3.1.1.2 a suitable and adequate means of pedestrian and vehicular access to and from the Premises is maintained at all times;

3.1.1.3 prior to any such variation the Landlord consults with the Tenant and has regard to (without being bound by) any representations made by or on behalf of the Tenant,

provided that the Tenant agrees that the Landlord may vary the Access Road to the route shown coloured brown on Plan 4 by serving written notice on the Tenant and such variation will not constitute a breach of **clause 3.1.1.1** or **3.1.1.3** above;

- 3.1.2 to use such means of pedestrian and vehicular access and circulation in the Communal Estate Areas for access to and from the Premises as the Landlord (acting reasonably) may specify in writing from time to time except for such periods as any such routes are adopted as public highway or public footpath;
- 3.1.3 to maintain and use pedestrian and vehicular access points to the Premises in the locations shown on Plan 1 or in such other locations as may be approved by the Landlord from time to time (such approval not to be unreasonably withheld or delayed);
- 3.1.4 to use the conduits serving or capable of serving the Premises for the passage or transmission of Utilities to and from the Premises subject to:
  - 3.1.4.1 for the first 5 years of the Term (but subject always to **clause 6.2.6**) not exceeding a capacity limit of 50 mega volt amperes (or any increased capacity following works in accordance with **clause 3.1.6** and **clause 7.5.2**) in relation to electricity to the Premises;
  - 3.1.4.2 the right of the Landlord to vary the route of such conduits from time to time provided that:
    - (a) the use of suitable and adequate conduits is maintained at all times; and
    - (b) prior to any such variation the Landlord consults with the Tenant and has regard to (without being bound by) any representations made by or on behalf of the Tenant;
  - 3.1.4.3 such usage being directly related to the use of the Premises in accordance with the provisions of this Lease;
- 3.1.5 to use Duct Bank B and Duct Bank C (shown on Plan 6 and Plan 7 respectively and including the individual ducts within them) subject to such usage being directly related to the use of the Premises in accordance with the provisions of this Lease but for the avoidance of doubt, the Landlord (or any third party) will be entitled to charge a market rate for use of the ducts;
- 3.1.6 subject to obtaining the prior written consent of the Landlord pursuant to **clause 7.5.2**, to alter or upgrade or increase the capacity of any conduits serving the Premises and to install and connect to new conduits to serve the Premises and the right to enter onto the other parts of the Estate with or without workmen, plant and equipment in accordance with **clause 3.1.9** in so far as necessary to do so subject to (as applicable):
  - 3.1.6.1 the Tenant ensuring that such right is exercised in such a manner as to cause the minimum reasonably practicable



- inconvenience or disruption and damage to the Landlord and occupiers of the Estate;
- 3.1.6.2 the Tenant promptly making good any damage to the Estate to the reasonable satisfaction of the Landlord; and
- 3.1.6.3 the detail of the work and the route of any new conduits through other parts of the Estate being approved by the Landlord (such approval not to be unreasonably withheld or delayed subject to **clause 3.3**);
- 3.1.7 to install and maintain any cables, fibres and other equipment in the ducts and conduits serving the Premises subject to such equipment being directly related to the use of the Premises in accordance with the provisions of this Lease but for the avoidance of doubt, the Landlord (or any third party) will be entitled to charge a market rate for use of the ducts owned by the Landlord (or the relevant third party);
- 3.1.8 support and protection for the Premises from the remainder of the Estate; and
- 3.1.9 subject to obtaining the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to enter onto adjoining parts of the Estate (including the Under-Gantry) with or without workmen, plant and machinery in so far as it is necessary to repair or maintain the Premises or otherwise comply with the Tenant's obligations under this Lease or to exercise the rights granted in **clauses 3.1.6** and **3.1.7** or to install plant and equipment at the Premises or to alter the Premises so long as any obstruction of the roads and paths within the Estate or the use and enjoyment of adjoining land is kept to the shortest period reasonably practicable.
- 3.2 the Tenant acknowledges that the Landlord may effect a temporary closure of the Access Road from time to time:
- 3.2.1 (but no more than 4 times in any calendar year and for no more than 48 hours at any one time) for events in the Estate, provided that the Tenant is given not less than 4 weeks' written notice of any such closure; or
- 3.2.2 in order to carry out maintenance, repair, alteration and improvement or other works, and the Landlord will give the Tenant such notice as is practicable in the circumstances and will use reasonable endeavours to minimise the period of such temporary closure and will consult with the Tenant with a view to providing alternative vehicular access where reasonably practicable; and
- 3.2.3 provided that a suitable means of pedestrian access to and from the Premises is provided at all times to the nearest adopted highway.
- 3.3 The parties agree that it will be reasonable for the Landlord to take into consideration any one or more of the following in connection with any application for its consent or approval pursuant to any of **clauses 3.1.6**, **3.1.9** and **9.14** and any conditions to be attached to any consent granted:
- 3.3.1 maintaining appropriate access routes through the Estate;

- 3.3.2 the impact of any works proposed by the Tenant (including the timing and duration thereof) on the Estate and on any works intended to be undertaken by the Landlord and/or other tenants or occupiers of the Estate;
- 3.3.3 events scheduled to take place on the Estate; and
- 3.3.4 the method statement from the Tenant or its contractor(s) in relation to any works to deal with (inter alia) making good any damage, health and safety and insurance considerations.

#### 3.4 **Rights reserved**

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them but subject always to the provisions and requirements of **clause 3.5**:

- 3.4.1 to enter and remain upon the Premises with or without workmen, plant and equipment:
  - 3.4.1.1 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease;
  - 3.4.1.2 to provide the Estate Services (to the extent only that the Estate Services cannot be provided without such entry);
  - 3.4.1.3 to inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
  - 3.4.1.4 in accordance with and to the extent permitted by **clauses 7.3, 7.8.2 and 7.9.2**;
  - 3.4.1.5 during the last six months of the Term to take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
  - 3.4.1.6 with the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) insofar as it is necessary to carry out or permit the repair or maintenance of any adjoining premises or any building or engineering works upon them; and
  - 3.4.1.7 to comply with any statutory and/or regulatory obligations of the Landlord.
- 3.4.2 subject to **clause 15.2** the right to build on, alter, add to, redevelop or extend in any way any part of the Estate including any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant. This clause constitutes a consent for the purposes of section 3 Prescription Act 1832;
- 3.4.3 with the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) the right (but without any right of

access to the Premises for such purpose) to connect to (without interrupting supply) and use any conduits within or passing through (but not exclusively serving) the Premises as at the date of the Agreement for Lease for the passage or transmission of Utilities to and from any parts of the Estate;

3.4.4 to enter and remain upon so much as is necessary of any unbuilt upon part of the Premises with or without workman, plant and equipment to inspect, repair, maintain, replace, renew and/or clean any conduits running through or under the Premises at the date of this Lease and serving other parts of the Estate;

3.4.5 support and protection from the Premises for any adjoining parts of the Estate; and

3.4.6 for the benefit of the general public, only for so long as such paths and areas remain open areas available for common use by occupiers of and visitors to the Premises (so that this **clause 3.4.6** shall not prevent the Tenant redeveloping or carrying out other works on the Premises in accordance with the other provisions of this Lease), to have access to and to pass over the areas shown coloured blue on Plan 8 and to use the paths shown coloured green on Plan 8 for access to and from such areas subject to:

3.4.6.1 compliance with such regulations, directions and other requirements (including in relation to security and health and safety) as the Tenant may impose (acting reasonably) from time to time;

3.4.6.2 temporary closure of such areas and/or paths (or any of them) for the purpose of carrying out repairs, alterations, improvements or other works (including the redevelopment of the whole or any part or parts of the Premises); and

3.4.6.3 the ability of the Tenant (in accordance with the other provisions of this Lease) to extend, reduce, vary or otherwise alter such areas and/or paths (or any of them).

### 3.5 **Exercise of rights reserved**

3.5.1 Subject to **clause 3.5.2** the Tenant is to permit the exercise of the rights reserved in **clause 3.4** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease

3.5.2 In relation to any right of entry onto the Premises other than **clause 3.4.6** (whether exercised by the Landlord any other person):

3.5.2.1 such right shall be exercised only by a person or persons approved by the Tenant (such approval not to be unreasonably withheld or delayed but it is acknowledged that when considering whether or not to approve any such person the Tenant may apply the screening criteria used by the Tenant from time to time in respect of its own employees and any other third parties having access to the Premises (and the Tenant undertakes that such

screening criteria shall be reasonable and appropriate in all the circumstances));

- 3.5.2.2 such right shall be exercised only following service on the Tenant of reasonable prior written notice which shall in any case be not less than 2 Working Days' notice;
- 3.5.2.3 such right shall be exercised only at times specified by the Tenant (acting reasonably having regard to the use of the relevant part of the Premises and the purpose of entry);
- 3.5.2.4 such right shall be exercised only insofar as necessary and (in relation to any works) only to the extent such works could not reasonably be carried out without such entry;
- 3.5.2.5 a maximum of 10 people may have access to the Premises at any one time in the case of exercising such right;
- 3.5.2.6 the person exercising such right shall cause as little damage and interference as is reasonably practicable and shall without delay make good any damage caused to the reasonable satisfaction of the Tenant;
- 3.5.2.7 the person exercising such right shall comply with the Tenant's reasonable security arrangements and reasonable confidentiality requirements at and in respect of the Premises and their use and if required by the Tenant shall be accompanied at all times by a representative of the Tenant,

provided that conditions set out in **clauses 3.5.2.1, 3.5.2.2, 3.5.2.3 and 3.5.2.5** shall not apply in the event of and then to the extent there is an emergency subject to the Landlord (as the Landlord agrees to do) undertaking to comply with those conditions to the extent reasonably practicable having regard to the nature of the emergency.

### 3.6 Title matters

The letting is made subject to and with the benefit of the rights granted and reserved by and the covenants and other matters contained in:

- 3.6.1 the deeds referred to in title number EGL533902 and EGL533901 shown on the official copy entries attached to this Lease at **Appendix 1**; and
- 3.6.2 the documents listed below,

in so far as the same still subsist and affect the Premises or the use of them or the exercise of the rights granted by this Lease

<b>Document</b>	<b>Date</b>	<b>Parties</b>
Code Agreement	18 February 2011	(1) Olympic Park Legacy Company Limited (2) British Telecommunications Plc

Asset Protection Agreement	21 April 2011	(1) Olympic Delivery Authority (2) Thames Water Utilities Limited
Licence to Underlet	19 February 2013	(1) London Legacy Development Corporation (2) Innovation City (London) Limited (3) Infinity SDC Limited and (4) British Telecommunications Plc
Underlease	19 February 2013	(1) Innovation City (London) Limited (2) British Telecommunications Plc
Licence for Alterations	19 February 2013	(1) London Legacy Development Corporation (2) Innovation City (London) Limited (3) Infinity SDC Limited and (4) British Telecommunications Plc

*Other relevant title documents entered into pursuant to clause 5.8 of the agreement for lease to be added prior to lease completion*

Asset Protection Agreement	21 April 2011	(1) Olympic Delivery Authority (2) Thames Water Utilities Limited
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### 3.7 Title indemnity

So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the title matters set out in **clause 3.6** and is to indemnify the Landlord against any breach of them.

### 3.8 Third party rights

The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

### 3.9 Third party agreements

3.9.1 In this **clause 3.9** "Third Party Agreements" means the following agreements:

- 3.9.1.1 the deed of grant dated 20 October 2009 and made between London Development Agency (1) and EDF Energy (IDNO) Limited (2);
- 3.9.1.2 the deed of grant dated 27 September 2010 and made between London Development Agency (1) and Fulcrum Pipelines Limited (2); and
- 3.9.1.3 the code agreement dated 18 February 2011 and made between Olympic Park Legacy Company Limited (1) and British Telecommunications plc (2).

*[other relevant documents to be added prior to lease completion (e.g. Cofely lease)]*

3.9.2 In respect of each Third Party Agreement, subject to **clause 3.9.3**, the Landlord agrees:

- 3.9.2.1 at the request and reasonable cost of the Tenant, to take all reasonable steps to enforce the obligations of any third party under the Third Party Agreement to the extent they relate to the Premises or the Under-Gantry;
- 3.9.2.2 to provide the Tenant with copies of any notices served on the Landlord under any Third Party Agreement which relate to or affect the Premises or the Under-Gantry;
- 3.9.2.3 at the request and reasonable cost of the Tenant, to serve any notice or take any other step in respect of the Premises or the Under-Gantry under the Third Party Agreement;
- 3.9.2.4 not to serve any notice, give any consent or approval or take any other step under the Third Party Agreement in respect of the Premises or the Under-Gantry without the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed).

3.9.3 The Landlord is not required to comply with the terms of **clause 3.9.2** to the extent that there is an emergency and/or the Landlord would be required to act against its own interests.

### 3.10 **Exclusion of implied rights**

This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

### 3.11 **Exclusion of liability**

The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease or any rights granted or reserved by it at the Land Registry.

### 3.12 Indemnities

In respect of any claim covered by any of the indemnities given by the Tenant or any Guarantor in or in respect of this Lease, the Landlord is to:

- 3.12.1 promptly give full written details to the Tenant or the Guarantor, as the case may be, of all claims, demands, proceedings, damages, losses, costs and expenses which may be the subject of any such indemnity;
- 3.12.2 not settle any claims, demands or proceedings without the prior written consent of the Tenant or the Guarantor as the case may be (such consent not to be unreasonably withheld or delayed) unless required to do so by an order of the court (other than a consent order); and
- 3.12.3 take reasonable steps to mitigate any losses, costs and expenses incurred by the Landlord.

### 3.13 Oversailing licences

The Landlord will not require any consideration or financial compensation from the Tenant in order to grant any oversailing licence or licence for access to and temporary use of any adjoining premises owned by the Landlord at the relevant time (including the airspace above the Premises) and required to undertake any works on or to the Premises and the Landlord shall enter into any such oversailing licence or other licence at the request and reasonable cost of the Tenant subject to the Landlord approving the form of the same (such approval not to be unreasonably withheld or delayed) and provided that the Landlord shall only be obliged to enter into any licence for access to and temporary use of any such adjoining premises where it is able to do so (having regard to the use of other parts of the Estate) and there is no reasonable alternative means of executing the relevant works.

## 4. RENTS PAYABLE

### 4.1 Obligation to pay rent

The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

- 4.1.1 with effect from [REDACTED], yearly and proportionately for any fraction of a year [REDACTED], to be paid in accordance with [REDACTED];
- 4.1.2 the [REDACTED] payable in accordance with [REDACTED];
- 4.1.3 the [REDACTED] payable in accordance with [REDACTED];
- 4.1.4 with effect from [REDACTED] and subject to **paragraph 4 in Schedule 7**, yearly and proportionately for any fraction of a year the following sums in respect of the following periods, to be paid by equal quarterly payments in advance on each Quarter Day, the first payment to be paid on [REDACTED] and being a proportionate sum (calculated on a

daily basis) in respect of the period from and including [REDACTED] up to (but not including) the next following Quarter Day:

4.1.4.1 in respect of the period from and including [REDACTED] to and including [REDACTED];

4.1.4.2 in respect of the period from and including [REDACTED] to and including [REDACTED];

4.1.4.3 in respect of the period from and including [REDACTED] to and including [REDACTED]; and

4.1.4.4 with effect from and including [REDACTED] subject to review in accordance with **Schedule 7**,

or (in each case) such other sum as shall become payable from time to time in accordance with **Schedule 7**

4.1.5 any other sums reserved as rent under this Lease, to be paid within [REDACTED] days after written demand.

#### 4.2 **Value Added Tax**

The Rents and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice addressed to the person receiving the supply is to be issued by the person making the supply.

#### 4.3 **Interest on late payment**

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums (or the amount unpaid), both after as well as before judgment, at [REDACTED] per annum above the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

#### 4.4 **Fixed Estate Charge**

The Tenant agrees and acknowledges that due to the size complexity and the unique and changing character of the Estate (to be known as "The Queen Elizabeth Olympic Park") the Landlord will not be complying with RICS service charges in commercial property code of practice 2<sup>nd</sup> edition or any replacement code or future editions of the same.

#### 4.5 **Schedules**

The provisions of **Schedules 1-7** are incorporated into this Lease and the Landlord and the Tenant will comply with their respective obligations in those Schedules.



## 5. **INSURANCE**

### 5.1 **Tenant to insure**

The Tenant is to insure the Premises with substantial and reputable insurers or through underwriters of repute against the risks and for the cover stated in **clause 5.2** and will separately insure against public and employer's liability in respect of the Premises.

### 5.2 **Insured risks and level of cover**

The Tenant's insurance will cover full rebuilding, site clearance, professional fees and VAT taking into account cover for the effects of inflation and escalation of costs and fees. The insurance will be against the risks of fire, lightning, explosion, earthquake, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability and any other risks reasonably required by the Landlord or the Tenant (but excluding any such risk which is not available in the normal London insurance market at a reasonable premium and on reasonable terms) subject in all cases to any excesses, exclusions, limitations and conditions imposed by the insurers.

### 5.3 **Terms of the insurance policy**

The Tenant:

- 5.3.1 will have the Landlord's interest noted on the insurance policy;
- 5.3.2 may, but will not be obliged to, obtain a waiver of any exclusion in respect of terrorism;
- 5.3.3 will seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Premises and in the same area as the Premises.

### 5.4 **Provision of information**

On reasonable written request the Tenant is to give to the Landlord a written summary of the Tenant's insurance policies taken out in accordance with **clause 5.1** and evidence that they are in force.

### 5.5 **Reinstatement**

The Tenant will use all reasonable endeavours to obtain any consents required to reinstate any damage to or destruction of the Premises by any of the Insured Risks. Subject to those consents being obtained and remaining unrevoked, the Tenant will apply the insurance proceeds received under the buildings insurance in reinstating damage to or destruction of the Premises as soon as reasonably practicable after the date of the damage or destruction, the Tenant making good any shortfall in the proceeds of insurance from its own moneys save to the extent such shortfall arises through the act or default of the Landlord. Where the Premises are substantially damaged or destroyed the Landlord may not insist that the Premises are reinstated or rebuilt in a form which is identical to the Premises immediately before the damage or destruction occurred if the Premises as reinstated or rebuilt are of equivalent Lettable Floor Area.

## 5.6 Termination following damage to or destruction of the Premises

- 5.6.1 If, following damage or destruction of the Premises by any of the Insured Risks, the whole or substantially the whole of the Premises are unfit for occupation and use or are inaccessible, either the Landlord (subject to **clause 5.6.2**) or the Tenant may end this Lease by serving written notice on the other if the whole or substantially the whole of the Premises have not been made fit for occupation and use and accessible within [REDACTED] of the date of the damage or destruction.
- 5.6.2 The Landlord's right to end this Lease pursuant to **clause 5.6.1** shall be suspended if and for so long as the Tenant is complying with its obligations in **clause 5.5** or **clause 5.9** provided that if the whole or substantially the whole of the Premises have not been fully reinstated or the Premises have not been cleared, levelled, landscaped and left in a clean and safe condition within [REDACTED] of the date of the damage or destruction, the Landlord may end this Lease by serving written notice on the Tenant.
- 5.6.3 The right of the parties to terminate this Lease under this **clause 5.6** in respect of the relevant event of damage or destruction shall end once the Premises have been made fit for occupation and use and accessible or (as applicable) have been cleared, levelled, landscaped and left in a clean and safe condition.

## 5.7 Ownership of insurance proceeds if reinstatement impossible

In the event of termination in accordance with **clause 5.6** the insurance monies received by the Tenant will be apportioned between the Landlord and the Tenant in proportion to the value of their respective interests in this Lease at the date of the relevant damage or destruction. Any dispute about this **clause 5.7** is to be referred at the request of either the Landlord or the Tenant to a single arbitrator under the Arbitration Act 1996.

## 5.8 Uninsured risks

If the Premises are wholly or substantially damaged or destroyed by a risk that is not an Insured Risk:

- 5.8.1 neither the Landlord nor the Tenant will be under any obligation to repair, decorate, rebuild or reinstate the Premises or to contribute towards the costs of doing so except in accordance with the terms of this **clause 5.8**;
- 5.8.2 this Lease will end on the date [REDACTED] after the date of the damage to or destruction of the Premises unless, during that year the Tenant serves a notice on the Landlord in which the Tenant elects to reinstate or rebuild the Premises and commences reinstatement within [REDACTED] of service of that notice;
- 5.8.3 if the Tenant elects to reinstate or rebuild the Premises, it will do so at its own cost and expense and the provisions of **clauses 5.5, 5.6** and **5.9** will apply regardless of the cause of the damage to or destruction of the Premises and whether it was insured against and as if the reference to the date of damage or destruction in **clause 5.6** were to the date of the Tenant's election to reinstate the Premises.

## 5.9 **Tenant's clearance obligations**

If following damage or destruction rendering the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible the Tenant has failed to make the Premises fit for occupation and use and accessible within [REDACTED] of the date of the damage or destruction or the Lease ends in accordance with **clause 5.8.2**, or if the Tenant does not elect to reinstate in the circumstances contemplated by **clause 5.8.3**, the Tenant shall as soon as reasonably practicable clear the Premises leaving the Premises level, appropriately landscaped and in a clean and safe condition (these obligations surviving any termination of this Lease) and shall whilst the Lease subsists maintain the Premises in such condition pending any redevelopment.

## 5.10 **Means of reinstatement**

When reinstating the Premises the Tenant may make any changes in the design, layout and specification of the Premises so long as the Tenant obtains the prior written consent of the Landlord to the extent required under **clause 7.5** (such consent not to be unreasonably withheld or delayed).

## 5.11 **Tenant's insurance obligations**

The Tenant is:

5.11.1 to comply with the requirements of the insurers of the Premises;

5.11.2 to notify the Landlord immediately in writing of any damage to or destruction of the Premises with a claim value in excess of [REDACTED] (or such other amount as the Landlord notifies to the Tenant from time to time), whether by any of the Insured Risks or otherwise of which the Tenant becomes aware.

## 5.12 **Landlord's insurance obligations**

The Landlord is to comply with the requirements of the insurers of the Premises when entering the Premises to the extent relevant and notified to the Landlord in writing.

## 6. **COSTS AND OUTGOINGS**

### 6.1 **Payment of outgoings**

The Tenant is to pay all outgoings of whatever nature in relation to the Premises including business rates and utilities costs (including standing charges and taxes payable on utility costs) and a fair proportion, to be determined by the Landlord acting reasonably, of any which relate to both the Premises and any other parts of the Estate. This obligation does not require the Tenant to pay any such costs arising from any dealing by the Landlord with its interest in the Estate or to pay tax payable by the Landlord on the Rents or any other sums due under this Lease.

### 6.2 **Utilities provided or procured by the Landlord**

6.2.1 For so long as the CCHP Agreement exists and is in full force and effect, the Tenant must (to the extent required by the CCHP Agreement):

- 6.2.1.1 connect to the heating services provided by the H&C Network in respect of any heating services for the Premises;
- 6.2.1.2 not install any central heating in the Premises;
- 6.2.1.3 not install a co-generation plant in the Premises;
- 6.2.1.4 not connect to a combined cooling and heating network other than the H&C Network;

provided that **clauses 6.2.1.1** and **6.2.1.4** shall not apply if the Premises will consume a supply of heating on less than ten days per year; and

- 6.2.1.5 connect to the cooling services provided by the H&C Network in respect of any cooling services for the Premises provided that this **clause 6.2.1.5** shall not apply if the Premises will consume a supply of cooling on less than ten days per year.
- 6.2.2 The Tenant acknowledges that the losses which may be suffered by Cofely (including Indirect Losses), in the event of a failure by the Tenant to connect the Premises to the H&C Network are in the contemplation of the Tenant.
- 6.2.3 For so long as the Electricity Agreement exists and is in full force and effect, the Tenant (to the extent required by the Electricity Agreement) must connect to the Electricity Network in respect of any electricity supplies for the Premises by:
  - 6.2.3.1 requesting that LVUL enters into (or procures that UKPN enters into) a Connection Agreement in accordance with Schedule 11 of the Electricity Agreement; and
  - 6.2.3.2 (provided that LVUL or UKPN also enters into the Connection Agreement) entering into a Connection Agreement in accordance with Schedule 11 of the Electricity Agreement.
- 6.2.4 In the event of a failure of the Tenant to comply with its obligations in **clause 6.2.3**, LVUL or UKPN will be entitled to recover (to the extent permitted by the Electricity Agreement):
  - 6.2.4.1 if and to the extent not recovered pursuant to (b) below, the amount of the Connection Charges (if any) which LVUL would have been entitled to receive had it entered into a Connection Agreement with the Tenant on the terms contemplated by Schedule 11 of the Electricity Agreement less any part of such Connection Charges which LVUL would have expended on its costs of making the connection; and
  - 6.2.4.2 where reinforcement of shared use elements of the Electricity Network or circuit over capacity (in respect of those assets between the intended point of connection and the 11kV switchboard at the primary power station at

King's Yard) has been required or has occurred in respect of the intended connection of the Tenant, a share of the capital costs associated with such reinforcement or over capacity which shall be calculated by reference to the capacity required by the Tenant compared to the capacity of the circuit and associated Electricity Network circuits between the intended point of connection and the 11kV switchboard at the primary power station at King's Yard following such reinforcement or over capacity.

- 6.2.5 The Tenant is to indemnify the Landlord in relation to any breach of this **clause 6.2**. The Landlord is to take reasonable steps to mitigate the extent of its liability.
- 6.2.6 Subject to **clause 6.2.7** nothing in this **clause 6.2** or **clause 3.1.4.1** shall prevent:
  - 6.2.6.1 the use of additional cooling or heating systems within or the use of additional electricity supplies to the Premises where the capacity of the H&C Network or (as applicable) the Electricity Network is insufficient to meet the demand generated;
  - 6.2.6.2 the use of secondary power supplies (including generators and uninterruptible power supplies) to provide resilience in the event of failure of or interruption to the supply of electricity through the Electricity Network; and/or
  - 6.2.6.3 the Tenant or any undertenant or other permitted occupier from making separate arrangements with Cofely and/or UKPN to vary or derogate from the CCHP Agreement or the Electricity Agreement or to increase the capacity of the electricity supply to the Premises in such a way as not to bind any party other than the party making such arrangements (or its successors in title) and not to impact on the remainder of the Estate's power supplies or obligations in relation to the same.
- 6.2.7 The Tenant must obtain the prior written consent of Cofely or UKPN (as appropriate) to the use of any additional or secondary systems or supplies contemplated in **clause 6.2.6** and provide a copy of such consent to the Landlord, or provide written confirmation that such additional or secondary systems or supplies do not require any such consent.
- 6.2.8 The Tenant's obligations pursuant to **clause 6.2.1.1 - 6.2.1.4** inclusive shall not apply in relation to:
  - 6.2.8.1 the provision of heating to toilet blocks located at the Broadcast Centre as shown on Plan 9;
  - 6.2.8.2 each connection to the primary network at which the provision of heating or hot water does not exceed a capacity of 50kW;

- 6.2.8.3 the provision of frost and condensation protection to plantrooms, switchrooms, motor rooms and for any trace heating;
  - 6.2.8.4 the provision of heating or hot water to any temporary buildings that are used for construction purposes or to any construction accommodation, which means any structure installed on the Premises and occupied as part of the construction process which is intended to be removed when construction ceases, including, without limitation, site offices, canteens and mess rooms, drying and changing rooms, storage rooms, rest rooms, wash rooms and toilets;
  - 6.2.8.5 the provision of heating or hot water where such provision is dangerous and the Tenant can demonstrate to the reasonable satisfaction of the concessionaire of the CCHP Agreement (the "Concessionaire") that the provision of heating or hot water is dangerous;
  - 6.2.8.6 any other provision of heating or hot water to the Premises which has a customer requested capacity of less than 100kW demonstrable by calculation from the Tenant (unless a higher amount is agreed by the parties to the CCHP Agreement acting reasonably) and, for the avoidance of doubt, a development may not be divided solely so as to take advantage of this provision;
  - 6.2.8.7 temporary events (which are events of less than six (6) months duration per year where the event accommodation requiring heating will be removed within seven (7) months); and
  - 6.2.8.8 spaces specifically designed to accommodate Private Mobile Radio ("PMR") and cellular telecommunications service provider equipment (regardless of whether it is internal or external to a building).
- 6.2.9 The Tenant's obligations pursuant to **clause 6.2.1.5** shall not apply in relation to:
- 6.2.9.1 spaces specifically designed to accommodate PMR and cellular telecommunications service provider equipment (regardless of whether it is internal or external to a building);
  - 6.2.9.2 the provision of cooling to any temporary buildings that are used for construction purposes or to any construction accommodation, which means any structure installed on the Premises and occupied as part of the construction process which is intended to be removed when construction ceases, including, without limitation, site offices, canteens and mess rooms, drying and changing rooms, storage rooms, rest rooms, wash rooms and toilets;

- 6.2.9.3 each connection to the primary network at which the provision of cooling does not exceed 50kW;
- 6.2.9.4 the provision of resilience for cooling to IT rooms, data rooms, computer rooms and control rooms, for which the Tenant may provide electrically driven cooling as a back up to a connection to the H&C Network, provided that in all cases save where a dispensation has been granted pursuant to the CCHP Agreement: (i) upon reasonable request from the Concessionaire, the Tenant shall provide the Concessionaire with data on the number of hours the electrically driven cooling has been operated and, for all supplies over 100kW, a run signal shall be provided from the Premises BMS system so that the Concessionaire can monitor the hours of operation; (ii) the plant should only be operated as a back up in case of a network cooling failure and for routine maintenance purpose (such routine maintenance not to exceed 48 hours per year per chiller or split air-conditioning unit) and (iii) the plant must not be used as a source of cooling in normal operating mode;
- 6.2.9.5 the provision of cooling where such provision is dangerous and the Tenant can demonstrate to the reasonable satisfaction of the Concessionaire that the provision of cooling is dangerous;
- 6.2.9.6 any other level of supply of cooling to the Premises and which has a customer requested capacity of less than 100kW demonstrable by calculation from the Tenant (unless a higher amount is agreed by the parties to the CCHP Agreement acting reasonably) and, for the avoidance of doubt, a development may not be divided solely so as to take advantage of this provision;
- 6.2.9.7 temporary events (which are events of less than six (6) months duration per year where the event accommodation requiring cooling will be removed within seven (7) months)

### 6.3 **Landlord's costs**

The Tenant is to pay to the Landlord within 14 days following written demand the proper (and, where the Tenant is not in default of its obligations in this Lease, reasonable) costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:

- 6.3.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
- 6.3.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval or imposed any unreasonable conditions) or the application is withdrawn;

- 6.3.3 the preparation and service of any notice or schedule of dilapidations during or within six months after the end of the Term;
- 6.3.4 enforcing or making good any breach of the Tenant's obligations under this Lease, including the recovery of arrears of the Rents or any other sums due to the Landlord under this Lease, whether by distress or any other means; and
- 6.3.5 the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908 or section 17 Landlord and Tenant (Covenants) Act 1995.

#### 6.4 **Tenant's indemnity**

The Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises or the Estate, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Premises or the Communal Estate Areas resulting from the act, default or negligence of the Tenant. The Landlord is to take reasonable steps to mitigate the extent of its liability.

### 7. **REPAIRS, MAINTENANCE AND ALTERATIONS**

#### 7.1 **Upkeep of the Premises**

The Tenant is to:

- 7.1.1 put and keep the Premises in good and substantial repair and condition and, when necessary for the purposes of repair, renew or replace them provided that the Tenant shall not be liable to remedy wants of repair due to any risk that is not an Insured Risk unless the Tenant elects to reinstate in accordance with **clause 5.8** and **clause 5.10**;
- 7.1.2 keep the Premises regularly and properly cleaned internally and externally;
- 7.1.3 redecorate the exterior of the buildings on the Premises as often as reasonably necessary to maintain such buildings in good decorative condition and redecorate the interior and exterior of the buildings on the Premises during the last twelve months of the Term; and
- 7.1.4 keep any parts of the Premises that are not built on clean and tidy and free from weeds and litter with any landscaped areas planted and well tended and any pavements or publicly accessible areas properly surfaced.

#### 7.2 **Compliance with notices to repair**

Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in any notice from a public authority or, if no period is specified or the notice is from the Landlord, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this **clause 7.2** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under **clause 7.1.1** or **clause 7.1.3** or **clause 7.1.4**.



### **7.3 Landlord's right to enter and repair**

If the Tenant does not comply with **clause 7.2**, the Tenant is to permit the Landlord to enter and remain upon the Premises with or without workmen, plant and materials to carry out the repairs or other works required. The costs properly incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at ■ per annum above the Interest Rate calculated from and including the date on which the Landlord demanded them to and including the date on which they are paid by the Tenant.

### **7.4 Defective Premises Act 1972**

The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law.

### **7.5 Restriction on alterations**

7.5.1 The Tenant is not to carry out alterations which could affect the structural integrity of the floor slab or which materially change the external appearance of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that this clause shall not apply to (and the consent of the Landlord shall not be required for) any alterations permitted by and carried out in accordance with the Agreement for Lease nor the installation of plant and equipment which is not visible from outside the buildings on the Premises.

7.5.2 The Tenant is not to alter or upgrade or increase the capacity of any conduits serving the Premises for the passage and transmission of Utilities to and from the Premises without the prior written consent of the Landlord as to the detail of the works and the route of any new conduits (such consent not to be unreasonably withheld or delayed subject to **clause 3.3**).

### **7.6 Standard of works**

The Tenant is to carry out any repairs, decoration and alterations in a good and workmanlike manner, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all legislation affecting the works or the means by which they are carried out.

### **7.7 Colour schemes on redecoration**

The final internal and every external redecoration of the buildings on the Premises is to be in a colour scheme or schemes approved by the Landlord, such approval not to be unreasonably withheld or delayed.

### **7.8 Removal of unauthorised alterations**

7.8.1 Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to remove any alterations or additions carried out by the Tenant in breach of its obligations in this Lease required by that notice within the period specified in the notice from a public authority or, if no period is specified or the notice is from the

Landlord, within a reasonable period after the receipt of the notice and (within that period) restore the Premises to the configuration in which they were before the alterations or additions were carried out. The Landlord may serve notice under this **clause 7.8.1** only to specify works that are required to remedy any breach by the Tenant of its obligations under **clause 7.5**.

- 7.8.2 If the Tenant does not comply with **clause 7.8.1** and fails to remedy the breach within 20 Working Days after receipt of a further notice from the Landlord referring specifically to this **clause 7.8.2** (such further notice not to be served prior to the expiry of the relevant period referred to in **clause 7.8.1**) the Landlord may, at the Tenant's cost, enter and remain upon the Premises with or without workmen, plant and materials and remove the alterations or additions made to the Premises and specified in the relevant notice and restore the Premises to the configuration in which they were before the alterations or additions were carried out and the Landlord covenants to comply with the provisions of **clause 7.6** (mutatis mutandis) in doing so. The costs incurred by the Landlord in doing so are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at ■■■ per annum above the Interest Rate calculated from and including the date on which the Landlord demanded them to and including the date on which they are paid.

## 7.9 Photovoltaic panels and brown roof

- 7.9.1 Without prejudice to the generality of the above, for the first 10 years of the Term, the Tenant is to:

7.9.1.1 retain and maintain any and all photovoltaic panels and the brown roof on part of the Premises; and

7.9.1.2 (taking into account that the panels connect into wider infrastructure and the brown roof is part of the Olympic Park Biodiversity Action Plan submitted in October 2008 and approved in February 2009 pursuant to the section 106 agreement dated 28 September 2007 and made between the Olympic Delivery Authority and the London Development Agency ("**BAP**")) to co-operate with the Landlord at the Landlord's cost in relation to any reasonable proposal or requirement to upgrade, replace or decommission such panels and/or brown roof; and

7.9.1.3 permit the Landlord to access the brown roof on the Press Centre twice a year, with further access on request and if approved by the Tenant (such approval not to be unreasonably withheld or delayed), and in each case subject to **clause 3.5** for ecological record keeping purposes in relation to the BAP.

- 7.9.2 The Landlord's rights of entry in **clause 7.3** shall also apply in the event of a failure by the Tenant to comply with the obligations in **clause 7.9.1.1 and 7.9.1.2**.

## 7.10 Under-Gantry

7.10.1 Until such time as the Gantry is reconfigured pursuant to **clause 7.10.2**:

7.10.1.1 the Tenant's obligations in this Lease will extend to any and all structures, equipment and other items situated in the Under-Gantry (but not any structures, equipment or other item installed in the Under-Gantry by the Landlord or any third party after the date of the Agreement for Lease); and

7.10.1.2 the Tenant and the occupiers of the Premises shall be entitled to use, occupy and make alterations to the Under-Gantry (subject to the terms of this Lease) for all proper purposes in connection with the use and enjoyment of the Premises and for these purposes references in this Lease to the Premises shall be deemed to include references to the Under-Gantry.

7.10.2 The Tenant will carry out such works as the Landlord reasonably requires (including removal of the outer columns, cladding and other equipment/structures) to the Under-Gantry in order to reconfigure the Gantry to enable the installation of a more defined footpath and/or widening of Waterden Road. The Tenant will commence such works within 3 months of a written request to do so from the Landlord and will complete them with all due expedition. Such works will be undertaken at the Tenant's cost and in accordance with **clause 7.6**.

## 8. USE OF THE PREMISES

### 8.1 Authorised use

The Tenant is to use the Premises only for the Authorised Use.

### 8.2 Prohibited uses

The Tenant is not to use the Premises or, where applicable, any Communal Estate Areas:

8.2.1 for any illegal or immoral purpose or anything of a lewd, obscene or pornographic nature; or

8.2.2 in a manner which creates a legal nuisance or damage to the Landlord or any tenants or occupiers of the Estate or any adjoining premises; or

8.2.3 for residential purposes other than for overnight accommodation for caretakers and/or security personnel.

### 8.3 Restrictions on use

The Tenant is not to:

8.3.1 overload the floors, ceilings or walls of the Premises or obstruct or misuse the Communal Estate Areas or any conduits within or serving the Estate;

- 8.3.2 allow any hazardous or contaminative materials to escape from the Premises into the ground or any watercourse whether or not they form part of the Premises;
- 8.3.3 place, affix or display any sign, advertisement, notice, placard, poster, flag, notification or display on the outside of the Premises or any other part of the Estate except in accordance with the signage strategy of the Landlord for the Estate from time to time;
- 8.3.4 store, keep or stack any goods, materials, plant, equipment, waste or rubbish or containers for any of them on any unbuilt areas of the Premises except any areas designed and designated for such purpose;
- 8.3.5 burn rubbish or waste materials or any other combustible matter on the Premises except in boilers or incinerators provided for that purpose; nor
- 8.3.6 affix any aerial, satellite dish or any other fixture on the outside of the buildings on the Premises so as to be visible from outside the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that before applying for consent, the Tenant must have taken all reasonable measures to minimise the impact of any such fixture on adjoining owners and occupiers.

#### 8.4 **Estate regulations and Signage Strategy**

- 8.4.1 The Tenant is to comply with all proper and reasonable regulations (including any signage strategy) made by the Landlord from time to time in connection with the Estate from time to time in the interests of good estate management and the proper and efficient operation of the Estate and the Landlord is to notify the Tenant of such regulations in writing.
- 8.4.2 In the event of any conflict between such regulations and the terms of this Lease then the terms of this Lease shall prevail.
- 8.4.3 The Landlord shall where reasonable (but only to the extent the Tenant is or would be affected by the relevant signage strategy) consult with the Tenant before issuing or amending any signage strategy for the Estate (having regard to (but without being bound by) any representations made by or on behalf of the Tenant in respect of the same).

#### 8.5 **Branding and Naming**

The Tenant is to comply with the obligations set out in **Schedule 2**.

#### 8.6 **Monitoring**

- 8.6.1 During the first [REDACTED] of the Contractual Term the Tenant will itself (if in occupation of the Premises) and will cooperate with the Landlord by encouraging occupiers of the Premises (including by using reasonable endeavours to include the obligations in this clause in occupational agreements where appropriate) to complete an annual demographic socio-economic survey of occupiers of residential and commercial premises within the Estate to include (if required):

- 8.6.1.1 employee and visitor transport habits;
- 8.6.1.2 social, economic and demographic information on employees including but not limited to age, gender, ethnicity, disability, place and length of residency in the relevant Host Borough (if relevant);
- 8.6.1.3 payment of the London Living Wage;
- 8.6.1.4 previous employment status of employees;
- 8.6.1.5 training/skills gained by employees including the completion of any apprenticeship skills courses or vocational qualifications;
- 8.6.1.6 types of jobs e.g. full time, part time, professional, entry-level;
- 8.6.1.7 details relating to sub-contracts including, but not limited to, the value of contracts let to business in the Host Boroughs, and to small and medium sized enterprises,

in each case in respect of employees engaged wholly at the Premises and subject to any legislative or regulatory restrictions on the disclosure of such data and information.

- 8.6.2 The Tenant will procure that an appropriate representative attends a regular monitoring forum to be established for the Queen Elizabeth Olympic Park (provided such attendance will not be required more than once a quarter).

## 8.7 **Media and Communications**

The Tenant will for a period of [REDACTED] from the Term Commencement Date co-operate with the Landlord and comply with the Landlord's reasonable requests (having regard to the Tenant's need to market, operate and let the Premises) in relation to media and community relations, marketing and branding of the Premises and stakeholder engagement including:

- 8.7.1 nominating an appropriate person to be the Landlord's point of contact in this respect;
- 8.7.2 notifying the Landlord of any media enquiries received by the Tenant in relation to the Landlord and/or the Estate and having regard to (but without being bound by) the Landlord's representations as to how those enquiries should be responded to;
- 8.7.3 sharing and consulting with the Landlord in relation to the initial marketing campaign and any launch event relating to the Premises; and
- 8.7.4 consulting with and working with the Landlord in co-ordinating subsequent events and campaigns

and will not publicise materials making use of the name "Queen Elizabeth Olympic Park", "Olympic" and other related terms (other than in accordance with **Schedule 2**) without the prior written agreement of the Landlord.

## 8.8 **Tenants' Association**

The Landlord will consider setting up a tenants' association for the tenants of the Estate.

## 8.9 **Lawful use**

The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation.

## 8.10 **Restricted Areas**

8.10.1 The Tenant is not to use the Restricted Area for any use other than for:

8.10.1.1 pedestrian access (including for mobility scooters and the like);

8.10.1.2 access for emergency vehicles; and

8.10.1.3 carrying out maintenance or other works to the Broadcast Centre or the Gantry or (where such works could not otherwise reasonably and economically be carried out) other parts of the Premises.

8.10.2 At all times throughout the Term, the Tenant will keep the Restricted Area:

8.10.2.1 unbuilt upon;

8.10.2.2 clean and tidy; and

8.10.2.3 in a good state of repair.

## 8.11 **Co-ordination Group**

For such time only as the Tenant reasonably requires the Landlord to do so pursuant to the terms of an underlease dated 19 February 2013 made between Innovation City (London) Limited and British Telecommunications Plc, the following provisions will apply:

8.11.1 The Landlord and the Tenant will each nominate a suitable representative to join the Co-ordination Group and the Tenant will use reasonable endeavours to procure that any occupier or prospective occupier of any part of the Premises required from time to time by the Tenant to form part of the Co-ordination Group procures a suitable representative to join the same.

8.11.2 The Co-ordination Group will be responsible for the joint co-ordination of the works of development to the Premises in a manner sympathetic to the interests of the Landlord and the Tenant and the occupiers and prospective occupiers of the Premises with paramount regard to the health and safety of contractors, staff and visitors at all times.

8.11.3 The Landlord will consult with the Co-ordination Group before issuing or amending any Regulations and the co-ordination of works of development on the Premises, and will have regard to (but without

being bound by) any reasonable representations or reasonable conclusions made by the Co-ordination Group in respect of the same.

## 9. ASSIGNMENT, UNDERLETTING AND CHARGING

### 9.1 Restrictions on alienation

9.1.1 On or before the Date of Practical Completion of the Tenant's Works or the relevant Phase, the Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the Premises, hold the whole or any part of the Premises on trust for any other person except and to the extent that it is permitted to do so:

9.1.1.1 pursuant to the terms of the Agreement for Lease (including granting licences and other rights of access in connection with the carrying out of the Tenant's Works or Fitting Out Works (as those terms are defined in the Agreement for Lease)); or

9.1.1.2 in accordance with **clauses 9.7** and **9.11** of this Lease, but may grant wayleaves subject to compliance with **clause 9.14.2**.

9.1.2 Following the Date of Practical Completion of the Tenant's Works or the relevant Phase, the Tenant is not to assign or underlet the whole or any part of the Premises or hold the whole or any part of the Premises on trust for any other person (save where a trust arises following transfer of this Lease but pending registration of such transfer at the Land Registry) except and to the extent that it is expressly permitted to do so by **clauses 9.2** to **9.14** of this Lease.

9.1.3 The Tenant is not to assign or otherwise dispose of (other than by way of security in accordance with **clause 9.11**) the right to receive any Gross Income (as defined in **Schedule 4**) or Revenue (as defined in **Schedule 5**) other than at market value.

### 9.2 Right to assign whole

The Tenant may assign the whole of the Premises if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed.

### 9.3 Pre-conditions to assignment

For the purposes of section 19(1A) Landlord and Tenant Act 1927, the Landlord may impose the following conditions before giving consent to any assignment of this Lease:

9.3.1 that the proposed assignee enters into a direct covenant with the Landlord to comply with the terms of this Lease whilst the proposed assignee remains the tenant of the Lease;

9.3.2 that the Tenant gives to the Landlord an authorised guarantee agreement under section 16 Landlord and Tenant (Covenants) Act 1995 on the terms of **clause 13** guaranteeing the obligations of its proposed assignee [REDACTED];

9.3.3 that any guarantor of the Tenant (not being a guarantor under an existing Authorised Guarantee Agreement) gives to the Landlord a guarantee on the terms of **clause 13** guaranteeing the Tenant's Authorised Guarantee Agreement if the Landlord requires the same (acting reasonably); and

9.3.4 such other conditions as are reasonable in the circumstances.

#### 9.4 **Circumstances where assignment is prohibited**

For the purposes of section 19(1A) Landlord and Tenant Act 1927, the Landlord may withhold consent to any assignment of this Lease where:

9.4.1 in the reasonable opinion of the Landlord the proposed assignee (together with any proposed guarantor) is not capable of performing the Tenant's covenant in this Lease;

9.4.2 the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government; or

9.4.3 it would otherwise be reasonable to do so in the circumstances.

#### 9.5 **Right to underlet**

The Tenant may underlet the whole or part of the Premises subject to complying with the covenants in **clauses 9.6 to 9.10** inclusive.

#### 9.6 **Underletting of whole**

The Tenant may underlet the whole of the Premises if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed.

#### 9.7 **Underletting of Part in Initial Letting Period**

Subject to **clause 9.8.3** during the Initial Letting Period, the Tenant may underlet part of the Premises:

9.7.1 without the consent of the Landlord if such underletting is wholly in accordance with the Letting Strategy (but subject to **clause 9.8.2**);

9.7.2 in all other cases with the prior written consent of the Landlord which will not be unreasonably withheld or delayed. For the purpose of this **clause 9.7** only, the reasonableness of the Landlord's decision whether to grant or withheld consent will be considered in the context of:

9.7.2.1 the relative financial interests of the Landlord and the Tenant in the proposed underletting; and

9.7.2.2 the economic and leasing markets prevailing at the time of the proposed underletting.

#### 9.8 **Underletting of Part generally**

9.8.1 Subject to **clause 9.10**, following the expiry of the Initial Letting Period, for the remainder of the Term the Tenant may underlet a



Permitted Part of the Premises without the prior written consent of the Landlord.

9.8.2 Subject to **clause 9.10**, at all times during the Term, the Tenant may underlet part of the Premises which is not a Permitted Part if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed. For the purpose of this **clause 9.8.2** only, the reasonableness of the Landlord's decision whether to grant or withheld consent will be considered in the context of:

9.8.2.1 the relative financial interests of the Landlord and the Tenant in the proposed underletting;

9.8.2.2 the economic and leasing markets prevailing at the time of the proposed underletting; and

9.8.2.3 (during the Initial Letting Period only) the principles of the vision for the development of the Premises set out in the Tenant's Bid.

9.8.3 During the first [REDACTED] of the Term, the Tenant may not underlet the whole or any part of the Premises to an organisation whose primary business is the provision of storage.

## 9.9 Letting Strategy

9.9.1 The Tenant may update the Letting Strategy from time to time during the Initial Letting Period following discussions with the Landlord provided that:

9.9.1.1 the Tenant will have due regard to (without being bound by) any and all reasonable representations made by the Landlord in relation to the Letting Strategy and any updates thereto; and

9.9.1.2 the Letting Strategy must be consistent with the Tenant's Bid.

9.9.2 During the Initial Letting Period, the Tenant will provide the Landlord with a copy of any updated Letting Strategy as soon as reasonably practicable and subject to such strategy complying with **clause 9.9.1** above, such strategy will be deemed to be the Letting Strategy for the purposes of this **clause 9**.

9.9.3 The Tenant will take reasonable steps to implement the Letting Strategy during the Initial Letting Period and will keep the Landlord informed at reasonable intervals of its progress in this regard.

9.9.4 Throughout the Term, the Tenant will let and manage the Premises in accordance with the principles of good estate management, acting as a prudent commercially minded landlord in the prevailing market conditions.

9.9.5 Notwithstanding any other provision of this Lease, the Tenant will:

9.9.5.1 act in good faith in relation to any and all dealings with part or all or the Premises;

- 9.9.5.2 not enter into any transaction the main intent of which is to adversely affect the amount of Principal Rent payable to the Landlord;
- 9.9.5.3 not enter into any transaction with a Connected Person without the Landlord's prior written consent which will not be unreasonably withheld or delayed;
- 9.9.5.4 not enter into any underletting (or agree any variation to the terms of any underletting) which would adversely impact upon the due performance by the Tenant of its obligations under the Lease.

## **9.10 Investment Leases**

- 9.10.1 At all times during the Term, the Tenant may not grant an Investment Lease without the prior written consent of the Landlord which will not be unreasonably withheld or delayed.
- 9.10.2 It shall be reasonable for the Landlord to withhold its consent to the grant of any Investment Lease if the effect of the terms of that Investment Lease (taking into account the terms of any associated variation to this Lease) would be to adversely affect the amount of Principal Rent payable to the Landlord.
- 9.10.3 At the request of the Tenant the Landlord shall enter into a deed of variation to this Lease in a form reasonably required by the Tenant and approved by the Landlord (acting reasonably) to ensure that the grant of any Investment Lease will not adversely affect the amount of Principal Rent payable to the Landlord.
- 9.10.4 The Tenant shall not permit the grant of an Investment Lease by any undertenant however remote, at any time during the Term.

## **9.11 Restrictions on charges**

The Tenant is not to create any charge, whether legal or equitable, over part only of the Premises. The Tenant may create legal or equitable charges over the whole of the Premises with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) but no such consent shall be required in relation to a charge to a funder who is registered with and authorised by the Financial Services Authority (or any successor organisation responsible for the regulation of financial institutions within the United Kingdom).

## **9.12 Notification of dispositions**

Within one month after any assignment, charge or assent of the Premises and the grant, assignment or charging of any underlease, however remote, the Tenant is to give written notice to the Landlord of the disposition together with certified copies of all the documents giving effect to it (which, save in the case of a dealing with this Lease, may be redacted to exclude financial and commercially sensitive or otherwise confidential information) and is to pay to the Landlord a proper and reasonable registration fee being not less than £100.

### 9.13 **Notification of rights of occupation**

In addition to the Tenant's obligations under section 40 Landlord and Tenant Act 1954, within 20 working days of reasonable written request from the Landlord, the Tenant is to supply written details to the Landlord of all persons in occupation of the Premises, including

9.13.1 name, and company number (if applicable);

9.13.2 area occupied; and

9.13.3 the permitted use of such occupation.

### 9.14 **Wayleaves**

9.14.1 Subject to **clause 9.14.2** the Landlord will throughout the Term grant or enter into such wayleave or other agreements in respect of land within the Estate as may reasonably be required by the Tenant to facilitate the installation, retention and/or use of conduits for the operation and use of the Premises.

9.14.2 **Clause 9.14.1** is subject to:

9.14.2.1 the Landlord approving the route of the conduits (such approval not to be unreasonably withheld or delayed subject to **clause 3.3**); and

9.14.2.2 the Landlord approving the terms of any such wayleave or agreement (such approval not to be unreasonably withheld or delayed subject to **clause 3.3**); and

9.14.2.3 the Tenant being responsible for the Landlord's reasonable and proper costs in connection with such wayleave or other agreement.

## 10. **LEGISLATION PLANNING AND POLICY**

### 10.1 **Compliance with legislation**

The Tenant is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises and indemnify the Landlord against any breach of this obligation.

### 10.2 **Fire precautions**

The Tenant is to comply with all requirements of any public authority and the Tenant's insurers relating to fire prevention and fire precautions including the installation, maintenance and testing of fire sprinklers, fire alarm systems, fire extinguishers and all other equipment or systems for detecting and extinguishing fires.

### 10.3 **Notices**

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority affecting or likely to affect the

Landlord's interest in the Premises, the Tenant is at its own cost promptly to provide a copy to the Landlord.

#### **10.4 Planning applications**

The Tenant is not to apply for planning permission under any legislation relating to town and country planning or implement any planning permission in each case for works which would materially change the external appearance of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

#### **10.5 Completion of works**

If the Tenant has begun to implement a planning permission in respect of the Premises, it is to carry out and complete before the end of the Term any works permitted or required under that planning permission.

#### **10.6 London Living Wage**

The Tenant will (as far as reasonably practicable) comply with the London Living Wage in respect of its employees engaged wholly at the Premises and remunerate its workforce employed wholly at the Premises accordingly. The Tenant will encourage its tenants and occupiers of the Premises to do likewise.

### **11. ENVIRONMENTAL LAW AND SUSTAINABILITY**

#### **11.1 Compliance with environmental law**

The Tenant is to comply with all requirements of Environmental Law and is to obtain all necessary permits, licences, consents, registrations, authorisations or exemptions from any relevant statutory authority which are required for the use of the Premises including for the production, storage, use, handling or disposal of any Hazardous Material or Waste.

#### **11.2 Compliance with notices**

The Tenant is at its own cost:

11.2.1 to supply the Landlord with copies of all notices, directions, reports or correspondence from a public or other relevant authority concerning any contamination of the Premises or any migration or other escape of Hazardous Materials or Waste which may result in proceedings being taken or threatened under Environmental Law; and

11.2.2 to take and complete promptly and diligently all actions or precautions required by such notice, direction, report or correspondence.

#### **11.3 Agreement as to Liabilities**

11.3.1 The Landlord and the Tenant agree that if any statutory notice or requirement of any court or environmental authority is served on either of them or any environmental authority wishes to recover the costs of a remediation action (in each case in respect of the Premises) then, as between the Landlord and the Tenant the responsibility for complying with such notice or payment of such costs is to be apportioned as follows:

11.3.1.1 during the period up to the date on which the warranty to the Tenant from Morrison Construction Limited expires (the "**Expiry Date**") the Tenant shall be solely responsible for complying with such notice or requirement or payment of such costs to the exclusion of the Landlord; and

11.3.1.2 at all times the Tenant shall be solely responsible for complying with such notice or requirement or payment of such costs to the extent they result from New Contamination and /or the exacerbation of any Historic Contamination as a result of Tenant Activity.

11.3.2 The Landlord and the Tenant agree that the provisions of this **clause 11** constitute an agreement on liabilities for the purpose of Part IIA of the Environmental Protection Act 1990 and the statutory guidance issued in respect of it dated April 2012 (including without limitation paragraph 7.29) and the parties acknowledge that either party may show it to any environmental authority for the purpose of establishing any allocation of liability in the event of any action by an environmental authority.

11.3.3 The Tenant covenants to pay to the Landlord within 7 days of written demand an amount equal to any Environmental Liabilities suffered or incurred by the Landlord to the extent those liabilities result from New Contamination and /or the exacerbation of any Historic Contamination as a result of Tenant Activity.

#### 11.4 **Prevention of contamination**

The Tenant is not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises.

#### 11.5 **Provision of an EPC**

The Tenant acknowledges that it was provided with a copy of the Landlord's EPC before the date of this Lease.

#### 11.6 **Obtaining an EPC for the Premises**

The Tenant is to notify the Landlord in writing before obtaining an EPC for the Premises. As soon as reasonably practicable after receiving notice under this **clause 11.6**, if the Landlord holds a valid EPC for the Premises, the Landlord is to provide a copy of the EPC to the Tenant.

#### 11.7 **Production of EPCs**

Either party will provide the other with a copy of any EPC obtained under this **clause 11**.

#### 11.8 **Sustainability**

11.8.1 The Landlord and the Tenant are to use reasonable endeavours to:

- 11.8.1.1 agree and comply with an energy management plan no later than first occupation of the Premises to aid sustainability of resources;
  - 11.8.1.2 agree and operate initiatives to reduce, reuse and recycle waste; and
  - 11.8.1.3 implement such other measures as are agreed to ensure the environmental sustainability of resources in order to improve and be accountable for the energy efficiency of the Premises.
- 11.8.2 The Tenant will provide the Landlord with such information as the Landlord may reasonably request (but not more than once in any 12 month period) in relation to energy and carbon consumption, water consumption, biodiversity, waste and recycling.

## 11.9 **Groundwater monitoring**

- 11.9.1 The Landlord shall carry out groundwater monitoring and treatment in respect of the Estate to the extent required by the Environment Agency (or any successor body) and shall provide the Tenant with copies of any applicable reports and other information relating to or affecting the Premises.
- 11.9.2 The Tenant shall carry out groundwater monitoring and treatment within the Premises to the extent required by the Environment Agency (or any successor body) and shall provide the Landlord with copies of any applicable reports and other information relating to or affecting the Estate.

## 12. **END OF THE TERM**

### 12.1 **Return of the Premises**

At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease, and return all keys to the Premises to the Landlord.

### 12.2 **Exclusion of right to compensation**

Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

## 13. **GUARANTORS**

### 13.1 **Terms of the guarantee**

The terms of this **clause 13** are to be incorporated into any guarantee to be given to the Landlord under this Lease. In this **clause 13** (and any such guarantee) references to the Tenant are references to the person in respect of which the guarantee is given and not its successors in title.

### **13.2 Obligations of the guarantor**

The Guarantor guarantees to the Landlord that the Tenant will pay the Rents and comply with the Tenant's covenants in this Lease until the Tenant is released from its obligations to do so under the Landlord and Tenant (Covenants) Act 1995. This guarantee:

- 13.2.1 is given by the Guarantor as primary obligor; and
- 13.2.2 includes an independent obligation both to comply with the Tenant's covenants if they are breached and to indemnify the Landlord against that breach.

### **13.3 Right to direct claim against the guarantor**

- 13.3.1 The Guarantor agrees that the Landlord may make a claim under this guarantee and indemnity without first making a claim against the Tenant.
- 13.3.2 The Guarantor's liability shall in no circumstances exceed the liability of the Tenant's whether in duration or amount nor shall it differ materially in nature.

### **13.4 No right of set-off**

The Guarantor is to pay all sums due to the Landlord under this guarantee and indemnity without any legal or equitable set-off, counterclaim or deduction except as required by law.

### **13.5 Continuation of the guarantee**

The obligations of the Guarantor are not to be released by:

- 13.5.1 any delay or neglect by the Landlord in enforcing the Tenant's covenants or any time allowed by the Landlord for their performance;
- 13.5.2 any refusal by the Landlord to accept the payment of the Rents under this Lease in order to avoid waiving a breach of the Tenant's covenants;
- 13.5.3 to the extent permitted by the Landlord and Tenant (Covenants) Act 1995, any variation of the terms of this Lease;
- 13.5.4 the surrender of any part of the Premises in which case the liability of the Guarantor shall continue for the remaining part of the Premises, apportioned as necessary under section 40 of the Law of Property Act 1925;
- 13.5.5 the disclaimer of this Lease by the Crown or by a liquidator or trustee in bankruptcy of the Tenant;
- 13.5.6 the forfeiture of this Lease;
- 13.5.7 the Tenant being struck off the register of companies or otherwise ceasing to exist or, in the case of an individual, dying;

13.5.8 any legal limitation, immunity, disability, incapacity or other circumstances relating to the Tenant, whether or not known to the Landlord; or

13.5.9 anything else which would have released the Guarantor.

### 13.6 **New lease following disclaimer**

If the Landlord serves written notice on the Guarantor within six months after receiving notice of the disclaimer of this Lease, the Guarantor is, at its own cost, to enter into a new lease of the Premises on the same terms as this Lease for the residue of the Contractual Term calculated from the date of disclaimer. The Guarantor is to pay the proper costs of the Landlord on the grant of the new lease.

## 14. **ESTATE SERVICES**

### 14.1 **Provision of Estate Services**

14.1.1 Subject to the Tenant paying the Fixed Estate Charge and the terms of this **clause 14** the Landlord is throughout the Term and for the benefit of the Estate to carry out the Estate Services.

14.1.2 The Landlord may elect that the Management Company is to carry out some or all of the Estate Services from time to time by serving written notice upon the Tenant. Upon service of such notice, but subject always to the provisions of **Schedule 3** (which take precedence to the extent there is any conflict with this clause), the Management Company will be responsible for undertaking such of the Estate Services as are specified in the notice, and references in this **clause 14** and in **Schedule 1** to the Landlord shall apply to the Management Company in undertaking such services provided that in the event that the Management Company is in material default of its obligations under this Lease or the Management Company Deed of Covenant, the Landlord shall procure the performance of such obligations.

### 14.2 **Employment of agents and contractors**

In providing the Estate Services, the Landlord may employ managing agents, contractors or any other suitably qualified persons as the Landlord thinks fit.

### 14.3 **Limitation on liability**

If there is any failure, interruption or delay in the provision of the Estate Services the Landlord will not be liable to the Tenant in respect of any loss or damage caused by or arising from:

14.3.1 any cause or circumstance beyond the control of the Landlord including any applicable mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes; or

14.3.2 any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing,

and provided that:



14.3.3 in respect of any other failure, interruption or delay in the provision of the Estate Services, the Landlord will not be liable to the Tenant for any loss or damage unless and until the Tenant has notified the Landlord that the Estate Services are not being provided and the Landlord has not restored the provision of the Estate Services within a reasonable time.

14.4 **Minimising interruption to services**

The Landlord will use reasonable endeavours to minimise the period of failure, interruption or delay in the provision of the Estate Services.

14.5 **Management Company**

The provisions of **Schedule 3** are incorporated into this Lease and the Landlord and the Tenant will comply with their respective obligations in that Schedule.

15. **USE OF THE ESTATE**

15.1 During the first [REDACTED] of the Term the Landlord shall not permit those parts of the Estate within [REDACTED] from the boundary of the Premises to be used for [REDACTED].

15.2 During the first [REDACTED] of the Term the Landlord will not [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16. **FREEDOM OF INFORMATION**

16.1 In this clause, the following words and expressions shall have the following meanings:

"EIRs" the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them

"EIR Exception" any applicable exemption to disclosure of information under the EIRs

"Exempted Information" any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions

"FOIA" the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it

"FOIA Exemption" any applicable exemption to disclosure of

information under the FOIA

**"Information"**

means:

- (a) in relation to FOIA the meaning given under section 84 of FOIA; and
- (b) in relation to EIRs the meaning given under the definition of "environmental information" in section 2 of EIRs

**"Request for Information"**

has the meaning in the FOIA or any apparent request for information under the FOIA, the EIRs or the Code of Practice on Access to Government Information (Second Edition)

16.2 The Tenant acknowledges that the Landlord is subject to legal duties which may require the release of Information under FOIA and/or EIRs and that the Landlord may be under an obligation to provide Information subject to a Request for Information. The Tenant acknowledges that such information may include matters relating to, arising out of or under this Lease and any Information provided by the Tenant prior thereto.

16.3 The Landlord shall be responsible for determining in its absolute discretion whether:

16.3.1 any Information is Exempted Information or remains Exempted Information; or

16.3.2 any Information is to be disclosed in response to a Request for Information

and in no event shall the Tenant respond directly to a Request for Information to which the Landlord is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Landlord, unless otherwise expressly authorised to do so by the Landlord.

16.4 Subject to **clause 16.5**, the Tenant acknowledges that the Landlord may be obliged under the FOIA or the EIRs to disclose Information concerning the Tenant or matters arising out of or under this Agreement:

16.4.1 in certain circumstances without consulting the Tenant; or

16.4.2 following consultation with the Tenant and having taken (or not taken, as the case may be) its views into account,

provided always that where **clause 16.4.1** applies the Landlord shall take reasonable steps, where appropriate, to give the Tenant advance notice, or failing that, to draw the disclosure to the attention of the Tenant as soon as possible after such disclosure.

16.5 The Tenant will assist and co-operate with the Landlord as requested by the Landlord to enable the Landlord to comply with the disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at its/their own cost:

- 16.5.1 transfer any Request for Information received by the Tenant as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
  - 16.5.2 provide all such assistance as may reasonably be required from time to time by the Landlord and supply such data or information held by the Tenant for or on behalf of the Landlord as may be requested by the Landlord;
  - 16.5.3 provide the Landlord with any data or information in its possession or power where such data or information is held for or on behalf of the Landlord in the form that the Landlord requires within five working days (or such other period as the Landlord may specify) of the Landlord requesting that Information; and
  - 16.5.4 permit the Landlord to inspect such as requested from time to time.
- 16.6 Nothing in this Lease will prevent the Landlord from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

**17. EXEMPT INFORMATION DOCUMENT**

**17.1 General**

- 17.1.1 The Tenant is not to send this Lease or any copy of it to the Land Registry without complying with this **clause 17**.
- 17.1.2 At the same time as this Lease or any copy of it is sent to the Land Registry, the Tenant is, on behalf of the Landlord, to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Landlord, applying for this Lease to be designated as an Exempt Information Document by the Land Registry the form of lease to be attached being in the form stipulated in the Agreement for Lease.
- 17.1.3 The Landlord is to provide the Tenant with the forms and the copy of the Lease each referred to in **clause 17.1.2** and the associated fee within ten days after completion of the Lease.

**17.2 Underletting**

- 17.2.1 If the Tenant underlets the whole or any part of the Premises, the provisions of this **clause 17.2** will apply if the underlease is registerable at the Land Registry.
- 17.2.2 Where any information to be contained in the underlease is information that is confidential under **clause 17.1.2**:
  - 17.2.2.1 the underlease shall contain confidentiality provisions in the same form as this clause; and
  - 17.2.2.2 the tenant and the undertenant shall agree to comply with **clause 17.2.3**.
- 17.2.3 At the same time as the underlease or any copy of it is sent to the Land Registry, the undertenant is, on behalf of the Tenant to make an

application to the Land Registry on Form EX1 and Form EX1A, each signed by the Tenant, applying for the underlease to be designated as an Exempt Information Document by the Land Registry.

17.2.4 For the purposes of **clause 17.2.3**, the copy of the underlease sent to the Land Registry with each Form EX1 is to exclude:

17.2.4.1 the equivalent clause to this clause contained in the underlease and any clause in the underlease that refers to it;

17.2.4.2 information in the underlease which is also confidential information in this Lease under **clause 17.1.2**; and

17.2.4.3 any other information in the underlease that the Tenant requires to be kept confidential.

17.2.5 The Tenant is to provide the undertenant with the forms referred to in **clause 17.2.3** and the copy of the underlease referred to in **clause 17.2.4** within ten days after the completion of the underlease.

## 18. **CONFIDENTIALITY**

18.1 The Landlord and the Tenant are not, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), knowingly to disclose or publish or permit or cause to be disclosed or published any details of this Lease or any information provided by any of them to either of the other parties in connection with the negotiation of this Lease or the performance of their respective obligations under it or any application for approval made under it save only:

18.1.1 to the extent necessary in order to comply with the requirements of the Stock Exchange;

18.1.2 to HM Revenue and Customs or the rating authority;

18.1.3 to the extent necessary to comply with statutory obligations;

18.1.4 to the extent necessary for audit purposes;

18.1.5 to the extent necessary to obtain professional advice (including in relation to the determination of any dispute);

18.1.6 to the extent ordered to do so by the court or any other competent authority;

18.1.7 (in the case of the Tenant or the Landlord) in connection with any financing or investment arrangements;

18.1.8 (to the extent reasonably necessary) in connection with any proposed letting or other disposal of the Premises;

18.1.9 to the extent that it is already in the public domain (other than as the result of a breach by that party of this clause);

18.1.10 to the extent envisaged by **clause 16** (Freedom of Information); or

18.1.11 to the extent necessary for the proper performance of their respective obligations under this Lease.

18.2 Each of the parties is to procure that their professional advisers and agents are fully instructed and required to comply with these restrictions on disclosure.

## 19. **EXCLUSION OF LIABILITY**

The Landlord will not be liable to the Tenant for any loss or damage caused by or arising from:

19.1.1 any act or omission of any employee or agent of the Landlord except in the performance of duties imposed by or on the Landlord; or

19.1.2 any act or omission of any other tenant or occupier of the Estate or persons deriving title under them.

## 20. **ENFORCEMENT**

### 20.1 **Applicable law**

This Lease is to be governed by and interpreted in accordance with English law.

### 20.2 **Service of notices**

Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.

### 20.3 **Jurisdiction**

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

## 21. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LR1** of the Land Registry Particulars.

# **SCHEDULE 1**

## **Estate Services**

### **1. Interpretation**

In this Schedule, except where the context otherwise requires "maintenance" means:

1.1 inspection, maintenance, redecoration and repair; and

1.2 where repair is not economically viable, reinstatement, replacement and renewal.

### **2. Communal Estate Areas**

The maintenance of the Communal Estate Areas.

### **3. Apparatus plant machinery etc.**

The provision and maintenance of all apparatus plant machinery and equipment now or from time to time comprised in or otherwise serving the Communal Estate Areas.

### **4. Safety Equipment**

The provision and maintenance of fire alarms and fire and other safety equipment services and apparatus in the Communal Estate Areas.

### **5. Lighting**

The lighting at appropriate times of the appropriate parts of the Communal Estate Areas.

### **6. Security**

The provision of security services and personnel including appropriate levels and means of security during events (such as, but not limited to, concerts and sporting events) being held on the Estate and including where the Landlord deems appropriate the provision and maintenance of closed circuit television for the purpose of surveillance and supervision of users of the Communal Estate Areas.

### **7. Provision of Signs and General Amenities**

The provision and maintenance of street furniture, directional signs, notices, seats and other fixtures, fittings, chattels and amenities for the convenience or better enjoyment of the Communal Estate Areas.

### **8. Landscaping**

The maintenance of hard and soft landscaping and planting and other horticultural services within the Communal Estate Areas and appropriate ornamental features.

9. **Refuse**

The provision and operation of means of collection, compaction and disposal of refuse and rubbish (and the removal of litter and graffiti) from the Communal Estate Areas.

10. **Pest Control**

The provision of pest control services and personnel

11. **Statutory Requirements**

The carrying out of works to the Communal Estate Areas required to comply with legislation.

12. **Insurance**

12.1 The effecting of insurance of the Communal Estate Areas against loss or damage in the full reinstatement cost thereof.

12.2 The effecting of insurance of the engineering and electrical plant and machinery being part of the Communal Estate Areas against sudden and unforeseen damage or breakdown.

12.3 The effecting of property owners and public liability insurance and such other insurances as the Landlord may from time to time deem reasonably necessary.

13. **Public Toilets**

The provision and maintenance of toilet facilities within the Communal Estate Areas.

14. **Help Desk**

The provision of help desk services and personnel within or serving the Communal Estate Areas.

15. **Variation**

The Landlord shall have the right to add to, remove, vary, or otherwise substitute or change any of the Estate Services at any time as, in the reasonable opinion of the Landlord, is necessary from time to time in the interests of good estate management.

## SCHEDULE 2

### Branding

#### 1. Definitions

1.1 In this Schedule the following terms and expressions shall have the meanings set opposite them:

<b>Act</b>	the Olympic Symbol etc (Protection) Act 1995, as amended;
<b>Ambush Marketing</b>	any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Olympic Games, the BOA or Team GB;
<b>BOA</b>	the British Olympic Association;
<b>Brand Manual</b>	the written guidelines prescribing the permitted form and manner in which the Park Name may be used as may be amended by the Landlord in writing to the Tenant from time to time, the current form of which has been provided to the Tenant prior to the date of this Lease;
<b>IOC</b>	the International Olympic Committee;
<b>LOCOG</b>	The London Organising Committee of the Olympic Games and Paralympic Games Limited;
<b>London 2012 Games</b>	the Games of the XXX Olympiad held principally in and around London;
<b>Olympic IP</b>	all rights of the BOA and the IOC in relation to the Olympic Word and all other designations, words and logos relating to the Olympic Movement, including anything which is a 'controlled representation' or a 'protected word' for the purposes of the Act;
<b>Olympic Movement</b>	includes the IOC, the BOA, other National Olympic Committees, LOCOG and any other organising committee of the Olympic Games, any Olympic team and any other person or entity who is recognised by or required to comply with the Olympic Charter (as published by the IOC from time to time);
<b>Olympic Word</b>	the word "Olympic";



<b>Park Name</b>	The Queen Elizabeth Olympic Park;
<b>Protected Marks</b>	any trade mark, trade names, logos or other intellectual property of the BOA and/or the IOC, including marks and designs relating to the London 2012 Games, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended replaced or substituted in the future) or by any other relevant legislation enacted (whether as now in force or as enacted amended replaced or substituted in the future) in relation to the London 2012 Games;
<b>Rights Owners</b>	the BOA, the IOC, any other owner of the Protected Marks, Her Majesty Queen Elizabeth II and the Royal Household; and
<b>Territory</b>	the United Kingdom of Great Britain and Northern Ireland.

**2. Permission**

2.1 This Schedule defines the manner and circumstances in which the Tenant is entitled to make use of the Park Name and the Tenant shall make no use of the Park Name, other than as specifically set out in this Schedule, without the prior written agreement of the Landlord.

2.2 With effect from 1 January 2013, the Tenant is permitted to use the Park Name on a non-exclusive and non-transferable basis in connection with the Premises for the purposes of identifying the location of the Premises (i.e. as being located in the Estate), subject to the terms and conditions of this Lease. The rights granted under this Schedule shall continue for so long as the Landlord is entitled to permit the Tenant to use the Park Name upon the terms set out in this Schedule. If the Landlord shall cease to be so entitled, it shall notify the Tenant immediately in writing, explaining the basis on which it has ceased to be so entitled, whereupon all rights and licences granted pursuant to this Schedule shall cease. The Landlord warrants to the Tenant that the Landlord is entitled to, as at the date of this Lease, to grant to the Tenant the rights granted hereunder.

2.3 The Tenant shall not be permitted to:

2.3.1 use the Olympic Word other than as part of the Park Name;

- 2.3.2 use the Park Name in stylised or logo form, or giving any particular word or words therein prominence over any other word or words therein;
- 2.3.3 use the Park Name (or any part of it) as part of any trade name, corporate title or name, or domain name;
- 2.3.4 produce, market and sell (either itself or through authorised distributors and partners) merchandise to which the Park Name (or any part of it) is applied;
- 2.3.5 other than using the Park Name in accordance with the terms of this Schedule, use in its business any trade mark which is confusingly similar to the Park Name or Olympic Word or seek to incorporate any other Olympic IP into any name or logo; or
- 2.3.6 sub-license all or any of the rights granted to it under this Schedule to any third party provided that the Tenant shall be permitted to sub-license all or any of the rights granted to it under this Schedule to any undertenant or other lawful occupier of the Premises from time to time on terms that are wholly consistent with the provisions of this Schedule,

without the prior written agreement of the Landlord.

- 2.4 The Tenant shall furthermore comply strictly with the terms of the Brand Manual regarding its use of the Park Name. The Tenant is not permitted to use the Park Name other than as part of the "Located in" mark set out in section 5.0 of the current Brand Manual and such use must be in accordance with the terms specified in section 5.0 and 7.2 of the current Brand Manual and all other terms of this Lease.
- 2.5 It is a condition of this Lease that the Tenant shall, when referring to the Park, do so at all times by the Park Name in full.
- 2.6 The Tenant acknowledges that the Landlord's rights in relation to the Park Name are limited to the Territory and that use of the Park Name outside the Territory may be regulated by laws of other countries and the rights of third parties. While the Landlord agrees to use its good offices to assist the Tenant in obtaining any licences and permissions required to use the Park Name outside the Territory, the responsibility for obtaining any such licences and permissions (and for paying any associated costs and fees) shall be the Tenant's.

### 3. **Advertising Materials and Goodwill**

- 3.1 The Tenant undertakes to ensure that the written materials it uses to advertise, market and promote the Premises and which make use of the Park Name ("**Advertising Materials**") shall in no way reduce or diminish the reputation, image and prestige of the Olympic Word or any Rights Owner or of products sold under or by reference to the Olympic Word.
- 3.2 The Tenant shall ensure that all Advertising Materials meet the requirements of the Brand Manual and no approval is required where the Advertising Materials meet the Brand Manual. Where proposed Advertising Materials do not comply with the Brand Manual, the Tenant must obtain the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) before any such Advertising Materials are used or distributed in any medium.

- 3.3 The Tenant acknowledges that the BOA is the proprietor (or rightsowner) of the Olympic Word in the Territory by virtue inter alia of the 'Olympic association right' under the Act and shall not dispute or challenge any rights to the Olympic Word.
- 3.4 The Tenant shall ensure that all of its Advertising Materials and all other materials it intends to use which carry the Park Name be branded with such specific wording or statement as is set out in the Brand Manual or that is reasonably requested by the Landlord in writing from time to time.
- 3.5 The Tenant shall not apply for, or obtain, registration of any trade or service mark or domain name in any country which consists of, or comprises, or is confusingly similar to, the Park Name (or any part of it).
- 3.6 Any goodwill derived from the use by the Tenant of the Park Name shall, as between the parties, accrue to the Landlord. The Landlord may, at any time and at its cost, call for a confirmatory assignment of that goodwill on reasonable terms and the Tenant shall execute it. Nothing in this **paragraph 3.6** shall give the Landlord any right or interest in any goodwill deriving from or otherwise relating to the business of the Tenant or any sub-tenants or occupiers of the Premises.
- 3.7 The Tenant shall not, nor directly or indirectly assist any other person to:
- 3.7.1 use the Park Name except as authorised by this Lease; and
  - 3.7.2 do anything to diminish the rights of the Landlord or any Rights Owner in the Park Name.
- 3.8 The Tenant agrees not to undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of any kind (including an association in the minds of members of the public) between:
- 3.8.1 the Olympic Movement or any Rights Owner more generally; and
  - 3.8.2 its goods, services or its businesses generally, without the authorisation of the Landlord and the relevant Rights Owner.
- 3.9 The Tenant acknowledges and agrees that the exercise of any right granted to it under this Schedule is subject to all applicable laws, enactments, regulations and other similar instruments in the world, and the Tenant understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance by itself and third parties with whom it has a contractual relationship.
- 3.10 The Tenant shall not do, or omit to do, or permit to be done, any act which will or is likely to weaken, damage or be detrimental to the Park Name or the reputation or goodwill associated with the Olympic Movement or any Rights Owner.
- 3.11 The Tenant shall promptly provide the Landlord with copies of all communications it receives from any regulatory, industry or other authority relating to the Park Name.

#### 4. **Brand Protection**

4.1 The Tenant shall promptly notify the Landlord in writing giving particulars of the following matters coming to its attention:

4.1.1 any actual, suspected or threatened infringement by a third party of the Olympic Word;

4.1.2 any use of the Park Name by any third party which has not been authorised by the Landlord; or

4.1.3 any other form of attack, charge or claim to which the intellectual property rights in the Olympic Word may be subject.

4.2 In respect of any of the matters listed in **paragraph 4.1** above:

4.2.1 the Landlord shall, in its absolute discretion, decide what action if any to take;

4.2.2 the Landlord or its licensors shall have exclusive control over, and conduct of, all claims and proceedings; and

4.2.3 the Tenant shall not make any admissions other than to the Landlord and shall provide the Landlord with all assistance, at the Landlord's cost, that the Landlord may reasonably require in the conduct of any claims or proceedings.

#### 5. **No Marketing Obligations**

5.1 The Tenant agrees it shall not:

5.1.1 save to the extent permitted in this Schedule, use any trade marks, trade names, logos or other intellectual property of the BOA or the IOC (including the London 2012 logos) (including the Protected Marks) or to use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks;

5.1.2 represent, directly or indirectly, that it or its products or services ("**Goods or Services**") are in any way associated with the London 2012 Games or any Rights Owner or that any Goods or Services provided have been endorsed or approved by any Rights Owner;

5.1.3 undertake any form of Ambush Marketing;

5.1.4 cause or permit to be done, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Rights Owner; or

5.1.5 use its connection with the Landlord or the Park (or any Premises in the Park) in a manner that makes or implies a direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement or any Rights Owner.

5.2 The Tenant agrees:

- 5.2.1 to take reasonable steps to ensure that any of its sub-contractors or agents providing goods or services specifically in relation to the Goods or Services shall also abide by the provisions of this **paragraph 5** (as if references in this paragraph to the Tenant included references to such sub-contractors or agents);
- 5.2.2 that any Rights Owner shall have the right to enforce the terms of this Schedule directly against the Tenant; and
- 5.2.3 that this **paragraph 5.2** shall continue to apply after termination of this Lease without limit of time.

5.3 **Indemnity**

The Tenant is to indemnify the Landlord against any actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord arising from any breach of the Tenant's obligations in this Schedule.

## SCHEDULE 3

### The Management Company

**1. The Management Company**

**1.1** Until such time (if ever) as:

1.1.1 the Management Company is formed and full details of the Management Company, including evidence of ownership, are supplied by the Landlord to the Tenant;

1.1.2 the Landlord serves written notice on the Tenant that the Management Company is to undertake the obligations of the Management Company as set out in this Schedule (for the purposes of this Schedule, "the Landlord's Notice"); and

1.1.3 the Management Company Deed of Covenant is entered into by the Management Company and the Tenant;

1.2 then the provisions set out in **paragraph 2** shall not take effect.

**1.3** The Landlord may elect that the Management Company is to carry out some of the Estate Services with the Landlord retaining the obligation to carry out the remainder of the Estate Services. In such case:

1.3.1 the Landlord's Notice shall specify:

(a) those Estate Services to be carried out by the Management Company; and

(b) those Estate Services to be carried out by the Landlord; and

1.3.2 **paragraph 2.6** shall apply.

**1.4** As soon as reasonably practicable following the occurrence of the matters specified in **paragraphs 1.1.1 and 1.1.2** (and in any event within 15 working days) the Tenant shall and the Landlord shall procure that the Management Company shall enter into the Management Company Deed of Covenant being such form of Deed as is reasonably required by the Landlord to give effect to the provisions of **paragraph 2**, to be entered into by the Landlord, the Management Company and the Tenant (and any Guarantor, if relevant).

**1.5** Upon completion of the Management Company Deed of Covenant, this Lease shall be read and construed in accordance with **paragraph 2**.

**1.6** At any time after the matters specified in **paragraph 1.1** have occurred, the Landlord shall be permitted to serve a further written notice on the Tenant requiring some or all of the obligations to revert to the Landlord and in such circumstances:

1.6.1 the Management Company Deed of Covenant shall be construed so as to reflect the provisions of such notice; and

1.6.2 the provisions set out in **paragraph 2** shall be of no further effect in respect of the relevant obligations.

1.7 The Landlord may serve as many notices on the Tenant as it requires alternating the obligations between the Landlord and the Management Company.

1.8 If at any time during the Term the Management Company for the time being ceases to exist then **paragraph 2** shall not apply until a new Management Company is formed and a new Management Company Deed of Covenant has been entered into.

## 2. **Amendments to the Lease**

2.1 All covenants given by the Tenant in the Lease and any documents varying or supplemental thereto in respect of payment of the Fixed Estate Charge and the covenants varied in **paragraph 2.6** below are given by the Tenant as a separate covenant to the Management Company but the total aggregate liability of the Tenant shall not be increased as a result.

2.2 In **clause 1.1** in each of the following defined terms, references to, "the Landlord" shall be construed as references to, "the Landlord and/or the Management Company (as the context permits and provided that should any dispute or conflict arise between the Landlord and the Management Company, then the views of the Landlord shall prevail)":

2.2.1 "Communal Estate Areas"

2.2.2 Clause 15.2

2.3 A new Clause 1.2.4 will be added as follows: "references to the Management Company include any new or substituted management company or managing entity appointed by the Landlord to act as the management company for the Estate and to assume the obligations of the Management Company in accordance with this Lease;"

2.4 A new Clause 1.5.4 will be added as follows: "the Management Company in relation to clause 15, Schedule 1 and Schedule 7".

2.5 Clause 4.1 is to be amended to add in the words "(or in the case of the Fixed Estate Charge only - to the Management Company as the Landlord directs)" immediately following the words "to the Landlord" and before the words "during the Term"

2.6 In each of the following provisions, references to "the Landlord" shall be construed as references to "the Landlord and/or the Management Company":

2.6.1 Clause 1.2.11;

2.6.2 Clause 1.2.12;

2.6.3 Clause 3.4;

2.6.4 Clause 3.5;

2.6.5 Clause 4.3;

2.6.6 Clause 5.4;

2.6.7 Clause 5.5;

- 2.6.8 Clause 6.4;
  - 2.6.9 Clause 8.2;
  - 2.6.10 Clause 8.4;
  - 2.6.11 Clause 19; and
  - 2.6.12 Schedule 1
- 2.7 If **paragraph 1.4** applies:
- 2.7.1 **clause 14.1** (Provision of Services) shall be deemed to be an obligation on the part of the Management Company to carry out those Estate Services so specified in the Landlord's Notice and an obligation on the part of the Landlord to carry out those Estate Services so specified in the Landlord's Notice; and
  - 2.7.2 references to "the Landlord" in **clause 14.2** (Employment of agents and contractors) and in **clause 14.3** (Limitation on liability) shall be construed as references to, "the Landlord or the Management Company (as the case may be)".
- 2.8 In the event that the Management Company is in material default of its obligations under this Lease or the Management Company Deed of Covenant, the Landlord shall procure the performance of such obligations.



**SCHEDULE 4**

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**SIGNED** as a deed by )  
**LONDON LEGACY DEVELOPMENT** )  
**CORPORATION** )  
acting by two directors or by one )  
director and the company secretary: )

**Director**

**Director / Secretary**

**SIGNED** as a deed by )  
**INNOVATION CITY (LONDON) LIMITED** )  
acting by a director and its secretary )  
or two directors )

**Director**

**Director / Secretary**



**APPENDIX 1**

**Official Copies**

## **APPENDIX 2**

### **Plans**

Plan 1 – Premises

Plan 1a – Under-Gantry

Plan 2 – Estate

Plan 3 – Access Road - transformation

Plan 4 – Access Road - legacy

Plan 5 – Data Centre footprint

Plan 6 – Duct A

Plan 7 – Duct C

Plan 8 – Public access routes and spaces, and Restricted Areas

Plan 9 – LBC toilet blocks (?)

## **APPENDIX 3**

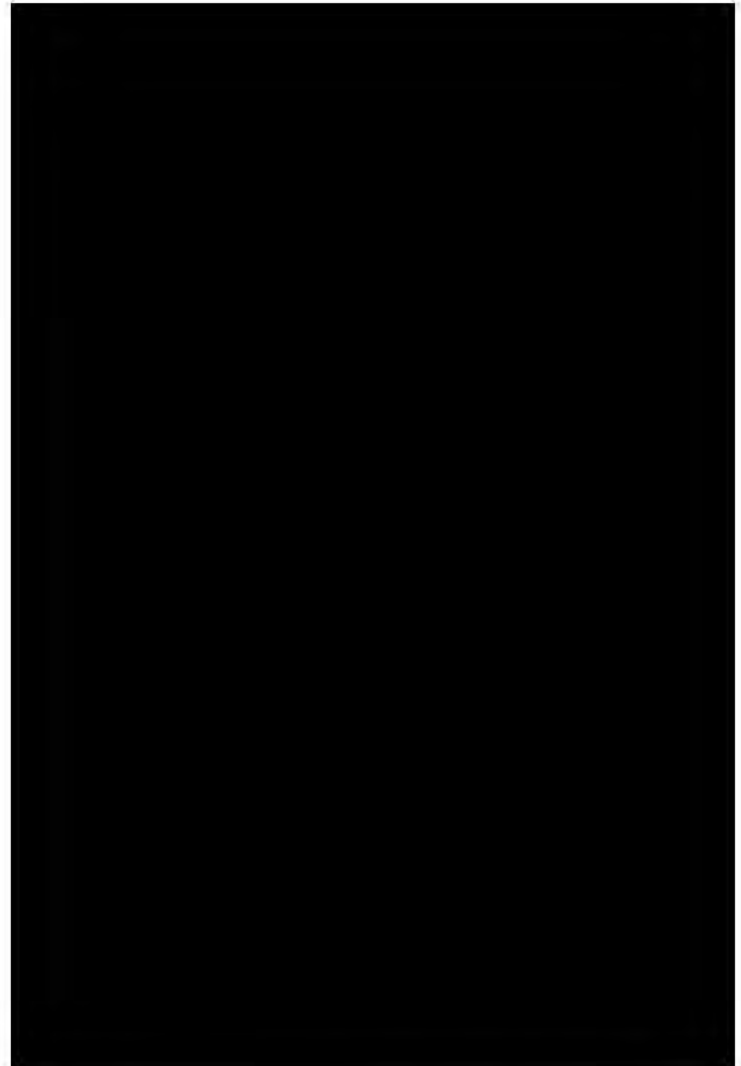
### **Letting Strategy**

## APPENDIX 4



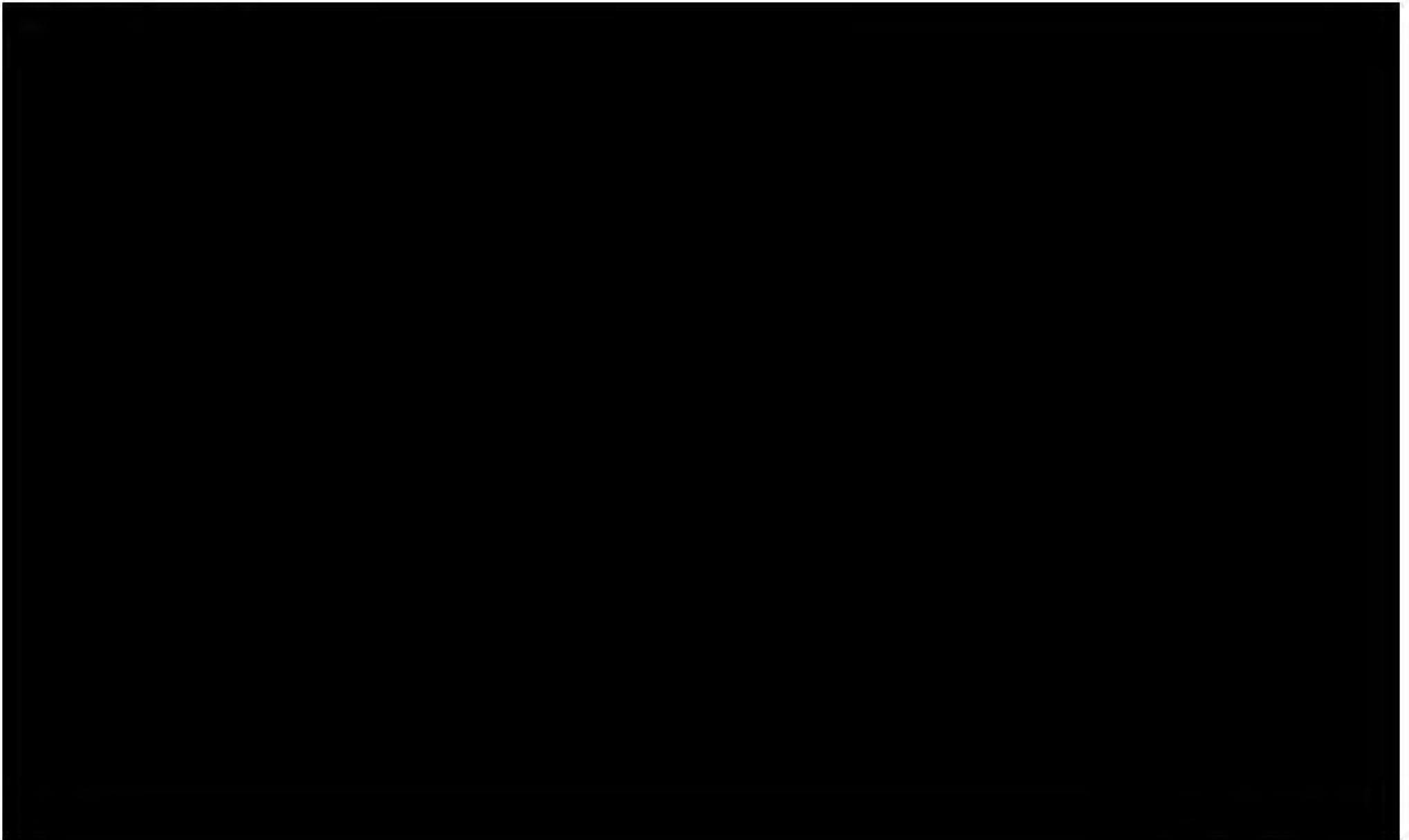
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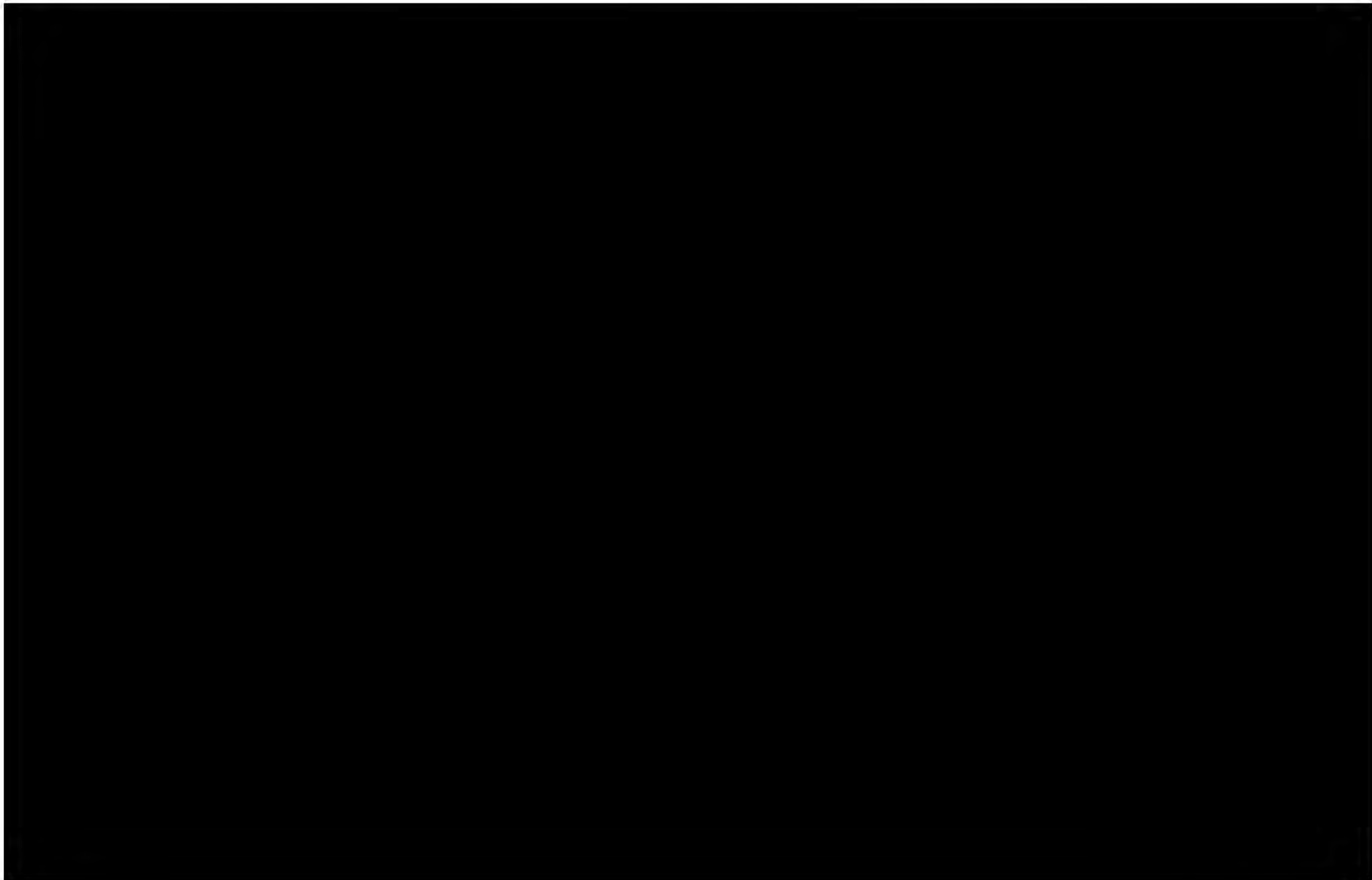
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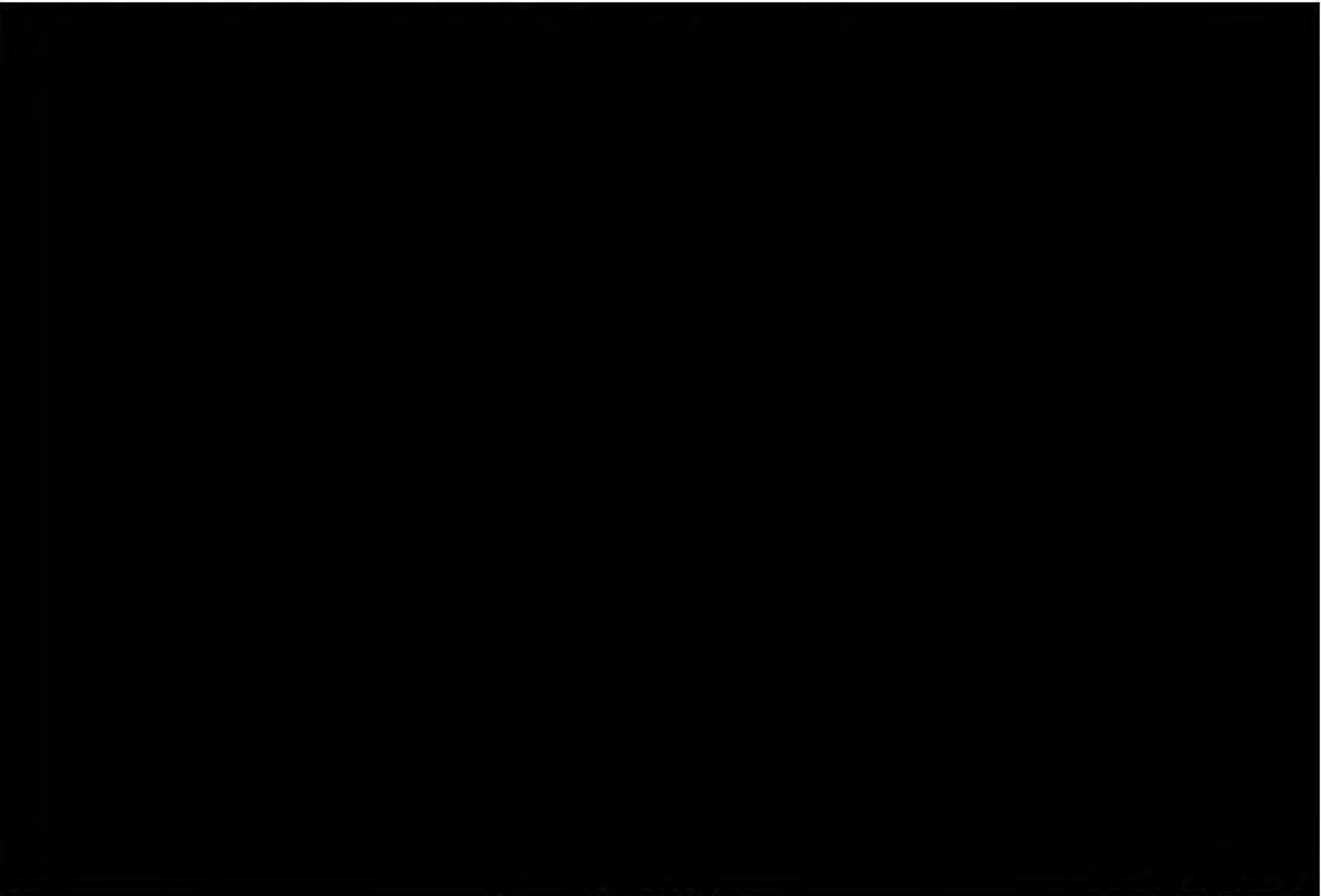
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Outline Specification

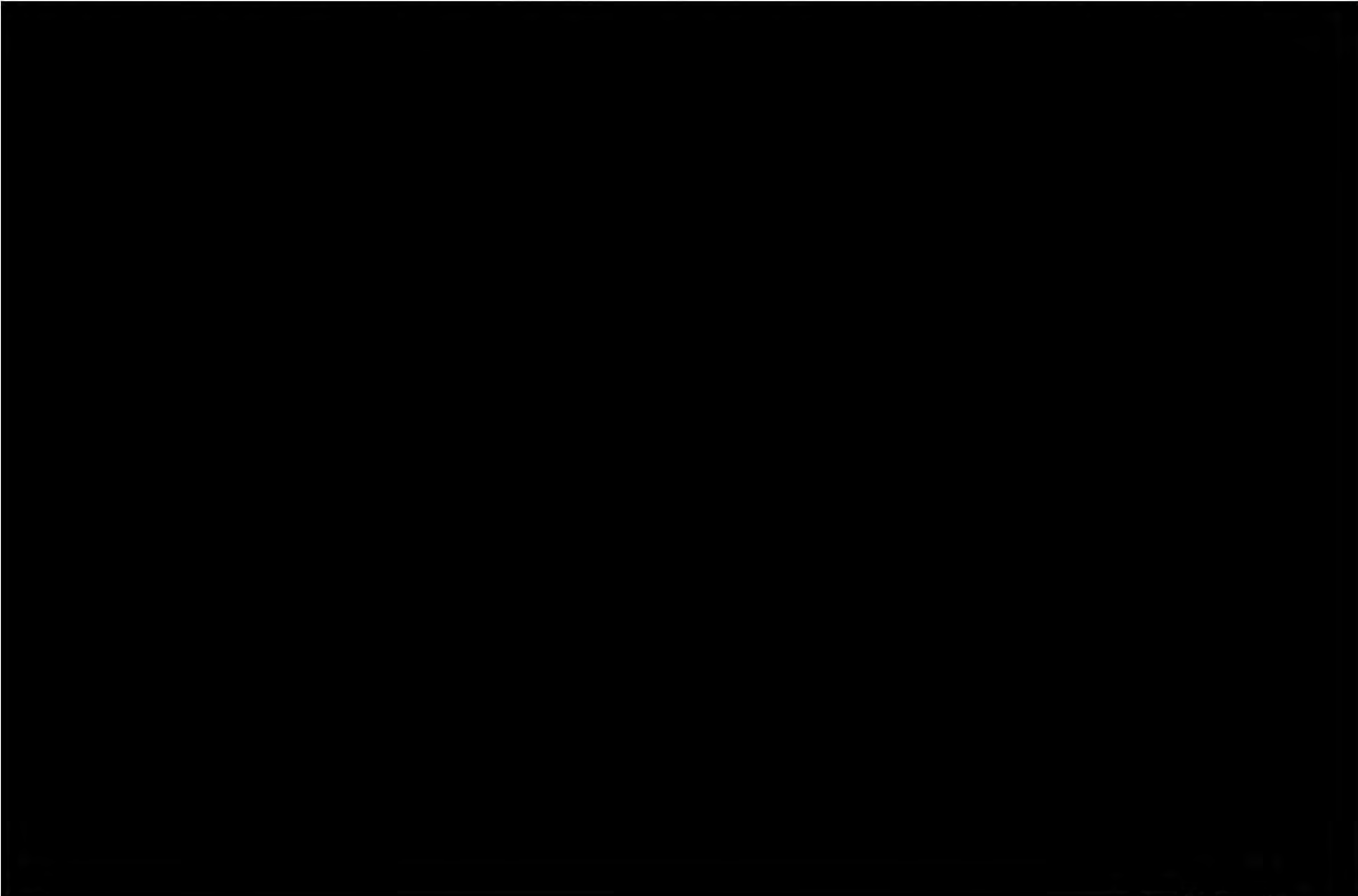




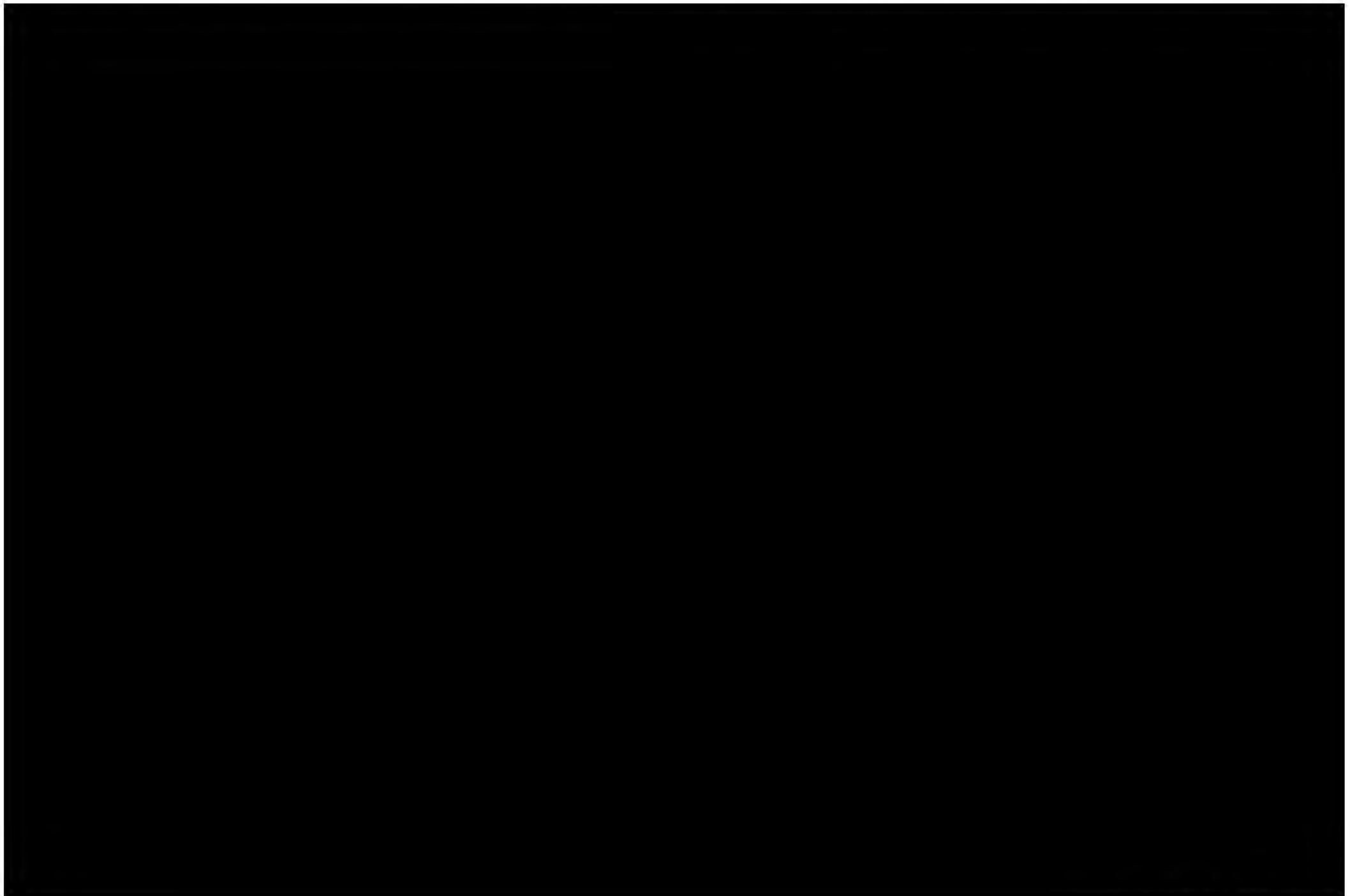


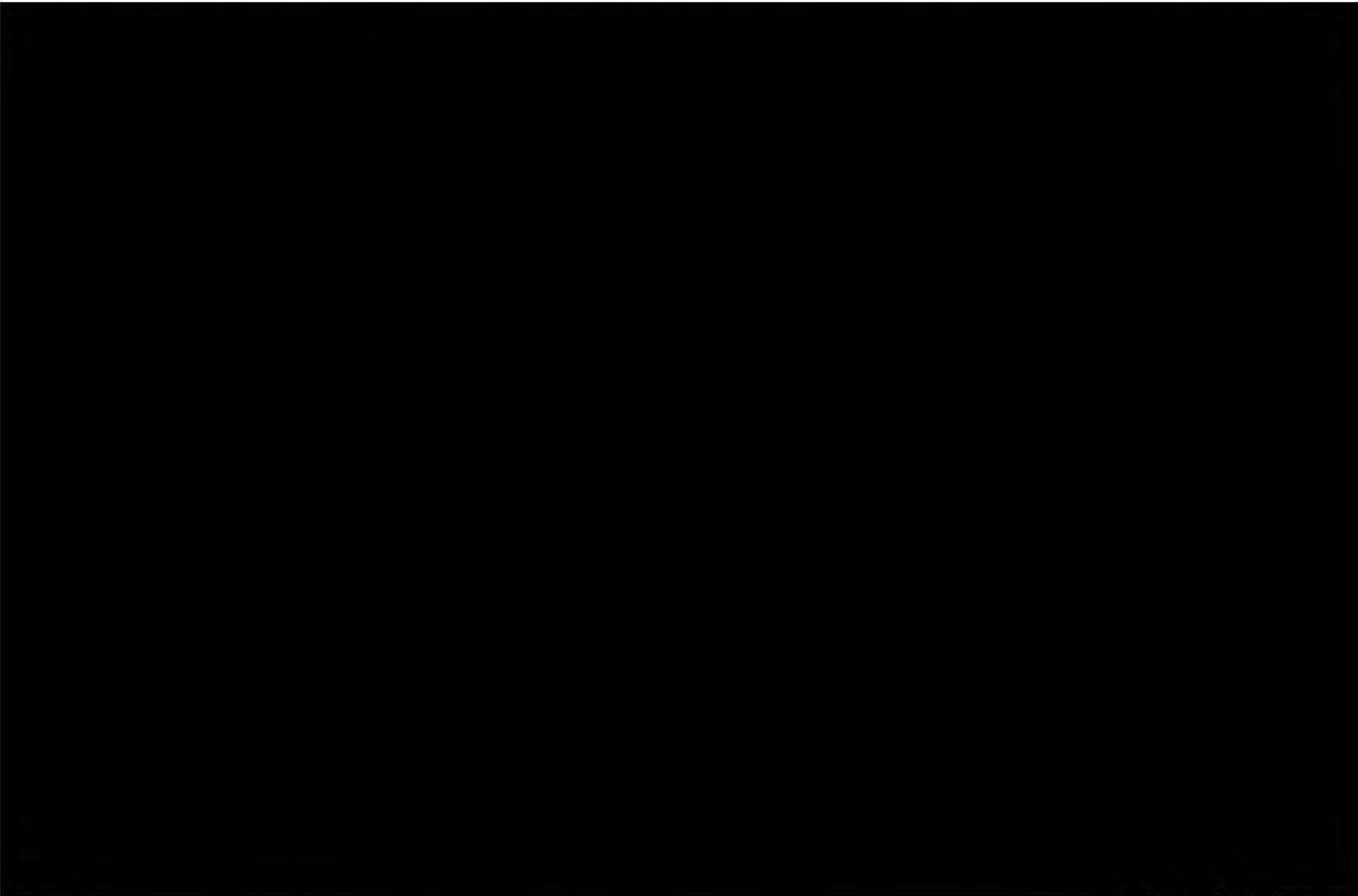




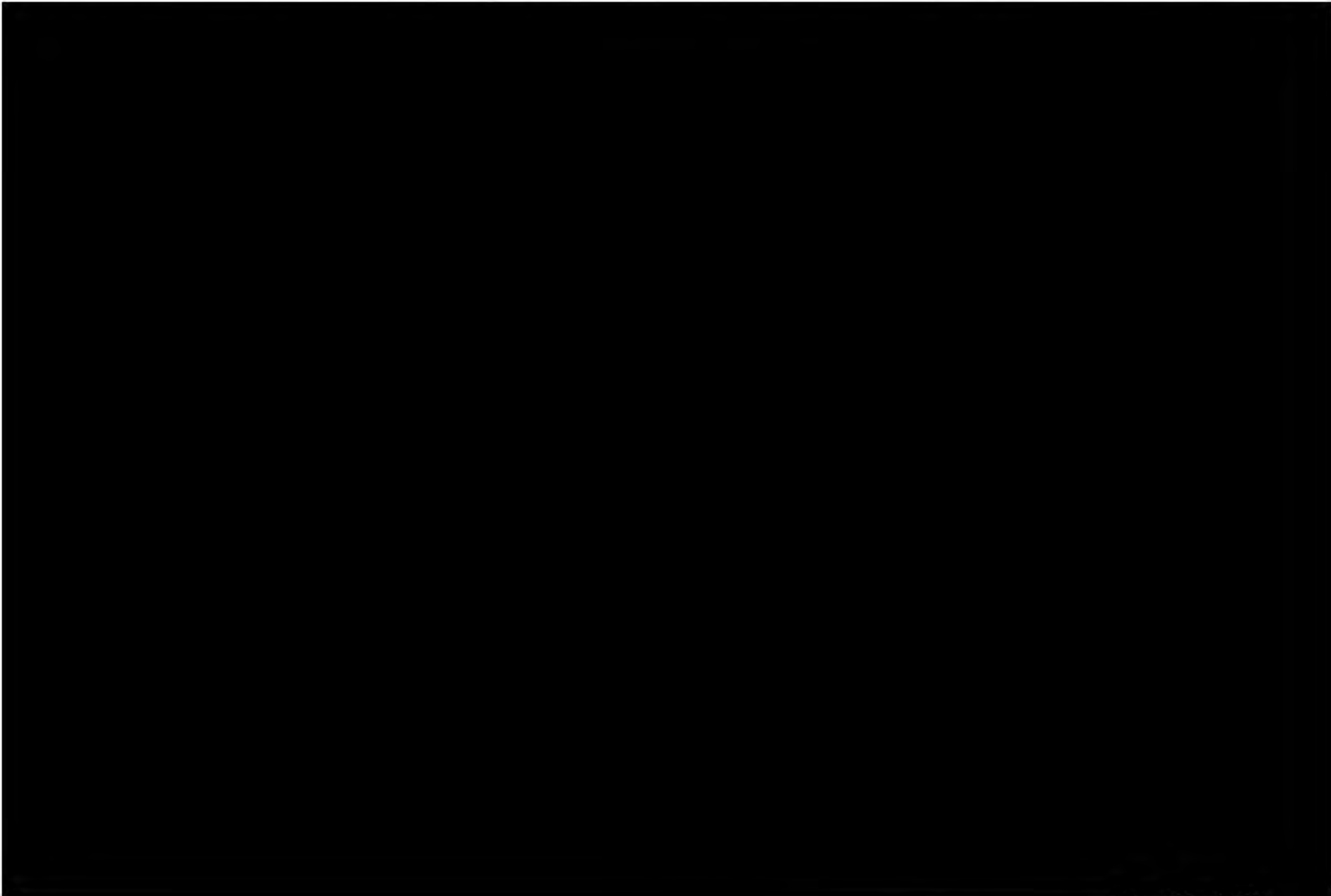




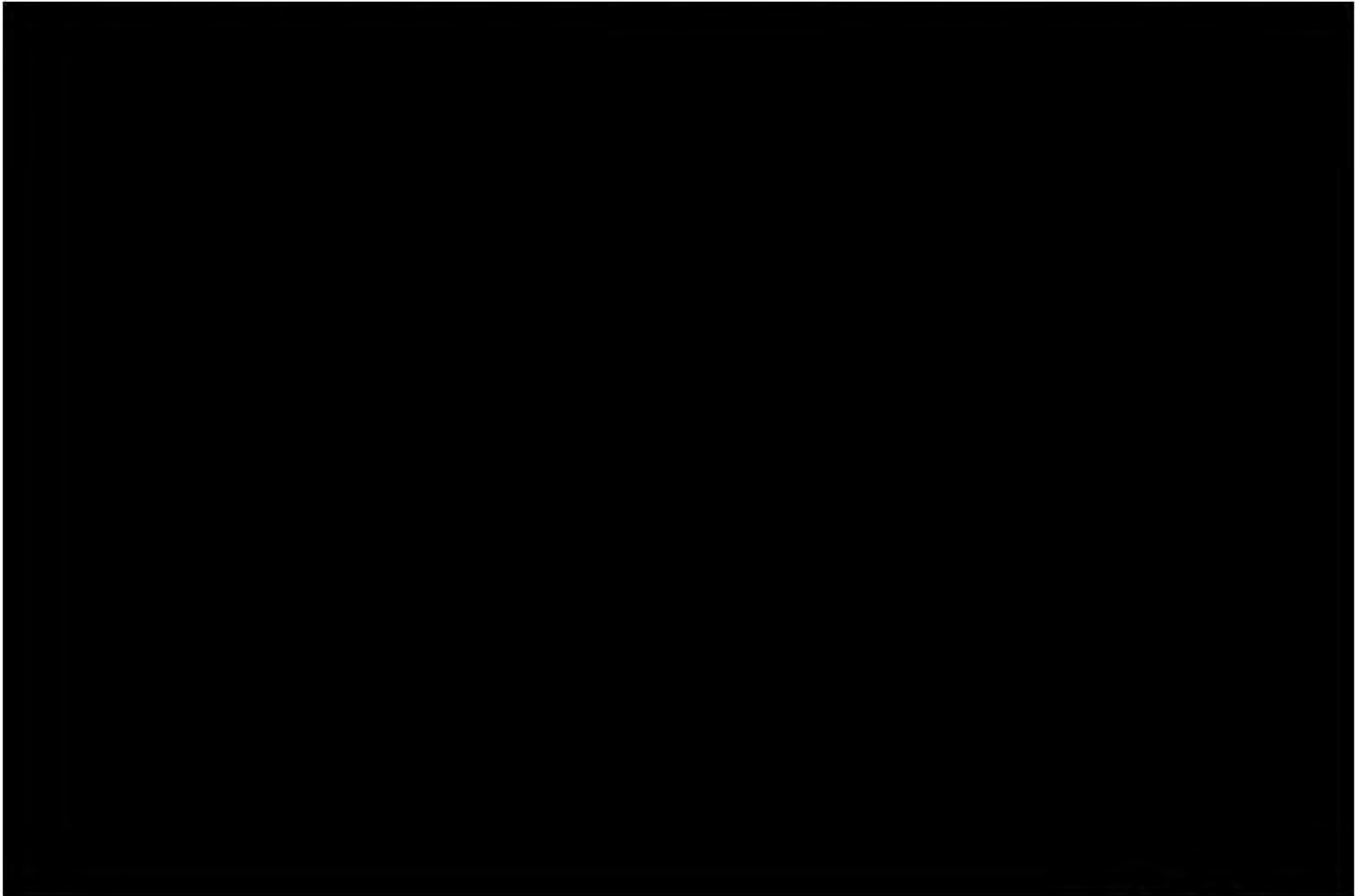


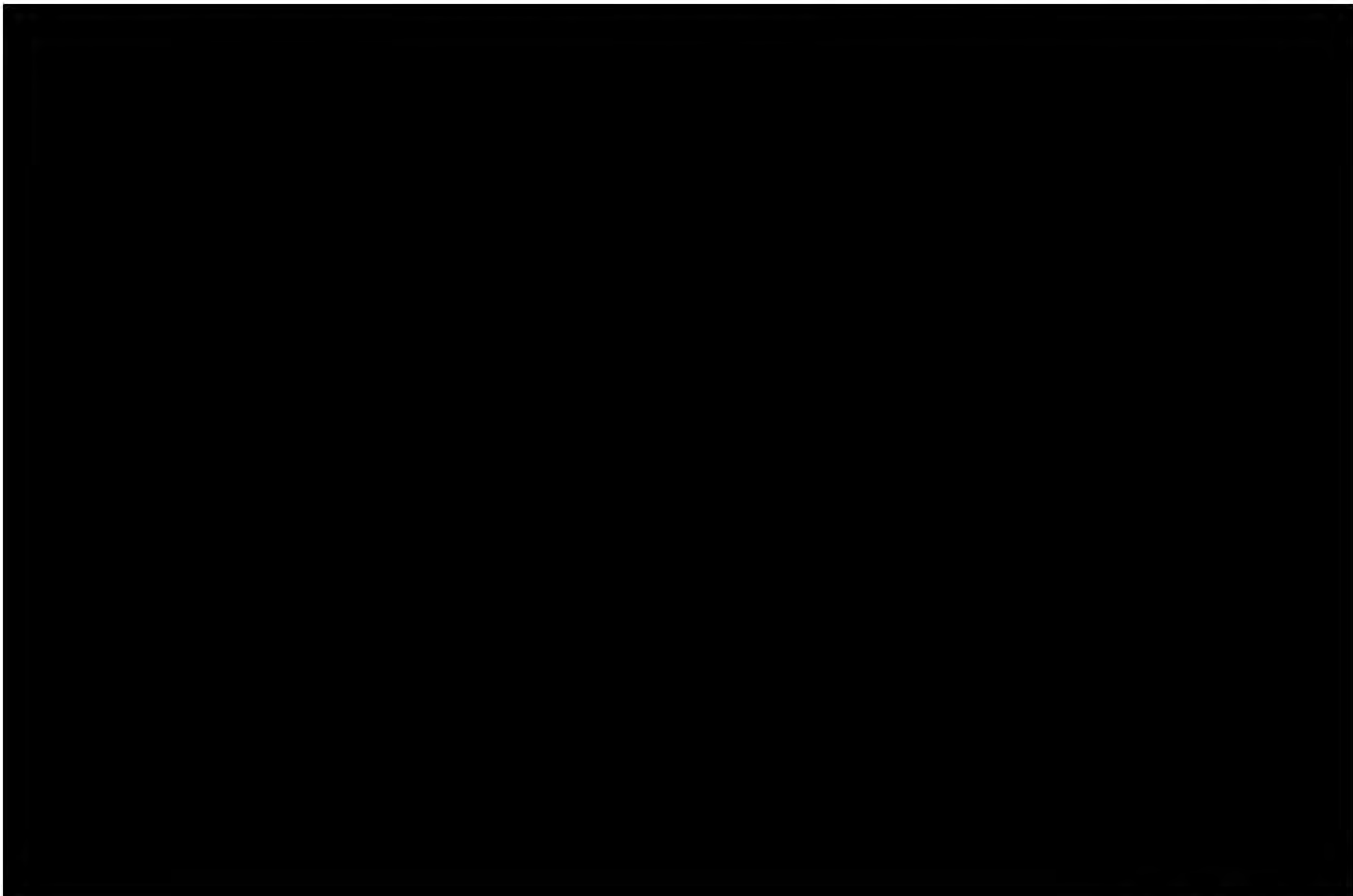




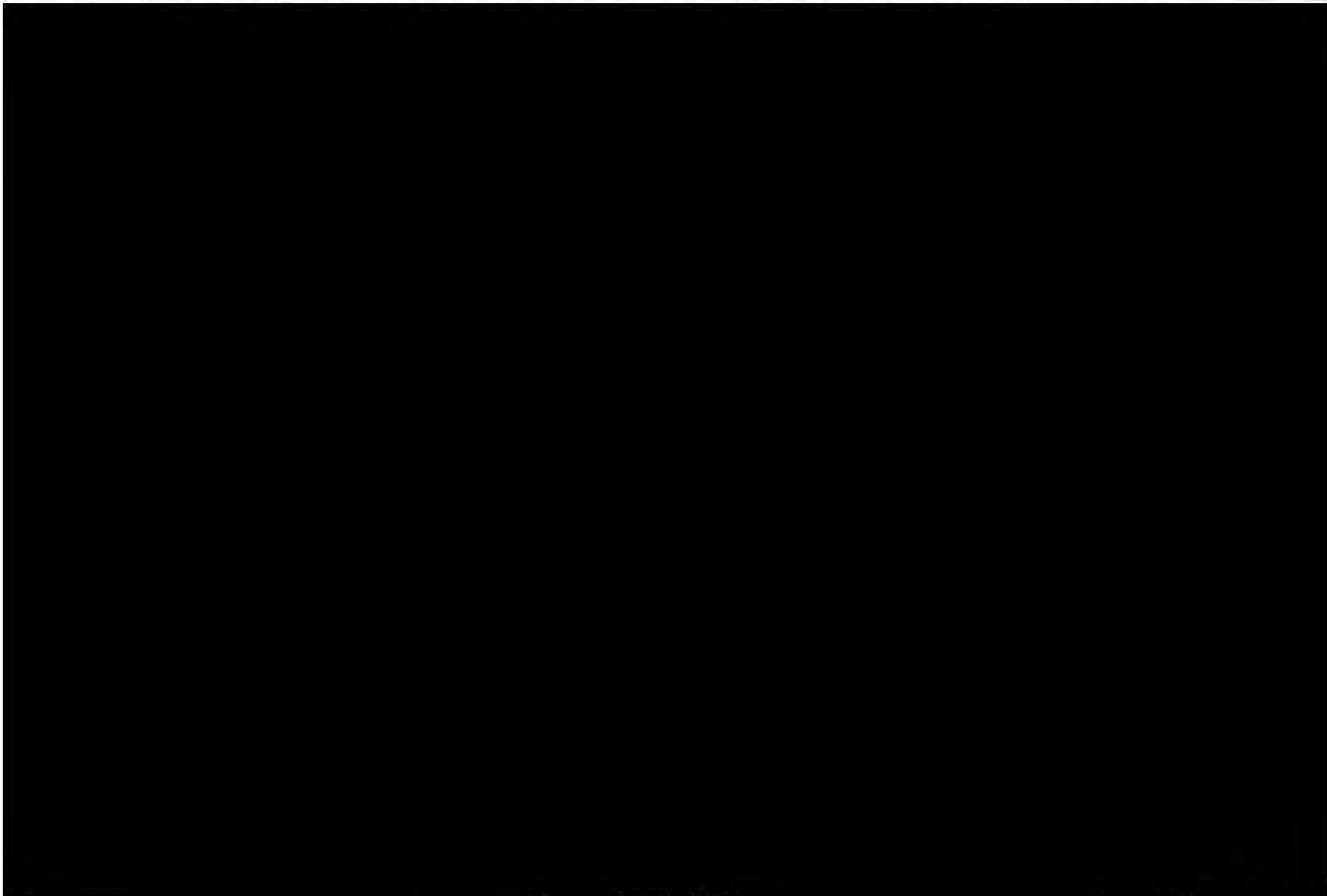


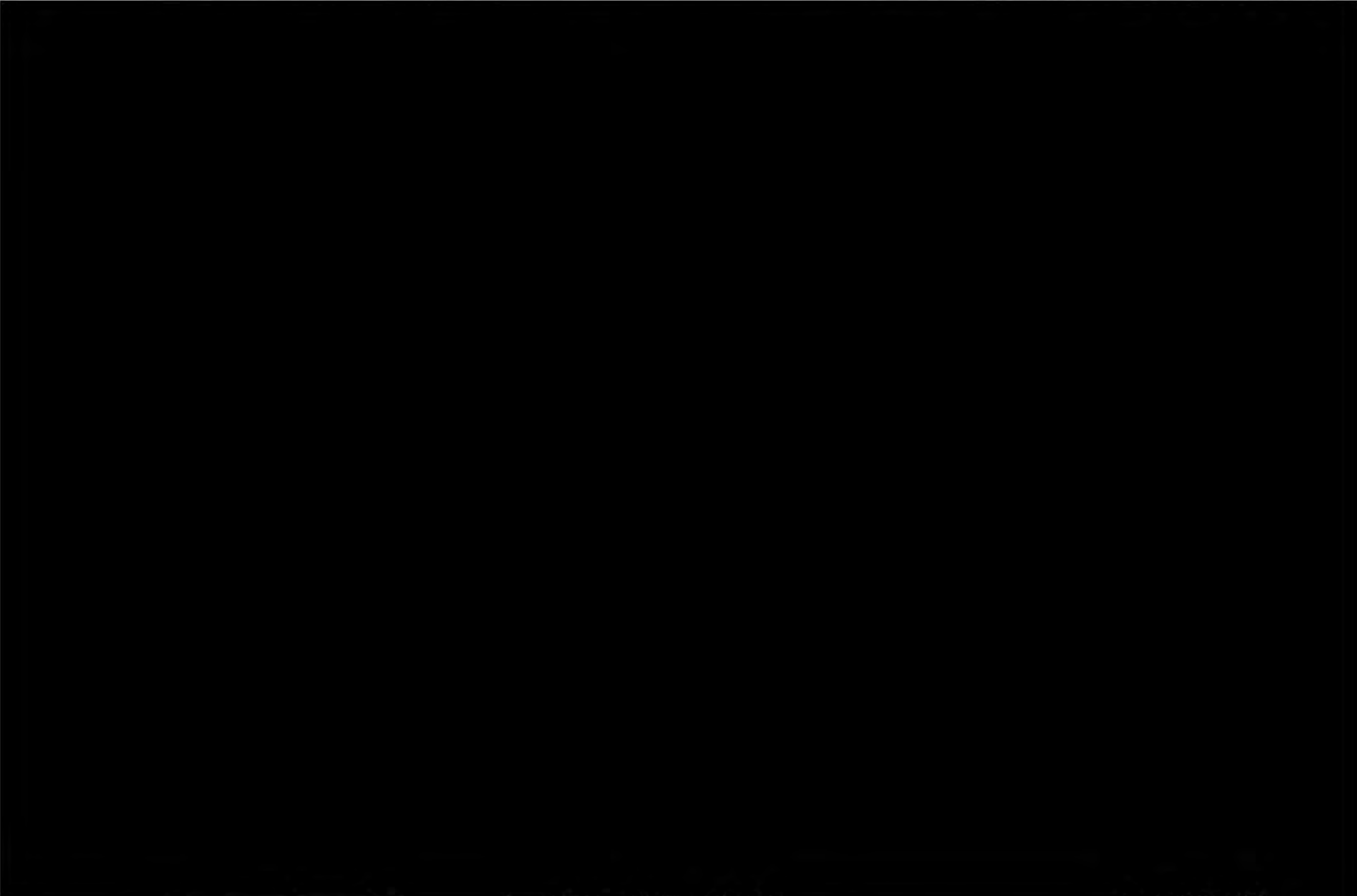




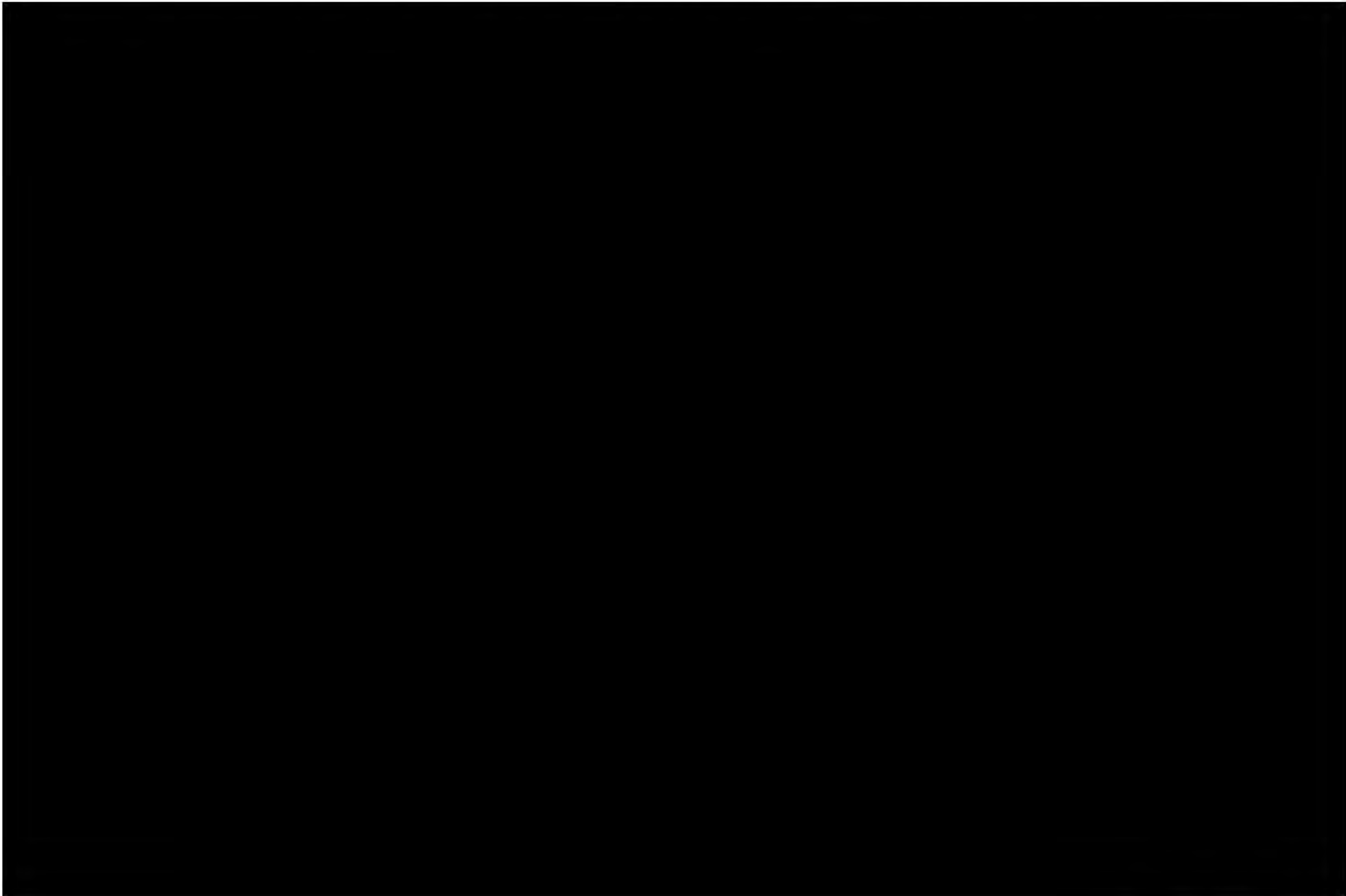


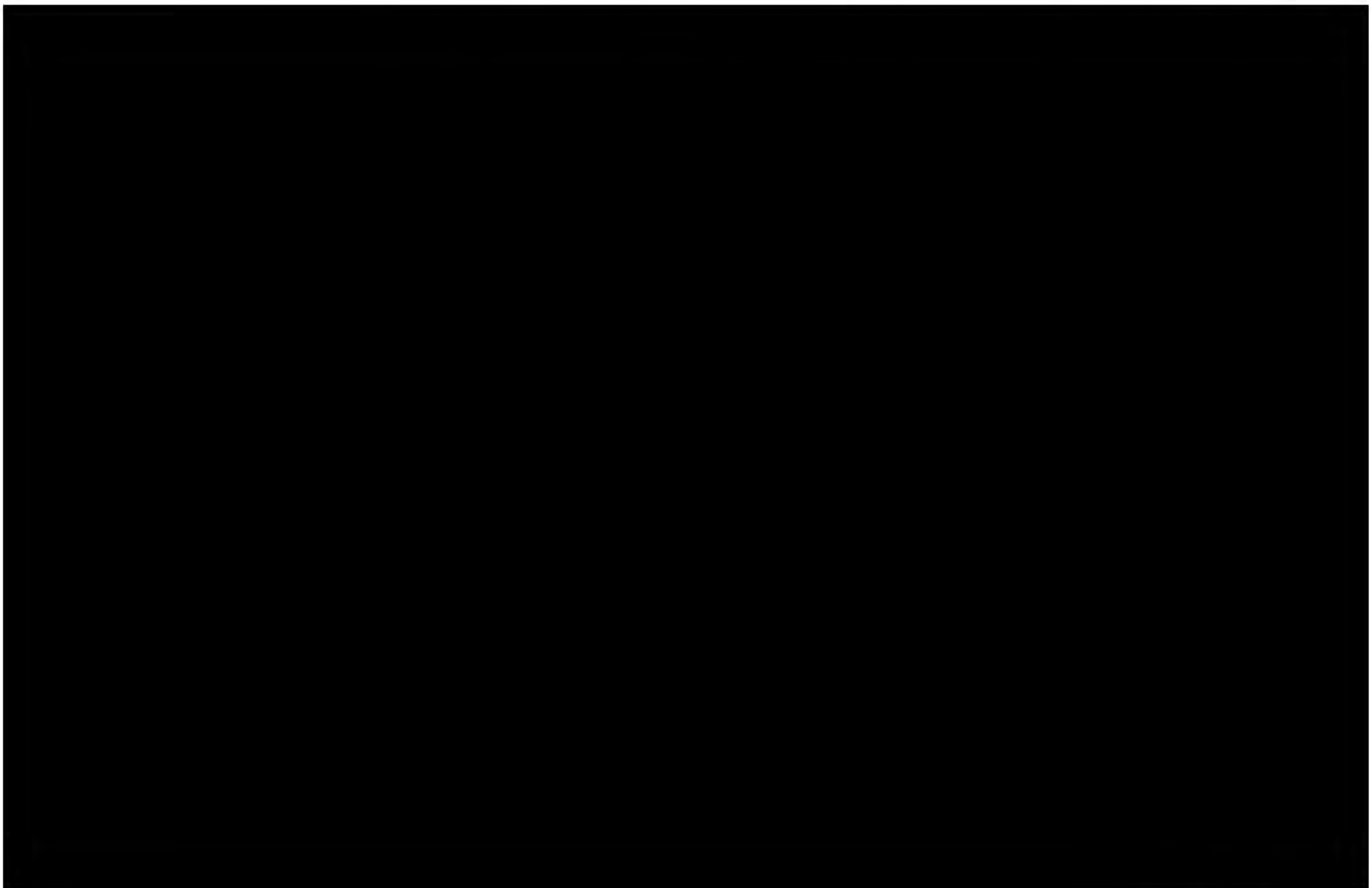




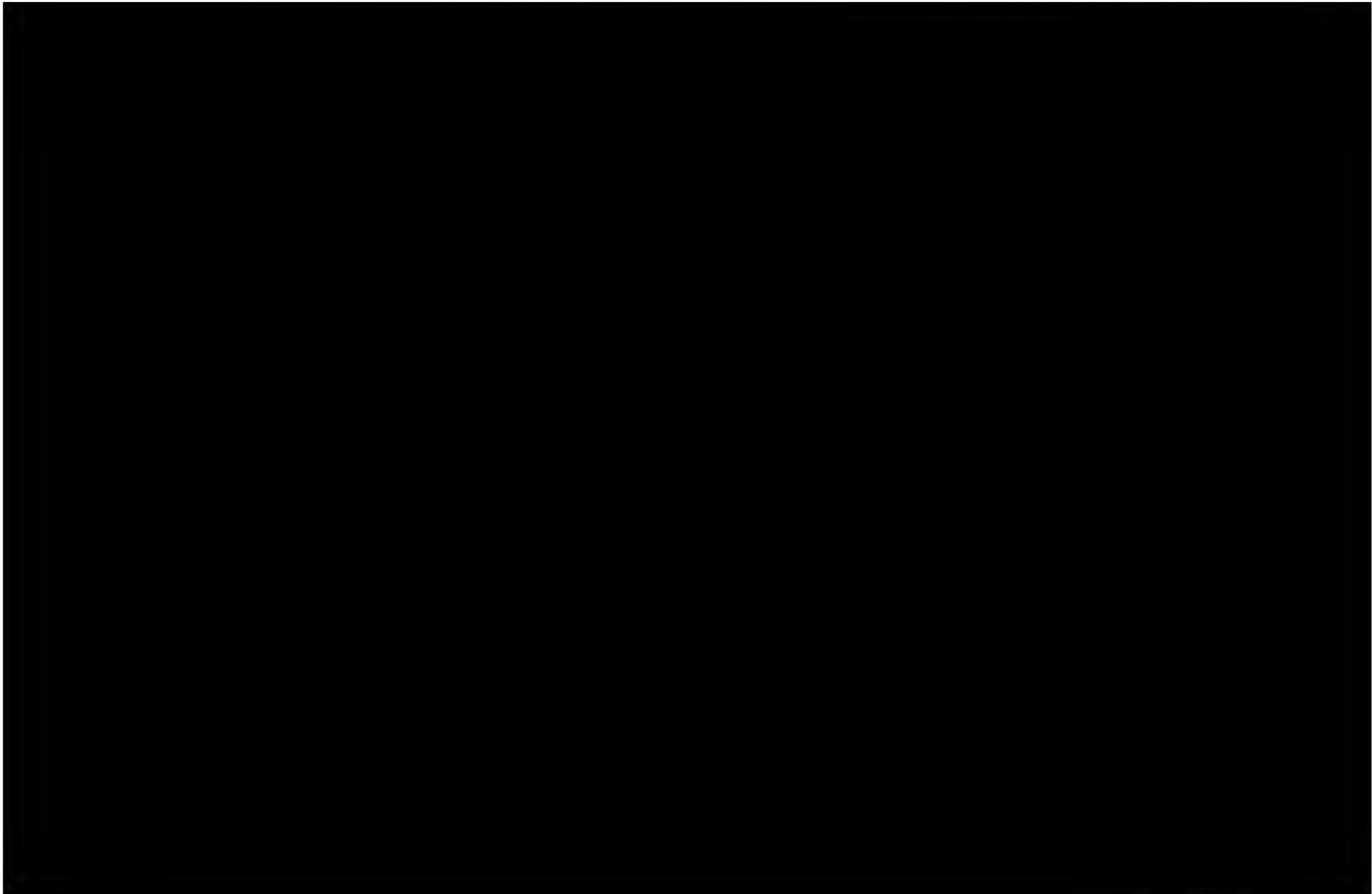


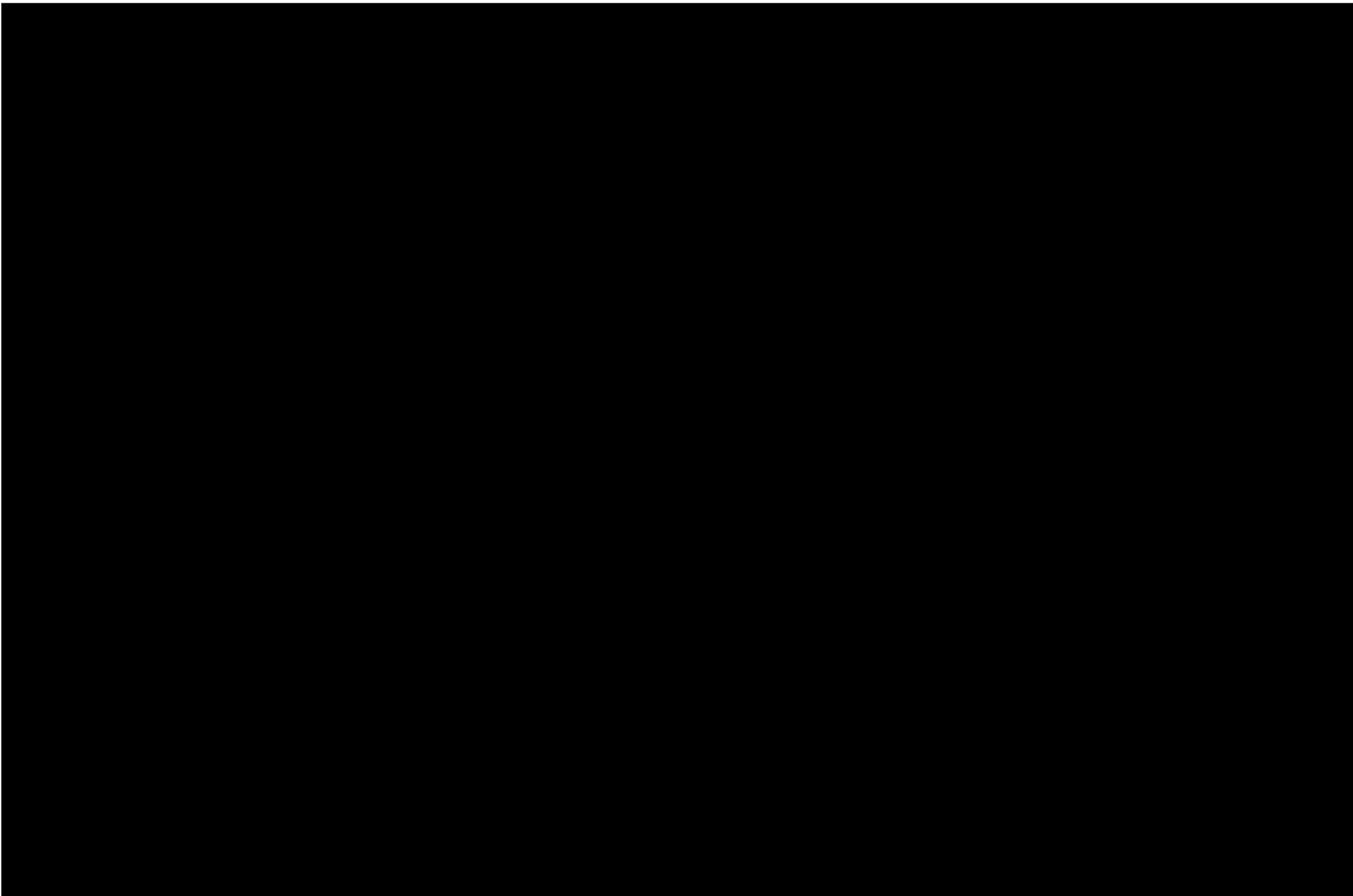














Dated

2013

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) INNOVATION CITY (LONDON) LIMITED

---

Car parking agreement

---

relating to parking spaces at The Queen Elizabeth Olympic Park multi storey car park

## PARTICULARS

**Date**

2013

**Owner**

LONDON LEGACY DEVELOPMENT CORPORATION whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, Olympic Park, London E20 1EJ

**Licensee**

INNOVATION CITY (LONDON) LIMITED (registered number 7640912) whose registered office is at Norfolk House East, 499 Silbury Boulevard, Milton Keynes, Buckinghamshire MK9 2AH.

**Affected Spaces**

has the meaning given to it in **clause 10.1**.

**Authorised Persons**

the Licensee, its tenants, subtenants, licensees and their assignees and/or any other occupiers of part or all of the Site and, in each case, their respective employees, visitors, customers, agents and clients.

**Car Park**

the car park adjoining the Site shown for identification purposes only edged red and hatched black on the Plan attached to this Agreement.

**[REDACTED]**



**Funder**

a funder providing finance to the Licensee in respect of the Site (or any part of the Site) and/or any works at the Site to whom the Licensee has granted a charge in accordance with the terms of the Lease and whose identity has been notified to the Owner in

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

**Lease**

the lease dated [ ] made between (1) the Owner (2) and the Licensee.

**Maximum Spaces**

a total of [*to be determined in accordance with the agreement for lease*] parking spaces in the Car Park.

**Open Market Value**

has the meaning given to it in **clause 4.2**

[REDACTED]

[REDACTED]

**Parking Period**

the period from and including the date of this Agreement to and including the last day of the term of the Lease or if earlier, the date this Agreement

ends following notice served under **clause 2.6**.

**Payment Days**

25 March, 24 June, 29 September and 25 December in each year.

**Relevant Works**

has the meaning given to it in **clause 10.1**.

**Review Dates**

each third anniversary of the date of this Agreement.

**Reviewed Fee Rate**

the figure calculated in accordance with **clause 4.1**, but subject to **clause 4.3**

**Site**

the premises demised by the Lease.

**Vehicles**

private motor vehicles or motor cycles belonging to the Licensee or Authorised Persons.

**THIS AGREEMENT** is made on the date set out in the Particulars

**BETWEEN**

- (1) the Owner; and
- (2) the Licensee.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

- 1.1 Words and expressions set out in the Particulars are defined terms in this Agreement.
- 1.2 In this Agreement the clause headings do not affect its interpretation and references to clauses are to clauses of this Agreement.
- 1.3 An obligation on the Licensee not to do or omit to do any act or thing includes an obligation not to permit or allow that act or thing to be done or omitted, as the case may be.
- 1.4 The obligations of the Licensee bind the Licensee's employees, agents, workmen and visitors and the Licensee is to be liable for any breach of the terms of this Agreement by them.
- 1.5 Where two or more persons form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.6 Any notice under this Agreement is to be given in accordance with section 196 Law of Property Act 1925.
- 1.7 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**2. AGREEMENT**

- 2.1 In consideration of the Parking Fee, the Owner grants the Licensee the right for the Licensee and the Authorised Persons during the Parking Period to park the Vehicles in the Car Park in the Parking Spaces only at all times of the day and night.
- 2.2 The Owner also grants the Licensee the right for the Licensee and the Authorised Persons, in common with the Owner and any other licensees of the Car Park at all times of the day and night to pass on foot and with the Vehicles over the Car Park and the vehicular and pedestrian access ways leading thereto for the

purpose only of access to and from the Parking Spaces and the public highway and, on foot only, of access to and from the Parking Spaces and the Site.

2.3 The Owner will provide to the Licensee such control cards/keys or codes (or similar) as are required to access the Parking Spaces, provided that the Owner may charge a reasonable fee to the Licensee in relation to any replacement control cards/keys or other equipment required due to the act or omission of the Licensee and/or the Authorised Persons.

2.4 The Licensee acknowledges that:

2.4.1 the Owner is entitled to exclusive control and possession of the Car Park and may enter and remain in the Car Park at any time and for all purposes, subject to the rights granted to the Licensee under this Agreement;

2.4.2 the parking spaces allocated to the Licensee in accordance with this Agreement are not in a fixed location within the Car Park and the Owner is entitled to move some or all of the allocated spaces from time to time in accordance with **clause 2.5**; and

2.4.3 nothing in this Agreement is intended to create a letting of the Parking Spaces or to confer any rights on the Licensee, whether under common law or any enactment, greater than a bare licence on the terms of this Agreement.

2.5 The Parking Spaces shall be allocated by the Owner as follows:

2.5.1 the Initial Spaces are shown [ ] on the plan annexed to this Agreement;

2.5.2 the parking spaces to be comprised in each Tranche drawn down by the Licensee in accordance with **clause 2.10** shall be identified on a plan to be provided by the Owner to the Licensee prior to the expiry of the relevant notice served by the Licensee pursuant to **clause 2.10**;

2.5.3 the parking spaces to be comprised in any automatic increase in the Parking Spaces pursuant to **clause 2.11** shall be identified on a plan to be provided by the Owner to the Licensee prior to the expiry of the Initial Period; and

2.5.4 in the event of any handing back of any Parking Spaces by the Licensee in accordance with **clause 2.12** the Owner shall identify on a plan the parking spaces which are being handed back and such plan shall be provided by the Owner to the Licensee prior to the expiry of the relevant notice under **clause 2.12**,



provided that:

- 2.5.4.1 the Owner may re-allocate any or all of the Parking Spaces from time to time to other reasonably comparable parking spaces within the Car Park by serving on the Licensee not less than three months' written notice (save in case of emergency) to that effect (identifying the re-allocated parking spaces on a plan); and
- 2.5.4.2 the Owner shall ensure that the parking spaces shall be reasonably contiguous, so far as is practicable having regard to the layout and structure of the Car Park.

2.6 Subject to **clause 2.7** the Owner may end this Agreement by serving written notice on the Licensee if:

- 2.6.1 the Licensee does not pay the Parking Fee or any other moneys due under this Agreement within 28 days after the due dates for payment;
- 2.6.2 the Licensee has handed back all of the Parking Spaces pursuant to **clause 2.12**; or
- 2.6.3 the Lease is properly terminated in accordance with its terms.

2.7 If the Owner intends to exercise its right to terminate this Agreement pursuant to **clause 2.6** it shall first give notice in writing of such intention (a "**Default Notice**") to any Funder and shall take no further action in respect of such right until the expiry of sixty (60) Working Days after the date of service of the Default Notice (the "**Cure Period**") and:

- 2.7.1 if the Owner has served a Default Notice then a Funder (or any nominee of a Funder approved by the Owner in accordance with **clause 2.8**) may within the Cure Period enter into a new car parking agreement ("**New Agreement**") with the Owner (and the Owner agrees to enter into the New Agreement but at the cost of the Funder or its nominee) on the following terms:
  - 2.7.1.1 the New Agreement shall be in the same form as this Agreement with such amendments as may be reasonably necessary in the circumstances but subject to the prior written approval of the Owner (such approval not to be unreasonably withheld or delayed);
  - 2.7.1.2 (as appropriate) the Funder (or the Funder's nominee) shall be substituted for the Licensee as if the Funder (or

the Funder's nominee) had been an original contracting party in place of the Licensee;

2.7.1.3 if the Funder is to enter into the New Agreement, the New Agreement shall provide that the Funder may novate the New Agreement to any entity approved by the Owner (such approval not to be unreasonably withheld or delayed subject to **clause 2.8**);

2.7.2 upon exchange of a New Agreement this Agreement shall end but without prejudice to any claims or rights of action which have arisen prior to the date thereof.

2.8 The Owner will not unreasonably withhold or delay its approval of any nominee of the Funder under **clause 2.7.1**, but it will be reasonable for the Owner to withhold its approval if in the Owner's reasonable opinion:

2.8.1 the proposed nominee is of lower financial standing than the Licensee;

2.8.2 the proposed nominee is materially less able than the Licensee to comply with the Licensee's obligations in this Agreement;

2.8.3 the proposed nominee has offered to give any person any gift or consideration or any reward or inducement for the purposes of securing the execution of the New Agreement; or

2.8.4 the proposed nominee has committed any offence under the Public Bodies Corrupt Practices Act 1889 and/or the Prevention of Corruption Act 1916 and the Bribery Act 2010 (and/or Section 117 of the Local Government Act 1972 and/or any other relevant laws relating to the prevention of corruption in the discharge of public functions).

2.9 The Owner will at the request and cost of the Licensee enter into a step-in agreement with a Funder, on terms to be agreed by the Owner (acting reasonably) in order to give direct covenants to the Funder in the terms set out in **clauses 2.7** and **2.8** and **8.5**.

2.10



2.11



2.12



2.12.1



2.12.2

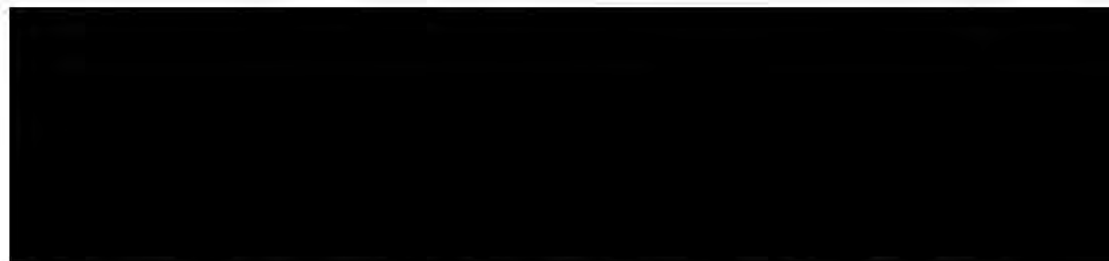


2.12.3



2.13 The Licensee is not entitled to more than the Maximum Spaces at any time and any notice purporting to draw down one or more Tranche(s) that would result in the Licensee having the right to use more than the Maximum Spaces will be void.

2.14



2.15 When this Agreement ends each party will remain liable to the other for any breaches of the terms of this Agreement which occurred during the Parking Period.

### 3. **PARKING FEE AND OUTGOINGS**

3.1 The Licensee is to pay the Parking Fee to the Owner in four equal payments in advance on the Payment Days. The first payment is to be made on the date of this Agreement for the period from and including the date of this Agreement to but excluding the next Payment Day.

3.2 The Parking Fee and any other sums payable under this Agreement are exclusive of VAT. Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person

making the supply and a valid VAT invoice is to be issued by the person making the supply.

3.3 If the Parking Fee or any other moneys payable under this Agreement are not paid within fourteen days of the due date for payment, the Licensee is to pay interest on those moneys at the Interest Rate calculated from the due date for payment to the actual date of payment, both dates inclusive.

3.4 Payment of the Parking Fee (or a fair and proper proportion of it) shall be suspended and cease to be payable during and in respect of any period for which the Parking Spaces (or any of them) are unavailable for use by the Licensee and Authorised Persons. Any dispute as to the amount or duration of any such suspension shall be determined by a surveyor in accordance with **clause 16**.

3.5 The Parking Fee is exclusive of business rates which are to be paid by the Owner to the relevant rating authority. In the absence of direct assessment, the Licensee is to pay to the Owner, within fourteen days following written demand accompanied by reasonable evidence of the amount due, a proportion, to be determined by the Owner acting reasonably, of such business rates fairly and properly attributable to the Parking Spaces.

#### 4. **PARKING FEE INCREASE**

4.1 [REDACTED]

4.1.1 [REDACTED]

4.1.2 [REDACTED]

4.2 [REDACTED]

4.2.1 [REDACTED]

4.2.2 [REDACTED]

4.2.3 [REDACTED]

4.2.4 [REDACTED]

4.2.4.1 [REDACTED]

4.2.4.2



4.2.4.3



4.2.4.4



4.2.4.5



4.2.5



4.2.5.1



4.2.5.2



4.2.5.3



4.2.6



4.3



4.4



4.5



4.5



4.7



4.7.1



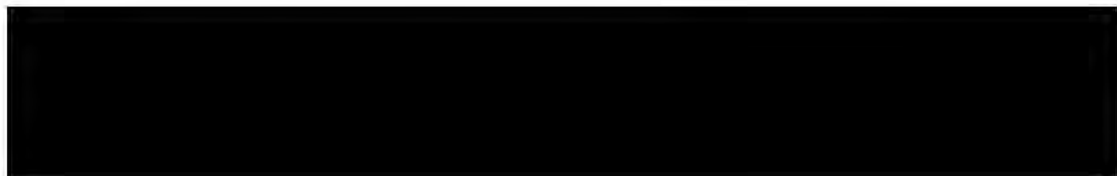
4.7.2



4.8



4.9



4.10



4.10.1



4.10.2



4.11



5. **USE OF THE PARKING SPACES**

5.1 The Licensee is to use the Parking Spaces only for parking of the Vehicles and is not to:

- 5.1.1 obstruct the means of vehicular and pedestrian access and circulation in the Car Park;
- 5.1.2 park any Vehicles other than wholly within the Parking Spaces;
- 5.1.3 carry out any repairs, maintenance or cleaning of any Vehicles whether in the Parking Spaces or in any other part of the Car Park;
- 5.1.4 store motor fuel or any other inflammable liquid or substance within the Car Park except for such already in the fuel tanks or engines of Vehicles parked in the Parking Spaces;
- 5.1.5 fill the fuel tanks of any Vehicles whether in the Parking Spaces or in any other part of the Car Park;
- 5.1.6 test or leave any engine of any Vehicle running; or
- 5.1.7 use the Parking Spaces for the purposes of any trade or business (but this restriction shall not prevent the Licensee or any Authorised Person sub-licensing the use of any Parking Spaces in return for a fee).

5.2 The Licensee is not to create any nuisance, damage or disturbance arising from its use and occupation of the Parking Spaces or the exercise of any rights granted under this Agreement.

- 5.3 The Licensee is not to display any signs or notices on the Parking Spaces.
- 5.4 The Licensee is to comply with any proper and reasonable regulations made by the Owner and notified to the Licensee in writing governing the use of the Car Park and the circulation of traffic within it.

## 6. **INSURANCE**

- 6.1 Subject to the relevant terms of the policy or policies of insurance being notified to the Licensee in writing, the Licensee is not to do or omit to do anything which has the effect of making the Owner's insurance policy for the Car Park void or voidable or which increases the premium payable for that insurance.
- 6.2 The Licensee is to pay to the Owner and indemnify the Owner in respect of any amount which the insurers of the Car Park refuse to pay, following damage or destruction by any insured risk to any part of the Car Park, because of any act or default of the Licensee or any Authorised Person.
- 6.3 The Licensee is to notify the Owner immediately in writing of any damage to or destruction of the Car Park whether by any of the insured risks or otherwise of which the Licensee becomes aware.

## 7. **UPKEEP OF THE PARKING SPACES**

- 7.1 The Licensee is to keep the Parking Spaces clean and tidy.
- 7.2 The Licensee is not to make any alterations or additions to or build any structure on the Parking Spaces or to cause any damage to them.
- 7.3 If the Licensee does not comply with **clause 7.2**, it will at the request of the Owner remove any alterations or additions to or structures built upon the Parking Spaces and make good any damage caused to the reasonable satisfaction of the Owner. If the Licensee does not do so, the Owner may remove the alteration, additions or structure and the Owner's costs of doing so will be a debt payable by the Licensee to the Owner on demand together with interest on those costs at the Interest Rate calculated from and including the date the costs are incurred to and including the date on which the costs are paid.

## 8. **OCCUPATION OF THE PARKING SPACES**

- 8.1 The Licensee is not to allow persons other than Authorised Persons to occupy or use the Parking Spaces.
- 8.2 Subject to **clause 8.3**, this Agreement is personal to the Licensee and is not capable of being assigned or underlet to or held on trust for any other person, save that the Licensee and Authorised Persons may sub-licence some or all of



the rights in relation to the Parking Spaces to other Authorised Persons subject always to the terms of this Agreement.

- 8.3 The Licensee may charge (or assign by way of security) the benefit of this Agreement to a Funder with the consent of the Owner (not to be unreasonably withheld or delayed) but no such consent shall be required in relation to a charge (or assignment) to a Funder who is registered with and authorised by the Financial Services Authority (or any successor organisation responsible for the regulation of financial institutions within the United Kingdom).
- 8.4 The Licensee will notify the Owner in writing of any Funder to whom this Agreement is charged pursuant to **clause 8.3**.
- 8.5 On any lawful assignment of the Lease by the Licensee, the Owner (at the reasonable cost of the Licensee) shall enter into a new car parking agreement with the new tenant under the Lease, in the same form as this Agreement with such amendments as may be reasonably necessary in the circumstances but subject to the prior written approval of the Owner (such approval not to be unreasonably withheld or delayed). On completion of the new car parking agreement, this Agreement shall end but without prejudice to any claims or rights of action which have arisen prior to the date thereof.
- 8.6 The Owner shall not transfer its interest in the Car Park without first procuring that the transferee enters into a new car parking agreement with the Licensee in the same form as this Agreement with such amendments as may be reasonably necessary in the circumstances but subject to the prior written approval of the Licensee (such approval not to be unreasonably withheld or delayed). On completion of the new car parking agreement, this Agreement shall end but without prejudice to any claims or rights of action which have arisen prior to the date thereof.
- 8.7 The Owner consents to the entry of the following restriction against the Owner's title to the Car Park at HM Land Registry and shall provide the Licensee with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 8.6 of the car parking agreement dated [ ] 201[ ] and made between London Legacy Development Corporation (1) and Innovation City (London) Limited (2) have been complied with or that they do not apply to the disposition."

9. **STATUTORY REQUIREMENTS**

- 9.1 The Licensee is to comply with the requirements of all statutes and any regulations or by-laws made under them which affect a licensee of the Parking Spaces and is to indemnify the Owner against any failure to do so.
- 9.2 If the Licensee receives any notice, order or direction from the local or any other competent authority, it is to provide a copy to the Owner as soon as possible after receipt.

10. **REDEVELOPMENT**

- 10.1 If at any time during the Parking Period, the Owner wishes to develop, redevelop or build upon the whole or any part of the Car Park or carry out any maintenance or repair works to part or all of the Car Park (in each case "**Relevant Works**"), then the Owner shall (save in case of an emergency) give the Licensee three months' prior written notice of its Intention to do so along with details of the intended Relevant Works, including proposed commencement and duration of works and the number and location of Parking Spaces (if any) that will be affected by the Relevant Works such that their continued use by the Licensee during the execution of the Relevant Works will not be practicable (the "**Affected Spaces**").
- 10.2 The rights granted to the Licensee under this Agreement in relation to the Affected Spaces will be suspended during the execution of any Relevant Works properly notified to the Licensee in accordance with **clause 10.1**, and the Licensee will not be required to pay the Parking Fee in relation to the Affected Spaces for the period of such suspension. Any dispute as to the amount or duration of any such abatement of the Parking Fee shall be determined by a surveyor in accordance with **clause 16**.
- 10.3 The Owner will keep the Licensee informed at reasonable intervals of the progress of the Relevant Works and the likely duration of the suspension of the Licensee's use of any Affected Spaces and shall take reasonable steps to keep any such suspension to the shortest period reasonably practicable.
- 10.4 The Owner will use reasonable endeavours to provide alternative parking for the Licensee and Authorised Persons in substitution for the Affected Spaces during the period of suspension, in so far as it is practically able to do so within the Car Park or otherwise elsewhere within the Queen Elizabeth Olympic Park, and in the event of the Licensee accepting the use of any such alternative car parking (which it shall not be obliged to do) the Licensee agrees that the Owner will be entitled to charge a reasonable fee to the Licensee in relation to such use (provided that such fee shall not exceed the Fee Rate).

10.5 The Owner will give the Licensee three months' (or as much notice as is practicable) prior written notice of the intended date for hand back to the Licensee of the Affected Spaces. Following completion of the Relevant Works and provided that the Affected Spaces are fit for use by the Licensee and Authorised Persons under the terms of this Agreement, the Parking Fee will become payable in respect of those Affected Spaces pro rata from the later of (i) the date of expiry of such notice and (ii) the date of hand back, and any fee payable pursuant to **clause 10.4** shall cease to be due with effect from the same date.

11. **RETURN OF THE PARKING SPACES**



12. **LIMITATION OF LIABILITY**

The Owner will not be liable to the Licensee in respect of any loss or damage caused by any failure or interruption in the provision of the Parking Spaces arising from any cause or circumstance beyond the control of the Owner or from any necessary maintenance, repair, replacement, renewal or servicing of the Car Park.

13. **INDEMNITY**

13.1 Unless covered by any insurance policy maintained by the Owner, the Licensee is to indemnify the Owner against any breaches of the terms of this Agreement, any loss or damage to property and the death of or injury to persons arising from the use and occupation of the Car Park and the Parking Spaces under this Agreement.

13.2 The Owner will not be liable to the Licensee for any destruction of, damage to or theft of any Vehicles or articles left in them however that destruction, damage or theft may occur unless and to the extent caused or contributed to by the negligence of the Owner.

14. **OWNER'S OBLIGATIONS**

14.1 The Owner shall throughout the Parking Period:

14.1.1 keep the Car Park in a reasonable state of repair;

14.1.2 comply with the requirements of all statutes and any regulations or by-laws made under them which affect the use and operation of the Car Park save to the extent compliance is the responsibility of the Licensee under this Agreement;

- 14.1.3 provide and maintain lighting and other services and facilities at the Car Park to the extent reasonably necessary for its use and operation;
  - 14.1.4 provide and maintain such security and safety systems, lift service and other facilities as are in the reasonable opinion of the Owner appropriate for the Car Park and the users thereof;
  - 14.1.5 keep the Car Park insured against damage or destruction by such risks as ought reasonably to be insured against (having regard to the nature and use of the Car Park and its location) and in the event of any such damage or destruction (subject to **clause 14.2**, and to obtaining all requisite consents (which the Owner shall take reasonable steps to obtain as soon as reasonably practicable)) reinstate the Car Park in a good and workmanlike manner and as soon as reasonably practicable (keeping the Licensee informed of progress);
  - 14.1.6 where the Owner's policy permits it to do so, procure that its insurers:
    - 14.1.6.1 waive entitlement to rights of subrogation against, the Licensee, its sub-licensees and persons lawfully occupying the Parking Spaces through or under the Licensee and their respective employees, workmen, agents and visitors ("**its lawful occupiers**"); and
    - 14.1.6.2 incorporate a non-invalidation provision in respect of the Licensee and its lawful occupiers on such terms as the insurer may stipulate;
  - 14.1.7 notify its insurers of the interest of the Licensee in the Parking Spaces and have it noted on the policies of insurance or by a general noting under the conditions of the policies;
  - 14.1.8 on request (but not more than once each year) to provide the Licensee with a copy of its insurance policies (or other evidence of the conditions of insurance) on the Car Park, and (at the request of the Licensee) with a receipt for the payment of the last premium or other evidence of renewal and up-to-date details of the amount of cover;
  - 14.1.9 promptly notify the Licensee of any changes in its Insurance cover or of the terms on which cover has been effected.
- 14.2 If, following damage or destruction of the Car Park, the whole or substantially the whole of the Car Park is unfit for occupation and use or is inaccessible, either the Owner or the Licensee may end this Agreement by serving written notice on the other if the Car Park has not been made fit for occupation and use and accessible within five years of the date of the damage or destruction.

15. **REFUND OF PARKING FEE**

15.1

15.1.1

15.1.2

15.2 If any sum due to the Licensee pursuant to **clause 15.1** is not paid within 28 days after the due date for payment, the Owner is to pay interest on those moneys at the Interest Rate calculated from the due date for payment to the actual date of payment, both dates inclusive.

15.3 If the Parking Fee is suspended or reduced for less than 6 months, the Owner will not be required to repay any Parking Fee (or the relevant part of it) which has been paid in advance in respect of a period after the date of suspension or reduction, but the Owner will credit such sums against any future payments due from the Licensee under this Agreement.

16. **DISPUTES**

16.1 Where any matter under this Agreement is referred to a surveyor under this **clause 16**:

16.1.1 the surveyor shall be appointed by the Owner and the Licensee jointly; and

16.1.2 in the absence of agreement, the surveyor shall, on the application of either the Owner or the Licensee, be nominated by the president for the time being of the Royal Institution of Chartered Surveyors or the person authorised to act on his behalf (the "President");

16.1.3 the surveyor shall act as an expert (not as an arbitrator) upon the terms set out in this **clause 16** and unless otherwise agreed between the parties, the determination shall be conducted on the basis set out in **clause 16.2.4**;

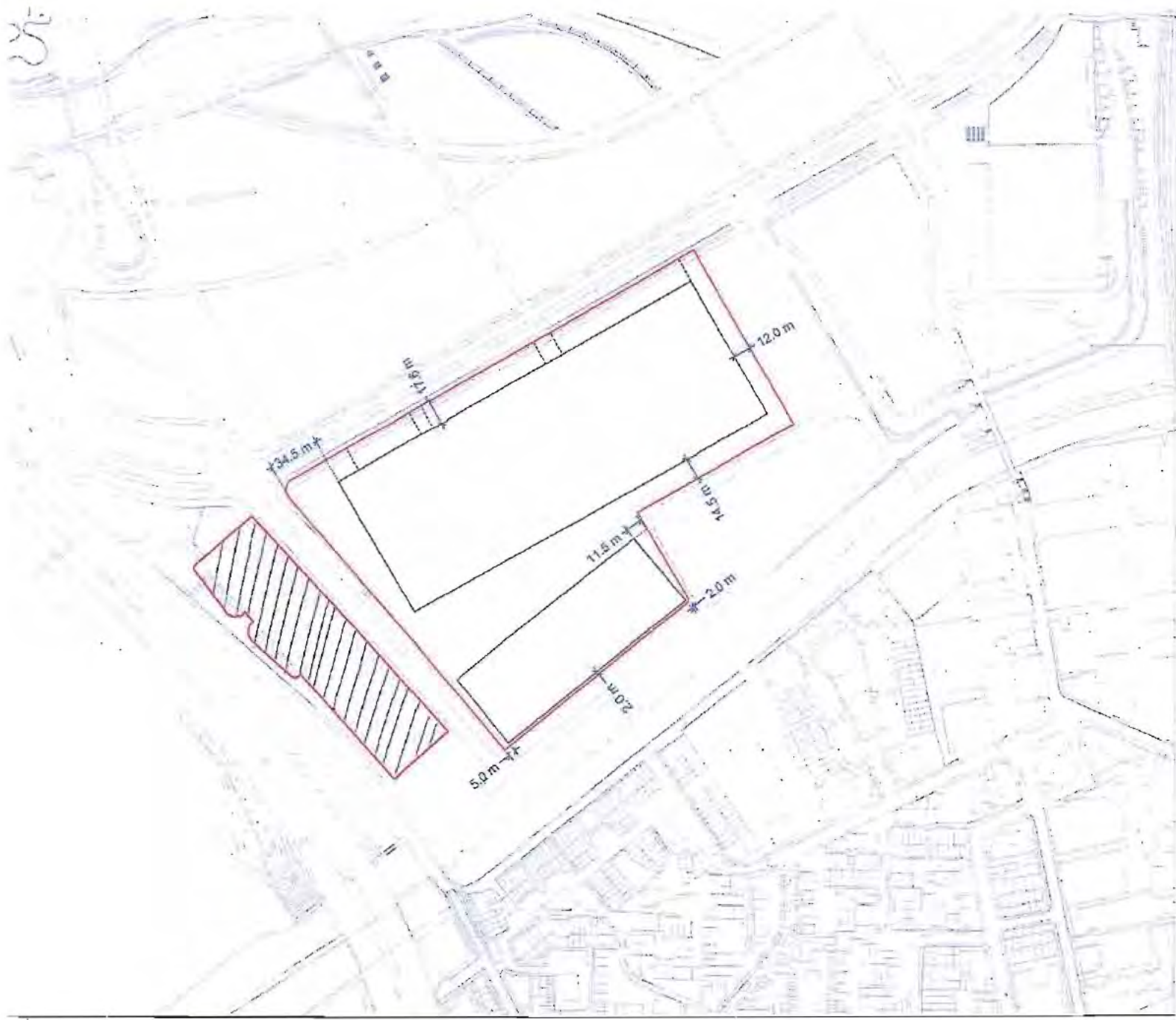
16.1.4 the surveyor shall:

- 16.1.4.1 consider representations submitted to him within one month after appointment but shall not be limited or fettered by them in any way;
  - 16.1.4.2 be entitled to rely on his own judgement and opinion;
  - 16.1.4.3 give written notice of his determination within eight weeks after his appointment or within such extended period as the Owner and the Licensee may agree; and
  - 16.1.4.4 be required to state the reasons for his determination, and his determination shall be final and binding (save in the case of manifest error) on the Owner and the Licensee;
- 16.1.5 if the surveyor does not give notice of his determination in the manner referred to above or if he relinquishes his appointment or dies or it becomes apparent that he will be unable to complete his duties, the President may, on the application of either the Owner or the Licensee, appoint a new surveyor in his place;
- 16.1.6 in the absence of a determination by the surveyor as to his fees or charges they shall be borne equally by the Owner and the Licensee.
- 16.2 The surveyor shall have at least 10 years' professional experience and, if appropriate and reasonably practicable, be experienced in the valuation or letting of premises of a similar kind within the locality of the Car Park.
- 16.3 If the surveyor is unwilling to make his award due to the failure of either party to pay its share of the costs the non-defaulting party may pay the defaulting party's share of the costs and any amount so paid shall be a debt due forthwith from the defaulting party to the other.

## 17. **SIGNING**

The parties to this Agreement have signed it on the date set out in the Particulars.

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GMW Architects

3000 West 12th Avenue  
Suite 200  
Denver, CO 80202  
Tel: 303.733.8800  
www.gmwarchitects.com

Project: ICity

Drawing Size: Red Line Site Plan



© 2008 GMW Architects	
Project No.	7100
Sheet No.	SK308
Scale	AS SHOWN
Date	05/12/08
Drawn By	CH/ML
Checked By	CH/ML
Project Manager	SK/ML





Signed by [ ] for and on behalf of the Owner:

Signed by [ ] for and on behalf of the Licensee:



**Press Centre (PC), Broadcast Centre (BC) and Main Media Conference Room (MMCR)**  
**Transformation Works**

<b>Press Centre</b>	<b>Details</b>
Temporary Plant from Level 1 Terrace	Temporary plant to be removed together with chilled water pipe work, ductwork, power supplies, BMS. Duct penetrations into building to be provided with insulated and weathered capping to maintain integrity of roof.
Make good PC Level 1 Terrace after removal of temporary offices	The flat roof coverings have been Installed Incorporating waterproofing system, insulation, separating layer and paving slabs on supports. At steel base plate positions, the supports and paving slabs have been left out and the base plates sited on top of the Insulation. Make good to any damaged Insulation material where the temporary accommodation is removed and extend and make good supports and paving slabs to match existing.
External staircases to Level 1 Terrace Including foundations	Remove 2x temporary external escape staircases, serving from lower ground floor level externally to ground floor roof on western side of building Foundations (pile caps, ground beams and pits only - piles to be left in place) and services to be removed, and underground drainage from rwdp's to be removed to a depth of 1.00m and remaining pipework to be "plugged" with concrete at end and at junction with manhole. Voids to be backfilled with Imported fill material and finished to match adjacent hard standing areas.
Make good Curtain Walling at Level 1 West Elevation	Make good 4 temporary openings to the external envelope at 1st floor level.
Re-instate Brise Soleil to West area where not installed	Re-Instate matching brise soleil.
Make good interior finishes after games	Make good any general damage to the PC after the Olympic games subject to fair wear and tear.
Change carpet tiles to rubber flooring in main entrance and lift lobbies	Change carpet tiles to rubber flooring in main entrance and lift lobbies in line with original design.
<b>Broadcast Centre</b>	<b>Details</b>
The gantry will be retained and all equipment will be removed from the gantry, besides the items listed below:	
Wind and water tight coverings to eastern facade	Where the internal high level duct work is removed, the holes through the eastern facade will be covered with temporary wind and water tight coverings.
Gantry CCTV and any access control/ intruder equipment	Retain along with connections to periphery devices.
Gantry Lighting	Retain along with connections to periphery devices. Gantry lighting to be isolated and made safe and retained for future reconnection on completion of removal works.
Gantry Lightning Protection	Retain along with connections to periphery devices. Bonds connecting lightning protection for HVAC plant will be disconnected where necessary to allow plant to be removed. The system will subsequently be inspected and checked for any alterations to the structure that may affect the lightning protection system. The lightning protection system will be fully re-instated and tested on completion of the plant removal work.
Rain Water Stacks	Retain and remain connected to periphery devices.
LV distribution not associated with the HVAC will be retained along with the earthing and bonding and all associated cable trays	Retain (including the cabling and containment for LV power supply).
Fire alarm system including modifications to software due to removal of plant.	Retain the fire alarm system and its connections to periphery devices. Fire alarm system which serves gantry plant and equipment is to be removed. Gantry fire alarm system will be re-instated and tested following removal works.
Cable tray and basket containing services	Cable tray and basket containing services shall be retained including all associated earth continuity, and equipotential earthing and bonding.
Electrical power supply switch panels serving gantry plant and equipment are to be decommissioned and made safe.	Main switch panels serving the gantry are located in the ground floor switch rooms and are to be retained as they serve items in the Broadcast Centre. Disused elements of these switch panels will be decommissioned.
Gantry distribution boards	Distribution boards will be disconnected and made safe.
Modifications to be carried out to BMS software due to removal of plant	
Generator exhaust stacks flues to be removed and voids through gantry to be made safe	
Where plant and ductwork is removed from the gantry and vast voids are created in the floor grating this will be in-filled with a similar type flooring	

Where ductwork passes through main eastern elevation replace with temporary wind and watertight covers	
<b>Broadcast Centre - works elsewhere</b>	<b>Details</b>
Remove transformers	<p>With the exception of:</p> <ul style="list-style-type: none"> <li>Transformers 51B, 519 and 520 which have been instructed to be retained at ICITY's request for BT</li> <li>Transformers 544, 545 and 546 which have been instructed to be retained at ICITY's request for Infinity</li> <li>Transformer 528 which services landlord services in the Broadcast Centre</li> <li>Transformer 514 which is a permanent transformer serving the MMCR</li> <li>Transformer 513 which is a permanent transformer serving the Broadcast Centre offices</li> </ul>
Domestic water storage tanks and system at ground level under the gantry to be retained	
All generator and substation bases below the gantry to be removed (East and West elevations).	X8 substation bases remain as listed above
Remove cooling pipe work from Cofely plant on the West across to gantry on the East	
Remove all high level duct work in the Studios	Including the removal of the associated drop rods and retain the secondary support network where possible.
Make good openings within internal dryline walls to maintain fire compartments (1hr) upon removal of ductwork / dampers	Where ductwork penetrates the internal firewalls retain the existing fire-damper rather than removing these and blocking up the numerous penetrations. The entire ventilation systems serving the Studios shall be removed, except the fire dampers located in the corridor walls on both levels 1 and 2. These dampers shall have their fusible links removed and damper blades lowered to ensure the fire integrity is maintained.
<b>External works - High Street</b>	
Removal / cap off temporary services	Disconnect and make safe temporary services connections.
Remove drainage where less than 1.00m deep; "plug" ends of retained redundant drainage and end of run and at manhole; backfill all voids with imported fill material	
Level out ground works	Where foundations, drainage and services have been removed, level out area with hard core.
<b>External works - elsewhere generally</b>	
Fencing within the site and to site boundary	Remove fencing including taking out foundations and backfill.

**No Transformation Works will be carried out in the area to be used by BT Plc (see attached plan).**

- **Broadcast Centre Ground Floor grid line A to P and 26 to 35**
- **Broadcast Centre First Floor grid line A to P and 26 to 33**
- **Lifts L3, L7 and L8**

## **Car Park Works Specification**

1. The Car Park will be clad on all elevations.
2. Security fencing will be installed to the northern ground floor elevation of the Car Park.
3. Physical separation barriers to be installed to prevent parking by other users in the Tenant's Parking Spaces.
4. An operating system will be installed with barriers and access control (the nature of which is to be determined by the Landlord, acting reasonably and after consultation with the Tenant).
5. Appropriate technology to allow a range of charging structures will be installed, the nature of which is to be determined by the Landlord, ticket and payment machines for non iCITY users of the Car Park eg visitors to Velodrome and Copper Box is still to be determined directly with Velodrome and Copper Box.
6. A Central management system will be installed (the nature of which is to be determined by the Landlord, acting reasonably and after consultation with the Tenant).

**1-5-1 CONTRACTOR / STAKEHOLDER**

**DATED**

**20**

**[Insert name of Beneficiary]**

**and**

**[Insert name of Employer]**

**and**

**[Insert name of Contractor]**

**and**

**[Insert name of Guarantor (if applicable)]**

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**DEED OF COLLATERAL WARRANTY**

**relating to**

**[Insert details of Project/Works]**

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THIS DEED is made on

BETWEEN

- (1) [●]<sup>1</sup> (the "Beneficiary")
- (2) **[Name of Employer]** of **[Address]** (the "Employer" which term shall include any successor in title, assign or statutory successor of the Employer)
- (3) [●]<sup>2</sup> (the "Contractor")
- (4) [[●]<sup>3</sup> (the "Guarantor")]

#### RECITALS

- (A) This collateral warranty (the "Deed") is supplemental to an engineering and construction contract dated [●] (the "Contract" which expression shall include the Contract as amended, assigned or novated) and made between the Employer and the Contractor whereby the Contractor agrees to [●]<sup>4</sup> (the "Works")
- (B) The Beneficiary's interest is [●] [which it has obtained by entering into an agreement with the Employer dated [ ] (the "Agreement")]<sup>5</sup>
- (A) [The Guarantor has entered into a guarantee in favour of the Employer in respect of the present and future obligations of the Contractor to the Employer under the Contract (the "Parent Company Guarantee")]<sup>6</sup>

**In consideration of the sum of one pound (£1), receipt of which is acknowledged by the Contractor [and the Guarantor]:**

#### 1. INTERPRETATION

- 1.1 In this Deed, words and expressions, if not otherwise defined, shall have the meanings (if any) given to them in the Contract.
- 1.2 Any reference to:
  - (a) any enactment, order, regulation or other similar instrument (including EU Legislation) shall be taken to include reference to the enactment, order, regulation or similar instrument as amended, replaced, consolidated or re-enacted; and

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<sup>1</sup> Insert name and address of Stakeholder

<sup>2</sup> Insert name, address and company number of Contractor

<sup>3</sup> Delete this party if not applicable

<sup>4</sup> Insert description of Works

<sup>5</sup> Insert description of Stakeholder's interest i.e. funders, etc. and the date of the relevant agreement

<sup>6</sup> Delete this recital if not applicable

- (b) a public organisation shall include reference to any successor (statutory or otherwise) public organisation which has taken over the functions and duties of such public organisation.

1.3 In this Deed, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.

1.4 Parties shall mean the Employer, the Contractor, the Beneficiary and [the Guarantor].

## **2. WARRANTIES**

2.1 The Contractor warrants and undertakes to the Beneficiary that it has complied and will continue to comply with the Contract.

## **3. LIABILITY OF CONTRACTOR**

3.1 Failure by the Beneficiary at any time to enforce any provision of this Deed or to require performance by the Contractor of any of the provisions of this Deed shall not be construed as a waiver of any such provision and does not affect the validity of the Deed or any part of the Deed or create any estoppel or in any other way affect the right of the Beneficiary to enforce any provision in accordance with its terms.

3.2 In the event that the Beneficiary brings any actions or proceedings arising from any breach of Clause 2 the Contractor shall be entitled to rely on the same defences and limitations on liability (but not any rights of set-off or counterclaim) as would have been available to the Contractor against the Beneficiary had the Beneficiary been named as Employer under the Contract.

## **4. [GUARANTEE<sup>7</sup>**

4.1 The Guarantor by way of primary obligation and not merely as surety:

- (a) irrevocably and unconditionally guarantees to the Beneficiary the full and due performance and observance by the Contractor of all the obligations, duties, covenants, warranties and undertakings of the Contractor under or arising pursuant to this Deed, when such duties, obligations, covenants, warranties and undertakings or any part of them shall become due and performable according to the terms of this Deed;
- (b) covenants with and undertakes to the Beneficiary fully to perform and observe such duties, obligations, covenants, warranties and undertakings if the Contractor shall fail in any respect to perform and observe the same; and
- (c) (without prejudice to the generality of the foregoing) covenants with and undertakes to the Beneficiary on the first demand of the Beneficiary to pay and make good to the Beneficiary forthwith any losses, claims, damages, proceedings and expenses occasioned to or suffered by the Beneficiary arising directly or indirectly out of or by reason of any default of the Contractor in respect of any of the said duties, obligations, covenants, warranties and undertakings of the Contractor under and pursuant to this Deed.

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<sup>7</sup> Delete this Clause if not applicable



4.2 In the event that the Beneficiary brings any actions or proceedings arising from any breach of Clause 4.1 the Guarantor shall be entitled to rely on the same defences and limitations on liability (but not any equivalent rights of set off and counterclaim) as would have been available to the Guarantor against the Employer had the Guarantor been named as the Contractor under the Contract.

4.3 The Guarantor's liability pursuant to this Deed shall be no greater than the liability of the Contractor to the Employer under the Contract.]]

## **5. PRESERVATION OF RIGHTS<sup>8</sup>**

5.1 The Guarantor shall not be exonerated from its liability under this Deed nor shall such liability nor the Beneficiary's rights be lessened by:

(a) any of the obligations of the Contractor under the Contract or this Deed being or becoming illegal, invalid, void, voidable, unenforceable or ineffective in any respect;

(b) the bankruptcy, insolvency, liquidation, reorganisation, dissolution, amalgamation, reconstruction or any analogous proceeding relating to the Contractor;

(c) any amendment to or variation of this Deed or the Contract (whether or not such amendment or variation shall increase the liabilities of the Contractor or the Guarantor) or by time being given to the Contractor or the Guarantor by the Employer or the Beneficiary or by any arrangement made or agreed to be granted or made by the Employer or the Beneficiary with the Contractor or the Guarantor in respect of its obligations under the Contract or this Deed or by anything that the Employer or the Contractor or the Beneficiary or the Guarantor may do or omit to do (including but without limitation the assertion or failure or delay to assert any right or remedy of the Employer or the Contractor or the Beneficiary or the Guarantor) which but for this provision might exonerate the Guarantor; or

(d) any other act, event or omission which but for this Clause might operate to discharge, impair or otherwise affect any of the obligations of the Guarantor under this Deed or any of the rights powers or remedies conferred upon the Beneficiary by this Deed or by law; or

(e) termination of the Contract or the Contractor's employment under the Contract.

5.2 Subject to Clause 14, the terms of Clauses 4 and 5 of this Deed shall be a continuing guarantee and shall remain in full force and effect until each and every part of the duties, obligations, covenants, warranties and undertakings on the part of the Contractor under and pursuant to this Deed shall have been discharged and performed in full.]]

## **6. COPYRIGHT**

6.1 The Contractor grants to the Beneficiary a licence to use, exploit, reproduce, maintain and make any modifications, adaptations or alterations to any material used in the performance of the Contract which is subject to the Contractor's Intellectual Property Rights and to combine and incorporate such material with any other

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<sup>8</sup> Delete this Clause if not applicable

material, in each case for any purpose. [Such licence is worldwide, royalty-free, non-exclusive, perpetual and irrevocable, except that it is exclusive for the purpose of using such material (or the Works or images of the Works) in connection with any activities relating to the Olympic Park (as defined in the Contract)].

## **7. INSURANCE<sup>9</sup>**

7.1 The Contractor shall take out and maintain professional indemnity insurance with a limit of indemnity of £[•],000,000<sup>10</sup> for any one claim and in the aggregate with two reinstatements of limit annually provided that such cover is available at commercially reasonable terms, for a period of 12 years following completion of the whole of the Works in accordance with the Contract.

7.2 When requested in writing by the Beneficiary, the Contractor shall provide to the Beneficiary certificates which state that the insurance which the Contractor is required to maintain by this Deed is in force, not more than once in each period of cover. The certificates must be signed by the Contractor's insurer or insurance broker.

7.3 The Contractor shall comply with the terms and conditions of the insurance policy and shall not take or fail to take any reasonable action, or (in so far as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim or avoid, suspend or defeat (in whole or in part) such policy.]

## **8. ASSIGNMENT**

8.1 The Beneficiary may assign the Deed or any part thereof or any benefit or interest therein on two occasions only without the consent of the Contractor and thereafter upon receipt of the Contractor's consent.

## **9. [STEP-IN<sup>11</sup>**

9.1 The Contractor shall not exercise any right of termination of the Contract, or right to treat the Contract as repudiated or rescinded, without having first given the Beneficiary not less than 30 days' written notice of his intention to do so, specifying the grounds for so doing and stating the amount (if any) of monies then outstanding to it under the Contract and setting out any other existing liabilities or unperformed obligations of the Employer under the Contract.

9.2 The Beneficiary may, not later than the expiry of the 30 day period referred to in Clause 9.1, require the Contractor by notice in writing and subject to Clause 9.4 to accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the Contract. In the event of the Beneficiary giving notice to the Contractor of the termination of the Agreement by the Beneficiary (otherwise than by mutual agreement with the Employer) and/or an event of default by the Employer under or pursuant to and as defined in the terms of the Agreement (which entitles the Beneficiary (under the terms of the Agreement) to be substituted as the employer) the Beneficiary may require the Contractor by notice in writing and subject

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<sup>9</sup> This should only be included if the Contractor has design responsibilities

<sup>10</sup> Information from the Insurance Table in Clause 81 of the Contract should be used here

<sup>11</sup> Delete this Clause if the relevant Stakeholder does not require rights to step-in to the Contract

to clause 9.4 to accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the Contract.

9.3 (Without prejudice to any rights of the Employer as between the Employer and the Beneficiary) the Employer acknowledges in favour of the Contractor and the Guarantor that the Contractor and the Guarantor shall be entitled to rely on a notice given by the Beneficiary under Clause 9.2 and that acceptance by the Contractor and the Guarantor of the instructions of the Beneficiary or its appointee to the exclusion of the Employer shall not constitute any breach of the Contractor's obligations to the Employer under the Contract. Provided that, subject to Clause 9.4, nothing in this Clause 9.3 shall relieve the Contractor or Guarantor of any liability either of them may have to the Employer for any breach of the Contract or Parent Company Guarantee, or for wrongful service of a notice terminating or giving notice of potential termination of the Contract, or for wrongfully treating the Contract as rescinded or repudiated by the Employer.

9.4 It shall be a condition of any notice given by the Beneficiary under Clause 9.2 that the Beneficiary or its appointee accepts liability for payment of all sums properly due to the Contractor under the Contract and for performance of the Employer's obligations including payment of any sums outstanding at the date of such notice of which the Contractor has provided details to the Beneficiary in accordance with Clause 9.1. Upon the issue of any notice by the Beneficiary under Clause 9.2, the Contract and the Parent Company Guarantee shall continue in full force and effect as if no right of termination of the Contract, or right to treat the Contract as rescinded or repudiated, had arisen and the Contractor shall be liable to the Beneficiary and its appointee under the Contract in lieu of its liability to the Employer. If any notice given by the Beneficiary under Clause 9.2 requires the Contractor to accept the instructions of the Beneficiary's appointee, the Beneficiary shall be liable to the Contractor as guarantor for the payment of all sums from time to time due to the Contractor from the Beneficiary's appointee.

9.5 Upon payment by the Beneficiary in accordance with Clause 9.4 of any amounts owing from the Employer, the Contractor shall assign to the Beneficiary all of the Contractor's rights against the Employer in respect of such unpaid sum and shall pay the Beneficiary any such amounts subsequently received by the Contractor from the Employer.]

## **10. PARTIAL INVALIDITY**

10.1 If any term, condition or provision of this Deed is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Deed.

## **11. LAW**

11.1 This Deed is governed by the laws of England and Wales.

## **12. THIRD PARTY RIGHTS**

12.1 No person or organisation who is not one of the Parties may enforce a term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

**13. COMMUNICATIONS**

- 13.1 Each communication under this Deed shall be communicated in a form which can be read, copied and recorded. Writing shall be in English.
- 13.2 A communication shall have effect when it is received at the address above or at the last address notified by the recipient for receiving communications.

**14. CONTINUING EFFECT**

- 14.1 This Deed shall continue to have effect provided that the Beneficiary shall not commence any action or proceedings for any breach of this Deed against the Contractor or Guarantor after the expiry of 12 years from the date of completion of the whole of the Works in accordance with the Contract.

**15. DELIVERY**

- 15.1 This Deed is delivered as a deed on the date written at the start of this Deed.

**IN WITNESS** whereof the Parties hereto have executed this agreement as a Deed and delivered the same the day and year first before written.

**[Insert Beneficiary's execution clause]**

**EXECUTED as a DEED by the *Employer* by applying its seal in the presence of an Authorised Representative:**

.....  
(signature of Authorised Representative)

.....  
(name of Authorised Representative)

**EXECUTED AS A DEED by the Contractor by**

.....  
(Signed)

.....  
(Name of Director)

.....  
(Signed)

.....  
(Name of Director/Company Secretary)

**[EXECUTED AS A DEED by the Guarantor by**

.....  
(Signed)

.....  
(Name of Director)

.....  
(Signed)

..... ]  
(Name of Director/Company Secretary)

DATED

2013

**INNOVATION CITY (LONDON) LIMITED**  
as Landlord

[•]  
as Tenant

[•]  
as Guarantor

**UNDERLEASE**

[•] floors in the [•] Centre Queen Elizabeth Olympic Park London



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<b>LR1. Date of lease</b>	[•]
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b>
	[•]
	<b>LR2.2 Other title numbers</b>
	EGL533902
<b>LR3. Parties to this Lease</b>	<b>Landlord</b>
	<b>INNOVATION CITY (LONDON) LIMITED</b> (company no 7640912) whose registered office is at Norfolk House East 499 Silbury Boulevard Milton Keynes MK9 2AH
	<b>Tenant</b>
	[•]
	<b>Guarantor</b>
	[•]
<b>LR4. Property</b>	<b>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</b>
	As specified in Schedule 1, Part 1 ( <i>Description of the Premises</i> ) of this Lease and defined in this Lease as the " <b>Premises</b> "
<b>LR5. Prescribed statements etc</b>	<b>LR5.1</b> <i>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</i>
	None
	<b>LR5.2 This Lease is made under, or by reference to, provisions of:</b>
	None
<b>LR6. Term for which the Property is leased</b>	The term as specified in this Lease at Clause 2 ( <i>The letting terms</i> )



<b>LR7. Premium</b>	None
<b>LR8. Prohibitions or restrictions on disposing of this Lease</b>	This Lease contains a provision that prohibits or restricts dispositions
<b>LR9. Rights of acquisition etc</b>	<b>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>
	<b>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</b>
	None
	<b>LR9.3 Landlord's contractual rights to acquire this Lease</b>
	None
<b>LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11. Easements</b>	<b>LR11.1 Easements granted by this Lease for the benefit of the Property</b>
	As specified in Schedule 1, Part 2 ( <i>Rights enjoyed with demise</i> ) of this Lease
	<b>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</b>
	As specified in Schedule 1, Part 3 ( <i>Exceptions and reservations</i> ) of this Lease
<b>LR12. Estate rentcharge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	None
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	None

**DATED**

2013

**PARTIES**

- (1) **INNOVATION CITY (LONDON) LIMITED** (company no 7640912) whose registered office is at Norfolk House East 499 Silbury Boulevard Milton Keynes MK9 2AH (the "**Landlord**")
- (2) [●] of [●] (the "**Tenant**")
- (3) [●] of [●] (the "**Guarantor**")

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1** In this Lease:

"**Access Road**" means the road shown coloured brown on the Plan annexed to this Lease and labelled "Access Road Plan" subject to Schedule 1, Part 2 (Rights enjoyed with demise ) paragraph 8.

"**Advisory Report**", "**Asset Rating**", "**Display Energy Certificate**", "**Energy Performance Certificate**" "**Operational Rating**" and "**Recommendation Report**" have the meanings given to those terms in the EPB Regulations (as defined below).

"**Agreed Area**" [*insert Gross Internal Area as ascertained in accordance with the A/L*].]

"**Building**" means the building of which the Premises form part and each and every part of the Building as shown for identification purposes edged [●] on the iCity Estate Plan (including the gantry attached to it).

"**Building Common Parts**" means those parts of the Building (not being the responsibility of a particular owner, tenant or other occupier) which are designated or provided by the Landlord from time to time during the Term for the common use and enjoyment of the tenants, occupiers of the Building, the Landlord, and those properly authorised or permitted by them to do so, and "Building Common Parts" includes (but without limitation) the entrance hall, corridors, lobbies, staircases, lavatories, access ways, passages, passenger lifts and other such amenities, but excluding any such parts as may be within the Premises.

"**CCHP Agreement**" means an agreement dated 11 April 2008 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Elyo East London Energy Limited.

"**Cofely**" means Cofely East London Energy Limited (company registration number 6307742) (formerly called Elyo East London Energy Limited) and any person to whom its interest in the CCHP Agreement is assigned, transferred or otherwise disposed of in accordance with the CCHP Agreement.

"**Conducting Media**" means drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires, mains, electrical risers, aerials and any other conducting media.

**"Communal Estate Areas"** means those parts of the LLDC Estate (not being publicly adopted or the responsibility of a particular owner, tenant or other occupier) which are designated or provided by the LLDC from time to time during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the LLDC Estate including:

- (a) the entrances, exits, paths and other means of pedestrian access and circulation;
- (b) the roads, driveways, service areas, forecourts, car-parking areas and other means of vehicular access and circulation including the Access Road;
- (c) refuse areas, landscaped areas, parkland, public realm and other common facilities and amenities;
- (d) waterways (not being managed by the British Waterways Board); and
- (e) conduits within and serving any part of the LLDC Estate

**"Connection Charges"** charges which LVUL or UKPN may make to a customer (including the Tenant) in respect of a connection to the Electricity Network.

**"DC Lease"** means a lease dated [●] and made between the Landlord (1) ISDC Developments (No 6) Limited (2) and Infinity SDC Limited (3)

**"DC Space"** means the part of the Building demised by the DC Lease used as a data centre.

**"Electricity Agreement"** means an agreement dated 22 May 2009 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Lea Valley Utilities Limited

**"Electricity Network"** means the 11kV HV electricity distribution network serving the LLDC Estate and established pursuant to the Electricity Agreement

**"Encumbrances"** means the restrictions, stipulations, covenants, rights, reservations, provisions and other matters contained, imposed by or referred to in the documents, brief particulars of which are set out in Schedule 1, Part 4 (*Encumbrances*).

**"EPB Regulations"** means the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

**"Fixed Estate Charge"** means a sum per annum equivalent to the Fixed Estate Charge Rate multiplied by the Agreed Area.

**"Fixed Estate Charge Rate"** means [●] subject to review in accordance with Schedule 7 (*Fixed Estate Charge*).

**"H&C Network"** means the heating, cooling and energy supply network serving the LLDC Estate (including the CCHP power stations) and established pursuant to the CCHP Agreement.

**"Host Boroughs"** means the London Boroughs of Barking and Dagenham Greenwich, Hackney, Newham, Tower Hamlets and Waltham Forest.

**"iCity Common Parts"** means those parts of the iCity Estate (not being the responsibility of a particular owner, tenant or other occupier and excluding any buildings forming part of the iCity Estate) which are designated or provided by the Landlord from time to time during the Term for the common use and enjoyment of the tenants, occupiers of the iCity Estate, the Landlord, and those properly authorised or permitted by them to do so, and "iCity Common Parts" includes (but without limitation) the entrances, exits, service areas, landscaped areas and access ways and other such amenities, but excluding any such parts as may be within the Premises.

**"iCity Estate"** means the area demised by the Superior Lease and shown for identification purposes edged blue on the iCity Estate Plan including (without limitation) all land, buildings, structures and Conduits.

**"iCity Estate Plan"** means the plan annexed to this Lease and labelled "iCity Estate Plan".

**"Indirect Losses"** means any loss of profit or revenue, loss of opportunity, loss of contract, loss of goodwill, the cost of obtaining any new financing or maintaining any existing financing (including the making of any scheduled or other repayment or prepayment of debt and the payment of any other costs, fees or expenses incurred in connection with the obtaining or maintaining of financing).

**"Insurance Charge"** means a fair and proper proportion calculated in accordance with Schedule 3 (*Insurance provisions*) paragraph 2 (*Tenant's liability for insurance premiums*).

**"Insured Risks"** has the meaning given to it in Schedule 3 (*Insurance provisions*).

**"Interest"** means interest at the rate of 4% over the base rate of Natwest Bank PLC from time to time (as well after as before judgment), or such other comparable rate as the Landlord may reasonably designate if the base rate ceases to be published, compounded at quarterly rests on 31 March, 30 June, 30 September and 31 December in each year.

**"Landlord"** includes all persons from time to time entitled to the immediate reversion to this Lease.

**"Landlord's Energy Management Costs"** means the costs of the Landlord of:

- (a) acquiring allowances of any nature and paying all present and future taxes, charges, duties, or assessments of any nature relating to the supply or consumption of energy, or relating to emissions consequential upon that supply or consumption (and whether those emissions are direct or indirect);
- (b) monitoring the supply and consumption of energy and such emissions; and
- (c) gathering and processing information relating to the supply and consumption of energy and to such emissions,

and where "Landlord" includes an undertaking or group of undertakings of which the Landlord is a member.

**"Lease"** is a reference to this underlease and includes any documents supplemental to this lease.

**"LLDC"** means the London Legacy Development Corporation and its successors in title.

**"LLDC Estate"** means the Superior Landlord's estate known as Queen Elizabeth Olympic Park shown for identification purposes only edged blue on the LLDC Estate Plan:

- (f) including all alterations, additions and improvements to the estate during the Term and all Landlord's fixtures forming part of the estate at any time during the Term; and
- (g) subject to the right of the Landlord from time to time to add property to, remove property from or otherwise vary the extent of the property comprised in the estate subject to the premises remaining part of the estate and the rights, facilities and amenities granted to the Tenant under this Lease not being materially diminished.

**"LLDC Estate Plan"** means the plan annexed to this Lease and labelled " LLDC Estate Plan".

**"LVUL"** means Lea Valley Utilities Limited (company registration number 6043508) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement.

**"London Living Wage"** means the payment of the hourly minimum wage as stated by the Mayor of London the Greater London Authority or other appropriate body to be the London Living Wage from time to time

**"Measuring Code"** means the latest edition of the Code of Measuring Practice published from time to time by the Royal Institution of Chartered Surveyors.

**"Outgoings"** means all non-domestic rates, (including rates for unoccupied property), water rates, water charges and all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether parliamentary or local) which are now or may at any time be payable, charged or assessed on property, or the owner or occupier of property, but "taxes" in this context does not include value added tax, nor any taxes imposed on the Landlord in respect of the yearly rent reserved by this Lease, or in respect of a disposal of the interest in immediate reversion to this Lease.

**"Permitted Part"** means those areas in the Premises capable of individual occupation and use.

**"Planning Acts"** means "the consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990 and any other legislation relating to town and country planning in force from time to time.

**"Premises"** means the property described in Schedule 1, Part 1 (*Description of the Premises* ) and each part of the Premises.

**"Premises Plan"** means the plan annexed to this Lease and labelled Premises Plan.

**"Rent Commencement Date"** means the date [●] after the Term Commencement Date.

**"Service Charge"** means a fair and proper proportion calculated in accordance with Schedule 4 (*Service charge provisions*).

**"Superior Landlord"** means the holder of a reversion whether immediate or not to the lease under which the Landlord holds its interest in the Building.

**"Superior Lease"** means the lease under which the Landlord holds its interest in the Premises and/or the iCity Estate and also any leasehold reversion (whether immediate or not) to that lease.

**"Tenant"** includes the Tenant's successors in title and assigns in whom this Lease may for the time being be vested.

**"Term"** means the term of years granted by this Lease.

**"Term Commencement Date"** means [*insert date agreed in accordance with agreement*].

**"Uninsured Risks"** has the meaning given to it in Schedule 3 (Insurance provisions).

**"Unsecured Underletting"** means an underletting of the whole or a Permitted Part of the Premises in relation to which the underlessor and the underlessee have agreed to exclude the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 and before completion of the underletting or, if earlier, the underlessee's contractual obligation to enter into the underletting have duly carried out the requirements of schedules 1 and 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 to render their agreement valid.

**"Utilities"** means electricity, gas, water, sewage, signals, telecommunications, satellite and data communications and all other energy supplies and forms of utility, including heating and cooling.

**"UKPN"** means UK Power Networks (IDNO) Limited (company registration number 6489447) and any person to whom its interest in the Electricity Agreement is assigned, transferred or otherwise disposed of in accordance with the Electricity Agreement.

- 1.2 Any obligation on a party to this Lease to do any act includes an obligation to procure that it is done.
- 1.3 Where the Tenant is placed under a restriction in this Lease, the restriction includes the obligation on the Tenant not to permit or allow the infringement of the restriction by any person.
- 1.4 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.5 The Clause and paragraph headings in this Lease are for ease of reference only and are not to be taken into account in the interpretation of any provision to which they refer.
- 1.6 Unless the contrary intention appears, references:
  - (a) to defined terms are references to the relevant defined term in Clause 1.1;

- (b) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Lease; and
  - (c) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.7 Words in this Lease denoting the singular include the plural meaning and vice versa.
- 1.8 References in this Lease to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.9 Words in this Lease importing one gender include both other genders, and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.
- 1.10 For the purposes of this Lease, two companies are members of the same group if one is the subsidiary of the other, or both are subsidiaries of a third company, "subsidiary" having the meaning given to it in section 1159 of the Companies Act 2006.
- 1.11 At any time that the [party] [parties] of the second [or third] part[s] to this Lease [is] [are] two or more persons, the expression[s] the "**Tenant**" [or the "**Guarantor**"] include[s] the plural number, and obligations in this Lease expressed or implied to be made with or by the Tenant [or the Guarantor] are to be treated as made with or by such individuals jointly and severally.
- 1.12 References to the acts of the Tenant include the acts of any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees (but in each case excluding the Landlord and their respective employees, agents, workmen and invitees).
- 1.13 References to the acts of the Landlord include the acts of employees, agents, workmen and invitees.
- 1.14 Any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.15 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

## 2 THE LETTING TERMS

The Landlord in consideration of the rent reserved by, and the covenants in, this Lease lets to the Tenant all the Premises together with the rights set out in Schedule 1, Part 2 (*Rights enjoyed with demise*) and except and reserved to the Landlord the rights set out in Schedule 1, Part 3 (*Exceptions and reservations*) for the term of [●] years commencing on the Term Commencement Date determinable as provided by this Lease subject to the Encumbrances the Tenant paying during the Term:

- (a) the yearly rent of [●] by equal quarterly payments in advance on the usual quarter days in every year, the first (or a proportionate part) of such payments in respect of the period commencing on the [Rent

Commencement Date] and ending on the following quarter day to be made on the [Rent Commencement Date]; and

- (b) as additional rent:
  - (i) the Service Charge payable on demand commencing on the [Term Commencement Date];
  - (ii) Fixed Estate Charge from the [Term Commencement Date] payable by [equal quarterly payments in advance on the usual quarter days in every year, the first (or proportionate part of such payments in respect of the period commencing on the [Term Commencement Date] and ending on the following quarter day to be made on the [Term Commencement Date];
  - (iii) the Insurance Charge payable on demand, commencing on the [Term Commencement Date];
  - (iv) Interest payable by the Tenant under the terms of this Lease; and
  - (v) such value added tax as may be chargeable on the rent and the other additional rents reserved by this Lease.

### 3 **TENANT'S COVENANTS**

The Tenant covenants with the Landlord during the Term as set out in this Clause 3 (*Tenant's covenants*).

#### 3.1 **Rent**

3.1.1 To pay the yearly rent reserved by this Lease, free from any deductions and rights of set-off, at the times and in the manner required in Clause 2(a) and by means of a standing order to the Tenant's bankers or by electronic means in favour of the Landlord or as it may otherwise direct.

3.1.2 To pay the additional rents reserved by this Lease at the times and in the manner specified.

#### 3.2 **Interest**

3.2.1 To pay Interest on so much of the yearly rent reserved by this Lease as remains unpaid after it has become due for payment.

3.2.2 To pay Interest on so much of the additional rents, arrears of reviewed rent and any accrued interest and other monies (not being rent) payable under this Lease as remain unpaid for seven days after (as the case may be):

- (a) demand in those cases where payment becomes due only on demand; or
- (b) the date on which they have become due for payment by the Tenant,

from the date of demand, or the date that they became due for payment, until payment is made to the Landlord.

3.2.3 To pay Interest under Clause 3.2.1 for any period during which the Landlord properly refuses to accept the tender of payment because of an unremedied breach of covenant of the Tenant.



### **3.3 Outgoings and contributions**

- 3.3.1 To pay Outgoings in relation to the Premises.
- 3.3.2 To refund to the Landlord on demand (where Outgoings relate to the whole or part of the iCity Estate or other property including the Premises) a fair and proper proportion attributable to the Premises, such proportion to be conclusively determined by the Landlord or the Landlord's surveyor.
- 3.3.3 To pay for all charges relating to the supply and consumption of Utilities to or at the Premises including connection, hire charges, meter charges, standing charges and also that part of the Landlord's Energy Management Costs which the Landlord or the Landlord's surveyor reasonably attributes to the Premises provided that the reasonable attribution of the Landlord's Energy Management Costs will either be based on the respective tenants' (and the Landlord's) actual energy consumption or another appropriate method of attribution that takes into account the underlying purpose of such costs where energy consumption alone is not an appropriate basis.

### **3.4 Repair**

To repair and keep the Premises in good and substantial repair and condition (except in respect of damage by Insured Risks and Uninsured Risks as allowed in Schedule 3 (*Insurance provisions*) or as allowed under the terms of any Superior Lease).

### **3.5 Decorations**

- 3.5.1 To decorate the inside of the Premises [as often as reasonably necessary] with two coats of good quality paint or good quality polish, and with paper for those parts normally papered, or other suitable and appropriate materials of good quality, in a workmanlike manner (the decorations in the last three months of the Term to be executed in such colours, patterns and materials as the Landlord may reasonably require).

### **3.6 Landlord's right of inspection and right of repair**

- 3.6.1 To permit the Landlord and its employees or agents at reasonable times after giving to the Tenant written notice (except in emergencies) to enter the Premises and examine their condition and also to take a schedule of fixtures and fittings in the Premises.
- 3.6.2 If any breach of covenant, defects, disrepair, removal of fixtures and fittings or unauthorised alterations or additions are found on inspection for which the Tenant is liable, then, on notice from the Landlord, to execute to the reasonable satisfaction of the Landlord or its surveyor all repairs, works, replacements or removals required within a reasonable period (having regard to the nature of the disrepair and the impact on the Landlord's reversion) but not longer than four months (or sooner if necessary) after receipt of notice.
- 3.6.3 If the Tenant fails to comply with a notice under Clause 3.6.2, the Landlord may itself or by its workpeople or agents enter the Premises and execute the repairs, works, replacements or removals.
- 3.6.4 To pay to the Landlord on demand all expenses incurred under Clause 3.6.3 (the expenses and any Interest on them to be recoverable as rent in arrear).

### 3.7 **Yield up in repair at the end of the Term**

3.7.1 At the expiry or sooner termination of the tenancy created by this Lease:

- (a) quietly to yield up the Premises repaired, maintained, cleaned, decorated and kept in accordance with the Tenant's covenants in this Lease (except in respect of damage by Insured Risks as allowed in Schedule 3 (*Insurance provisions*)) and (except to the extent that the Tenant is under an obligation to reinstate the Premises) with all additions and improvements and all fixtures in the Premises (except tenant's or trade fixtures belonging to the Tenant);
- (b) to remove from the Premises all the Tenant's belongings, that is to say trade fixtures and fittings and all notices, notice boards and signs bearing the name of, or otherwise relating to, the Tenant (including in this context any persons deriving title to the Premises under the Tenant) or its business; and
- (c) [unless the Landlord requires otherwise by giving the Tenant at least six months prior notice prior to the expiry or sooner determination of the Term to reinstate the Premises in accordance with the schedule of condition annexed to this Lease;] and
- (d) to make good to the satisfaction of the Landlord all damage to the Premises and the iCity Estate resulting from the removal of the Tenant's belongings from the Premises.

3.7.2 If the Tenant fails to leave the Premises in the condition specified in Clause 3.7.1 then, without prejudice to any other claim the Landlord may have following such default, to pay to the Landlord the cost of remedying such default and an amount equal to the rents that would have been payable under this Lease and the business rates that would have been payable by the Tenant had the tenancy created by this Lease continued until such default had been remedied.

### 3.8 **Landlord's right of entry for repairs, development, etc**

3.8.1 To permit the Landlord, the Superior Landlord or other owners, tenants or occupiers of the LLDC Estate, Building or iCity Estate or any adjoining or neighbouring property and their respective agents, workmen and employees to enter the Premises at reasonable times, after giving to the Tenant written notice (except in an emergency):

- (a) to alter, maintain or repair the LLDC Estate, Building and/or the iCity Estate or the adjoining premises or property of the Landlord, the Superior Landlord or person so entering; or
- (b) to construct, alter, maintain, repair or fix anything serving such property and running through or on the Premises; or
- (c) to comply with an obligation in the Superior Lease or with an obligation to any third party having legal rights over the LLDC Estate, iCity Estate, the Building and the Premises; or
- (d) in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease; or

- (e) in connection with the development of the remainder of the Building, the iCity Estate or any adjoining or neighbouring land or premises, including the right to build on or into, or extend, any boundary wall of the Premises;
- (f) to comply with any statutory and/or regulatory obligations of the Landlord or the Superior Landlord,

without payment of compensation for any nuisance, annoyance, inconvenience, damage or loss caused to the Tenant (including, without limitation, for any diminution to light and air) subject to the Landlord (or other person entering) exercising the right in a proper manner and making good any damage caused to the Premises without unreasonable delay.

3.8.2 On becoming aware of any defects in the Building, which are "relevant defects" for the purposes of section 4 of the Defective Premises Act 1972, to give notice of them to the Landlord.

### 3.9 **Alterations**

3.9.1 [Except to the extent such alterations have been approved under the terms of the agreement for lease pursuant to which this Lease has been granted] not to make any alterations or additions to, or affecting the structure or exterior of the Premises or the appearance of the Premises as seen from the exterior.

3.9.2 To submit to the Landlord sufficient information to enable the Landlord to assess the impact of any proposed alteration on the energy efficiency, Operational Rating or Asset Rating of the Premises or the Building.

3.9.3 Not without the consent of the Landlord (acting reasonably) to make any other alterations or additions to the Premises (but the erection, alteration or removal by the Tenant of internal demountable partitioning and other minor works that do not obscure any windows or interfere with the running of any services to the Premises are authorised without such consent).

3.9.4 If any of the alterations or additions to the Premises permitted by the Landlord under Clause 3.9.3 are mechanical or engineering works to procure:

- (a) that they are carried out only by a contractor approved by the Landlord (such approval not to be unreasonably withheld); and
- (b) at the Landlord's request, the delivery to the Landlord of duty of care undertakings in terms acceptable to the Landlord by the contractors carrying out the alterations and additions and, as the case may be, by the consultants engaged in connection with their design or supervision.

3.9.5 Where the Lease is determined either in accordance with Clause 12 (*Tenant's right to terminate this Lease*) or by the re-entry of the Landlord and unless the Landlord requires otherwise by giving the Tenant at least six months prior notice prior to the expiry or sooner determination of the Term, to reinstate the Premises by removing any alterations made by the Tenant to the Premises during the Term with such reinstatement to be carried out under the supervision and to the reasonable satisfaction of the Landlord or the Landlord's surveyor.

### 3.10 **Alienation**

3.10.1 Not to assign or charge part only of the Premises and not to underlet part only of the Premises otherwise than by way of an underletting of a Permitted Part.

3.10.2 Not to assign or charge this Lease without the consent of the Landlord but, subject to the operation of the following provisions of this Clause 3.10.2, such consent is not to be unreasonably withheld:

- (a) the Landlord may, in addition to reasonable grounds, withhold its consent to an application by the Tenant for licence to assign this Lease unless (for the purposes of section 19(1A) of the Landlord and Tenant Act 1927) the conditions in this Clause 3.10.2(a) are met; that:
  - (i) at the time of the assignment, there are no arrears of rent or other monies due to the Landlord;
  - (ii) the proposed assignee enters into a direct covenant with the Landlord to comply with the terms of this Lease whilst the proposed assignee remains the tenant of the Lease;
  - (iii) at the time of assignment, the Tenant enters into an authorised guarantee agreement, the operative provisions of which are in the form required in Schedule 5, Part 2 (*Form of authorised guarantee agreement*);
- (b) on an assignment by the Tenant, the Landlord may require, if it is reasonable to do so, a guarantee of the tenant covenants of the assignee from a guarantor who is reasonably acceptable to the Landlord (the operative provisions of which are in the form required in Schedule 5, Part 1 (*Form of guarantee on assignment*)).

3.10.3 [Not to underlet the whole of the Premises in the first [●] years of the Term.]

3.10.4 Not to underlet a Permitted Part of the Premises without the consent of the Landlord, but subject to the operation of the provisions of Clause 3.10.6 and Clause 3.10.7 such consent is not to be unreasonably withheld.

3.10.5 On the grant of an underlease, to obtain covenants by deed from the underlessee direct with the Landlord in such form as the Landlord may require that the underlessee will:

- (a) not assign, sub-underlet or charge part only of the premises underlet;
- (b) not part with or share possession or occupation of the whole or any part of the premises underlet, nor grant rights to third parties over them except by a permitted assignment or sub-underletting;
- (c) not assign, charge or sub-underlet the whole of the premises underlet or permit further sub-underletting of the whole or any part of the premises sub-underlet without obtaining the previous consent of the Landlord under this Lease; and
- (d) provide for the inclusion in any sub-underleases granted out of the underlease (whether immediate or mediate) of covenants to the same effect as those contained in this Clause 3.10.5 and Clause 3.10.6.

3.10.6 On the grant of any underlease:

- (a) to include provisions for the revision of the rent reserved by the underlease in an upward only direction on such terms as are appropriate for the type of underlease granted;

- (b) to reserve a rent which is the market rent on market terms;
- (c) to include provisions in the underlease to the same effect as those in Clause 3.10.2; and
- (d) to include such underlessee covenants as are not inconsistent with, or do not impair the due performance and observance of, the covenants of the Tenant in this Lease.

3.10.7 Not to underlet the whole or a Permitted Part of the Premises except by way of Unsecured Underletting.

3.10.8 Not (except by assignment or underletting permitted under this Clause 3.10 (*Alienation*)) to:

- (a) part with or share possession or occupation of the whole or any part of the Premises; or
- (b) grant any rights over the Premises to third parties.

3.10.9 The preceding provisions of this Clause 3.10 (*Alienation*) do not apply to any parting with possession or occupation or the sharing of occupation or sub-division of the Premises to or with any member of a group of company of which the Tenant is itself a member if:

- (a) the interest in the Premises so created is and remains no more than a tenancy at will; and
- (b) the possession, occupation or sub-division are immediately terminated if the Tenant and the relevant member cease for any reason to be members of the same group of companies.

**3.11 Registration of dispositions of this Lease**

Within one month after a disposition of this Lease (a "**disposition**" being an assignment, charge, transfer, underlease, assignment or surrender of any underlease, or, on any transmission by death or otherwise, documentary evidence of devolution affecting the Premises):

- (a) to produce the document effecting the disposition (and in each case a certified copy for retention by the Landlord) to the Landlord's solicitors; and
- (b) to pay to the solicitors the fee they reasonably require for the registration and also any registration fees payable to the Superior Landlord.

**3.12 Enforcement of underleases**

3.12.1 Not without the consent of the Landlord to vary the terms, or waive the benefit, of any underlessee covenants or conditions in an underlease of the Premises.

3.12.2 Not without the consent of the Landlord to accept a surrender of any underlease of the Premises.

3.12.3 Diligently to enforce the underlessee covenants and conditions in any underlease of the Premises and (if reasonably required by the Landlord) to exercise by way of enforcement the powers of re-entry in the underlease.

- 3.12.4 Not without the consent of the Landlord to accept any sum or payment in kind by way of commutation of the rent payable by an underlessee of the Premises.
- 3.12.5 Not to accept the payment of rent from an underlessee of the Premises otherwise than by regular quarterly (or more frequent) payments in advance.
- 3.12.6 Duly and punctually to exercise all rights to revise the rent reserved by an underlease of the Premises, and not to agree a revised rent with an underlessee without the approval of the Landlord (such approval not to be unreasonably withheld).

**3.13 User**

- 3.13.1 Not without the consent of the Landlord to use the Premises otherwise than as premises within class [●] of the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005 and for purposes ancillary to that use [(including catering and entertainment facilities)].
- 3.13.2 Nothing in this Lease implies or is to be treated as a warranty to the effect that the use of the Premises for those purposes is in compliance with the Planning Acts and all other statutes and regulations relating to town and country planning from time to time in force.

**3.14 Restrictions affecting use of the Premises**

- 3.14.1 To take all practical steps to prevent smoking in the Building, or its immediate vicinity, by staff or visitors of the Tenant and all persons over whom the Tenant is able to exercise authority or control.
- 3.14.2 Not to erect or install in the Premises any engine, furnace, plant or machinery which causes noise, fumes or vibration which can be heard, smelled or felt outside the Premises.
- 3.14.3 Not to store any petrol or other specially inflammable, explosive or combustible substance in the Premises.
- 3.14.4 Not to use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose.
- 3.14.5 Not to hold any sales by auction on the Premises.
- 3.14.6 Not to permit livestock of any kind to be kept on the Premises.
- 3.14.7 Not to do or suffer anything in the Premises which may be or grow to be a nuisance, annoyance, disturbance, inconvenience or damage to the Landlord or its other tenants of the Building, iCity Estate or to the owners, tenants and occupiers of adjoining and neighbouring properties.
- 3.14.8 Not to load or use the floors, walls, ceilings or structure of the Premises or the Building so as to cause strain, damage or interference with the structural parts, loadbearing framework, roof, foundations, joists and external walls of the Premises and Building.
- 3.14.9 Not to overload the lifts, electrical installation or Conducting Media in the Premises and/or the Building or iCity Estate.

- 3.14.10 Not to do or omit to do anything which may interfere with or which imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Premises.
- 3.14.11 Not to use the Premises as a betting shop or betting office.
- 3.14.12 [Not to use the Premises for the sale of alcoholic liquor for consumption either on or off the Premises to members of the public.]
- 3.14.13 Not at any time to allow any person to sleep in the Premises nor to use the Premises for residential purposes.
- 3.14.14 [Not to accumulate trade empties on the Premises.]
- 3.14.15 Not at any time to place any rubbish or other obstruction in the Building Common Parts and iCity Common Parts.
- 3.14.16 Not to place, leave or install any articles, merchandise, goods or other things in front of or elsewhere outside the Premises.
- 3.14.17 Not to permit the drains to be obstructed by oil, grease or other deleterious matter, but to keep the Premises and the drains serving the Premises thoroughly cleaned.
- 3.14.18 Not to use any portion of the access roads or service area for the parking of vehicles except during the course of loading and unloading, nor to carry out any repairs or maintenance to vehicles on the access roads or service area within the Building and iCity Common Parts, iCity Estate or the LLDC Estate.
- 3.14.19 Not to allow any hazardous or contaminative materials to escape from the Premises into the ground or any watercourse whether or not they form part of the Premises.
- 3.14.20 To observe and perform or cause to be observed and performed the rules and regulations (including any signage strategy) from time to time made by the Landlord and/or Superior Landlord for the orderly and proper use of the Building Common Parts, iCity Common Parts, the LLDC Estate and those parts of the iCity Estate over which the Tenant is granted rights and the security of them.

**3.15 Advertisements and signs**

- 3.15.1 Not to place or display on the exterior or the windows of the Premises or inside the Premises so as to be visible from the exterior of the Premises any name, writing, notice, sign, illuminated sign, display of lights, placard, poster, sticker or advertisement other than:
  - (a) the name of the Tenant on the entrance doors of the Premises in a style and manner approved by the Landlord or the Landlord's agent;
  - (b) the name of the Tenant and any permitted sub-tenants displayed on the indicator board in the entrance lobby in the Building in a in a style and manner approved by the Landlord or the Landlord's agent; and
  - (c) such other signage within or on the Building and/or the Communal Estate Areas as the Landlord, at its absolute discretion, may consent to.
- 3.15.2 If any name, writing, notice, sign, placard, poster, sticker or advertisement is placed or displayed in breach of these provisions, to promptly remove the same following receipt of notice from the Landlord and if the Tenant has not complied

with such notice to permit the Landlord to enter the Premises and remove such name, writing, notice, sign, placard, poster, sticker or advertisement and to pay to the Landlord on demand the expense of so doing.

**3.16 Compliance with statutes, etc**

3.16.1 Except where such liability may be expressly within the Landlord's covenants in this Lease or the Superior Landlord's covenants or the Landlord's lessee covenants in the Superior Lease to comply in all respects with the provisions of all statutes from time to time, and the requirements of any competent authority, relating to the Premises or anything done in or on them by the Tenant, and to keep the Landlord indemnified against liability in consequence of the Tenant's failure to comply.

3.16.2 In particular (but without affecting the general operation of Clause 3.16.1):

- (a) to comply with all requirements under any present or future statute, order, bylaw or regulation as to the use or occupation of, or otherwise concerning, the Premises; and
- (b) to execute with all due diligence (commencing work within two months or sooner if necessary and then proceeding continuously) all works to the Premises for which the Tenant is liable under this Clause 3.16.2 and of which the Landlord has given notice to the Tenant,

and, if the Tenant does not comply with Clause 3.16.2(b), to permit the Landlord to enter the Premises to carry out the works, and to indemnify the Landlord on demand for the expenses of so doing (including professional fees), such expenses and any Interest on them to be recoverable as rent in arrear.

**3.17 Planning permissions**

3.17.1 Not without the consent of the Landlord to make any application under the Planning Acts, to any local planning authority for permission to develop, including change of use of, the Premises.

3.17.2 To indemnify the Landlord against any development charges, other charges and expenses payable in respect of planning applications and to reimburse to the Landlord the costs it may properly incur in connection with such consent.

3.17.3 Immediately to give the Landlord full particulars in writing of the grant of planning permission.

3.17.4 Not to implement any planning permission if the Landlord makes reasonable objection to any of the conditions subject to which it has been granted.

**3.18 Compliance with town planning requirements**

3.18.1 To perform and observe the requirements of the Planning Acts and all other statutes and regulations relating to town and country planning applying to the Premises, and to obtain any development or other consent, permit or licence by reason of the development, or manner of use, of or on the Premises by the Tenant.

3.18.2 To keep the Landlord indemnified against liability by reason of the Tenant's failure to obtain any requisite development or other consent, permit or licence or in complying with the requirements of the statutes and regulations referred to in Clause 3.18.1.



- 3.18.3 To give full particulars to the Landlord of any notice or proposal for a notice, or order or proposal for an order, made, given or issued relating to the Premises under the Planning Acts and all other statutes or regulations relating to town and country planning, within seven days after receipt by the Tenant.
- 3.18.4 Immediately to take all reasonable and necessary steps to comply with any such notice or order.
- 3.18.5 At the request and cost of the Landlord, to make or join with the Landlord in making such objections or representations against or in respect of any proposal for such a notice or order as the Landlord may consider expedient.
- 3.18.6 To comply with all requirements of any public authority and the Landlord's insurer relating to fire prevention and fire precautions including the installation, maintenance and testing of fire sprinklers, fire alarm systems, fire extinguishers and all other equipment or systems for detecting and extinguishing fires.

**3.19 Use and works restrictions**

3.19.1 For so long as the tenant of the DC Lease is using the DC Space as a data centre (or other undertenants, customers or occupiers of the DC Space use it for the same) the Tenant shall not use the Premises for:

- (a) the storage of explosives or munitions unless required by the Landlord's insurers;
- (b) processes that emit large volumes of dust at ground level in breach of any environmental agency permit; or
- (c) any purposes which would fall under the Control of Major Accidents and Hazards Regulations 1999 or which may breach any other control of major accident hazards guidelines or regulations set out by the health and safety executive.

3.19.2 [For as long as the DC Space is used as a data centre to procure that:

- (a) in relation to any heavy cutting, drilling, piling or other building activity on other parts of the Building and/or the iCity Common Parts carried out by the Tenant (or by anyone with its authority) which could reasonably be expected to be capable of producing vibration or resonance within the structural frame of the Building which could be transferred to the DC Space or the structure of the Building surrounding the DC Space such as to [detrimentally affect the use and occupation of the DC Space] [*Note: level to be inserted*]:
  - (i) the tenant of the DC Space is consulted in relation to the nature, extent and timing of such works;
  - (ii) those carrying out the works have due regard to any reasonable representations made by or on behalf of the tenant of the DC Space; and
  - (iii) the tenant of the DC Space is given not less than 10 Working Days' notice before any such works are commenced;
- (b) in relation to any work to be carried out by or on behalf of the Tenant (or by anyone with its authority) to the walls separating the Premises from

other parts of the Building (the "**Boundary Walls**") which could reasonably be expected (whether individually or in conjunction with other works carried out or to be carried out) to be capable of adversely affecting the structural integrity of the Boundary Walls and/or their performance against their design criteria:

- (i) the tenant of the DC Space is given the opportunity to approve (acting reasonably) any works carried out by the or on behalf of the Tenant (or by anyone with its authority) to the Boundary Walls;
  - (ii) the tenant of the DC Space is given prior written notice (using reasonable endeavours to provide not less than 10 Working Days' notice) of any work to be carried out by the Tenant (or by anyone with its authority) to the Boundary Walls;
  - (iii) any work to the Boundary Walls carried out by the Tenant (or by anyone with its authority) does not detrimentally affect the structural integrity of the Boundary Walls and/or their performance against their design criteria;
- (c) unless required by the Landlord's insurers no gas or high pressure service, including gas fire suppression cylinders, shall be stored by the Tenant (or anyone with its authority) in any part of the Premises directly adjacent to the Boundary Walls;
- (d) the Tenant (or anyone with its authority) notifies the tenant of the DC Space of any welding to any part of the Premises within 10 metres of the Boundary Walls.]

### 3.20 **Energy performance data**

3.20.1 To allow the Landlord and its employees or its agents to have access to all documentation, data and information in the Tenant's possession or under its control reasonably required by the Landlord to enable it to:

- (a) prepare an Energy Performance Certificate and Recommendation Report for the Building;
- (b) prepare a Display Energy Certificate and Advisory Report for the Building; and
- (c) comply with any duty imposed upon the Landlord under the EPB Regulations.

3.20.2 To permit the Landlord and its employees or agents at reasonable times to enter the Premises and to co-operate with the Landlord and its agents so far as reasonably necessary for the purposes referred to in Clause 3.20.1.

### 3.21 **Claims made by third parties**

3.21.1 To keep the Landlord indemnified against liability in respect of any accident, loss or damage to person or property in the Premises.

3.21.2 To keep the Landlord indemnified against liability to third parties by reason of breach by the Tenant of its obligations in this Lease.

### 3.22 **Expenses of the Landlord**

To pay to the Landlord on demand all expenses (including bailiff's and professional fees) incurred by the Landlord:

- (a) incidental to or in proper contemplation of the preparation and service of a schedule of dilapidations during or after the termination of this Lease and/or a notice or proceedings under sections 146 and 147 of the Law of Property Act 1925, even if forfeiture is avoided otherwise than by relief granted by the court and/or a notice under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (b) in the recovery or attempted recovery of arrears of rent or additional rent due from the Tenant;
- (c) in connection with the enforcement or remedying of any breach of the covenants in this Lease on the part of the Tenant or any Guarantor; and
- (d) in connection with every application for any consent or approval made under this Lease (whether or not consent or approval is given).

### 3.23 **Obstruction of windows or lights and easements**

3.23.1 Not to stop up or obstruct any windows of the Premises or any other buildings belonging to the Landlord or Superior Landlord.

3.23.2 Not to permit any easement or similar right to be made or acquired into, against or on the Premises.

3.23.3 Where any such easement or right is or is attempted to be acquired, immediately to give notice of the circumstances to the Landlord, and at the request and cost of the Landlord to adopt such course as it may reasonably require for preventing the acquisition of the easement or right.

### 3.24 **Cleaning and insurance of windows**

To keep the glass on the inside of the windows of the Premises clean.

### 3.25 **Value added tax**

3.25.1 To pay an amount equal to the value added tax chargeable on taxable supplies of goods and services made by the Landlord under this Lease; the consideration for the supplies is to be treated as exclusive of the value added tax.

3.25.2 Where the Landlord is entitled under this Lease to recover from the Tenant the costs incurred by the Landlord on the supply to the Landlord (but not the Tenant), of goods and services to indemnify the Landlord against so much of the input tax incurred by the Landlord on the supply for which the Landlord is not entitled to credit allowance under section 26 of the Value Added Tax Act 1994.

3.25.3 Not to use the whole or a part of the Premises in such a way or otherwise act in a manner that would or might cause an option to tax exercised, or which could be exercised, by the Landlord in relation to the Premises not to have effect in respect of, or apply to, supplies of goods and services made to the Tenant under this Lease.

3.25.4 To indemnify and keep the Landlord indemnified against value added tax and interest, fines and penalties relating to value added tax for which the Landlord becomes liable as a result of any breach of the obligations in Clause 3.25.3 and against any tax on any amounts due or paid under this indemnity to the Landlord for which the Landlord is held liable.

3.25.5 To indemnify and keep the Landlord indemnified against loss arising from the Landlord failing to recover, or being liable to repay or pay value added tax and interest, fines and penalties resulting from the breach of the obligations in Clause 3.25.3, and against taxation incurred or suffered by the Landlord on amounts under this indemnity.

**3.26 Access for sales**

To permit all persons authorised by the Landlord or its agents to view the Premises (at reasonable hours) without interruption in connection with any letting or sale.

**3.27 Superior Lease covenants**

With the exception of any financial obligations contained in the Superior Lease to comply with the tenant's covenants and conditions in the Superior Lease in so far as they relate to the Premises and its use of them and not do anything that would put the Landlord in breach of the same.

**3.28 Monitoring**

3.28.1 During the Term the Tenant will encourage its employees and any other occupiers of the Premises to complete an annual demographic socio-economic survey of occupiers of the Premises to include (if possible):

- (a) employee and visitor transport habits;
- (b) social, economic and demographic information on employees including but not limited to age, gender, ethnicity, disability, place and length of residency in the relevant Host Borough (if relevant);
- (c) payment of the London Living Wage;
- (d) previous employment status of employees;
- (e) training/skills gained by employees including the completion of any apprenticeship skills courses or vocational qualifications;
- (f) types of jobs e.g. full time, part time, professional, entry-level;
- (g) details relating to sub-contracts including, but not limited to, the value of contracts let to business in the Host Boroughs, and to small and medium sized enterprises,

in each case in respect of employees engaged wholly at the Premises and subject to any legislative or regulatory restrictions on the disclosure of such data and information.

3.28.2 The Tenant will procure that an appropriate representative if requested by either the Landlord, Superior Landlord or their respective agents attends a regular monitoring forum to be established for the LLDC Estate.

**3.29 London Living Wage**

The Tenant will (as far as reasonably practicable) comply with the London Living Wage in respect of its employees engaged wholly at the Premises and remunerate its workforce employed wholly at the Premises accordingly. The Tenant will encourage its tenants and occupiers of the Premises to do likewise.

**3.30 Branding and naming**

The Tenant is to comply with the obligations set out in Schedule 6 (*Branding*).

**3.31 Utilities provided or procured by the Superior Landlord or Landlord (as appropriate)**

3.31.1 For so long as the CCHP Agreement exists and is in full force and effect, the Tenant must (to the extent required by the CCHP Agreement):

- (a) connect to the heating services provided by the H&C Network in respect of any heating services for the Premises;
- (b) not install any central heating in the Premises;
- (c) not install a co-generation plant in the Premises;
- (d) not connect to a combined cooling and heating network other than the H&C Network;
- (e) connect to the cooling services provided by the H&C Network in respect of any cooling services for the Premises
- (f) provided that Clause 3.31.1(a) - Clause 3.31.1(e) shall not apply if the Premises will consume a supply of heating or cooling on less than ten days per year.

3.31.2 The Tenant acknowledges that the losses which may be suffered by Cofely (including Indirect Losses), in the event of a failure by the Tenant to connect the Premises to the H&C Network are in the contemplation of the Tenant.

3.31.3 For so long as the Electricity Agreement exists and is in full force and effect, the Tenant (to the extent required by the Electricity Agreement) must connect to the Electricity Network in respect of any electricity supplies for the Premises by:

- (a) requesting that LVUL enters into (or procures that UKPN enters into) a Connection Agreement in accordance with schedule 11 of the Electricity Agreement; and
- (b) (provided that LVUL or UKPN also enters into the Connection Agreement) entering into a Connection Agreement in accordance with schedule 11 of the Electricity Agreement.

3.31.4 In the event of a failure of the Tenant to comply with its obligations in Clause 3.31.3(a), LVUL or UKPN will be entitled to recover (to the extent permitted by the Electricity Agreement):

- (a) if and to the extent not recovered pursuant to (b) below, the amount of the Connection Charges (if any) which LVUL would have been entitled to receive had it entered into a Connection Agreement with the Tenant on the

terms contemplated by schedule 11 of the Electricity Agreement less any part of such Connection Charges which LVUL would have expended on its costs of making the connection; and

- (b) where reinforcement of shared use elements of the Electricity Network or circuit over capacity (in respect of those assets between the intended point of connection and the 11kV switchboard at the primary power station at King's Yard) has been required or has occurred in respect of the intended connection of the Tenant, a share of the capital costs associated with such reinforcement or over capacity which shall be calculated by reference to the capacity required by the Tenant compared to the capacity of the circuit and associated Electricity Network circuits between the intended point of connection and the 11kV switchboard at the primary power station at King's Yard following such reinforcement or over capacity.

3.31.5 The Tenant is to indemnify the Landlord in relation to any breach of this Clause 3.31 (*Utilities provided or procured by the Superior Landlord or Landlord*). The Tenant is to take reasonable steps to mitigate the extent of its liability.

3.31.6 Subject to Clause 7 (*Obligations in the Schedules to this Lease*) nothing in this Clause 3.30.2 shall prevent:

- (a) the use of additional cooling or heating systems within or the use of additional electricity supplies to the Premises where the capacity of the H&C Network or (as applicable) the Electricity Network is insufficient to meet the demand generated;
- (b) the use of secondary power supplies (including generators and uninterruptible power supplies) to provide resilience in the event of failure of or interruption to the supply of electricity through the Electricity Network.

3.31.7 The Tenant must obtain the prior written consent of Cofely or UKPN (as appropriate) to the use of any additional or secondary systems or supplies contemplated in this Clause 3.31 (*Utilities provided or procured by the Superior Landlord or Landlord (as appropriate)*) and provide a copy of such consent to the Landlord, or provide written confirmation that such additional or secondary systems or supplies do not require any such consent.

3.31.8 So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the Encumbrances and is to indemnify the Landlord against any breach of them by the Tenant.

#### 4 **PROVISOS**

The parties agree to the following provisos.

##### 4.1 **Proviso for re-entry**

4.1.1 The Landlord may terminate this Lease by re-entering the Premises (or a part of them) itself or by an authorised agent if:

- (a) any rent remains unpaid 21 days after becoming due for payment (whether or not formally demanded); or

- (b) the Tenant fails to perform or observe any of its covenants or the conditions in this Lease or allows any distress or execution to be levied on its goods; or
- (c) an event of insolvency occurs in relation to the Tenant or any guarantor of the Tenant; or
- (d) the Tenant or any guarantor of the Tenant being a company incorporated in the United Kingdom is:
  - (i) struck off the register of companies; or
  - (ii) being an unlimited company is registered with limited liability; or
- (e) any circumstances exist or event occurs with respect to the Tenant or any guarantor of the Tenant in any jurisdiction which has an effect equivalent or similar to any of those mentioned in this Clause 4.1 (*Proviso for re-entry*).

4.1.2 Re-entry in exercise of the rights in Clause 4.1.1 does not affect any other right or remedy of the Landlord for breach of covenant or condition by the Tenant occurring before the termination of this Lease.

4.1.3 The expression "**an event of insolvency**" in Clause 4.1.1 includes:

- (a) (in relation to a body corporate which is the Tenant or a guarantor) inability of the body corporate to pay its debts, entry into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for a creditors' winding-up, the making of a proposal to the body corporate and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to the court for an administration order, the giving of a notice of appointment or intention to appoint an administrator or liquidator and the appointment of a receiver or administrative receiver; and
- (b) (in relation to an individual who is the Tenant or a guarantor) inability to pay or having no reasonable prospect of being able to pay his debts, the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to the court for an interim order, and the appointment of a receiver or interim receiver,

and in relation to the various events of insolvency they are, wherever appropriate, to be interpreted in accordance and conjunction with the relevant provisions of the Insolvency Act 1986.

## 4.2 **Power for Landlord to deal with adjoining property**

4.2.1 The Tenant is not entitled to acquire by prescription any rights over the property of the Landlord adjoining or neighbouring the Premises additional to those expressly granted by this Lease.

4.2.2 The Landlord and those authorised by the Landlord may without obtaining any consent from or making any arrangement with the Tenant, alter, reconstruct or modify in any way or change the use of the Building, Building Common Parts, iCity Common Parts and the iCity Estate notwithstanding any diminution of light and air, and the Tenant shall not object to any such works (including any planning

application or related negotiations and documents) or make any claim for compensation in any form whatsoever so long as proper means of entrance to and exit from the Premises are afforded and essential services are maintained.

#### 4.3 **Arbitration of disputes between tenants**

If any dispute or disagreement at any time arises between the Tenant and the tenants and occupiers of the iCity Estate or any adjoining or neighbouring property belonging to the Landlord relating to the Conducting Media serving, or easements or rights affecting, the Premises, the iCity Estate or any adjoining or neighbouring property, the matter in dispute or disagreement is to be determined by the Landlord, by which determination the Tenant shall be bound.

#### 4.4 **Exemption from liability in respect of services**

4.4.1 The Landlord is not to be held liable to the Tenant for any loss, damage or inconvenience which may be caused by reason of:

- (a) temporary interruption of services during periods of inspection, testing, maintenance, repair, replacement, servicing and renewal; or
- (b) any cause or circumstance beyond the control of the Landlord, including break down, malfunction, failure of or defect in any plant and machinery, services or Conducting Media in the Building, the iCity Estate or neighbouring or adjoining property, shortages of fuel or materials or labour disputes; or
- (c) events beyond the reasonable control of the Landlord.

and provided that in respect of any other failure, interruption or delay in the provision any services the Landlord will not be liable to the Tenant for any loss or damage unless and until the Tenant has notified the Landlord that the relevant service is not being provided and the Landlord has not restored the provision of the relevant service within a reasonable time.

4.4.2 The Landlord's duty of care to the Tenant's employees, agents, workpeople and visitors in or about the iCity Estate does not go beyond the obligations involved in the common duty of care (within the meaning of the Occupiers' Liability Act 1957) or the duties imposed by the Defective Premises Act 1972.

#### 4.5 **Cesser of liability in respect of covenants**

A party who was formerly the Landlord is to cease to be liable to perform and observe the covenants and conditions on the part of the Landlord contained in this Lease at and from the date of an assignment of the immediate reversion to this Lease.

#### 4.6 **Accidents**

[The Landlord is not to be held responsible to the Tenant or the Tenant's licensees nor to any other person for any:

- (a) accident, happening or injury suffered in the Premises; or
- (b) damage to, or loss of, any goods or property sustained in the iCity Estate (whether or not due to failure of any security system for which the Landlord is responsible); or



- (c) act, omission or negligence of any employee of the Landlord in the iCity Estate.]

#### 4.7 **Compensation for disturbance**

The Tenant is not entitled to claim any compensation from the Landlord on quitting the Premises unless and to the extent that any statutory right to compensation precludes the operation of this Clause 4.7 (*Compensation for disturbance*).

#### 4.8 **Removal of property after determination of Term**

4.8.1 If, after the Tenant has vacated the Premises following the expiry or sooner termination of the Term, any property of the Tenant remains in the Premises the Landlord may, in accordance and compliance with the requirements of section 12 and schedule 1 of the Torts (Interference with Goods) Act 1977:

- (a) immediately remove the property and transfer it to an alternative place of storage; and
- (b) if the Tenant fails to remove the property from the Premises or, as the case may be, from the alternative place of storage within a reasonable period specified by the Landlord, the Landlord may sell the property,

and the Landlord shall hold the proceeds of sale, after deducting the costs and expenses of removal, storage and sale reasonably incurred by it, to the order of the Tenant and account to the Tenant accordingly.

4.8.2 The Tenant shall indemnify the Landlord against any liability incurred by it to any third party whose property has been sold by the Landlord in the *bona fide* mistaken belief (which is to be presumed unless the contrary is proved) that it belonged to the Tenant and was liable to be dealt with as such under this Clause 4.8 (*Removal of property after determination of Term*).

#### 4.9 **Notices, consents and approvals**

4.9.1 Any notice served under or in connection with this Lease is to be in writing and to be treated as properly served if compliance is made with either the provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) or section 23 of the Landlord and Tenant Act 1927.

4.9.2 Any consent or approval required under this Lease shall be obtained before the act or event to which it applies is carried out or done and shall be effective only if it is in such form and upon such terms as the party giving it properly requires and contains the statement "this is the form of consent or approval required by the underlease pursuant to which it is granted".

#### 4.10 **Superior Landlord**

4.10.1 This Lease is granted subject to the powers, rights and discretions reserved to the Superior Landlord to the extent required under the Superior Lease.

4.10.2 Nothing in this Lease is to be construed as implying that the Superior Landlord is under any obligation not unreasonably to withhold its consent or approval in respect of any application for a licence by the Tenant to the Landlord.

4.10.3 If the Tenant does or proposes to do any matter or thing for which the consent of the Superior Landlord is required, the Tenant shall bear and indemnify the Landlord

against the cost of obtaining such consent and all incidental professional fees and disbursements.

4.10.4 The Landlord may, notwithstanding any provision to the contrary elsewhere in this Lease, withhold consent or approval in any matter where the Superior Landlord's consent or approval is required, and the Landlord (having used its reasonable endeavours) is unable to obtain it.

4.10.5 Any rights granted or reserved in favour of the Landlord shall also benefit any Superior Landlord.

## 5 **LANDLORD'S COVENANTS**

Subject to Clause 4.5 (*Cesser of liability in respect of covenants*), the Landlord covenants with the Tenant to perform and observe the covenants in this Clause 5 (*Landlord's covenants*).

### 5.1 **Quiet enjoyment**

That the Tenant, paying the rents reserved by, and performing the Tenant's covenants in this Lease, may lawfully and peaceably enjoy the Premises throughout the Term without interruption by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

### 5.2 **Superior Lease obligations**

5.2.1 To pay the rent reserved by, and observe and perform the covenants of the tenant and the conditions contained in, the Superior Lease, except insofar as the covenants fall to be observed and performed by the Tenant by reason of the obligations of the Tenant in this Lease.

5.2.2 The Landlord acknowledges the right of the Tenant to production and to take copies of any Superior Lease.

## 6 **SUSTAINABILITY**

6.1 It is the intention of the Landlord to:

- (a) promote the reduction of emissions;
- (b) promote the reduction and recycling of waste; and
- (c) ensure the environmental sustainability of resources, in order to improve, and be accountable for, the energy efficiency of the Building and the iCity Estate.

6.2 In furtherance of that intention, the Landlord and the Tenant shall use their reasonable endeavours to:

- (a) agree and comply with an energy management plan to aid the sustainability of resource use;
- (b) agree and operate initiatives to reduce, re-use and recycle waste; and
- (c) the Landlord and the Tenant shall maintain and share energy data and other information reasonably required to monitor energy and resource consumption for the purpose expressed in this Clause 6 (*Sustainability*).

## 7 **OBLIGATIONS IN THE SCHEDULES TO THIS LEASE**

Subject to Clause 4.5 (*Cesser of liability in respect of covenants*), the Landlord and the Tenant mutually covenant to observe and perform their respective obligations and the conditions in the Schedules.

## 8 **EXPERT DETERMINATION**

### 8.1 **Application of provisions**

In this Lease, where any issue is required to be dealt with by, or submitted for the determination of, an independent expert, the following provisions of this Clause 8 (*Expert determination*) are to apply but, in case of conflict with other provisions specifically relating to expert determination elsewhere in this Lease, those other provisions are to prevail to the extent of the conflict.

### 8.2 **Appointment of expert**

The expert is to be appointed by the parties jointly, or if they cannot or do not agree on the appointment, appointed by whichever of the following is appropriate:

- (a) the president from time to time of the Royal Institution of Chartered Surveyors; or
- (b) the president from time to time of the Institute of Chartered Accountants in England and Wales,

or in either case the duly appointed deputy of the president, or other person authorised by him to make appointments on his behalf.

### 8.3 **Requirements of appointee**

The person so appointed is to:

- (a) act as an expert, and not as an arbitrator; and
- (b) must afford the parties the opportunity within such a reasonable time limit as he may stipulate to make representations to him (accompanied by professional rental valuations, reports or other appropriate evidence in the relevant circumstances) and permit each party to make submissions on the representations of the other.

### 8.4 **Disclosure of evidence**

Neither the Landlord nor the Tenant may without the consent of the other disclose to the expert correspondence or other evidence to which the privilege of non-production ("without prejudice") properly attaches.

### 8.5 **Fees and expenses of expert**

- 8.5.1 The fees and expenses of the expert, including the cost of his nomination, are to be borne as the expert may direct (but in the absence of such a direction, by the parties in equal shares), but (unless they otherwise agree) the parties shall bear their own costs with respect to the determination of the issue by the expert.

8.5.2 One party may pay the costs required to be borne by another party if they remain unpaid for more than 21 days after they become due and then recover these and any incidental expenses incurred from the other party on demand.

**8.6 Death, incapacity and incapability of expert**

If the expert refuses to act, becomes incapable of acting or dies, the Landlord or the Tenant may request the appointment of another expert in his stead under Clause 8.2 (*Appointment of expert*).

**8.7 Status of expert's determination**

The determination of the independent expert, except in case of manifest error, is to be binding on the Landlord and the Tenant.

**9 [EXCLUSION OF SECURITY OF TENURE]**

**9.1 Agreement to exclude security of tenure**

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

**9.2 Compliance with statutory requirements**

It is confirmed that before the Tenant became contractually bound to enter into the agreement for lease pursuant to which this Lease has been granted:

- (a) the Landlord served notice on the Tenant on 29 January 2013 in relation to the tenancy created by this Lease in a form complying with the requirements in schedules 1 and 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the "**Order**"), as the Tenant acknowledges; and
- (b) on 29 January 2013 the Tenant (or a person authorised by it) made a statutory declaration in a form complying with the requirements of schedule 2 of the Order,

and that the parties have duly carried out the requirements of schedule 2 of the Order to render valid the agreement in Clause 9.1 (*Agreement to exclude security of tenure* ).]

**10 COVENANT STATUS OF THIS LEASE**

This Lease is granted under section 19 of the Landlord and Tenant (Covenants) Act 1995 and is a new tenancy for the purposes of section 1 of that Act.

**11 IMPLIED RIGHTS OF ENFORCEMENT BY THIRD PARTIES EXCLUDED**

**11.1 Exclusion of implied rights**

Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Lease under the Contracts (Rights of Third Parties) Act 1999. Save in relation to:

- (a) Cofely in relation to Clause 3.31.4 and Clause 3.31.3;

- (b) LVUL or UKPN in relation to Clause 3.31.3 and Clause 3.31.4; and
- (c) the Rights Owners (as defined in Schedule 6 (*Branding*)) in relation to Schedule 6 (*Branding*).

11.2 **No third party consent before rescission or variation**

The parties may rescind or vary this Lease without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12 **[TENANT'S RIGHT TO TERMINATE THIS LEASE**

**Terms of termination**

12.1 In this Clause the following definitions apply:

**"Break Payment"** means [●].

12.2 The Tenant may terminate this Lease at any time after the expiry of the [●] year of the Term by giving to the Landlord not less than [●] months' notice to that effect but only if:

- (a) the Tenant has paid the [Break Payment] by the Break Date;
- (b) the Tenant has paid all yearly rent payable under Clause 3.1.1 any service charge (payable quarterly) and any insurance contribution (where requested at least one month in advance) but in each case excluding such sums that are the subject of a bona fide dispute;
- (c) the Tenant has paid the rents reserved by this Lease and performed and observed the Tenant's covenants up to the date of expiration of notice; and
- (d) on the expiration of the notice, the Tenant has given up occupation of the Premises free from any right of occupation of a third party.]

12.3 **Effect of termination**

On the expiry of the notice and subject to the requirements of Clause 12 (*[Tenant's right to terminate this Lease]*):

- (a) this Lease will terminate, but without affecting any liability of the Tenant arising from a breach of covenant or condition which has occurred before then; and
- (b) the Landlord shall reimburse to the Tenant any proportion of the rent paid by the Tenant which relates to the period after termination.

13 **[LANDLORD'S RIGHT TO TERMINATE THIS LEASE**

13.1 **Terms of termination**

13.2 The Landlord may terminate this Lease on the fifth anniversary of the Term Commencement Date by giving to the Tenant not less than 12 months' notice to that effect but only if at the date of the notice the LLDC is the immediate Landlord.

**13.3 Effect of termination**

On the expiration of the notice, this Lease will terminate, but without affecting any liability of the Tenant arising from a breach of covenant or condition which has occurred before then.]

**14 REGISTRATION OF THIS LEASE**

14.1 The Tenant is to take all steps necessary to procure that the Tenant is registered at Land Registry as proprietor of this Lease as soon as reasonably possible.

14.2 The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease or any rights granted or reserved by it at the Land Registry.

**15 GOVERNING LAW AND JURISDICTION**

15.1 This Lease and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by English law.

15.2 Subject to Clause 15.4 the English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Lease (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

15.3 Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

15.4 Nothing in this Lease (or, unless provided otherwise, any document entered into in connection with it) shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

**Delivered as a deed on the date of this document.**

**Schedule 1  
The Premises**

**Part 1  
Description of the Premises**

- 1 [●] Floors in the [Former Broadcast] Centre, Queen Elizabeth Olympic Park, London as shown edged red on the Premises Plan.
  
- 2 The Premises include:
  - (a) the lights of the Premises;
  - (b) the doors, door frames, equipment, fitments and any glass relating to the doors of the Premises;
  - (c) the internal plaster or other surfaces of loadbearing walls and columns within the Premises and of walls which form boundaries of the Premises;
  - (d) non-loadbearing walls completely within the Premises;
  - (e) the flooring and floor screeds down to the joists or other structural parts supporting the flooring of the Premises;
  - (f) any non-structural walls dividing the Premises from any adjoining premises (in which case such walls are to be divided medially);
  - (g) the plaster or other surfaces of the ceilings and false ceilings within the Premises and the voids between the ceilings and false ceilings;
  - (h) the Conducting Media within and exclusively serving the Premises (excluding any air conditioning plant and equipment connected to any Building wide system maintained by the Landlord);
  - (i) appurtenances, fixtures, fittings and rights granted by this Lease; and
  - (j) machinery and plant situated within and exclusively serving the Premises, and improvements and additions made to, and fixtures, fittings and appurtenances in, the Premises.
  
- 3 The Premises do not include:
  - (a) the windows and the frames, glass, equipment and fitments relating to windows;
  - (b) the loadbearing framework and all other structural parts of the Building;
  - (c) the roof, foundations, joists and external walls of the Building; and
  - (d) Conducting Media and machinery and plant within (but not exclusively serving) the Premises including without limitation any air conditioning plant and equipment connected to any Building wide system maintained by the Landlord.

**Part 2**  
**Rights enjoyed with demise**

The grant of this Lease to the Tenant is with the benefit of the following rights in common with the Landlord and any other persons having the same or like rights, unless the right is expressed to be exclusive to the Tenant and such rights are only granted to the extent the Landlord can grant them under the terms of the Superior Lease:

- 1 the free and uninterrupted passage of water, steam, soil, air, gas, electricity and telephone communications and data from and to any part of the Premises through the Conducting Media commonly used for those purposes which are now or may in the future be in, upon or under the iCity Estate;
- 2 the right of escape in cases of emergency through the Building Common Parts and iCity Common Parts along the escape routes designated by the Landlord from time to time;
- 3 the right to use the Building Common Parts and the iCity Common Parts (as the same are designated as common parts from time to time by the Landlord in accordance with the terms of this Lease) for all purposes for which they are designed;
- 4 the right of support and protection for the Premises as now enjoyed from the rest of the Building and the LLDC Estate;
- 5 the right to use the nearest entrance foyer to the Building and the Building Common Parts and iCity Common Parts leading from such main entrance to enter and leave the Premises (and not for any deliveries to the Premises) and for such other purpose as the Landlord may specify from time to time;
- 6 the right to use the shared goods lifts marked as such on the Premises Plan (at such time as the same shall be working) and the goods entrance loading bay and service yard for deliveries to and from the Premises;
- 7 Subject to Clause 3.15 (advertisements and signs) and Clause 3.17 (Planning) the right to maintain a sign giving the name of the Tenant or other permitted occupier and its location within the Building on the name board in the entrance lobby of the Building;
- 8 the Tenant acknowledges that the right to use the Access Road is contained in the Superior Lease and subject to the terms of the Superior Lease. The Landlord shall give the Tenant as soon as reasonably possible copies of any notices it receives from the Superior Landlord relating to the stopping up of the Access Road or the exercise by the Superior Landlord of any of its reservations in relation to the Access Road;
- 9 to use such means of pedestrian and vehicular access and circulation in the Communal Estate Areas for access to and from the Premises as the Landlord (acting reasonably) may specify in writing from time to time until such time as any such routes are adopted as public highway or public footpath;

In exercising the above rights the Tenant must take all reasonable steps to minimise any damage to the iCity Estate or the LLDC Estate, or any interference with the rights of other tenants, undertenants or occupiers of the iCity Estate or the LLDC Estate and must make good any damage caused as soon as possible to the reasonable satisfaction of the Landlord.

**Part 3**  
**Exceptions and reservations**



- 1 The free and uninterrupted passage of water, steam, soil, air, gas, electricity and telephone communications and data from and to any part of the iCity Estate or any adjoining or neighbouring property through the Conducting Media commonly used for those purposes which are now or may in the future be in, upon or under the Premises.
- 2 The right to install, maintain, repair, replace and renew additional metering equipment on the water, gas and electricity utilities which are now or may in the future be connected to the Premises in order to measure the resource consumption of the iCity Estate.
- 3 All rights of development and entry upon the Premises referred to in Clause 3 (*Tenant's covenants*) and Clause 4 (*Provisos*).
- 4 All rights of light and air.
- 5 Rights of entry and other rights reserved by the Superior Lease.
- 6 [The right in case of emergencies for the Landlord and adjoining owners and occupiers over the staircases shown edged [●] on the [●] Plan.]
- 7 The right of support and protection for the Building and the LLDC Estate as now enjoyed from the Premises.
- 8 The grant of this Lease does not include any liberties, privileges, easements, rights or advantages over any part of the iCity Estate or any adjoining or neighbouring property, unless they are expressly included in this Schedule 1, Part 2 (*Rights enjoyed with demise*).

**Part 4  
Encumbrances**

Date	Description of document	Parties
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**Schedule 2  
Rent Payment Schedule**

**[OPTION 1**

- 1 [Schedule to be inserted on exchange and updated following GIA and NIA measurements]]

**[OPTION 2 – OMV REVIEW****Rent Review provisions in Further Lease****1 The Review Dates**

The yearly rent payable under this Lease is to be reviewed on the expiry of the [●] year[s] of the Term and the last day of the Term (each referred to in this Schedule 2 (*Rent Payment Schedule*) as the "review date") and with effect on and from each review date, the reviewed rent (as agreed or determined in accordance with this Schedule 2 (*Rent Payment Schedule*) is to become payable as the yearly rent reserved by this Lease.

**2 Upward only Rent Reviews**

The reviewed rent is to be the greater of:

- (a) the yearly rent reserved under this Lease immediately preceding the review date; and
- (b) the market rent of the Premises at the review date.

**3 The Market Rent**

For the purposes of this Lease, the expression "market rent" means the best yearly rent at which the Premises might reasonably be expected to be let in the open market by a willing landlord to a willing tenant:

- (a) with vacant possession;
- (b) for a term of ten years from the review date having a rent review, in the same terms as this Lease, at the expiry of each period of five years throughout that term;
- (c) without the payment of a premium by the willing tenant; and
- (d) on the terms of this Lease, other than the length of the term and the amount of rent, but including these provisions for rent review,

but on the assumption, if not the fact, that at the review date:

- (a) the Premises are ready for fitting-out by the willing tenant for the purposes of its business but, by the time of the review date, the willing tenant has received and enjoyed the full benefit of such a rent-free or other allowance made in respect of the fitting-out of the Premises for the purposes of its business as would be made or allowed by a willing landlord on the grant of the lease to the willing tenant;

- (b) in case the Premises have been destroyed or damaged (or made unfit for use and occupation by reason of damage to the iCity Estate) they have been fully reinstated (or rendered fit for use and occupation);
- (c) the Premises and the Building are in a state of full repair and the covenants of the Tenant and the Landlord have been fully observed and performed;
- (d) there is not in operation any statute, order or instrument, regulation or direction which has the effect of regulating or restricting the amount of rent of the Premises which might otherwise be payable;
- (e) the Premises may be lawfully used throughout the Term as [cross reference to 3.13] and that no capital is required to be expended upon the Premises to enable them to be so used;
- (f) the willing tenant and anyone who may become the tenant is a taxable person who makes only taxable supplies and no exempt supplies (words and expressions used in this paragraph 3(j) having the meanings assigned to them respectively in the Value Added Tax Act 1994 and the regulations made under that Act) and that demand for the Premises on the open market would not be reduced by reason of the Landlord having elected to waive exemption from value added tax in respect of them; and
- (g) the willing tenant has the benefit of any requisite premises and/or other licences in force to permit it to use the Premises and to carry on business for the purposes authorised by this Lease.

#### 4 **Matters to be disregarded**

In agreeing or determining the market rent, the effect upon it of the following matters are to be disregarded:

- (a) the occupation of the Premises by the Tenant;
- (b) any goodwill attached to the Premises by reason of the carrying on at the Premises of the business of the Tenant;
- (c) any improvements to the Premises made by the Tenant with the consent of the Landlord other than:
  - (i) those made in pursuance of an obligation to the Landlord; or
  - (ii) those for which the Landlord has made a financial contribution, and
- (d) any works carried out by the Tenant which have diminished the market rent,

and in this paragraph 4, reference to the "**Tenant**" includes predecessors in title to the Tenant, and sub-tenants of the Tenant or any of their respective predecessors in title.

#### 5 **Procedure for determination of Market Rent**

- 5.1 The Landlord and the Tenant are to endeavour to agree the market rent at any time not being earlier than 12 months before the relevant review date, but if they

have not agreed the market rent three months before the relevant review date the amount of the market rent is to be determined by reference to the arbitration of an arbitrator.

- 5.2 The arbitrator shall be nominated by the Landlord and the Tenant jointly, but, if they cannot or do not do so, then he shall be nominated by the president for the time being of the Royal Institution of Chartered Surveyors on the application either of the Landlord or of the Tenant.
- 5.3 The reference to and award of the arbitrator shall be governed by the Arbitration Act 1996.
- 5.4 The arbitrator nominated is to be a chartered surveyor having not less than ten years' experience of leasehold valuation of property being put to the same or similar use as the Premises and of property in the same region in which the Premises are situated.
- 5.5 If the arbitrator refuses to act, becomes incapable of acting or dies, the Landlord or the Tenant may request the appointment of another arbitrator as provided in paragraph 5.1.

## 6 **Time Limits**

- 6.1 Time is not of the essence in agreeing or determining the reviewed rent or of appointing an arbitrator.
- 6.2 The right of the Tenant to terminate this Lease pursuant to Clause 12 (*[Tenant's right to terminate this Lease]*) does not make time of the essence for the rent review which is to take place on or immediately following the date of termination.

## 7 **Rental Adjustments**

- 7.1 If the market rent has not been agreed or determined in accordance with the provisions of this Schedule 2 (*Rent Payment Schedule*) before the review date, then, until the market rent has been so agreed or determined, the Tenant will continue to pay, on account, rent at the rate of yearly rent payable immediately before the review date.
- 7.2 The Tenant will pay to the Landlord, within seven days after the time that the market rent has been agreed or determined, all arrears of the reviewed rent which have accrued in the meantime, with interest equal to the base rate of Natwest Bank PLC on each of the instalments of the arrears from the time that it would have become due if the market rent had then been agreed or determined until payment becomes due from the Tenant to the Landlord under this paragraph 7.

## 8 **Reviewed Rent Reserved in Phases**

The Landlord and the Tenant may, at any time before the market rent is determined by an arbitrator, settle the reviewed rent in more than one amount and agree to reserve the amounts increasing in phases until the next review date or, if none, the expiry of the Term.

## 9 **Memorandum of Rent Review**

The parties shall cause a memorandum of the reviewed rent duly signed by the Landlord and the Tenant to be endorsed on or securely annexed to this Lease and the counterpart of this Lease.]

**[OPTION 3 - RPI****Rent reviews****1 The Review**

The yearly rent payable under this Lease is to be reviewed on the Review Date[s] and with effect on and from the [Relevant] Review Date, the reviewed rent (as agreed or determined in accordance with this schedule) is to become payable as the yearly rent reserved by this Lease.

**2 Definitions**

Unless the contrary intention appears, the following definitions apply in this Schedule 2 (*Rent Payment Schedule*):

**"Anniversary"** means an anniversary of the Term Commencement Date.

**"A"** means the monthly figure shown in the Index for [●] (being the month before the month in which the Term Commencement Date falls) in the year preceding the relevant Anniversary.

**"B"** means the monthly figure shown in the Index for [●] (being the month before the month in which the Term Commencement Date falls) in the year of the relevant Anniversary.

**"Index"** (subject to paragraph 3.4) means the all items retail prices index published by the Statistics Authority.

**"Review Period"** means the period beginning on the day after the Term Commencement Date and ending on the first Review Date [or (as appropriate) the period beginning on the day after the previous Review Date and ending on the Relevant Review Date and the **"Relevant Review Period"** shall be construed accordingly].

**3 Upward-only Rent Reviews**

3.1 At each of the five Anniversaries in the [Relevant] Review Period the yearly rent shall be hypothetically recalculated by multiplying:

- (a) (in the case of the first Anniversary in a Review Period) the yearly rent reserved under this Lease immediately preceding the relevant Anniversary; or
- (b) (in the case of each other Anniversary in a Review Period) the hypothetical rent as calculated in accordance with this paragraph 3.1 (and capped or deemed as provided if appropriate) at the preceding Anniversary;

by  $\frac{B}{A}$

but if this produces an increase of less than [●] then the increase shall be deemed to be [●] and if this produces an increase greater than [●] the increase shall be capped at [●].

- 3.2 The reviewed rent payable from and including each Review Date is the amount calculated on the Anniversary which is the Review Date (capped or deemed as aforesaid if appropriate) described in paragraph 3.1.
- 3.3 If the Index is re-based after A is published, but before B is published, then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.
- 3.4 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 3.1 such other index as the Landlord and the Tenant shall agree or failing agreement as shall be determined by an independent expert pursuant to Clause 8 (*Expert determination*) as being a generally respected measure of the general increase in retail prices.
- 3.5 If, because of any change after the date of this Lease in the method used to compile the Index or for any other reason it becomes impossible or impracticable to calculate fairly the fraction referred to in paragraph 3.1 by reference to the Index, or if any dispute or question arises between the parties to this Lease with respect to any such calculation pursuant to paragraph 3.1 or with respect to the construction or effect of this provision, then such dispute or question shall be referred to an independent expert pursuant to Clause 8 (*Expert determination*).

#### 4 **Time**

Time is not of the essence in agreeing or determining the reviewed rent or of appointing an expert.

#### 5 **Rental Adjustments**

- 5.1 If the reviewed rent payable from a Review Date is not agreed or determined in accordance with the provisions of this Schedule before the Relevant Review Date, then until the reviewed rent has been so agreed or determined, the Tenant will continue to pay on account rent at the rate of the yearly rent payable immediately before the Relevant Review Date.
- 5.2 Within ten (10) working days after the time that the reviewed rent has been agreed or determined the Tenant will pay to the Landlord all arrears of the reviewed rent which have accrued in the meantime, with interest equal to the base rate of Barclays Bank PLC on each of the instalments of the arrears from the time that it would have become due if the reviewed rent had then been agreed or determined until payment becomes due from the Tenant to the Landlord under this paragraph 5.2.

#### 6 **Memorandum**

The parties shall cause a memorandum of the reviewed rent duly signed by the Landlord and the Tenant to be endorsed on or securely annexed to this Lease and its counterpart and each party shall bear their own costs in this respect.]

### Schedule 3 Insurance provisions

#### 1 **INSURED RISKS AND OTHER DEFINITIONS**

1.1 **"Insured Risks"** means the risks and other contingencies against which the iCity Estate and the Premises are required to be, or which may be, insured under this Lease, but subject to any exclusions, limitations and conditions in the policy of insurance.

1.2 Insured Risks include (without limitation) fire, lightning, explosion, storm, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, earthquake, aircraft (but not hostile aircraft) and devices dropped from aircraft, riot and civil commotion, malicious damage, acts of terrorism and such other risks as the Landlord may consider it prudent to insure.

1.3 If a risk or contingency itemised, or otherwise included, as an Insured Risk, can no longer be insured in the London Insurance Market, or in the Landlord's reasonable opinion can no longer be insured at reasonably commercial rates and on reasonably commercial conditions the risk or contingency shall cease to be treated as an Insured Risk from the time that cover is withdrawn until cover again becomes available in the London Insurance Market.

1.4 In this Schedule 3 (*Insurance provisions*):

(a) references to the iCity Estate and the Premises include alterations, additions and improvements only if made by or at the expense of the Landlord or which the Landlord and the Tenant expressly agree to treat as landlords' fixtures and fittings following notification by the Tenant in accordance with paragraph 3.5, but does not include tenants' fixtures and fittings;

(b) references to the act or default of the Tenant include the act or default of any person deriving title under or through the Tenant or its or their respective employees, agents and visitors;

(c) references to **"vitiating by the Tenant"** include any event occurring by the act or default of the Tenant (to be interpreted as in paragraph 1.4(b)) as a result of which the insurance monies otherwise payable under the policy of insurance of the Landlord become wholly or partially irrecoverable, and **"vitiating"** and **"vitiating"** have corresponding meanings; and

(d) references to damage or destruction of the Premises and the iCity Estate include the essential means of access to and egress from the Premises in the ownership of the Landlord.

#### 2 **TENANT'S LIABILITY FOR INSURANCE PREMIUMS**

2.1 The Tenant is to pay to the Landlord on demand a fair and proper proportion of the insurance premiums incurred by the Landlord.

2.2 Insurance premiums are to include all monies expended, or required to be expended by the Landlord in effecting and maintaining cover against:

(a) Insured Risks;

- (b) loss of the rent and additional rent reserved by this Lease for at least three years;
- (c) such professional fees as may be incurred in connection with rebuilding or reinstatement of the iCity Estate;
- (d) the costs of demolition, shoring up, and site clearance works;
- (e) employers', third party and public liability risks; and
- (f) value added tax liability on such items,

and are to include (without limitation) tax charged on the premiums for these insurances.

- 2.3 The insurance cover may take into account cover for the effects of inflation and escalation of costs and fees, the Landlord's estimate of the market rent of the Premises in the context of the termination of this Lease.
- 2.4 The Tenant is to pay to the Landlord the fair and proper proportion of the professional fees for insurance valuations of replacement cost carried out at reasonable intervals.
- 2.5 The fair and proper proportion of the insurance premiums for which the Tenant is liable is to be such proportion of the premiums incurred with respect to the iCity Estate as may fairly be attributed to the Premises by the Landlord or the Landlord's surveyor and the apportionment may where appropriate attribute the whole of a premium, or an increase in premium, to the Tenant, and the decision of the Landlord or the Landlord's surveyor (acting fairly) in making apportionments (except in the case of manifest error) is to be conclusive.

### **3 TENANT'S OBLIGATIONS IN RELATION TO INSURANCE COVER**

- 3.1 The Tenant is not to do anything which may render void or voidable the insurance of the Landlord on the whole or a part of the iCity Estate or which may cause insurance premiums to be increased.
- 3.2 The Tenant is to adopt such precautions against the Insured Risks as the Landlord or its insurers may consider appropriate and comply with the requirements and recommendations of the Landlord's insurers in all other respects.
- 3.3 If the insurance of the Landlord is vitiated by the Tenant, the Tenant shall pay to the Landlord on demand a sum equal to the amount of the insurance monies which has in consequence become irrecoverable.
- 3.4 The Tenant may not insure the Premises for any of the Insured Risks in such a manner as would permit the insurer of the Landlord to average the proceeds of insurance or cancel insurance cover.
- 3.5 The Tenant is to notify the Landlord of the full reinstatement cost of any fixtures and fittings installed at the Premises at the cost of the Tenant which become landlord's fixtures and fittings.
- 3.6 The Tenant is to notify the Landlord immediately of the occurrence of damage to the Premises by any of the Insured Risks.



3.7 If the iCity Estate is damaged by Insured Risks, the Tenant is to pay to the Landlord on demand the fair and proper proportion of the amount of any uninsured excess to which the insurance cover of the Landlord is subject.

3.8 The obligations of the Tenant to repair, and to yield up in repair, the Premises, are to remain operative to the extent that the insurance of the Landlord in respect of Insured Risks is vitiated by the Tenant.

#### 4 **LANDLORD'S OBLIGATION TO INSURE AND REINSTATE**

4.1 The Landlord is to keep the iCity Estate insured with an insurer of repute against Insured Risks and other items referred to in paragraph 2.2 for the full cost of reinstatement, subject to such uninsured excess as the insurer may reasonably apply.

4.2 Following damage to or destruction of the iCity Estate by an Insured Risk, the Landlord is to diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes, and will make good any deficiency in the proceeds of the insurance out of its own resources.

4.3 The obligations of the Landlord in paragraph 4.2 do not apply:

- (a) if the Landlord is unable, after using its reasonable endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the iCity Estate or of a building of similar size, character and amenity;
- (b) if the Landlord's insurance is vitiated by the Tenant unless and until the Tenant has paid all sums due from it under paragraph 3.3; or
- (c) if this Lease is, or is to be, determined under paragraph 7.1.

4.4 Where the iCity Estate is substantially damaged or destroyed, the Tenant may not object to the reinstatement or rebuilding of the iCity Estate in a form which is not identical to the iCity Estate immediately before the damage or destruction occurred, if the iCity Estate as reinstated or rebuilt is of at least an equivalent or similar standard, and affords amenities which are not inferior to or deficient from those enjoyed by the Tenant before the damage or destruction.

#### 5 **LANDLORD'S OBLIGATIONS IN RELATION TO INSURANCE**

5.1 Where the Landlord's policy permits it to do so, the Landlord will procure that its insurers:

- (a) waive entitlement to rights of subrogation against, the Tenant, its sub-tenants and persons lawfully occupying the Premises through or under the Tenant and their respective employees, workmen, agents and visitors ("**its lawful occupiers**"); and
- (b) incorporate a non-invalidating provision in respect of the Tenant and its lawful occupiers on such terms as the insurer may stipulate.

5.2 The Landlord is to notify its insurers of the interest of the Tenant in the Premises and have it noted on the policies of insurance or by a general noting under the conditions of the policies.

- 5.3 The Landlord is on request (but not more than once each year) to provide the Tenant with a copy of its insurance policies (or other evidence of the conditions of insurance) on the iCity Estate, and (at the request of the Tenant) with a receipt for the payment of the last premium or other evidence of renewal and up-to-date details of the amount of cover.
- 5.4 The Landlord is to promptly notify the Tenant of any changes in its insurance cover or of the terms on which cover has been effected.

## 6 **SUSPENSION OF RENT**

- 6.1 Paragraph 6.2 applies if the iCity Estate is at any time during the Term so damaged by an Insured Risk as to render the Premises or any part of them unfit for occupation, use or enjoyment, except in the circumstances and to the extent that insurance cover is vitiated by the Tenant.
- 6.2 The rent and additional rent reserved by this Lease, or a fair proportion of them according to the nature and extent of the damage sustained, is to be suspended and cease to be payable until the Premises (excluding fitting-out works and replacement of contents) have been reinstated and made fit for occupation, use and enjoyment, or, if earlier, until the expiry of three years from the occurrence of the damage.
- 6.3 A dispute as to the amount of the abatement of the rent or the duration of the period of abatement is to be submitted to a single arbitrator, by whose decision the parties are to be bound, who is to be appointed by the parties jointly or, if they do not agree on the appointment, by the president for the time being of the Royal Institution of Chartered Surveyors (at the request of either party) and the arbitration is to be conducted under the Arbitration Act 1996.
- 6.4 The Premises are not to be treated as incapable of occupation and use by reason only that tenants' fixtures and fittings have not been reinstated and replaced.

## 7 **OPTIONS TO DETERMINE - INSURED RISKS**

- 7.1 If the iCity Estate (including the Building) or a substantial part of it (whether or not directly affecting the Premises) is destroyed or damaged by an Insured Risk so as to make continued use of the Premises impracticable, the Landlord may terminate this Lease by giving to the Tenant notice to that effect at any time within 12 months after the damage has occurred.
- 7.2 If for any reason beyond the control of the Landlord it proves impracticable to commence rebuilding or reinstatement of the iCity Estate within two years of the damage by an Insured Risk, the Landlord may terminate this Lease by giving to the Tenant notice to that effect.
- 7.3 If the rebuilding or reinstatement of the iCity Estate has not been commenced two years and six months after the occurrence of the damage by an Insured Risk, the Tenant may give not less than six months' notice to the Landlord to terminate this Lease, and if the rebuilding or reinstatement work has not commenced in earnest within six months of the giving of the notice, this Lease is to terminate at the expiry of the notice.
- 7.4 On the expiry of a notice of termination given under this paragraph 7 (*Options to determine - Insured Risks*), this Lease will terminate unless provided otherwise, but without affecting any liability arising from a breach of covenant or condition which has occurred before then.

## 8 RETENTION OF INSURANCE PROCEEDS

On the termination of this Lease under paragraph 7 (*Options to determine – Insured Risks*), or if this Lease is terminated by the operation of the doctrine of frustration, the Landlord is to be entitled to retain the proceeds of insurance for its exclusive benefit.

## 9 UNINSURED RISKS

9.1 In this paragraph 9 (*Uninsured risks*), an “**Uninsured Risk**” means:

- (a) any risk, or some aspect of any risk, which would be covered by the risks itemised in the definition of “Insured Risks” but which:
  - (i) is excluded from being so by reason of withdrawal of cover by the insurer and which is not otherwise available to be insured on the London Insurance Market;
  - (ii) is withdrawn from cover by the Landlord on the grounds that cover cannot be placed on the London Insurance Market at reasonably commercial rates and on reasonably commercial conditions; but
- (b) an Insured Risk does not become an Uninsured Risk for the purposes of this paragraph 9.1 by reason only of:
  - (i) being excluded, or partially excluded, from cover due to standard exclusion provisions on the policy;
  - (ii) standard exclusion provisions in relation to a level of excess on the policy;
  - (iii) rejection by the insurer of liability, or some part of it, due to vitiation by the Tenant; or
  - (iv) infringement by the Landlord of policy conditions for the maintenance of cover.

9.2 If the iCity Estate (including the Building) or a substantial part of it are wholly or substantially damaged or destroyed by an Uninsured Risk so as to make continued use of the Premises impracticable:

- (a) the terms of paragraph 6 (*Suspension of rent*) shall apply as if the risk in question had been an Insured Risk;
- (b) the Landlord will not be under any obligation to repair, decorate, rebuild or reinstate the iCity Estate or to contribute towards the costs of doing so except in accordance with the terms of this Schedule 3 (*Insurance provisions*) paragraph 9 (*Uninsured risks*);
- (c) this Lease will end on the date one year after the date of the damage to or destruction of the iCity Estate unless, during that year the Landlord serves a notice on the Tenant in which the Landlord elects to reinstate or rebuild the Premises.

9.3 If the Landlord elects to reinstate or rebuild the iCity Estate, it will do so at its own cost and expense and the Landlord will use reasonable endeavours to obtain any

consents required to reinstate any damage to or destruction of the Premises. Subject to those consents being obtained and remaining unrevoked, the Landlord will reinstate damage to or destruction of the iCity Estate as soon as reasonably practicable after the date of the damage or destruction and the terms of this Schedule 3 (*Insurance provisions*) paragraph 4.3(a), paragraph 4.3(c) and paragraph 4.4 shall apply.

- 9.4 If for any reason beyond the control of the Landlord it proves impracticable to commence rebuilding or reinstatement of the iCity Estate within two years of the damage by an Uninsured Risk, the Landlord may terminate this Lease by giving to the Tenant notice to that effect.
- 9.5 If the rebuilding or reinstatement of the iCity Estate has not been commenced two years and six months after the occurrence of the damage by an Uninsured Risk, the Tenant may give not less than six months' notice to the Landlord to terminate this Lease, and if the rebuilding or reinstatement work has not commenced in earnest within six months of the giving of the notice, this Lease is to terminate at the expiry of the notice.
- 9.6 On the expiry of a notice of termination given under this paragraph 9, this Lease will terminate unless provided otherwise, but without affecting any liability arising from a breach of covenant or condition which has occurred

**Schedule 4**  
**Service charge provisions**

**Part 1**  
**Obligations of the parties**

**1 TENANT'S LIABILITY TO PAY SERVICE CHARGE**

The Tenant is to pay to the Landlord the due proportion (as defined below) of the total cost ("**service charge**") to the Landlord in any service charge period beginning or ending during the Term of providing the services specified in this Schedule 4, Part 2 (*Essential services and heads of charge*) and this Schedule 4, Part 3 (*Discretionary services and heads of charge*) and defraying the costs and expenses relating and incidental to such services.

**2 DEFINITION OF "DUE PROPORTION"**

2.1 In this Schedule 4 (*Service charge provisions*) the expression "**due proportion**" means, in relation to the service charge, the fair and proper proportion which is attributable to the Premises.

2.2 The due proportion is to be calculated primarily on a comparison for the time being of the gross internal area (as defined in the Measuring Code) of the Premises with the aggregate gross internal area of the Building. For the avoidance of doubt, the parties agree that the Landlord may weight the due proportion for the Tenant and/or other tenants of the Buildings, where appropriate.

2.3 The fair and proper proportion of the service charge for which the Tenant is liable is to be such proportion of the costs incurred with respect to the iCity Estate as may fairly be attributed to the Premises by the Landlord or the Landlord's surveyor and the apportionment may where appropriate attribute the whole of the costs, or an increase in costs, to the Tenant, and the decision of the Landlord or the Landlord's surveyor (acting fairly) in making apportionments (except in the case of manifest error) is to be conclusive.

**3 ADVANCE PAYMENTS ON PRELIMINARY BASIS**

3.1 The due proportion of the service charge is to be discharged by means of advance payments to be made on the rent payment dates under this Lease and by such additional payments as may be required under this Schedule 4, Part 1 (*Obligations of the parties*) paragraph 4 (*Service charge accounts and adjustments*) and paragraph 5 (*Unbudgeted expenditure*).

3.2 The amount of each advance payment is to be the sum the Landlord may reasonably and properly determine as equal in aggregate to the due proportion of the service charge for the relevant service charge period.

3.3 The Landlord is to use all reasonable endeavours at least one month before the relevant service charge period both to provide the Tenant with an estimate of likely service charge expenditure and appropriate explanatory commentary, and to notify the Tenant of the advance payment determination in accordance with paragraph 3.2.

3.4 Until the Landlord gives notification of the advance payment determination for the relevant service charge period, the Tenant is to pay on account of each advance payment a sum equal to the amount of the last estimated quarterly advance payment in the previous service charge period and following the expiry of one

month from the date notification of the advance payment determination is made, is to pay the balance (if any) of the amount of the relevant advance payment for the current service charge period.

- 3.5 For the purposes of this Schedule 4 (*Service charge provisions*) "**service charge period**" means the period of 12 months from 31 March to 30 March in each year (or such other period as the Landlord may from time to time determine).
- 3.6 The service charge is to be treated as accruing on a day-to-day basis in order to ascertain yearly rates and for the purposes of apportionment in relation to periods other than one year.
- 3.7 The Landlord will run the Service Charge substantially in accordance with the RICS Code of Practice and Service Charges in Commercial Leases (Second Edition) provided that in appropriate circumstances the Landlord may derogate from the same.

#### 4 **SERVICE CHARGE ACCOUNTS AND ADJUSTMENTS**

- 4.1 The Landlord is, as soon as may be practicable and in any event within four months after the end of each service charge period, to submit to the Tenant a statement duly certified by the Landlord's accountant or surveyor giving a proper summary of the service charge for the service charge period just ended.
- 4.2 If the due proportion of the service charge as certified is more or less than the total of the advance payments (or the grossed-up equivalent of such payments if made for any period of less than the service charge period), then any sum due to, or payable by, the Landlord by way of adjustment shall promptly be paid or allowed, as the case may be.
- 4.3 The provisions of this paragraph 4 (*Service charge accounts and adjustments*) are to continue to apply, notwithstanding the termination of this Lease, in respect of any service charge period then current.
- 4.4 Within four months after the submission by the Landlord of the statement referred to in paragraph 4.1, the Tenant may challenge that statement by giving to the Landlord notice to that effect, but only if it has first made payment of the undisputed amount of any service charge that the statement shows as due from the Tenant and, if so:
- (a) the Landlord is to deal promptly with proper enquiries in relation to it and the Landlord and the Tenant are to endeavour to resolve the relevant issue; but if they cannot do so;
  - (b) the issue in dispute shall be referred to the determination of an independent expert:
    - (i) to be appointed by the parties jointly, or if they cannot agree an appointment by the president (or other acting senior officer for the time being) of the Royal Institution of Chartered Surveyors on the request of either party;
    - (ii) who is to act as an expert and not as an arbitrator;
    - (iii) whose determination is to be final and binding on the parties except in the case of manifest error;

- (iv) whose fees and expenses (including the cost of his nomination) is to be borne as the expert determines (but in the absence of determination they are to be borne equally) and the Landlord and the Tenant are each to bear their own costs with respect to the determination, but either may pay the costs required to be borne by the other if they remain unpaid more than 21 days after becoming due and then recover these and any incidental expenses incurred from the party in default on demand; and
- (v) who, in the event of his refusing to act, becoming incapable of acting or dying, may be replaced by either party requiring the appointment of a replacement as provided in paragraph 4.4(b)(i);
- (c) such adjustments to the statement as may be required to be made in consequence of the determination of the expert are to be made and any sum due to or payable by the Landlord is promptly to be paid or allowed as the case may be; and
- (d) interest at the base rate of Barclays Bank PLC is to be paid or allowed in respect of the period during which the relevant amount has been underpaid or overpaid,

but, if not, the Tenant's right of challenge to that statement is to lapse.

4.5 The Tenant is entitled to:

- (a) inspect the service charge records and vouchers of the Landlord at such location as the Landlord may reasonably appoint for the purpose during normal working hours on weekdays; and
- (b) at the Tenant's expense take copies of them.

## 5 UNBUDGETED EXPENDITURE

5.1 If funds collected by way of advance payments of service charge prove insufficient to meet an immediate liability (and there is no reserve fund available, or which may be applied, to meet the liability, and the circumstances arose otherwise than as mentioned in paragraph 8.3), the Landlord is to be entitled:

- (a) to borrow monies for the purpose from reputable banks at commercially competitive rates of interest, and the interest payable on the borrowing is to be recoverable as an item of the service charge; or
- (b) (where the Landlord funds the liability itself) to apply a commercially competitive rate of interest to those funds and the interest so applied is to be recoverable as an item of the service charge.

## 6 ADVANCE PAYMENTS DEPOSIT ACCOUNT

6.1 This paragraph 6 (*Advance payments deposit account*) applies to that part of the monies ("**relevant monies**") paid by the Tenant and other tenants and occupiers of the iCity Estate by way of service charge which has not yet been disbursed in payment of the costs and expenses of providing services in and to the iCity Estate.

6.2 The Landlord will keep the relevant monies in a separate account until and to the extent that they may be required for disbursement in payment of the costs and expenses of providing services in and to the iCity Estate.

6.3 Interest earned upon such account (less any tax payable) is to be credited to the account at regular rests in each year.

6.4 Until actual disbursement, the relevant monies are to be held by the Landlord for the benefit of the owners and occupiers of the iCity Estate as a class.

## 7 **LANDLORD'S PROTECTION PROVISIONS**

The Tenant is not entitled to object to the service charge (or any item comprised in it) or otherwise on any of the following grounds:

- (a) the inclusion in a subsequent service charge period of any item of expenditure or liability omitted from the service charge for any preceding service charge period;
- (b) an item of service charge included at a proper cost might have been provided or performed at a lower cost;
- (c) disagreement with any estimate of future expenditure for which the Landlord requires to make provision (so long as the Landlord has acted reasonably and in good faith and in the absence of manifest error);
- (d) the manner in which the Landlord exercises its discretion in providing services (so long as the Landlord acts in good faith and in accordance with the principles of good estate management);
- (e) the employment of managing agents to carry out and provide services under this Schedule 4, Part 1 (*Obligations of the parties*) on the Landlord's behalf;
- (f) the Premises have been assigned during the relevant service charge period; and
- (g) the entitlement of the Landlord to assume that the benefit of a service provided by the Landlord will be enjoyed substantially at a time after the expiry of this Lease if the service is provided by the Landlord in good faith and it is generally of benefit to the tenants of the Landlord in the iCity Estate as a class.

## 8 **TENANT'S PROTECTION PROVISIONS**

8.1 The following liabilities and expenses are to be excluded from the items comprising the service charge:

- (a) initial costs (including leasing of initial equipment) incurred in relation to the original design and construction of the iCity Estate and in relation to the plant and equipment serving or used in the iCity Estate;
- (b) costs attributable to the initial establishment of services to the iCity Estate that are reasonably to be considered part of the original development cost of the iCity Estate;
- (c) costs incurred in relation to the redevelopment of the iCity Estate;
- (d) costs incurred in relation to the marketing of empty lettable space in the iCity Estate;



- (e) costs of collecting rents and additional rents and of reviewing rents payable by tenants or occupiers of the iCity Estate;
- (f) costs of administering applications for consent to assign, sub-let or alter by tenants or occupiers of the iCity Estate;
- (g) any liability or expense for which the Tenant or other tenants or occupiers of the iCity Estate may individually be responsible under the terms of its/their tenancy (or other arrangement by which they use or occupy the iCity Estate); and
- (h) any costs properly recoverable under any construction warranties but only to the extent such costs are recovered under the warranties.

8.2 The costs of replacement and renewal may only be included as items comprising the service charge if:

- (a) the relevant items are beyond, or are shortly to become beyond, economic repair;
- (b) the relevant items are beyond, or are shortly to become beyond, efficient or economic operation, or are coming to the end of their projected useful life; or
- (c) replacement or renewal can be effected at a relatively low cost compared with the much greater cost that would probably be occasioned by material postponement.

8.3 The due proportion of the service charge may not be increased or altered by reason only that, at any relevant time, any part of the iCity Estate may be vacant or be occupied by the Landlord, or that any tenant or other occupier of another part of the iCity Estate may default in payment, or not be bound to pay, the full amount of its due proportion of the service charge.

8.4 If the Landlord recovers monies, in exercise of its duties referred to in this Schedule 4, Part 2 (*Essential services and heads of charge*) paragraph 2 (*Soft services*) representing expenditure which has been or which would otherwise fall to be included in the service charge, the Landlord will set off or credit such monies against the service charge accordingly.

8.5 Where the Landlord recovers interest for late payment in enforcement of the obligation of any tenant or other occupier of any part of the iCity Estate to pay the full amount of its due proportion of the service charge, the Landlord is to set off or credit the interest (or a due proportion) (less any tax paid) against the service charge unless and to the extent that the Landlord has funded the liability itself.

## 9 **MANAGEMENT CHARGES**

The Landlord is entitled to include in the service charge:

- (a) a reasonable fee for the provision of services where the services are not carried out by managing agents or others;
- (b) the reasonable cost of employing managing agents for the carrying out and provision of services under this Schedule 4 (*Service charge provisions*); and

- (c) the reasonable cost of the accountants or auditors for auditing the service charge or providing other services in connection with the service charge.

## 10 THE LANDLORD'S OBLIGATION TO PROVIDE SERVICES

- 10.1 Subject to the payment of the due proportion of the service charge by the Tenant in the manner required and at the times required under this Lease and to the following provisions of this Schedule 4, Part 1 (*Obligations of the parties*) paragraph 10 (*The Landlord's obligation to provide services*), the Landlord is to provide the services specified in this Schedule 4, Part 2 (*Essential services and heads of charge*) and may provide the services specified in this Schedule 4, Part 3 (*Discretionary services and heads of charge*).
- 10.2 The Landlord is not to be liable to the Tenant for failure to provide any services in this Schedule 4, Part 2 (*Essential services and heads of charge*) to the extent that:
- (a) the Landlord is prevented from doing so by Insured Risks and other perils, accidents, strikes, lock-outs of workmen or other cause beyond the Landlord's control; or
- (b) any such services do not directly relate to, or impact upon, the Tenant's use and occupation of the Premises.
- 10.3 The Landlord is not to be under any obligation to the Tenant to provide or continue the provision of the services specified in this Schedule 4, Part 3 (*Discretionary services and heads of charge*) and may in its absolute discretion vary, extend, alter or add to such services if the Landlord considers that by so doing the amenities in the iCity Estate may be improved and/or the management of the iCity Estate may be more efficiently conducted.

### Part 2 Essential services and heads of charge

#### 1 UTILITIES

- 1.1 The payment of any Outgoings in respect of the Building Common Parts and iCity Common Parts.
- 1.2 The costs incurred or provided by or on behalf of the Landlord in connection with the Utilities used in the Building Common Parts or iCity Common Parts and in providing the services specified in this Schedule 4 (*Service charge provisions*) and that part of the Landlord's Energy Management Costs which the Landlord reasonably attributes to the Building Common Parts and iCity Common Parts.

#### 2 SOFT SERVICES

- 2.1 The provision, during normal business hours, of such heating as may be appropriate in the prevailing climatic conditions, air conditioning and ventilation in the Building, Common Parts and iCity Common Parts.
- 2.2 The cleaning, lighting and maintenance of the Building Common Parts and iCity Common Parts.
- 2.3 The furnishing, carpeting and equipping and ornamentation of the Building Common Parts.

- 2.4 The cleaning and emptying of drains serving the iCity Estate and other Conducting Media.
- 2.5 The cleaning of the outside of all windows in the Building.
- 2.6 Making representations which the Landlord in its discretion reasonably considers should be made against, or otherwise contesting, the incidence of the provisions of any legislation, order, regulation, notice or statutory requirement relating to or affecting the whole or any part of the iCity Estate.
- 2.7 The proper costs of pursuing and enforcing any claim, and taking or defending any proceedings which the Landlord may in its discretion make, take or defend:
- (a) against contractors, consultants, architects, consulting engineers and surveyors and any other professionals employed or engaged in connection with the construction and/or refurbishment and/or repair of the Building and/or the Premises or any other third party, for the remedy of a defect, repairs in or to the iCity Estate or otherwise for which they or any of them may be liable; and
  - (b) for the purpose of establishing, preserving or defending any rights, amenities or facilities used or enjoyed by the tenants and occupiers of the iCity Estate or any part of it or to which they may be entitled.

### 3 **HARD SERVICES**

- 3.1 The repair, maintenance, renewal and replacement of all plant and equipment used by or forming part of the Building Common Parts.
- 3.2 The provision, maintenance, repair, inspection, renewal and replacement of furniture, decorations, signs and other informative notices in the Building Common Parts and iCity Common Parts.
- 3.3 The operation of lifts in the Building.
- 3.4 The repair, decoration, maintenance, renewal, replacement, rebuilding, cleaning and upkeep of the Building and the iCity Estate.
- 3.5 Compliance with all statutes, bylaws, regulations and the requirements of all competent authorities and of the insurers in relation to the use and enjoyment of the Building and the iCity Estate.
- 3.6 The operation, maintenance, repair and replacement of:
- (a) fire alarms, sprinkler systems and ancillary apparatus, fire prevention and fire-fighting equipment and apparatus and fire telephone systems in the Building or iCity Estate (if any);
  - (b) security alarms apparatus and systems in the iCity Estate;
  - (c) a public address system; and
  - (d) electronic equipment (including computers) and closed-circuit television cameras serving the iCity Estate and/or car park.

**4 INSURANCES**

- 4.1 Insurance of the Landlord against employers' liability risks in respect of the iCity Estate.
- 4.2 Any other insurances the Landlord may reasonably effect in respect of or incidental to the iCity Estate, its operation and management.

**Part 3  
Discretionary services and heads of charge**

**1 MANAGEMENT**

- 1.1 The provision and operation of management premises equipped with computer and other monitoring equipment.
- 1.2 Outgoings in respect of the management premises.
- 1.3 The operating costs of the management premises.

**2 SOFT SERVICES**

- 2.1 Employment of and outgoings relating to staff for the maintenance and upkeep of, and the provision of services in, the iCity Estate.
- 2.2 The provision of security arrangements for the safety of occupiers and users of the iCity Estate and their property kept in the iCity Estate.
- 2.3 Refuse Disposal.
- 2.4 The provision, maintenance, operation and replacement of any signs, loudspeakers, public address or music broadcast systems, closed circuit television entry phone, internal telephones and audio and visual display technology monitors and other information systems in the Building Common Parts and/or iCity Common Parts.
- 2.5 The expenditure properly incurred with respect to the promotion of the iCity Estate including (but not limited to) employing public relations, consultants, advertising in the press or television and on the radio and on and off site public relations campaigns.
- 2.6 The provision of entertainments, attractions, Christmas and other seasonable led decorations and events on the iCity Estate.

**3 HARD SERVICES**

- 3.1 Landscaping, planting and replanting and the maintenance and upkeep of the iCity Common Parts and of garden or grassed areas.
- 3.2 The provision, operation and maintenance of any public address system and electronic equipment (including computers) closed-circuit television cameras serving the car park.

**4 OTHER**

The provision of any other services as the Landlord from time to time agrees or (acting in accordance with principles of good estate management) elects to provide.

**Schedule 5**  
**Guarantee provisions**

**Part 1**  
**Form of guarantee on assignment**

**1 GUARANTEE**

- 1.1 The guarantor covenants with the Landlord as primary obligor that the Tenant will pay the rents reserved by, and perform and observe the Tenant's covenants in, this Lease, and the guarantor will pay and make good to the Landlord on demand any losses, damages, costs, and expenses suffered or incurred by the Landlord if the Tenant fails to do so.
- 1.2 The covenant in this Schedule 5, Part 1 (*Form of guarantee on assignment*) paragraph 1.1 remains in force for so long as, and to the extent that, the Tenant is not released by operation of law (otherwise than by disclaimer) from liability for the tenant covenants in this Lease.
- 1.3 The guarantor also covenants with the Landlord as primary obligor that the Tenant will observe and perform its obligations under any authorised guarantee agreement to be entered into by the Tenant under the terms of this Lease, and will pay and make good to the Landlord on demand any losses, damages, costs and expenses suffered or incurred by the Landlord if the Tenant fails to do so.
- 1.4 For the purposes of these provisions, references to the "Tenant" are to the assignee of this Lease in relation to whom the guarantee to the Landlord is given, and none other.

**2 NO WAIVER OR RELEASE OF LIABILITY**

The liability of the guarantor under these provisions will not be affected by:

- (a) forbearance, the granting of time or other indulgence of the Landlord;
- (b) a variation of this Lease, whether or not made with the consent of the guarantor, (but subject to section 18 of the Landlord and Tenant (Covenants) Act 1995);
- (c) any act which is beyond the powers of the Tenant;
- (d) any invalidity or irregularity of any of the rights against the Tenant or any unenforceability of any of them against the Tenant;
- (e) the Tenant being dissolved or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
- (f) without prejudice to paragraph 3 (*guarantor to accept new lease upon re-entry and disclaimer*), the disclaimer of the Tenant's liability under this Lease or the termination of this Lease by re-entry;
- (g) the surrender of part of the Premises, in which event the liability of the guarantor under this guarantee will continue in respect of that part of the Premises not surrendered (after making any necessary apportionment under section 140 of the Law of Property Act 1925);

- (h) the existence of or dealing with, exercising, varying, exchanging or failing to perfect or enforce any rights against the Tenant or of any other rights or security which the Landlord may have or acquire against the Tenant or any other person who is liable in respect of its obligations under the Lease; and/or
- (i) any other act or omission save written release by deed of the guarantor by the Landlord.

### **3 GUARANTOR TO ACCEPT NEW LEASE UPON RE-ENTRY AND DISCLAIMER**

3.1 If this Lease is terminated by re-entry by the Landlord or by disclaimer, the guarantor will (on notice given by the Landlord within three months after the date of termination) take from the Landlord a lease of the Premises.

3.2 The lease to be granted to the guarantor under paragraph 3.1 is to be on the following terms:

- (a) the term is to commence on the date of termination of this Lease and to be equal to the residue of the Term which would have remained unexpired at that date if this Lease had not then been terminated;
- (b) the yearly rent is to be the same as would have been payable under this Lease if it had not been terminated and, if a rent review operative from a review date before the grant of the lease had not been completed, the guarantor will complete the rent review with the Landlord as if it had been the Tenant under this Lease in order to establish the commencing yearly rent under the lease;
- (c) the lease is otherwise to be on the same terms and conditions as would have applied under this Lease if it had not been terminated; and
- (d) the guarantor is to succeed to the rights, and assume the liability, of the Tenant under this Lease as if this Lease had not been terminated.

### **4 SUBORDINATION OF RIGHTS OF THE GUARANTOR**

4.1 The provisions of paragraph 4.2 are to apply unless the Landlord has no subsisting claim against the Tenant for non-payment of rent or for breach of obligation under this Lease.

4.2 The guarantor may not:

- (a) seek to recover from the Tenant, or any third party whether directly or by way of set-off, lien, counterclaim or otherwise or accept any money or other property or security, or exercise any rights in respect of any sum which may be or become due to the guarantor on account of the failure by the Tenant to observe and perform the tenant covenants in this Lease;
- (b) (in competition with the Landlord) claim, prove or accept any payment in a winding-up, liquidation, bankruptcy, composition with creditors or other form of arrangement on the insolvency of the Tenant, for money owing to the guarantor by the Tenant; nor
- (c) exercise any right or remedy in respect of any amount paid by the guarantor under this Lease or any liability incurred by the guarantor in

observing, performing or discharging the obligations and covenants of the Tenant.

- 4.3 The guarantor warrants that it has not taken, and undertakes with the Landlord that it will not without the consent of the Landlord take, any security from the Tenant in respect of this guarantee and, if security is nevertheless taken, it is to be held on trust for the Landlord as security for the respective liabilities of the guarantor and the Tenant.

## Part 2

### Form of authorised guarantee agreement

#### 1 GUARANTEE

- 1.1 The guarantor covenants with the Landlord as primary obligor that the Tenant will pay the rents reserved by, and perform and observe the Tenant's covenants in, this Lease, and the guarantor will pay and make good to the Landlord on demand any losses, damages, costs, and expenses suffered or incurred by the Landlord if the Tenant fails to do so.
- 1.2 The covenant in this Schedule 5, Part 2 (*Form of authorised guarantee agreement*) paragraph 1.1 remains in force for so long as, and to the extent that, the Tenant is not released by operation of law (otherwise than by disclaimer) from liability for the tenant covenants in this Lease.
- 1.3 For the purposes of these provisions, references to the "Tenant" are to the assignee of this Lease in relation to whom the guarantee to the Landlord is given, and none other.

#### 2 NO WAIVER OR RELEASE OF LIABILITY

The liability of the guarantor will not be affected by:

- (a) forbearance, the granting of time or other indulgence of the Landlord;
- (b) a variation of this Lease, whether or not made with the consent of the guarantor, (but subject to section 18 of the Landlord and Tenant (Covenants) Act 1995);
- (c) any act which is beyond the powers of the Tenant;
- (d) any invalidity or irregularity of any of the rights against the Tenant or any unenforceability of any of them against the Tenant;
- (e) the Tenant being dissolved or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
- (f) without prejudice to paragraph 3 (*guarantor to accept new lease upon disclaimer*), the disclaimer of the Tenant's liability under this Lease or the termination of this Lease by re-entry;
- (g) the surrender of part of the Premises, in which event the liability of the guarantor under this guarantee will continue in respect of that part of the Premises not surrendered (after making any necessary apportionment under section 140 of the Law of Property Act 1925);

- (h) the existence of or dealing with, exercising, varying, exchanging or failing to perfect or enforce any rights against the Tenant or of any other rights or security which the Landlord may have or acquire against the Tenant or any other person who is liable in respect of its obligations under the Lease; and/or
- (i) any other act or omission save written release by deed of the guarantor by the Landlord.

### **3 GUARANTOR TO ACCEPT NEW LEASE UPON DISCLAIMER**

3.1 If this Lease is terminated by disclaimer, the guarantor will (on notice given by the Landlord within three months after the date of termination) take from the Landlord a lease of the Premises.

3.2 The lease to be granted to the guarantor under paragraph 3.1 is to be on the following terms:

- (a) the term is to commence on the date of termination of this Lease and to be equal to the residue of the Term which would have remained unexpired at that date if this Lease had not then been terminated;
- (b) the yearly rent is to be the same as would have been payable under this Lease if it had not been terminated and, if a rent review operative from a review date before the grant of the lease had not been completed, the guarantor will complete the rent review with the Landlord as if it had been the Tenant under this Lease in order to establish the commencing yearly rent under the lease;
- (c) the lease is otherwise to be on the same terms and conditions as would have applied under this Lease if it had not been terminated; and
- (d) the guarantor is to succeed to the rights, and assume the liability, of the Tenant under this Lease as if this Lease had not been terminated.

### **4 SUBORDINATION OF RIGHTS OF THE GUARANTOR**

4.1 The provisions of paragraph 4.2 are to apply unless the Landlord has no subsisting claim against the Tenant for non-payment of rent or for breach of obligation under this Lease.

4.2 The guarantor may not:

- (a) seek to recover from the Tenant, or any third party whether directly or by way of set-off, lien, counterclaim or otherwise or accept any money or other property or security, or exercise any rights in respect of any sum which may be or become due to the guarantor on account of the failure by the Tenant to observe and perform the tenant covenants in this Lease;
- (b) (in competition with the Landlord) claim, prove or accept any payment in a winding-up, liquidation, bankruptcy, composition with creditors or other form of arrangement on the insolvency of the Tenant, for money owing to the guarantor by the Tenant; nor
- (c) exercise any right or remedy in respect of any amount paid by the guarantor under this Lease or any liability incurred by the guarantor in



observing, performing or discharging the obligations and covenants of the Tenant.

- 4.3 The guarantor warrants that it has not taken, and undertakes with the Landlord that it will not without the consent of the Landlord take, any security from the Tenant in respect of this guarantee and, if security is nevertheless taken, it is to be held on trust for the Landlord as security for the respective liabilities of the guarantor and the Tenant.

## Schedule 6 Branding

### 1 DEFINITIONS

1.1 In this Schedule the following terms and expressions shall have the meanings set opposite them:

**"Act"** means the Olympic Symbol etc (Protection) Act 1995, as amended.

**"Ambush Marketing"** means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Olympic Games, the BOA or Team GB.

**"BOA"** means the British Olympic Association.

**"Brand Manual"** means the written guidelines prescribing the permitted form and manner in which the Park Name may be used as may be amended by the Landlord in writing to the Tenant from time to time, the current form of which has been provided to the Tenant prior to the date of this Lease.

**"IOC"** means the International Olympic Committee.

**"LOCOG"** means The London Organising Committee of the Olympic Games and Paralympic Games Limited.

**"London 2012 Games"** means the Games of the XXX Olympiad held principally in and around London.

**"Olympic IP"** means all rights of the BOA and the IOC in relation to the Olympic Word and all other designations, words and logos relating to the Olympic Movement, including anything which is a 'controlled representation' or a 'protected word' for the purposes of the Act.

**"Olympic Movement"** includes the IOC, the BOA, other National Olympic Committees, LOCOG and any other organising committee of the Olympic Games, any Olympic team and any other person or entity who is recognised by or required to comply with the Olympic Charter (as published by the IOC from time to time).

**"Olympic Word"** means the word "Olympic".

**"Park Name"** means The Queen Elizabeth Olympic Park.

**"Protected Marks"** means any trade mark, trade names, logos or other intellectual property of the BOA and/or the IOC, including marks and designs relating to the London 2012 Games, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended replaced or substituted in the future) or by any other relevant legislation enacted (whether as now in force or as enacted amended replaced or substituted in the future) in relation to the London 2012 Games.

**"Rights Owners"** means the BOA, the IOC, any other owner of the Protected Marks, Her Majesty Queen Elizabeth II and the Royal Household.

**"Territory"** means the United Kingdom of Great Britain and Northern Ireland.

## 2 PERMISSION

2.1 This Schedule defines the manner and circumstances in which the Tenant is entitled to make use of the Park Name and the Tenant shall make no use of the Park Name, other than as specifically set out in this Schedule, without the prior written agreement of the Landlord and the Superior Landlord.

2.2 With effect from 1 January 2013, the Tenant is permitted to use the Park Name on a non-exclusive and non-transferable basis in connection with the Premises for the purposes of identifying the location of the Premises (i.e. as being located in the LLDC Estate), subject to the terms and conditions of this Lease. The rights granted under this Schedule shall continue for so long as the Landlord is entitled to permit the Tenant to use the Park Name upon the terms set out in this Schedule. If the Landlord shall cease to be so entitled, it shall notify the Tenant immediately in writing, explaining the basis on which it has ceased to be so entitled, whereupon all rights and licences granted pursuant to this Schedule shall cease. The Landlord warrants to the Tenant that the Landlord is entitled to, as at the date of this Lease, to grant to the Tenant the rights granted hereunder.

2.3 The Tenant shall not be permitted to:

- (a) use the Olympic Word other than as part of the Park Name;
- (b) use the Park Name in stylised or logo form, or giving any particular word or words therein prominence over any other word or words therein;
- (c) use the Park Name (or any part of it) as part of any trade name, corporate title or name, or domain name;
- (d) produce, market and sell (either itself or through authorised distributors and partners) merchandise to which the Park Name (or any part of it) is applied;
- (e) other than using the Park Name in accordance with the terms of this Schedule, use in its business any trade mark which is confusingly similar to the Park Name or Olympic Word or seek to incorporate any other Olympic IP into any name or logo; or
- (f) sub-license all or any of the rights granted to it under this Schedule to any third party provided that the Tenant shall be permitted to sub-license all or any of the rights granted to it under this Schedule to any undertenant or other lawful occupier of the Premises from time to time on terms that are wholly consistent with the provisions of this Schedule,

without the prior written agreement of the Landlord and the Superior Landlord.

2.4 The Tenant shall furthermore comply strictly with the terms of the Brand Manual regarding its use of the Park Name. The Tenant is not permitted to use the Park Name other than as part of the "Located in" mark set out in section 5.0 of the current Brand Manual and such use must be in accordance with the terms specified in section 5.0 and 7.2 of the current Brand Manual and all other terms of this Lease".

2.5 It is a condition of this Lease that the Tenant shall, when referring to the Park, do so at all times by the Park Name in full.

2.6 The Tenant acknowledges that the Landlord's rights in relation to the Park Name are limited to the Territory and that use of the Park Name outside the Territory may be regulated by laws of other countries and the rights of third parties. While the Landlord agrees to use its good offices to assist the Tenant in obtaining any licences and permissions required to use the Park Name outside the Territory, the responsibility for obtaining any such licences and permissions (and for paying any associated costs and fees) shall be the Tenant's.

### 3 **ADVERTISING MATERIALS AND GOODWILL**

3.1 The Tenant undertakes to ensure that the written materials it uses to advertise, market and promote the Premises and which make use of the Park Name ("Advertising Materials") shall in no way reduce or diminish the reputation, image and prestige of the Olympic Word or any Rights Owner or of products sold under or by reference to the Olympic Word.

3.2 The Tenant shall ensure that all Advertising Materials meet the requirements of the Brand Manual and no approval is required where the Advertising Materials meet the Brand Manual. Where proposed Advertising Materials do not comply with the Brand Manual, the Tenant must obtain the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) before any such Advertising Materials are used or distributed in any medium.

3.3 The Tenant acknowledges that the BOA is the proprietor (or rights owner) of the Olympic Word in the Territory by virtue inter alia of the 'Olympic association right' under the Act and shall not dispute or challenge any rights to the Olympic Word.

3.4 The Tenant shall ensure that all of its Advertising Materials and all other materials it intends to use which carry the Park Name be branded with such specific wording or statement as is set out in the Brand Manual or that is reasonably requested by the Landlord and the Superior Landlord in writing from time to time.

3.5 The Tenant shall not apply for, or obtain, registration of any trade or service mark or domain name in any country which consists of, or comprises, or is confusingly similar to, the Park Name (or any part of it).

3.6 Any goodwill derived from the use by the Tenant of the Park Name shall, as between the parties, accrue to the Landlord. The Landlord may, at any time and at its cost, call for a confirmatory assignment of that goodwill on reasonable terms and the Tenant shall execute it. Nothing in this paragraph 3.6 shall give the Landlord any right or interest in any goodwill deriving from or otherwise relating to the business of the Tenant or any sub-tenants or occupiers of the Premises.

3.7 The Tenant shall not, nor directly or indirectly assist any other person to:

- (a) use the Park Name except as authorised by this Lease; and
- (b) do anything to diminish the rights of the Landlord or any Rights Owner in the Park Name.

3.8 The Tenant agrees not to undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of any kind (including an association in the minds of members of the public) between:

- (a) the Olympic Movement or any Rights Owner more generally; and
- (b) its goods, services or its businesses generally, without the authorisation of the Landlord and the relevant Rights Owner.

3.9 The Tenant acknowledges and agrees that the exercise of any right granted to it under this Schedule is subject to all applicable laws, enactments, regulations and other similar instruments in the world, and the Tenant understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance by itself and third parties with whom it has a contractual relationship.

3.10 The Tenant shall not do, or omit to do, or permit to be done, any act which will or is likely to weaken, damage or be detrimental to the Park Name or the reputation or goodwill associated with the Olympic Movement or any Rights Owner.

3.11 The Tenant shall promptly provide the Landlord with copies of all communications it receives from any regulatory, industry or other authority relating to the Park Name.

#### 4 **BRAND PROTECTION**

4.1 The Tenant shall promptly notify the Landlord in writing giving particulars of the following matters coming to its attention:

- (a) any actual, suspected or threatened infringement by a third party of the Olympic Word;
- (b) any use of the Park Name by any third party which has not been authorised by the Landlord; or
- (c) any other form of attack, charge or claim to which the intellectual property rights in the Olympic Word may be subject.

4.2 In respect of any of the matters listed in Paragraph 4.1 above:

- (a) the Landlord shall, in its absolute discretion, decide what action if any to take;
- (b) the Landlord or its licensors shall have exclusive control over, and conduct of, all claims and proceedings; and
- (c) the Tenant shall not make any admissions other than to the Landlord and shall provide the Landlord with all assistance, at the Landlord's cost, that the Landlord may reasonably require in the conduct of any claims or proceedings.

#### 5 **NO MARKETING OBLIGATIONS**

5.1 The Tenant agrees it shall not:

- (a) save to the extent permitted in this Schedule, use any trade marks, trade names, logos or other intellectual property of the BOA or the IOC (including the London 2012 logos) (including the Protected Marks) or to use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks;

- (b) represent, directly or indirectly, that it or its products or services ("Goods or Services") are in any way associated with the London 2012 Games or any Rights Owner or that any Goods or Services provided have been endorsed or approved by any Rights Owner;
- (c) undertake any form of Ambush Marketing;
- (d) cause or permit to be done, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Rights Owner; or
- (e) use its connection with the Landlord or the Park (or any Premises in the Park) in a manner that makes or implies a direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement or any Rights Owner.

5.2 The Tenant agrees:

- (a) to take reasonable steps to ensure that any of its sub-contractors or agents providing goods or services specifically in relation to the Goods or Services shall also abide by the provisions of this paragraph 5 (*No marketing obligations*) (as if references in this paragraph to the Tenant included references to such sub-contractors or agents);
- (b) that any Rights Owner shall have the right to enforce the terms of this Schedule directly against the Tenant; and
- (c) that this Paragraph 5.2 shall continue to apply after termination of this Lease without limit of time.

5.3 **Indemnity**

The Tenant is to indemnify the Landlord and against any actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord arising from any breach of the Tenant's obligations in this Schedule.

## Schedule 7 Fixed Estate Charge

### RECITALS

- (A) The parties have agreed to increase the Fixed Estate Charge Rate every five years by 10% or, if lower, the increase (if any) in the IPD Index between the quarter immediately prior to the date of the previous review and the quarter immediately prior to the relevant Review Date.
- (B) The review is to be upwards only.
- (C) For the avoidance of doubt, the IPD Index value at September 2012 was 95.8.
- (D) In the event that the IPD Index ceases to be published, the parties shall agree a suitable alternative index which measures the change in rental values of Central and Inner London offices.
- (E) If the parties cannot agree on a suitable alternative index, the index will be determined by the Expert.
- (F) If a Review Date occurs during a period in which the Fixed Estate Charge (or part thereof) is suspended, then the Fixed Estate Charge payable once the suspension has come to an end will be the reviewed Fixed Estate Charge.

### 1 DEFINITIONS

**"Base Index Value"** [VALUE] being the IPD Index figure published for the quarter preceding the Term Commencement Date.

**"Figure X"** means the amount calculated in accordance with paragraph 2.2.

**"Figure Y"** means the amount calculated in accordance with paragraph 2.3.

**"Index Figure"** means the figure, calculated using the formula:

$$[(A - B) \div B] + 1$$

where:

A is the Review Index Value

B is the Review Base Value

provided that if the Index Figure is less than 1, the Index Figure will be deemed to be 1.

**"IPD Index"** means the IPD UK Quarterly Digest Rental Value Growth Index for Standard Offices (Central and Inner London) subject to paragraph 3 (*Recalibration of the IPD Index*).

**"PFEC"** is the Fixed Estate Charge Rate payable immediately prior to the relevant Review Date.

**"Review Base Value"** on the first Review Date, the Base Index Value and, on each subsequent Review Date, the Review Index Value for the previous Review Date.

**"Review Dates"** means 25 March 2019 and each fifth anniversary of that date.

**"Reviewed FECR"** means the lower of Figure X and Figure Y.

**"Review Index Value"** means the IPD Index figure published for the quarter preceding the relevant Review Date.

**"Revised Index"** means such alternative index or comparable measure as is agreed or determined pursuant to paragraph 3.2.

## 2 REVIEW OF FIXED ESTATE CHARGE RATE

2.1 With effect from each Review Date, the Fixed Estate Charge Rate shall be the Reviewed FECR. The reviewed Fixed Estate Charge will be payable from and including the relevant Review Date.

2.2 Figure X shall be calculated in accordance with the following formula.

$$\text{PFEC} \times 1.10$$

2.3 Figure Y shall be calculated in accordance with the following formula:

$$\text{PFEC} \times \text{Index Figure}$$

## 3 RECALIBRATION OF THE IPD INDEX

3.1 In the event that any of the following circumstances arise, either party may give notice to the other specifying an appropriate revised index to be used in place of the IPD Index:

- (a) the reference base used to compile the IPD Index changes materially or there is some other substantial change in the method used to compile the IPD Index;
- (b) publication of the IPD Index is suspended or ceases completely; or
- (c) it becomes impossible or impracticable to calculate any change in the value of the IPD Index for any other reason.

3.2 The party serving notice pursuant to paragraph 3.1 will propose an alternative index or comparable measure of rental values of Central and Inner London offices in its notice. If the parties have not agreed the Revised Index within 20 Working Days of the notice served pursuant to paragraph 3.1, either party may refer the matter to an Expert for determination.

## 4 MEMORANDUM

Whenever the Fixed Estate Charge is revised in accordance with this Schedule 7 (*Fixed Estate Charge*) the Landlord and the Tenant shall exchange signed memoranda recording the Fixed Estate Charge as so revised.

## 5 LATE REVIEW

If the revised Fixed Estate Charge Rate has not been agreed or determined on or before the relevant Review Date or Recommencement Date (as applicable) then:



- (a) in respect of a Review Date, the Fixed Estate Charge payable immediately before the relevant Review Date shall continue to be payable on account of the new Fixed Estate Charge; or
- (b) in respect of a Recommencement Date, the Fixed Estate Charge which would have been payable at the Recommencement Date had there been no suspension shall be payable on account of the new Fixed Estate Charge; and
- (c) when the new Fixed Estate Charge is ascertained the Tenant shall pay within fourteen days after the date of ascertainment as additional rent:
  - (i) any difference between the Fixed Estate Charge paid in accordance with paragraph 5(a) or paragraph 5(b) (as applicable) and the new Fixed Estate Charge for the period from and including the relevant Review Date or Recommencement Date to the Quarter Day next following the date of ascertainment (the "Shortfall"); and
  - (ii) interest at 2% above the Interest Rate on the amount of the Shortfall, such interest to be calculated on a day to day basis by reference to the Quarter Day upon which the respective parts of the Shortfall would have fallen due had the new Fixed Estate Charge been ascertained prior to the relevant Review Date or Recommencement Date (as applicable).

## 6 RESTRICTIONS ON INCREASES

If at any Review Date there is any statutory restriction or prohibition on the right to review the Fixed Estate Charge payable under this Lease or to recover the whole or any part of any increase in the Fixed Estate Charge following a review:

- (a) the Landlord may elect that Schedule 7 (*Fixed Estate Charge*) will not operate and the Fixed Estate Charge will not be reviewed on that Review Date; and
- (b) if the Landlord makes an election under paragraph 6(a), when the statutory restriction or prohibition is removed or modified, the Landlord may serve written notice on the Tenant nominating an additional date before the next Review Date as an additional Review Date for the purposes of this Lease and the Fixed Estate Charge will be reviewed on the nominated date as though this date were a Review Date in accordance with Schedule 7 (*Fixed Estate Charge*).

## 7 TIME NOT OF THE ESSENCE

Time is not of the essence in relation to this Schedule 7 (*Fixed Estate Charge*).

**EXECUTION PAGE**

Executed as a deed by **INNOVATION CITY** )  
**(LONDON) LIMITED** acting by [*name of*] )  
*director*] and [*name of director/secretary*]: )

Director

Director/Secretary

Executed as a deed by [•] acting by [•] and )  
[•]: )  
)

[•]

[•]



