

Park Name	The Queen Elizabeth Olympic Park;
Protected Marks	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	the BOA, the IOC, any other owner of the Protected Marks, Her Majesty Queen Elizabeth II and the Royal Household; and
Territory	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;

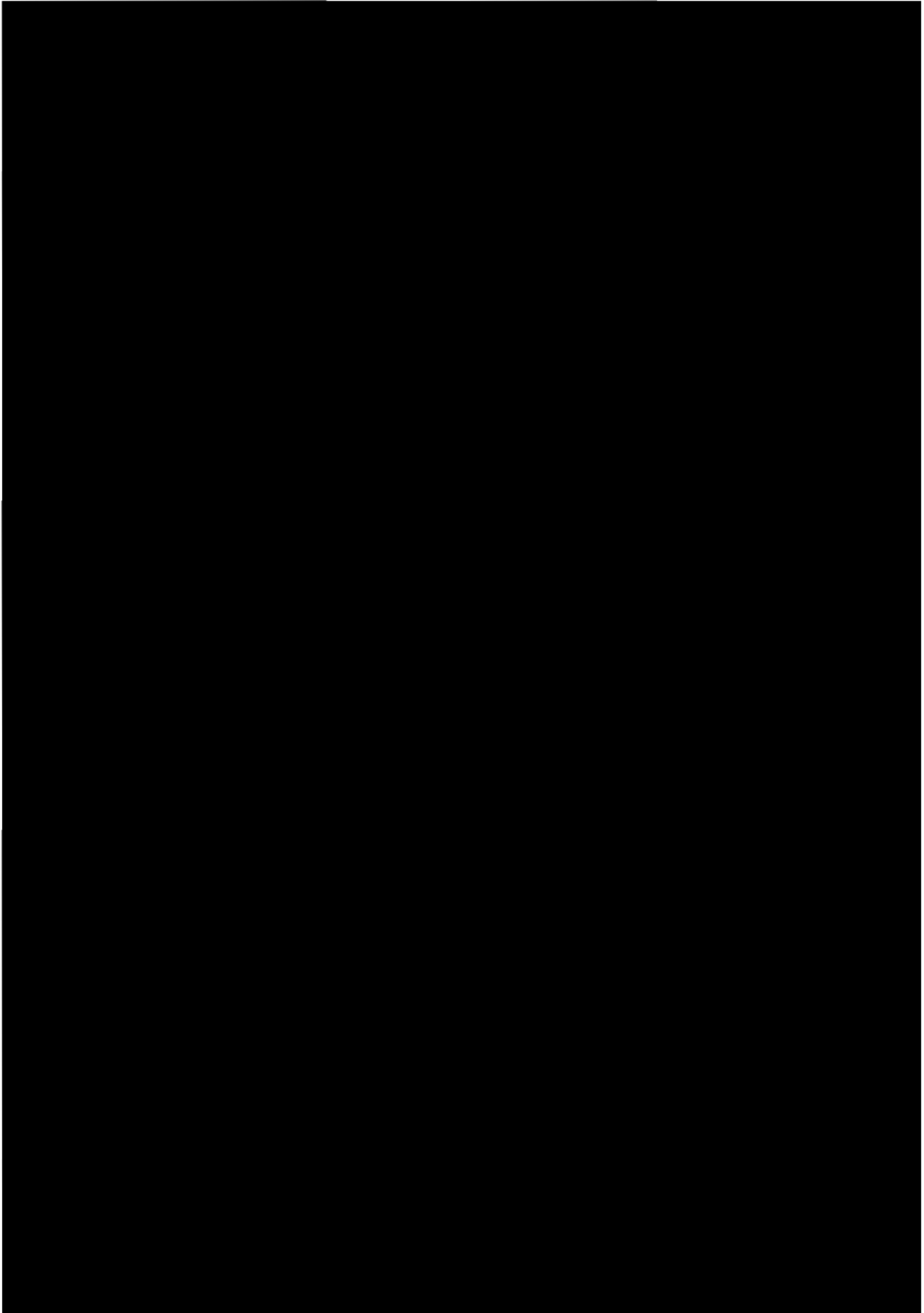
2.6.5 Clause 4.3;

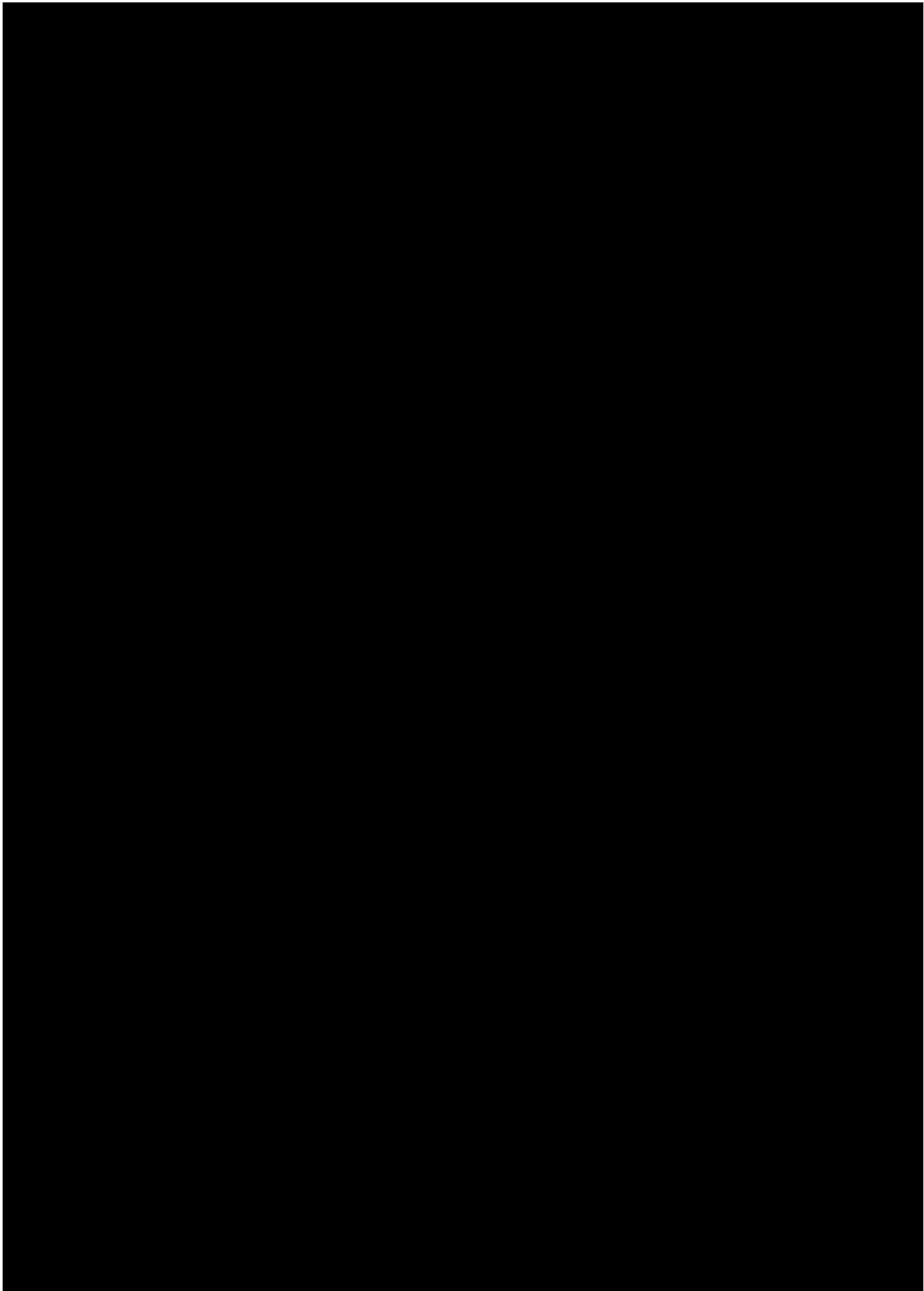
2.6.6 Clause 5.4;

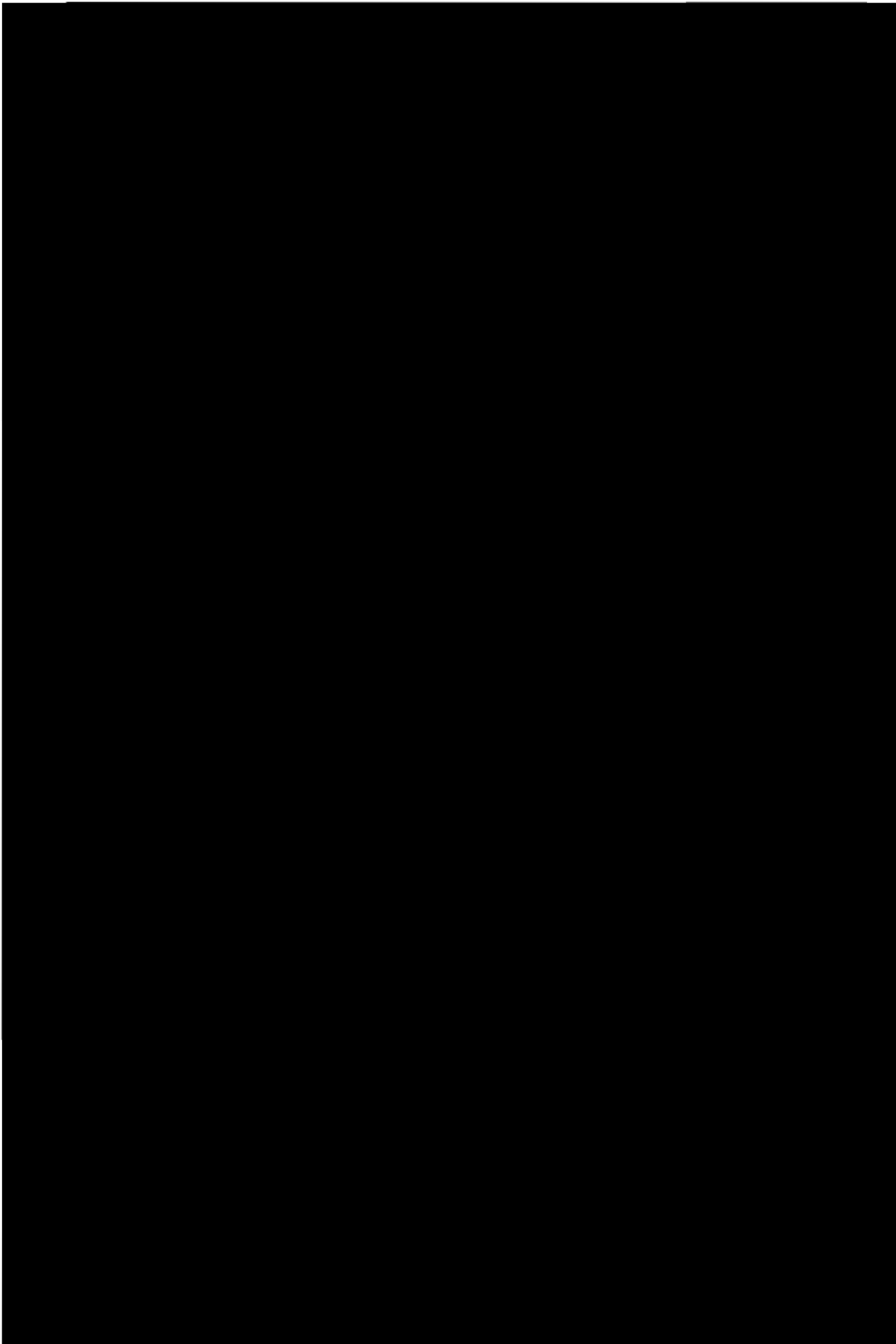
2.6.7 Clause 5.5;

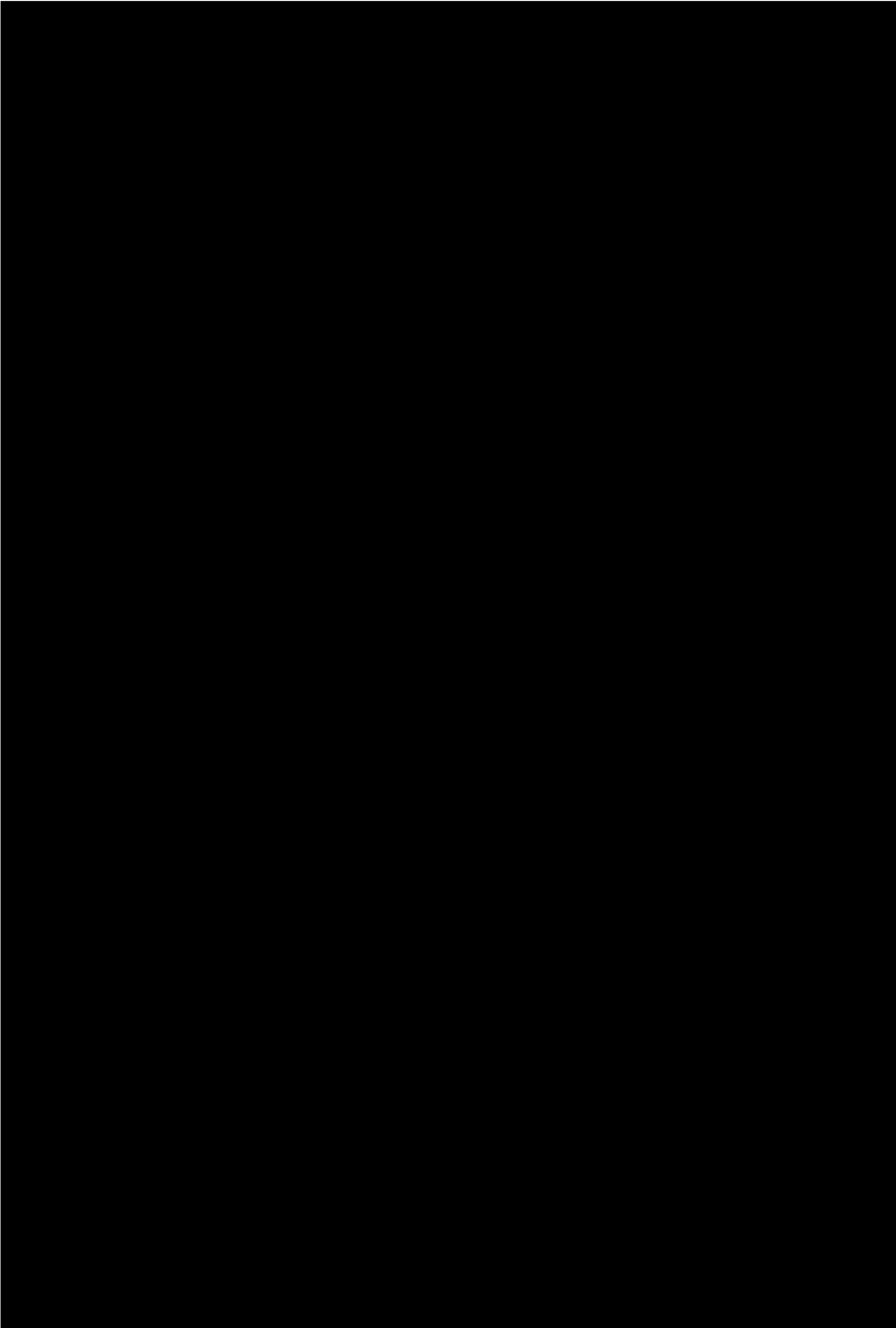
- 2.6.8 Clause 6.4;
 - 2.6.9 Clause 8.2;
 - 2.6.10 Clause 8.4;
 - 2.6.11 Clause 19; and
 - 2.6.12 Schedule 1
- 2.7 If **paragraph 1.4** applies:
- 2.7.1 **clause 14.1** (Provision of Services) shall be deemed to be an obligation on the part of the Management Company to carry out those Estate Services 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.

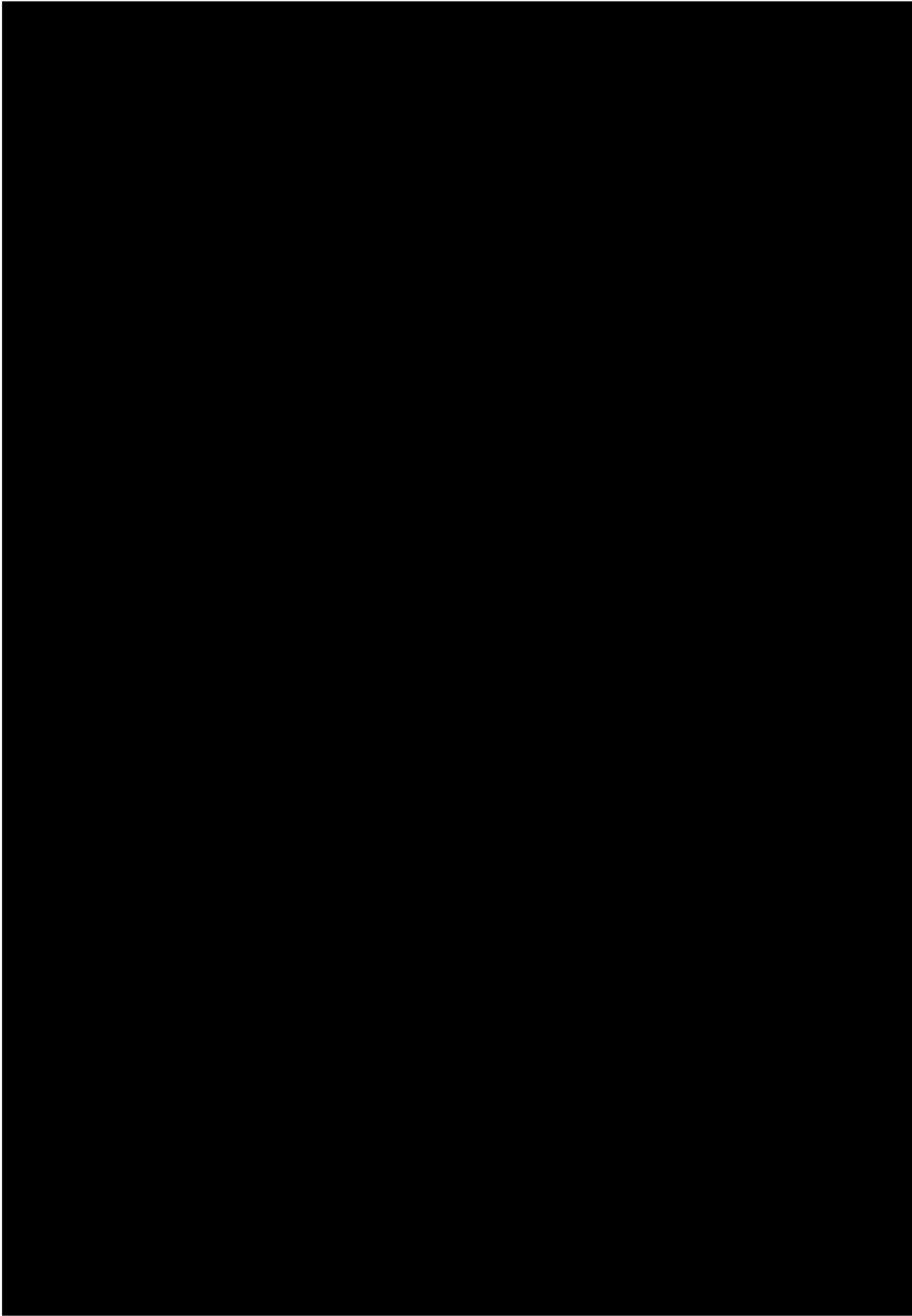
SCHEDULE 4

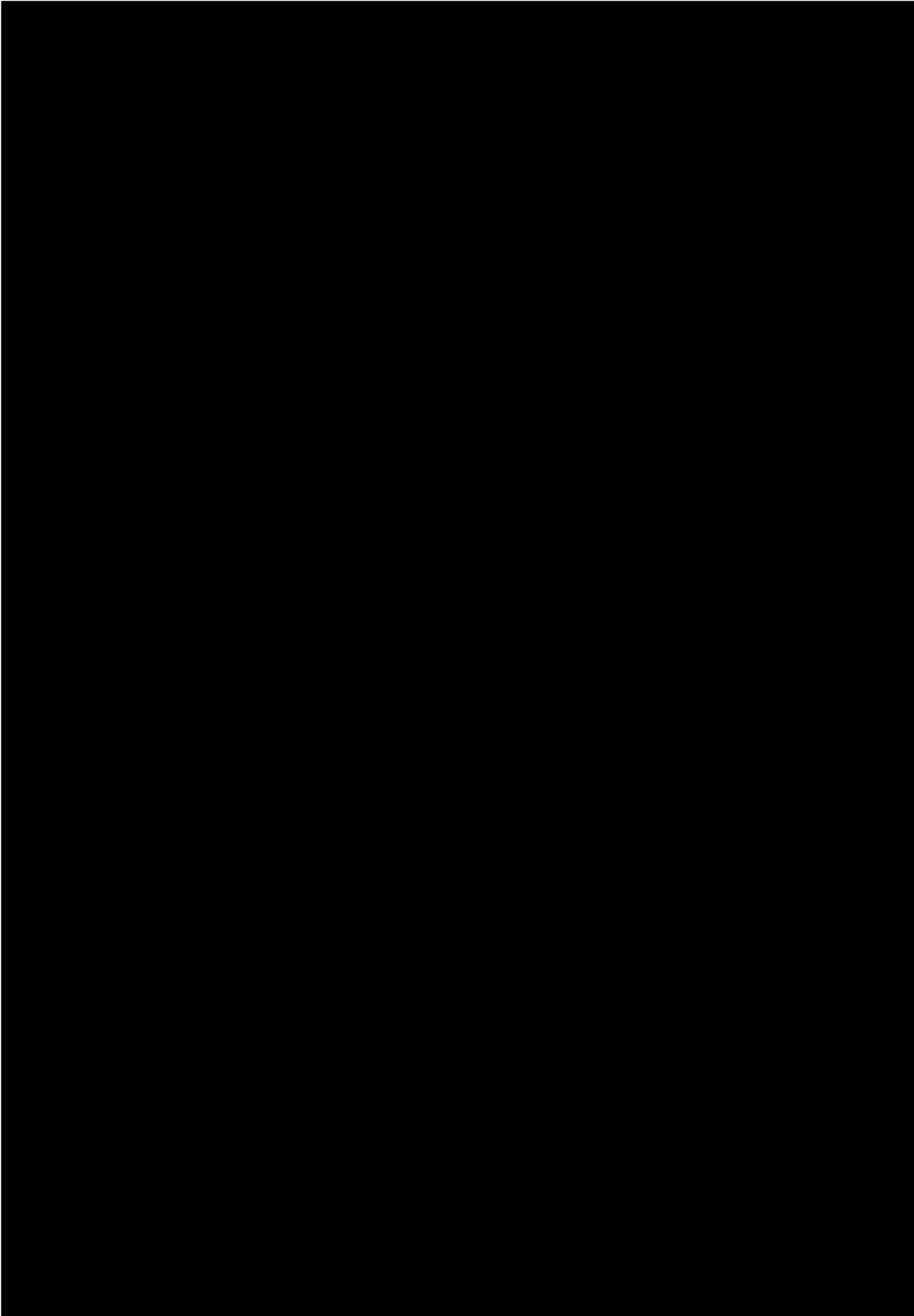


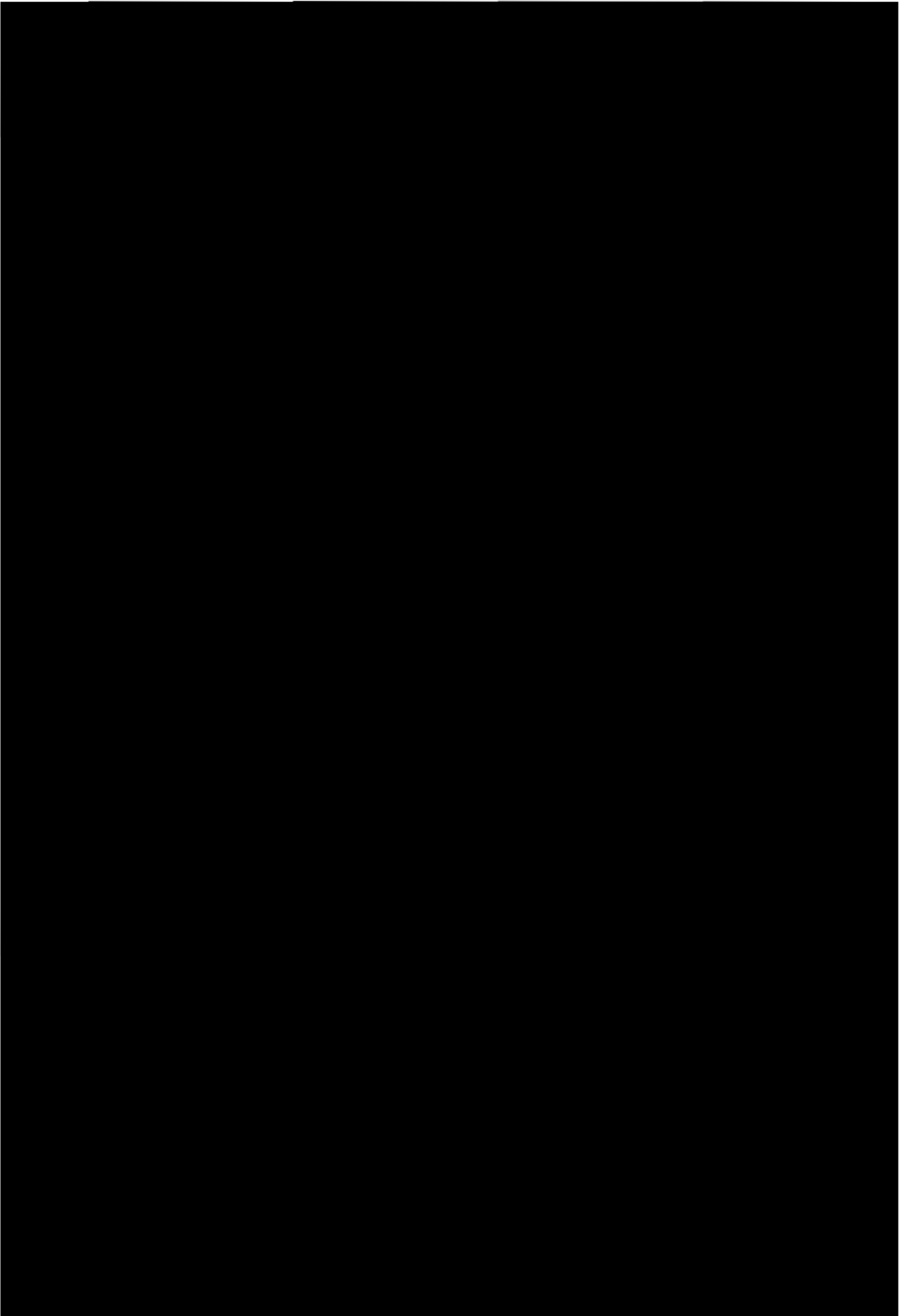


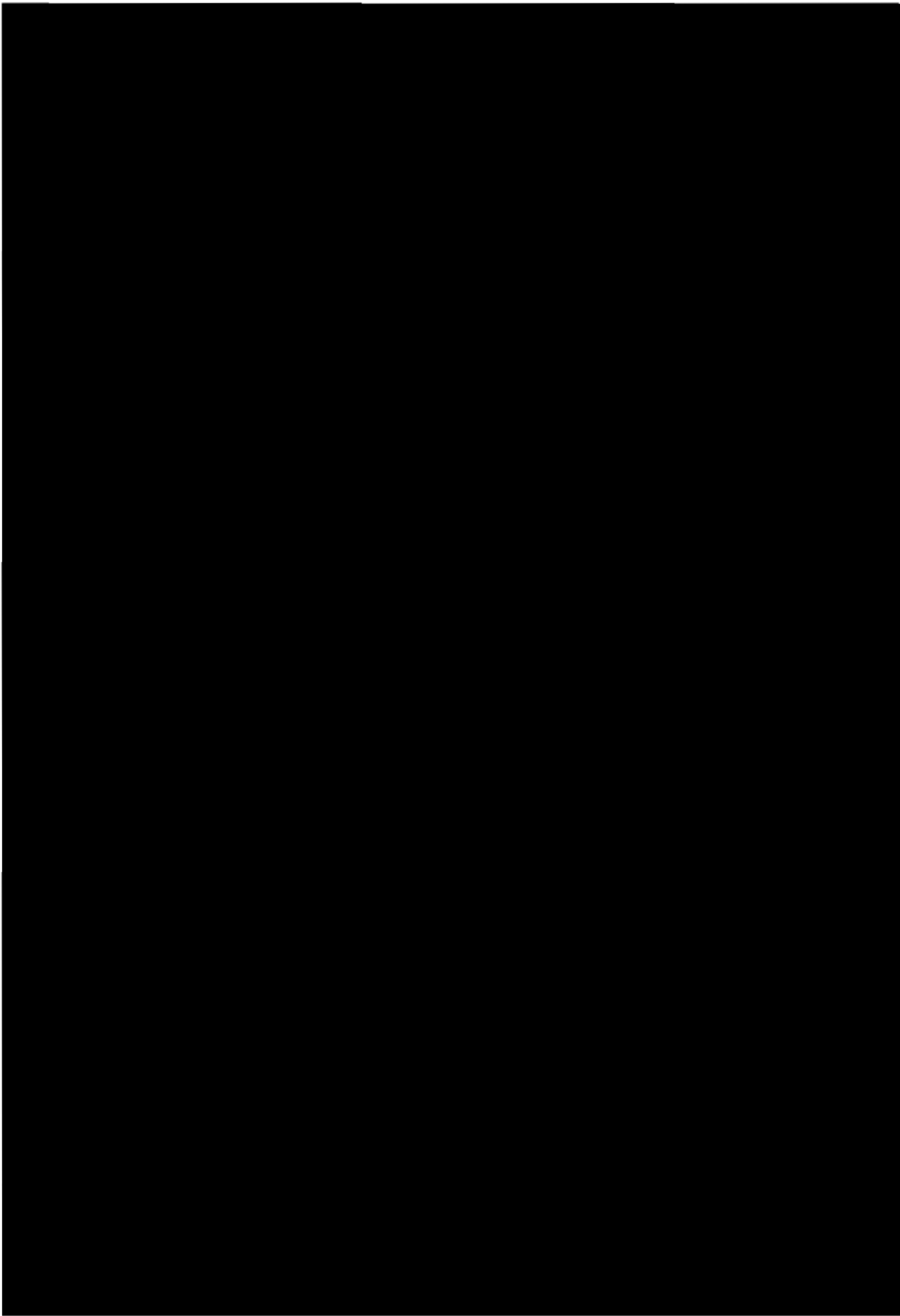




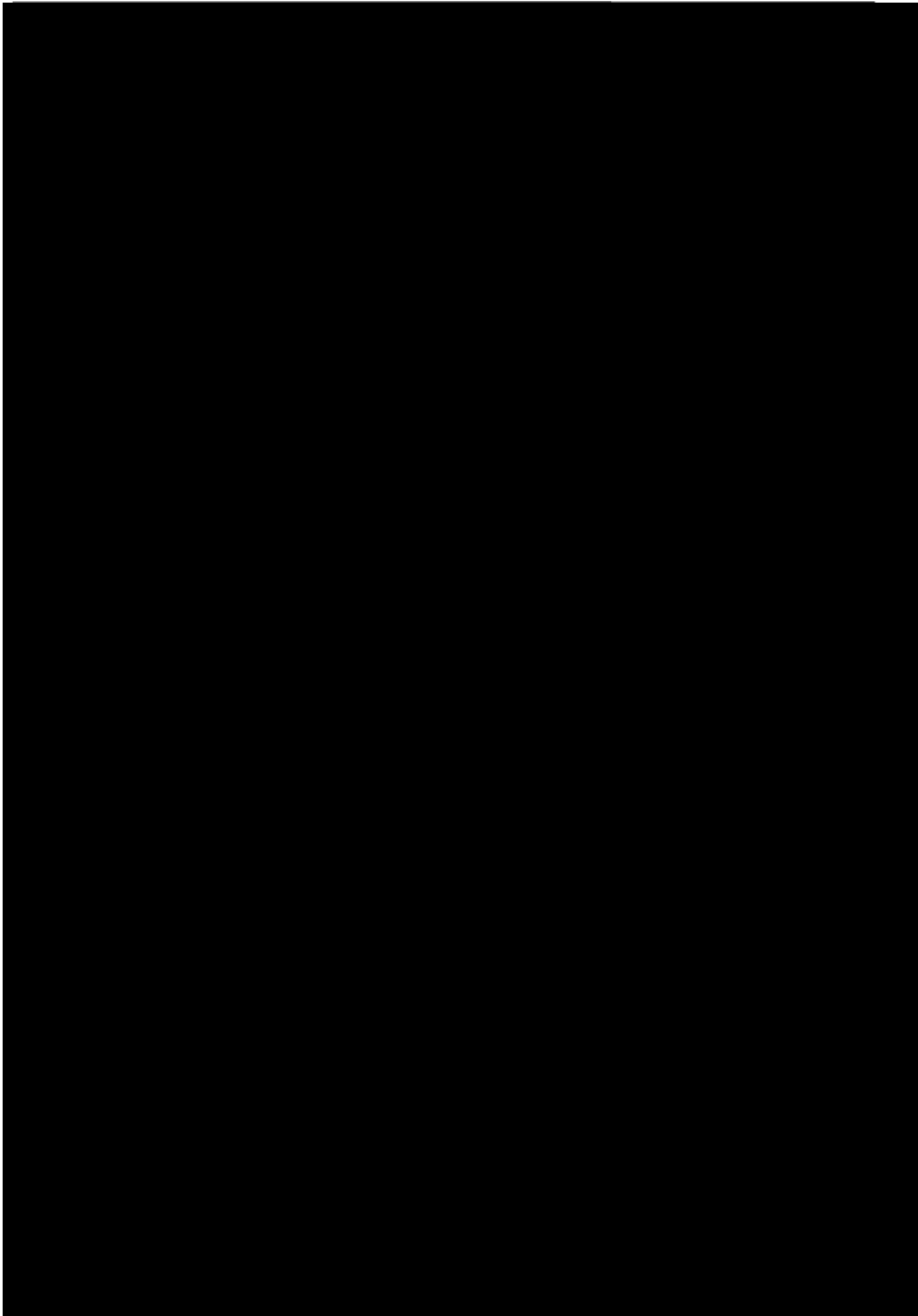


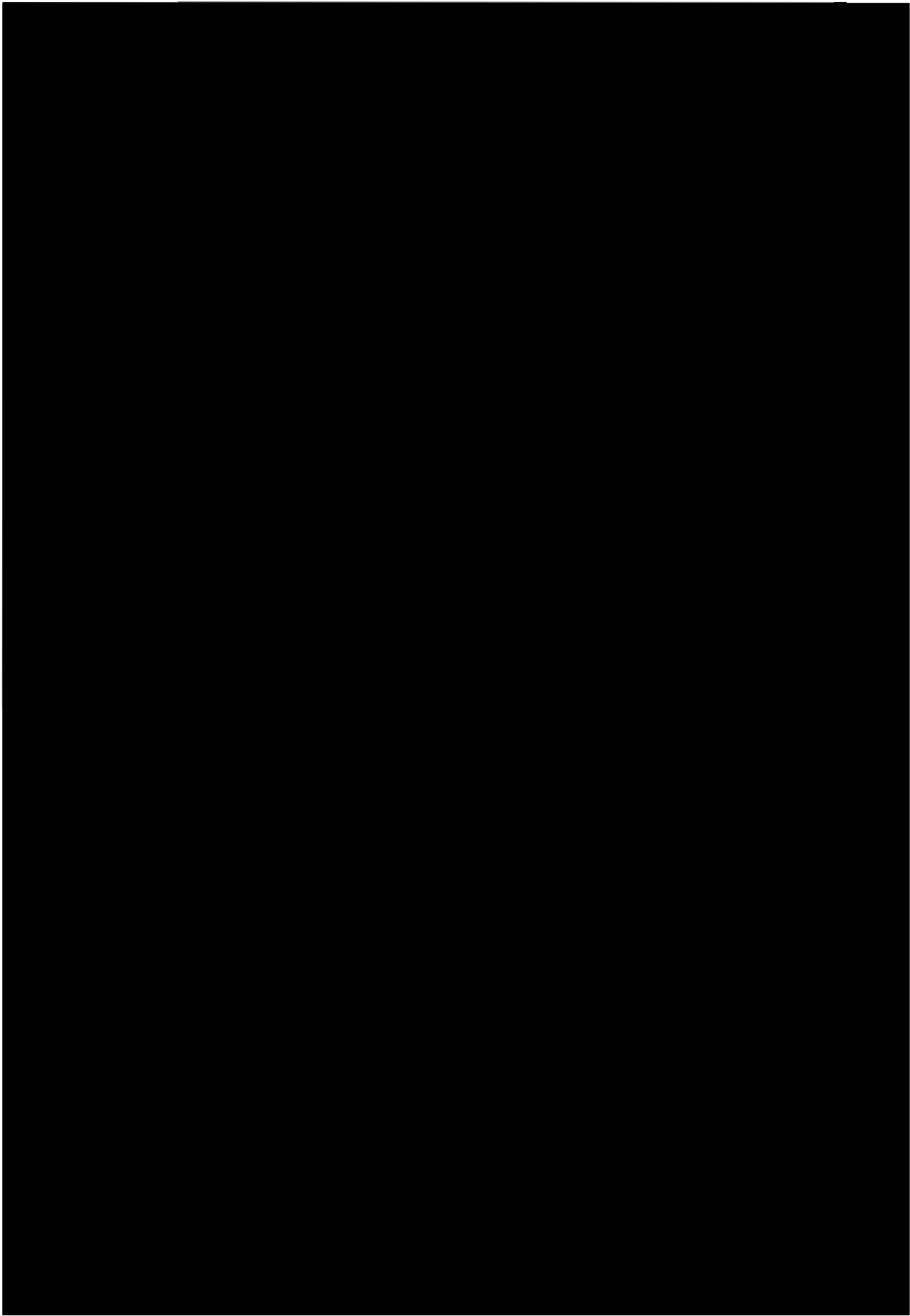


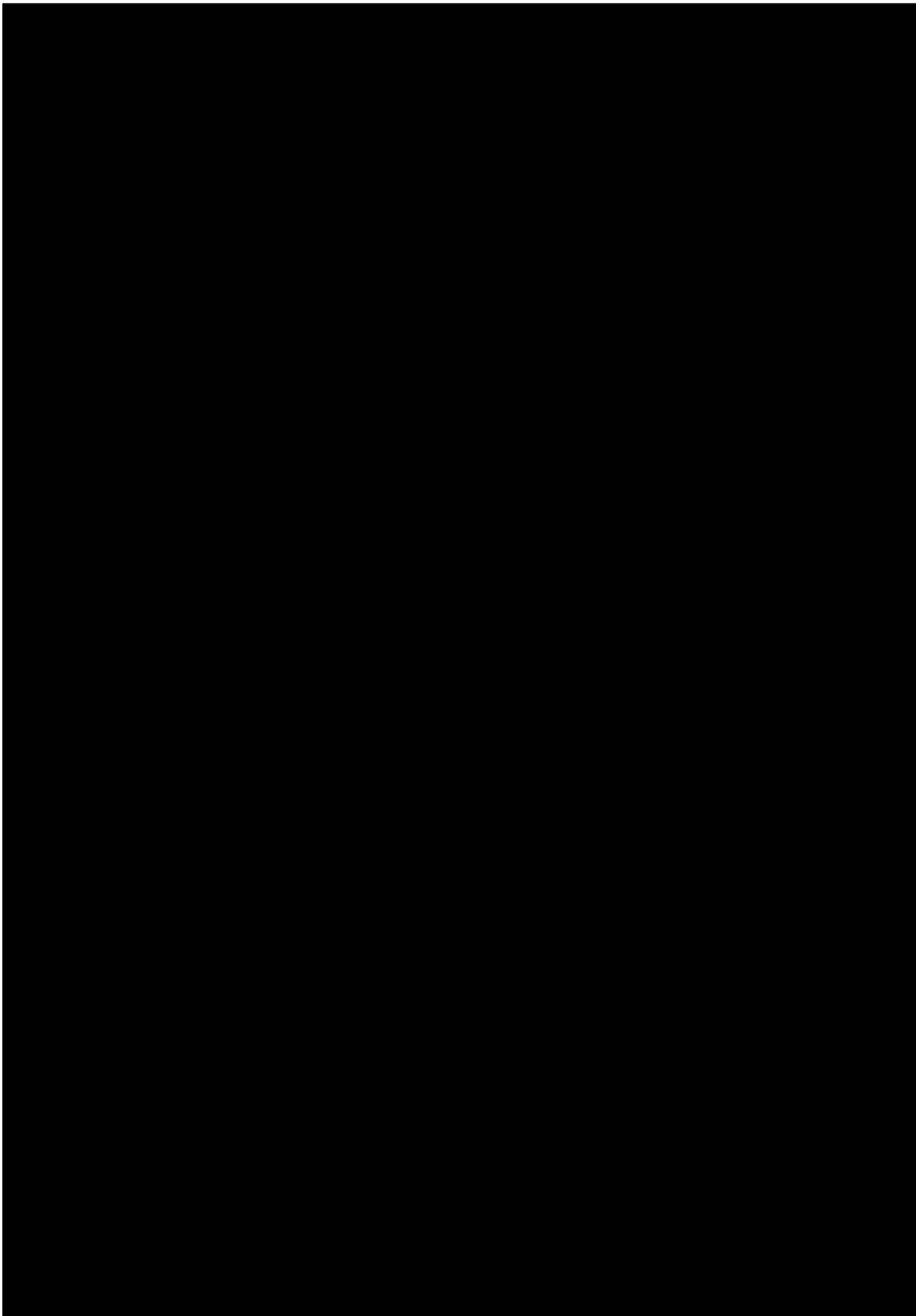


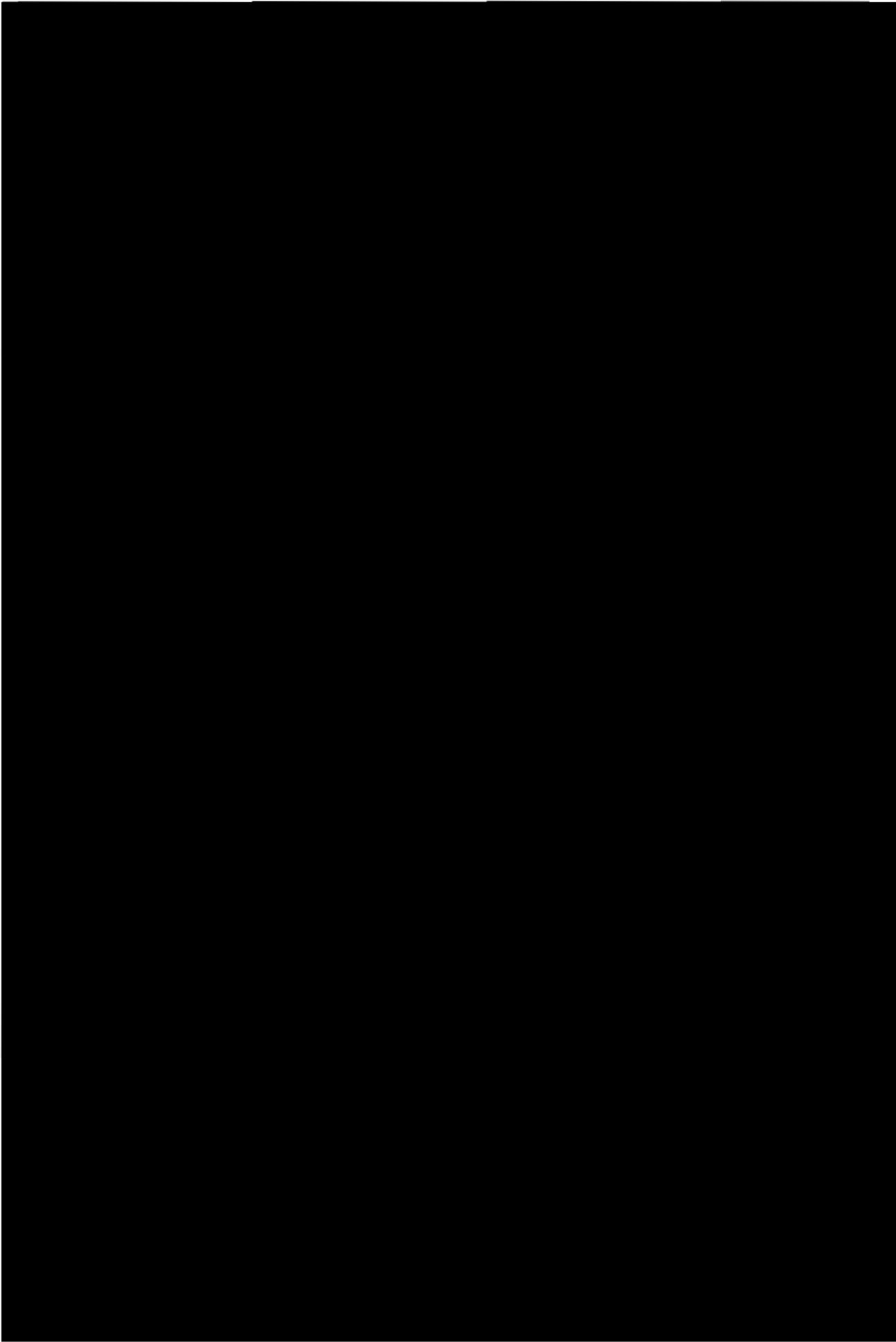


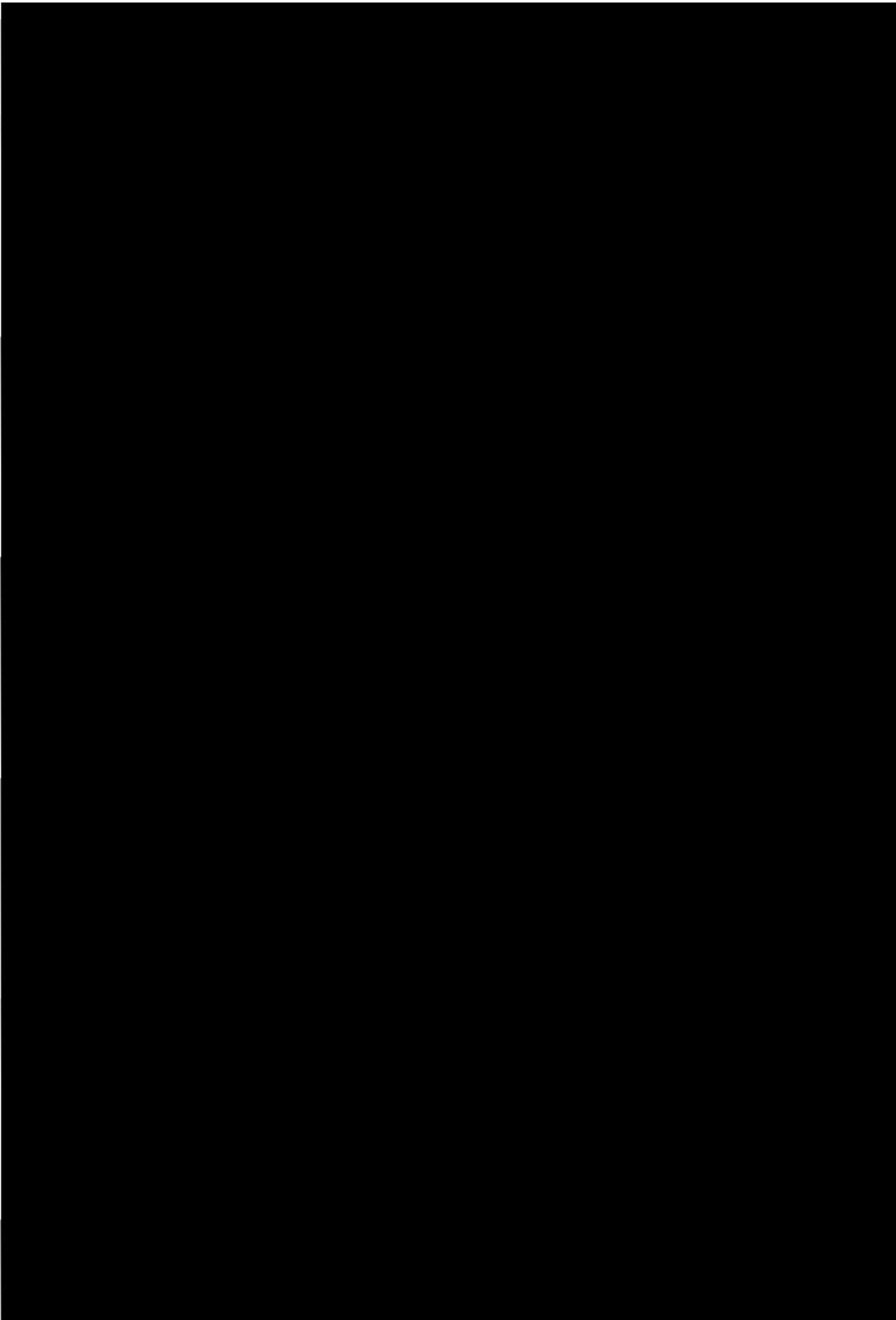
SCHEDULE 5

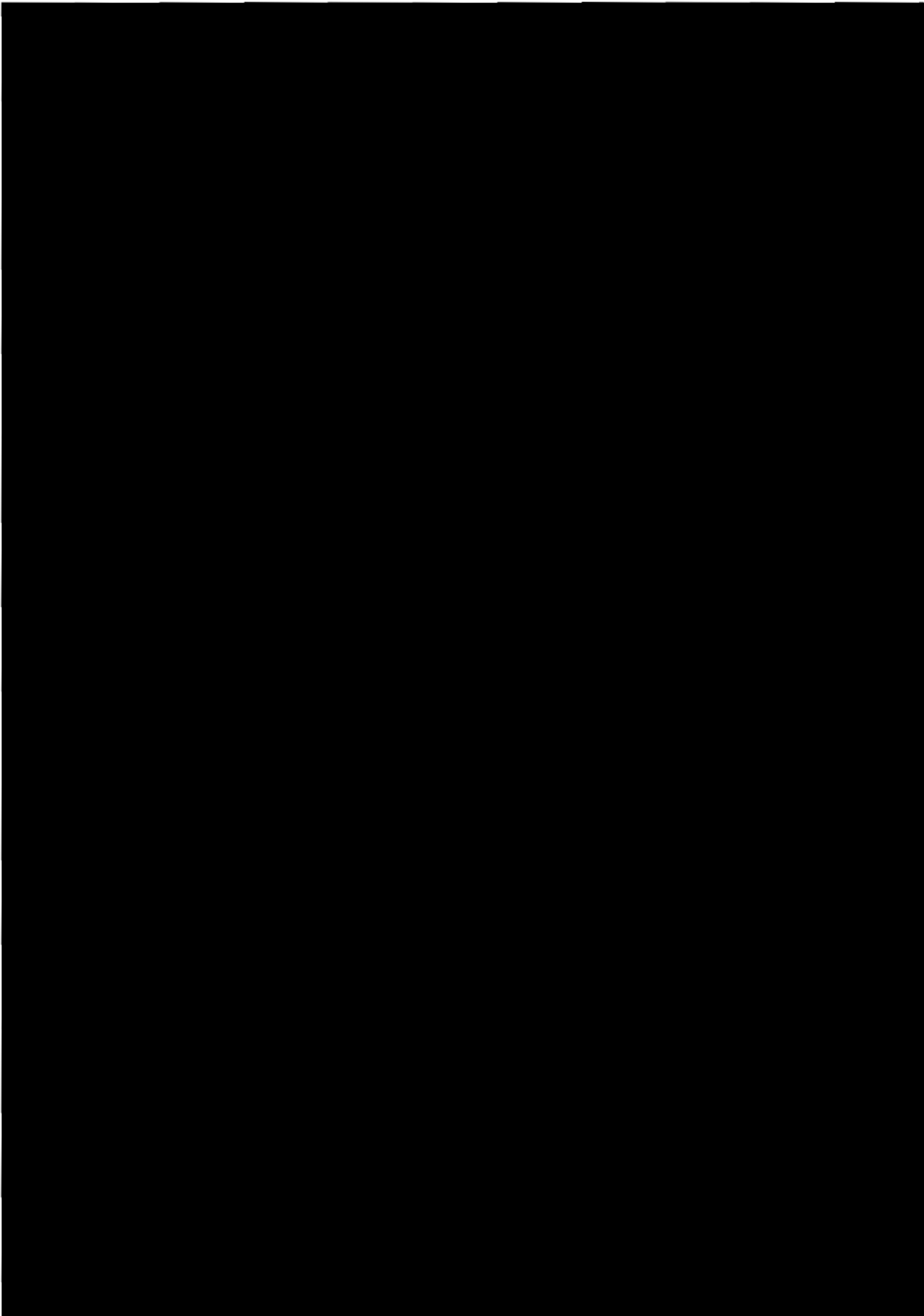


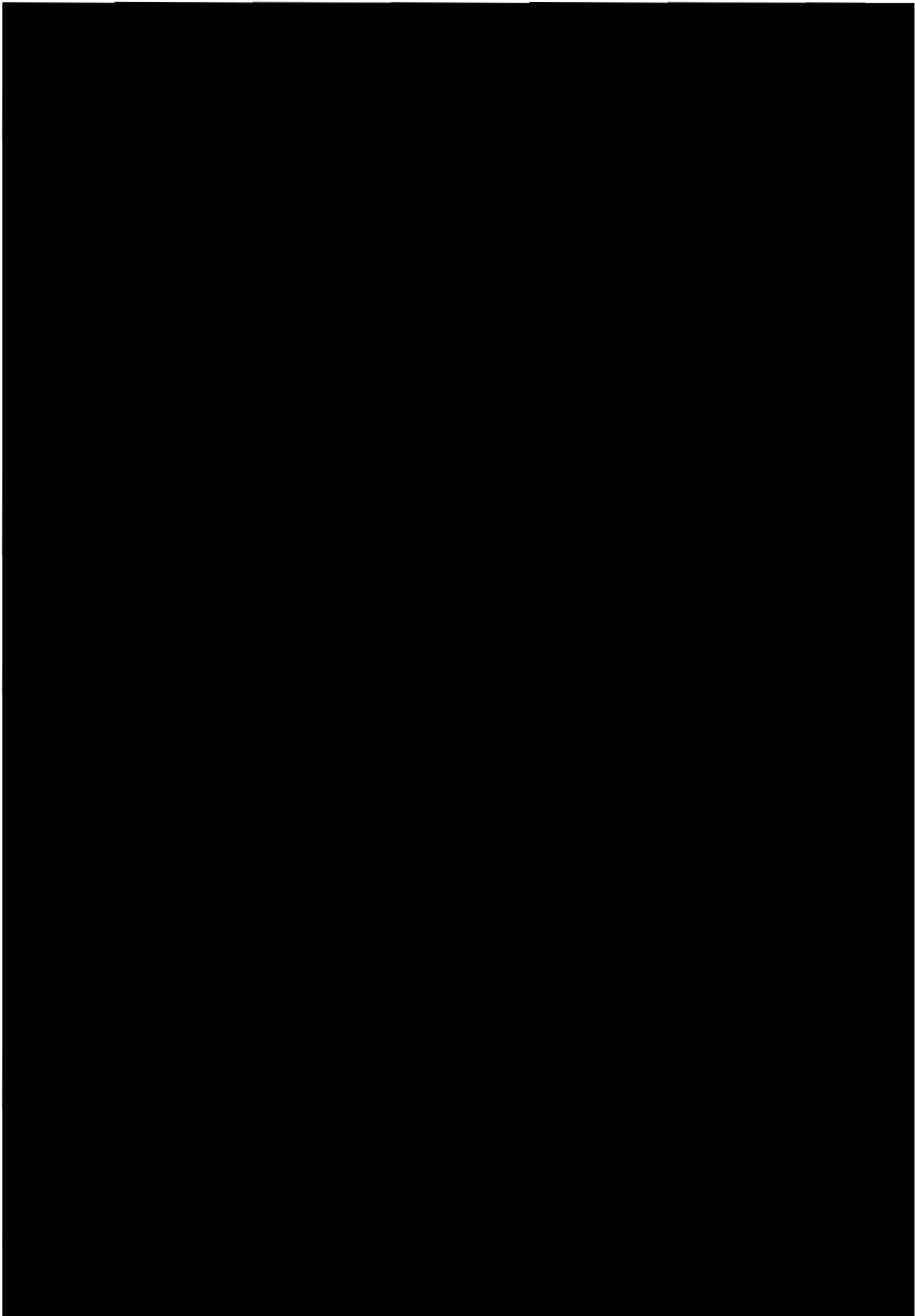




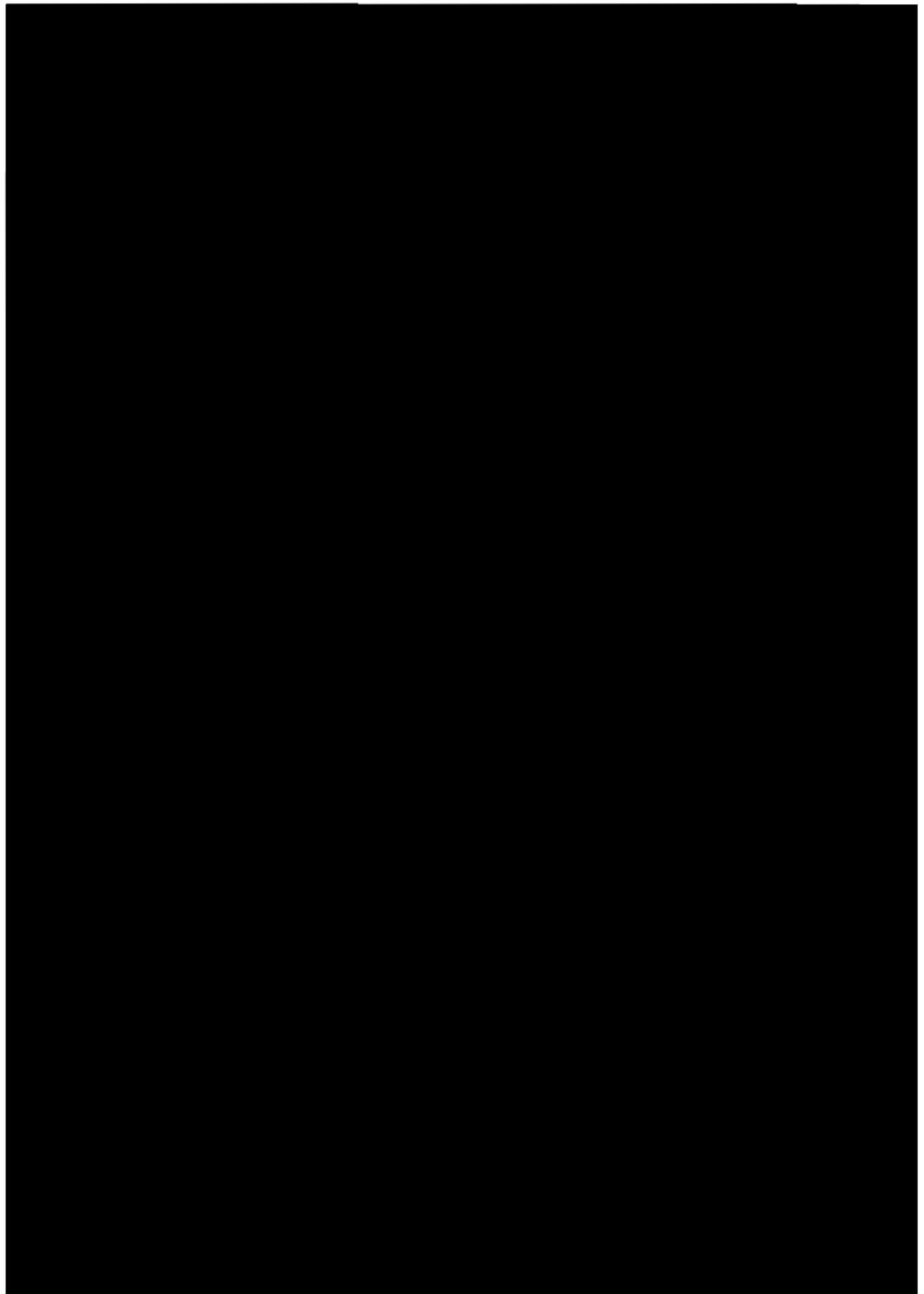


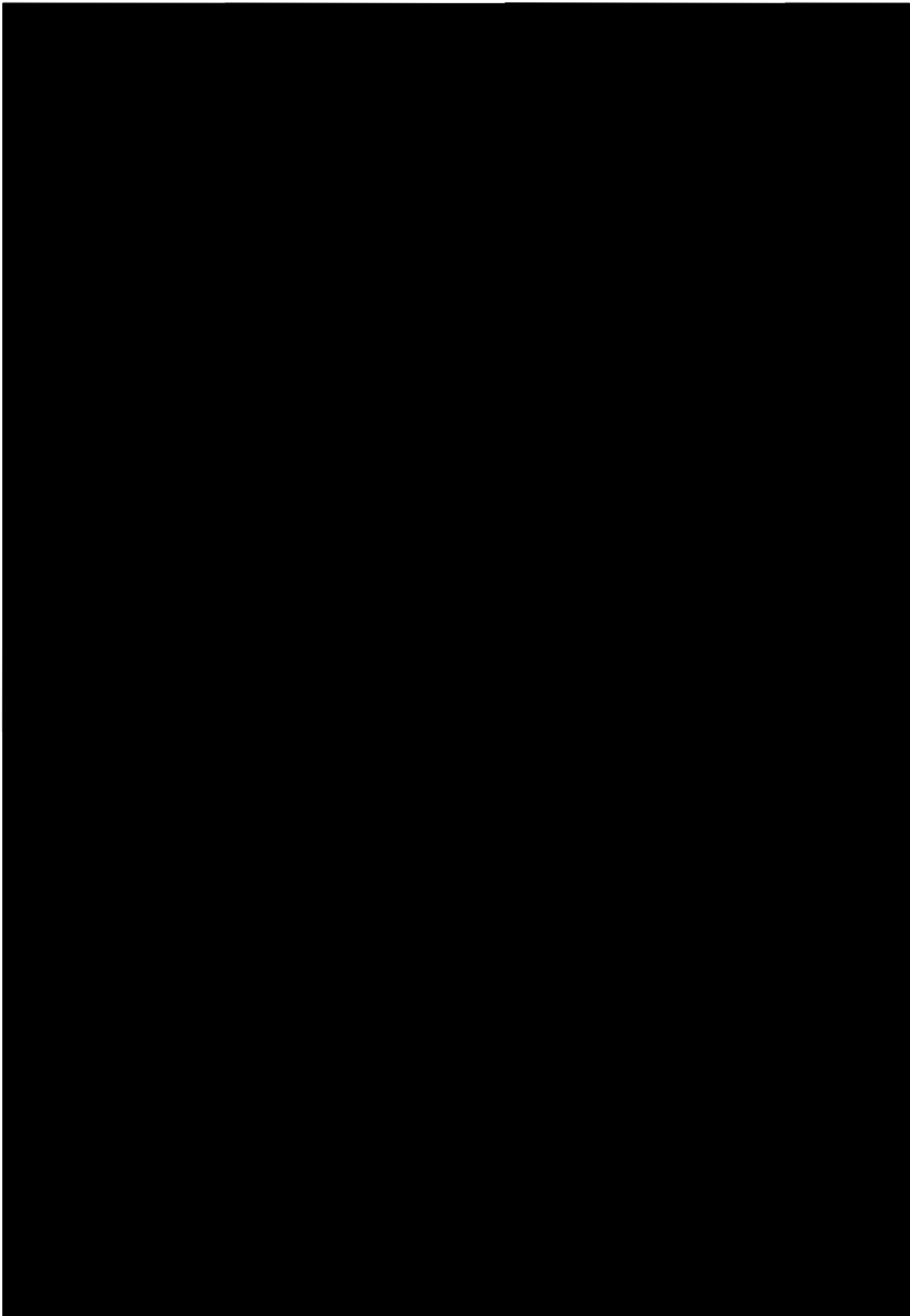


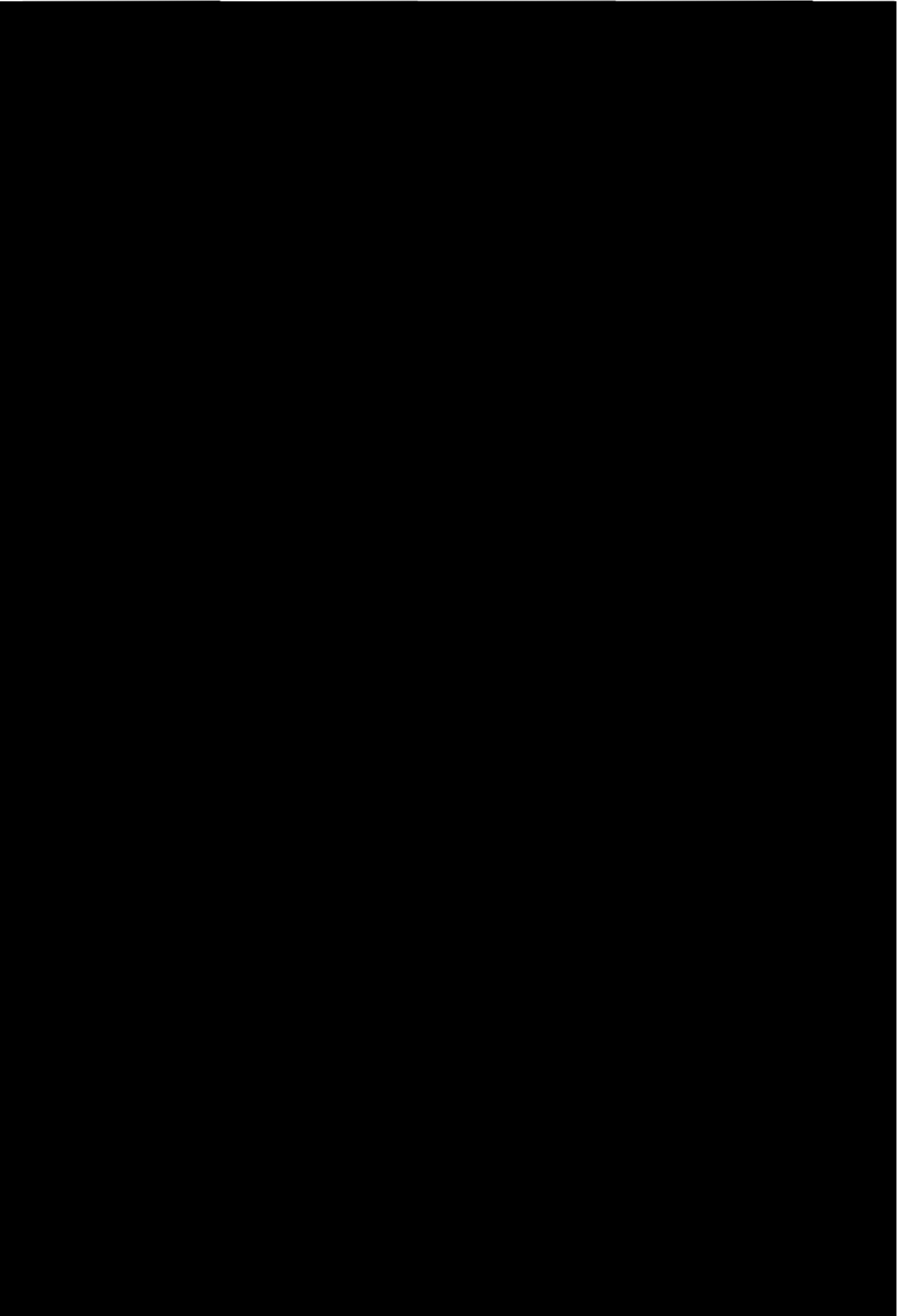


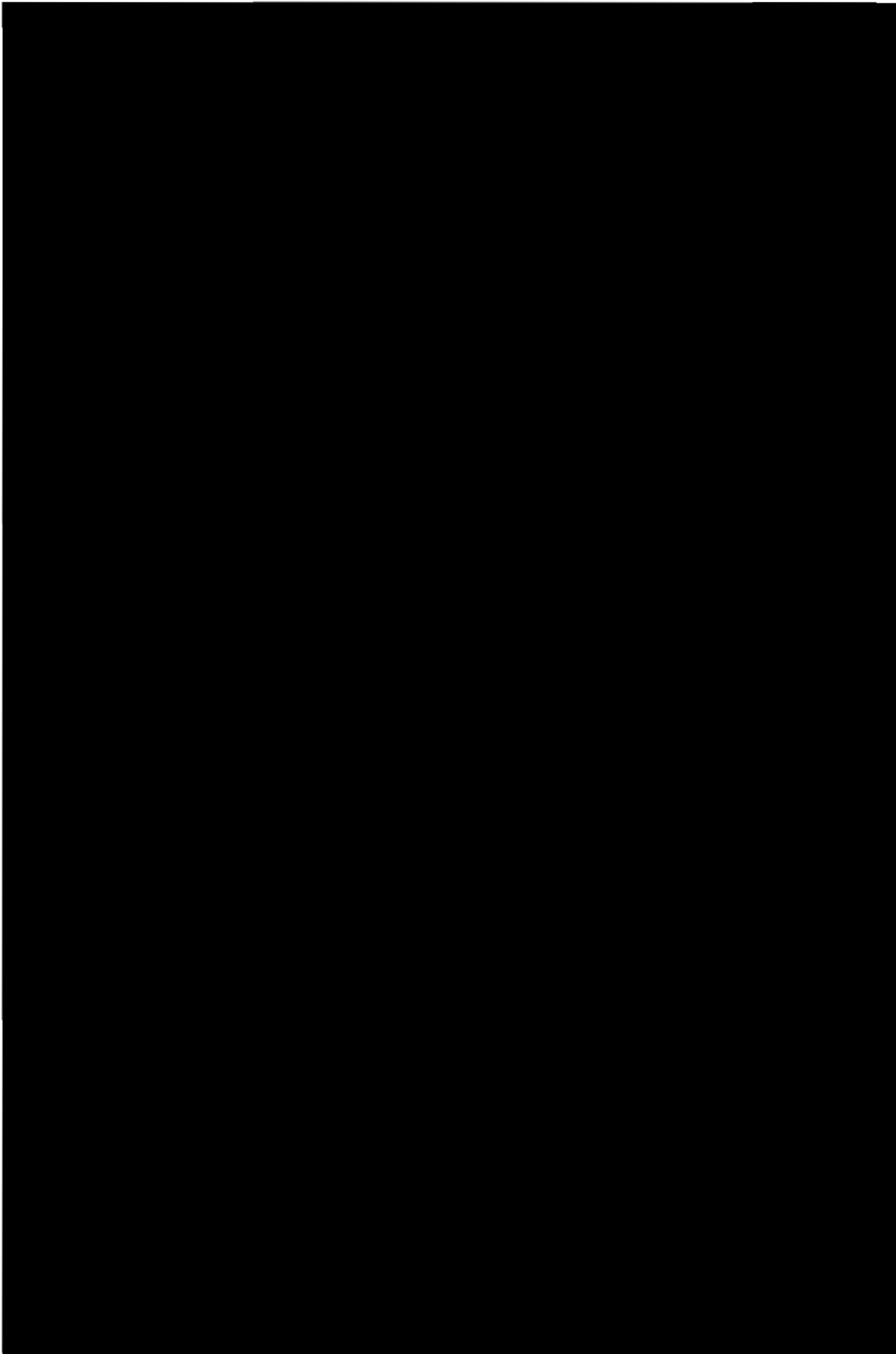


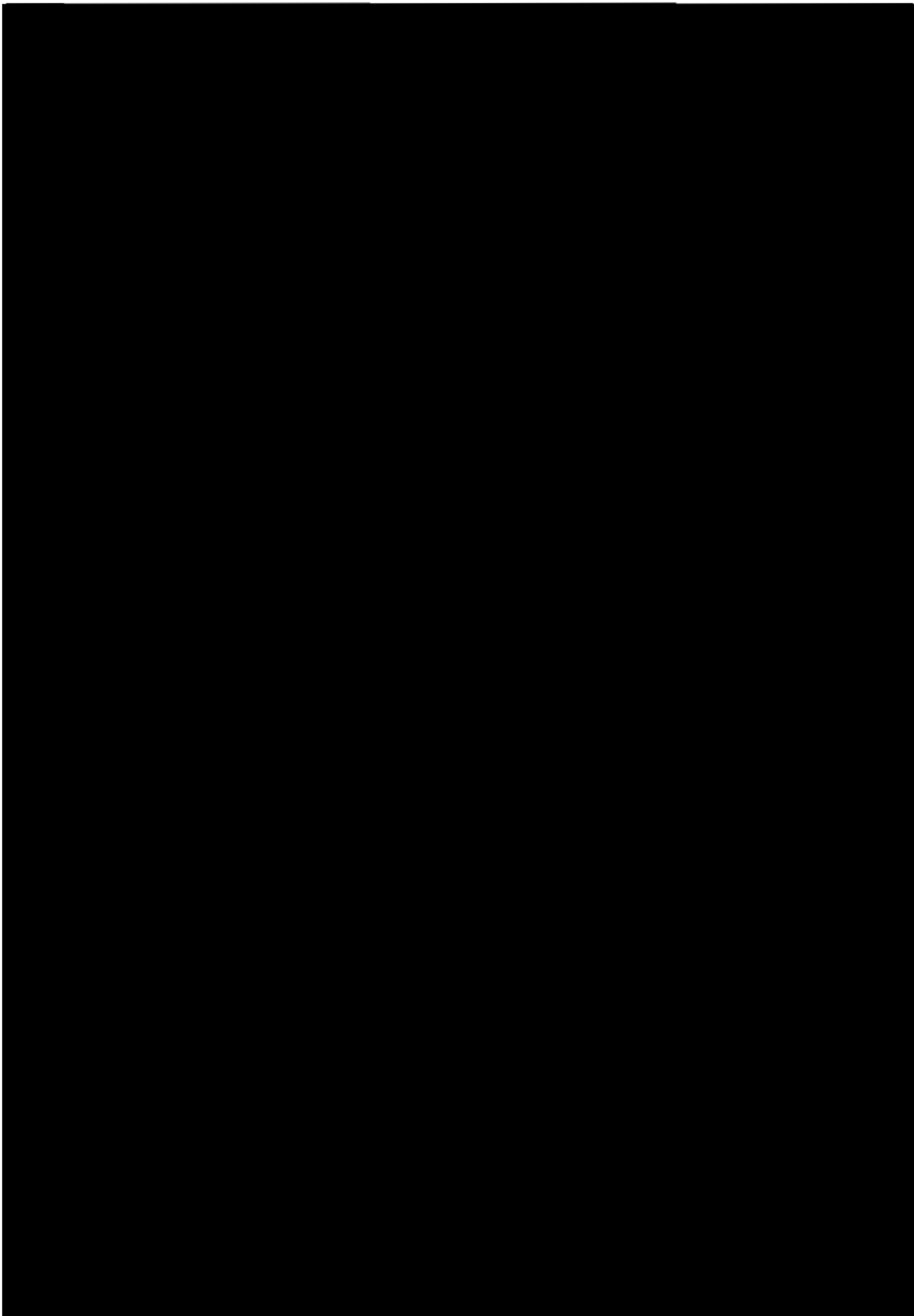
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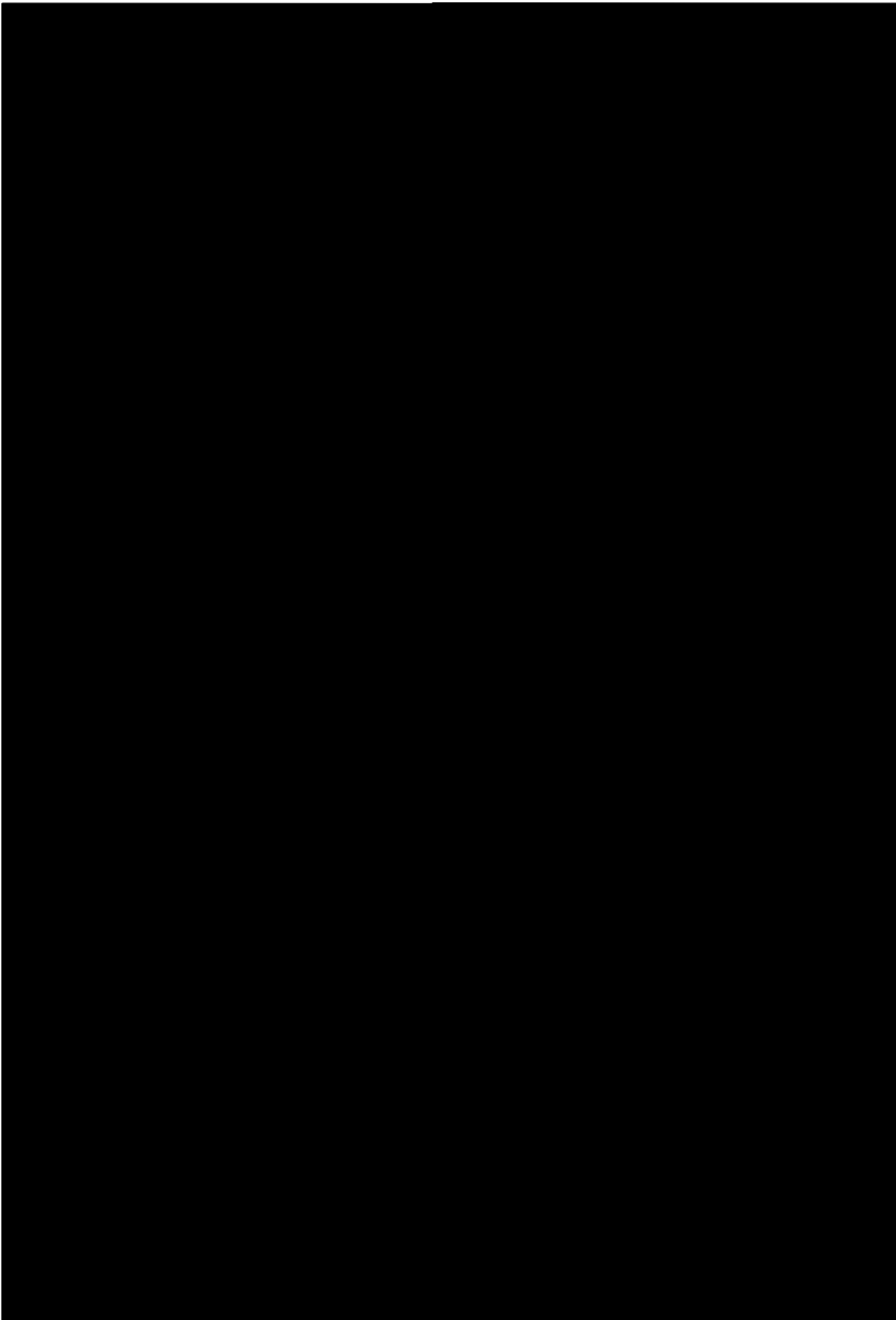


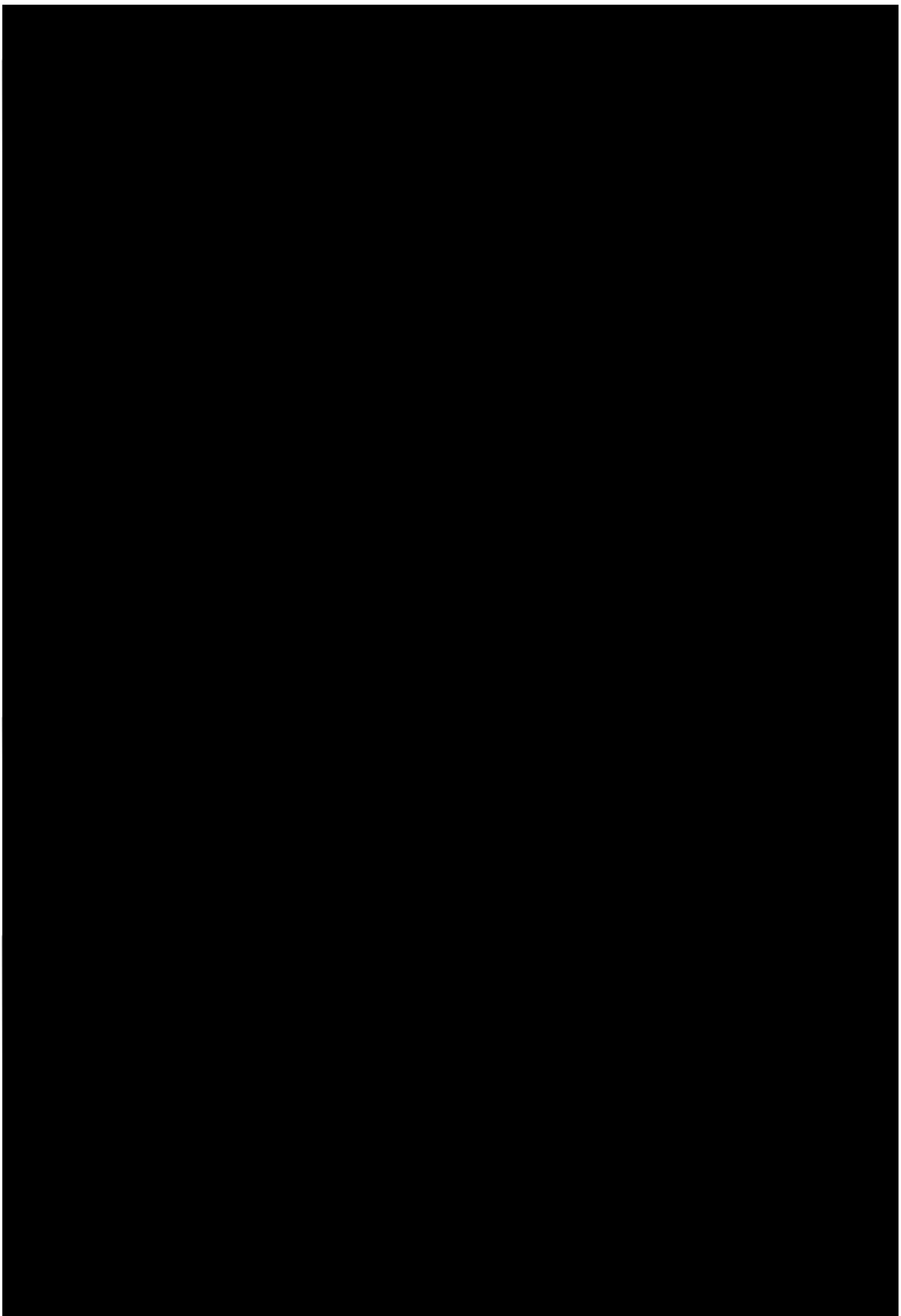




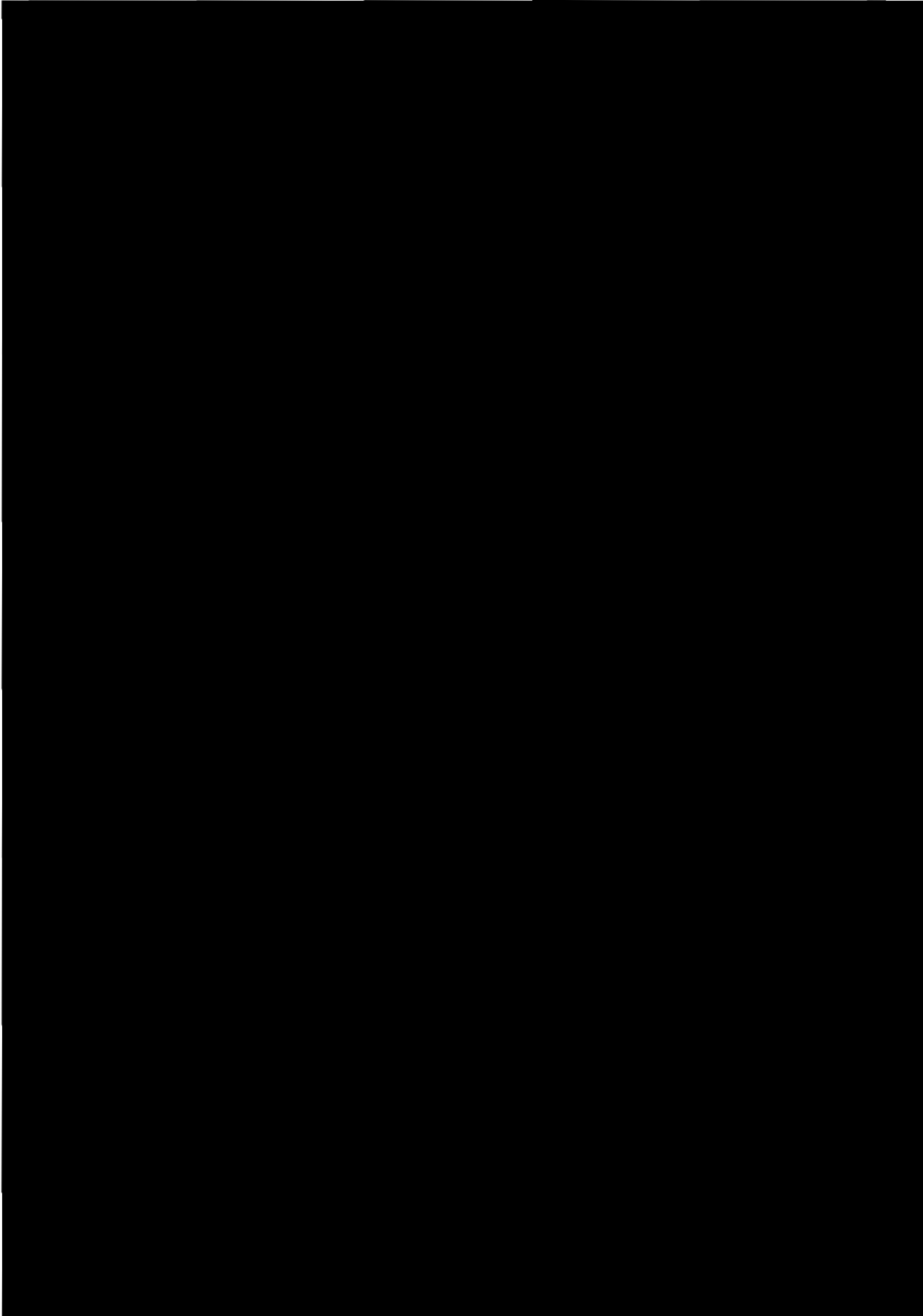


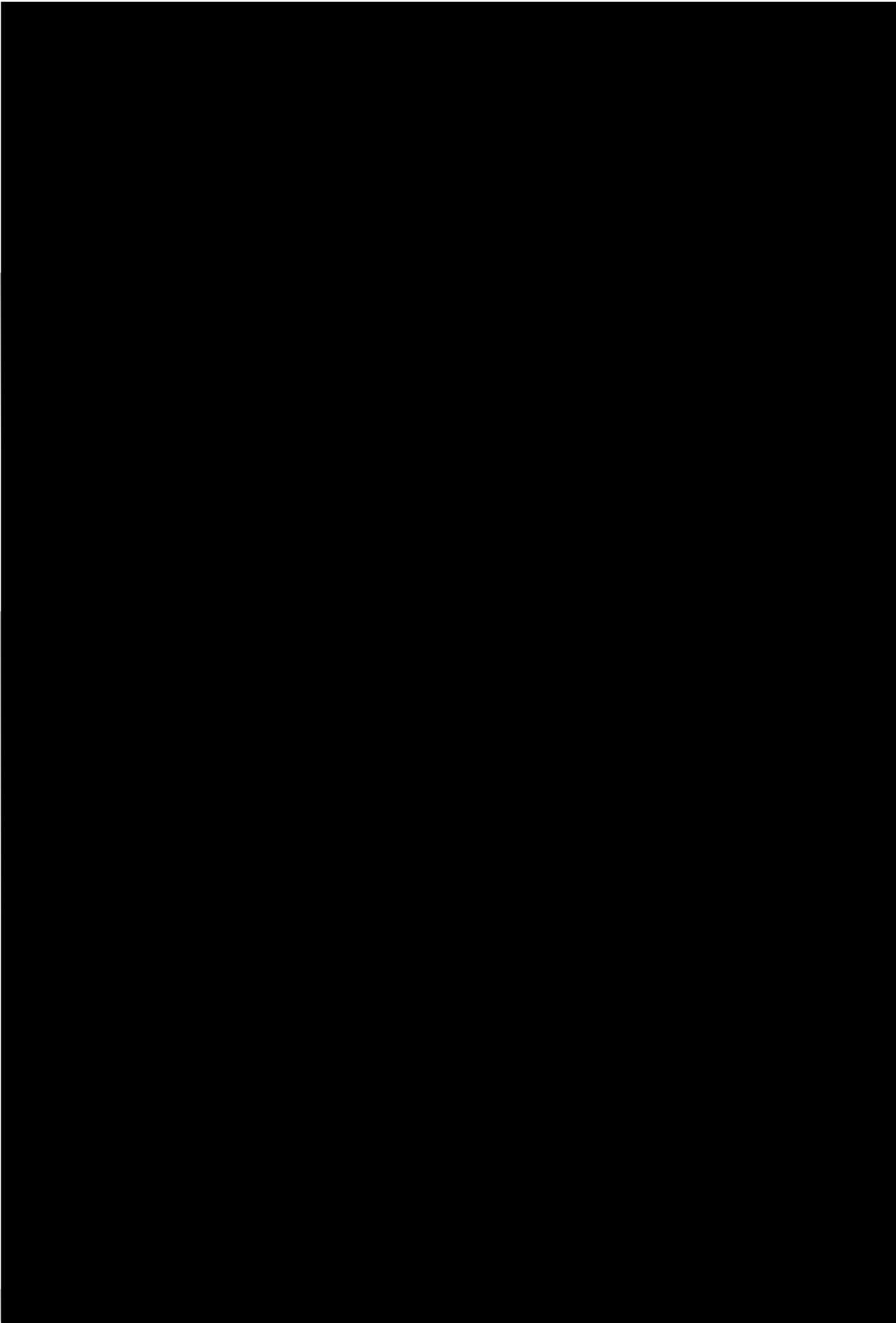


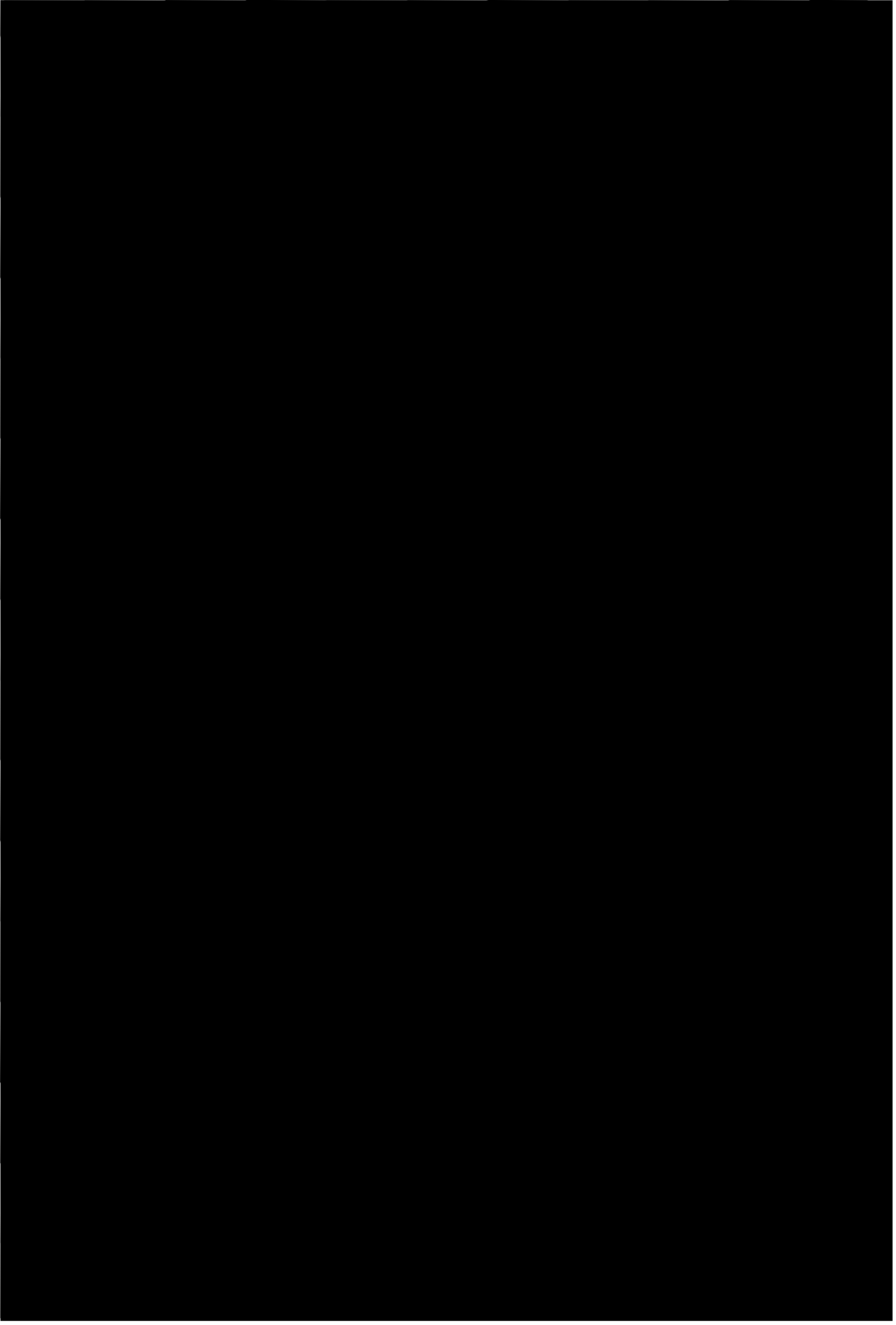


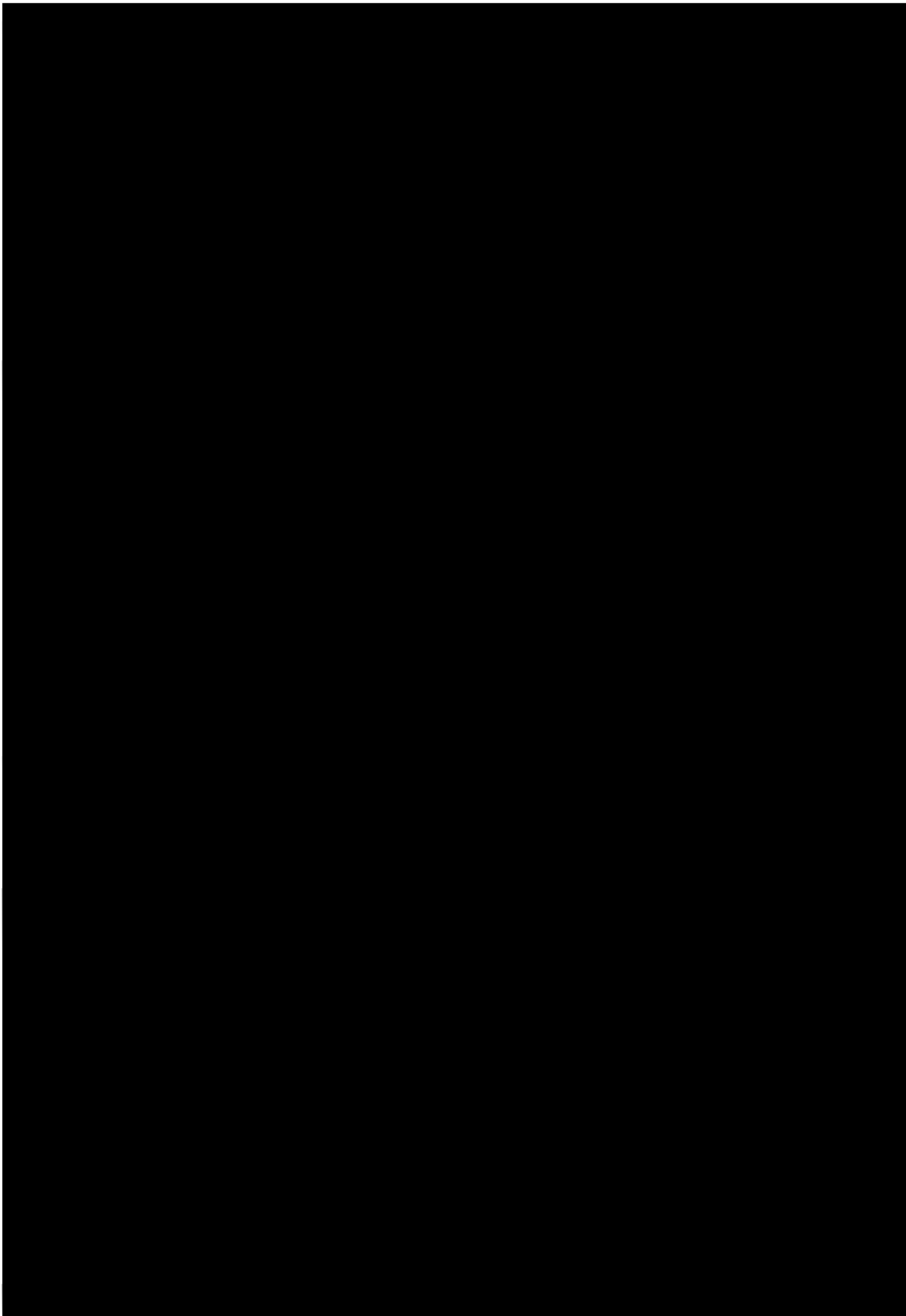


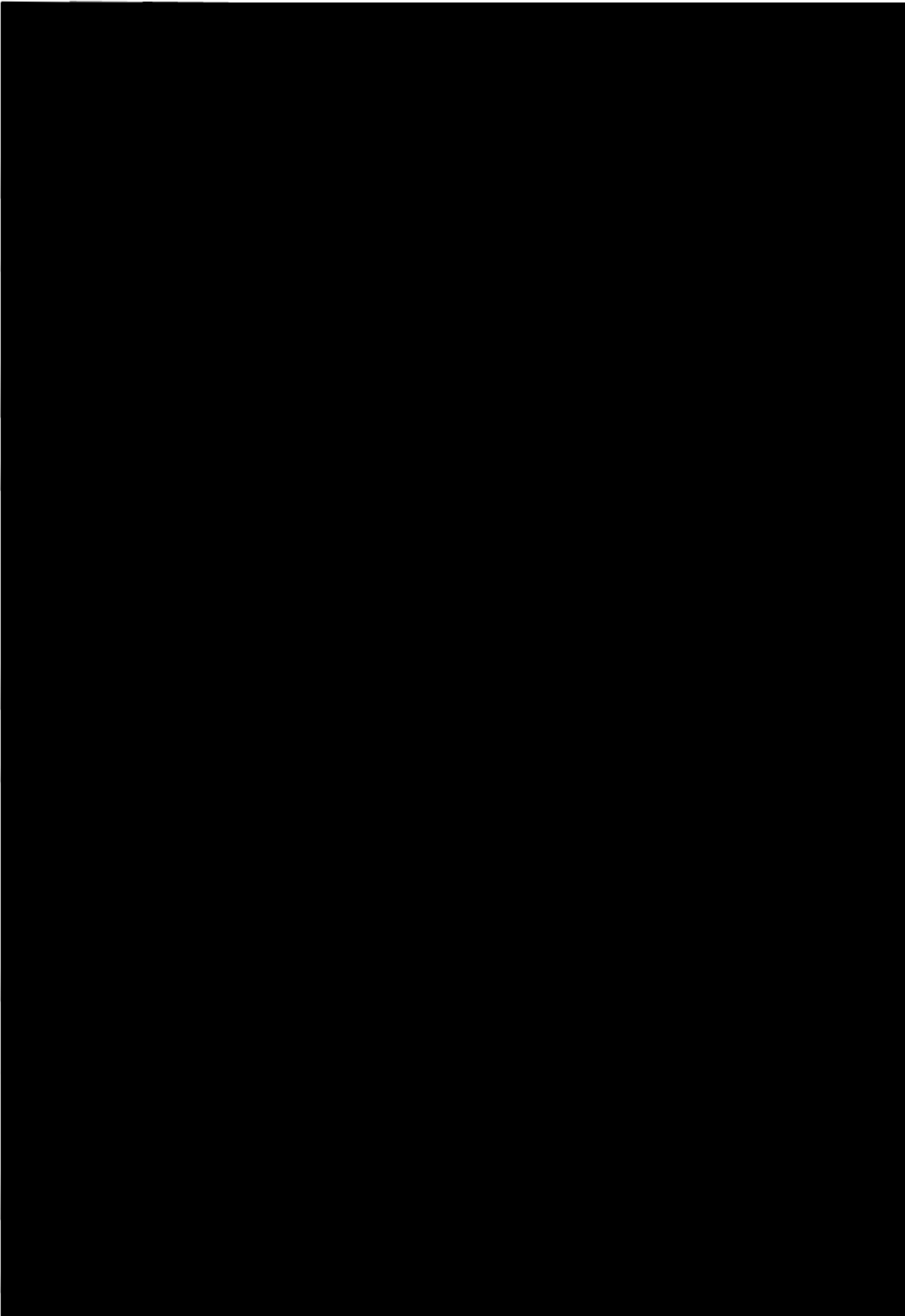
SCHEDULE 7











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

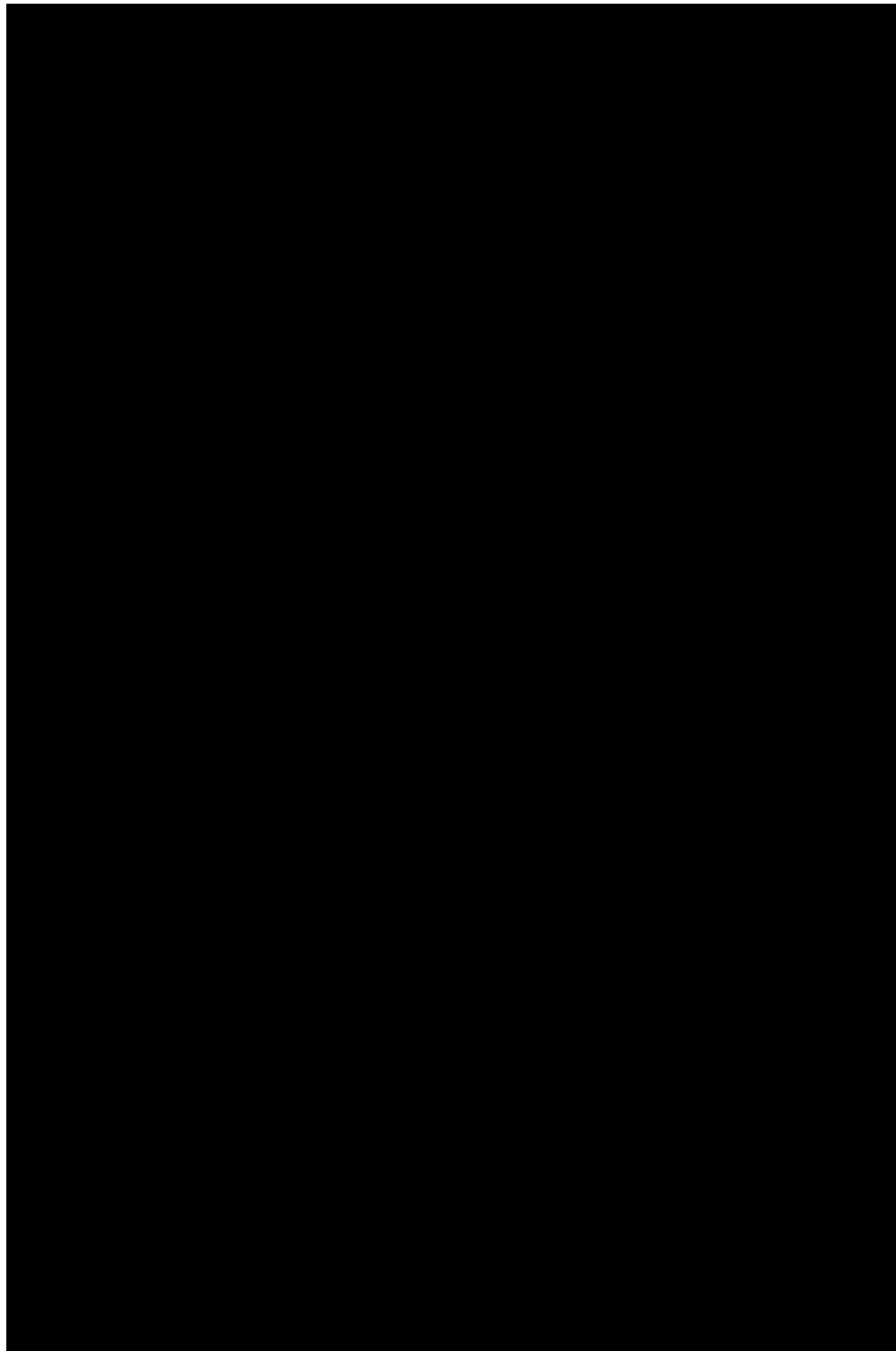
Plan 7 – Duct C

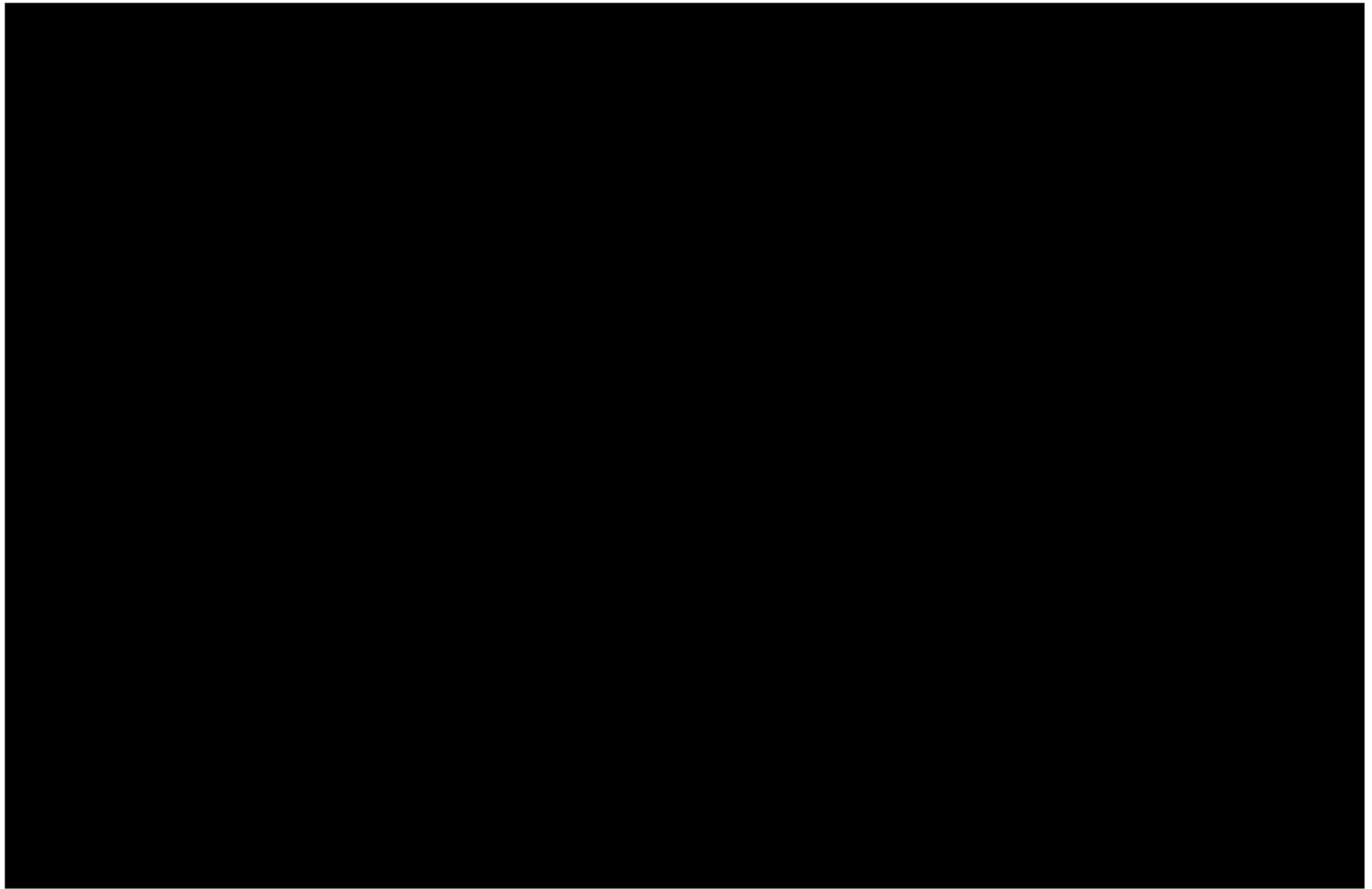
Plan 8 – Public access routes and spaces, and Restricted Areas

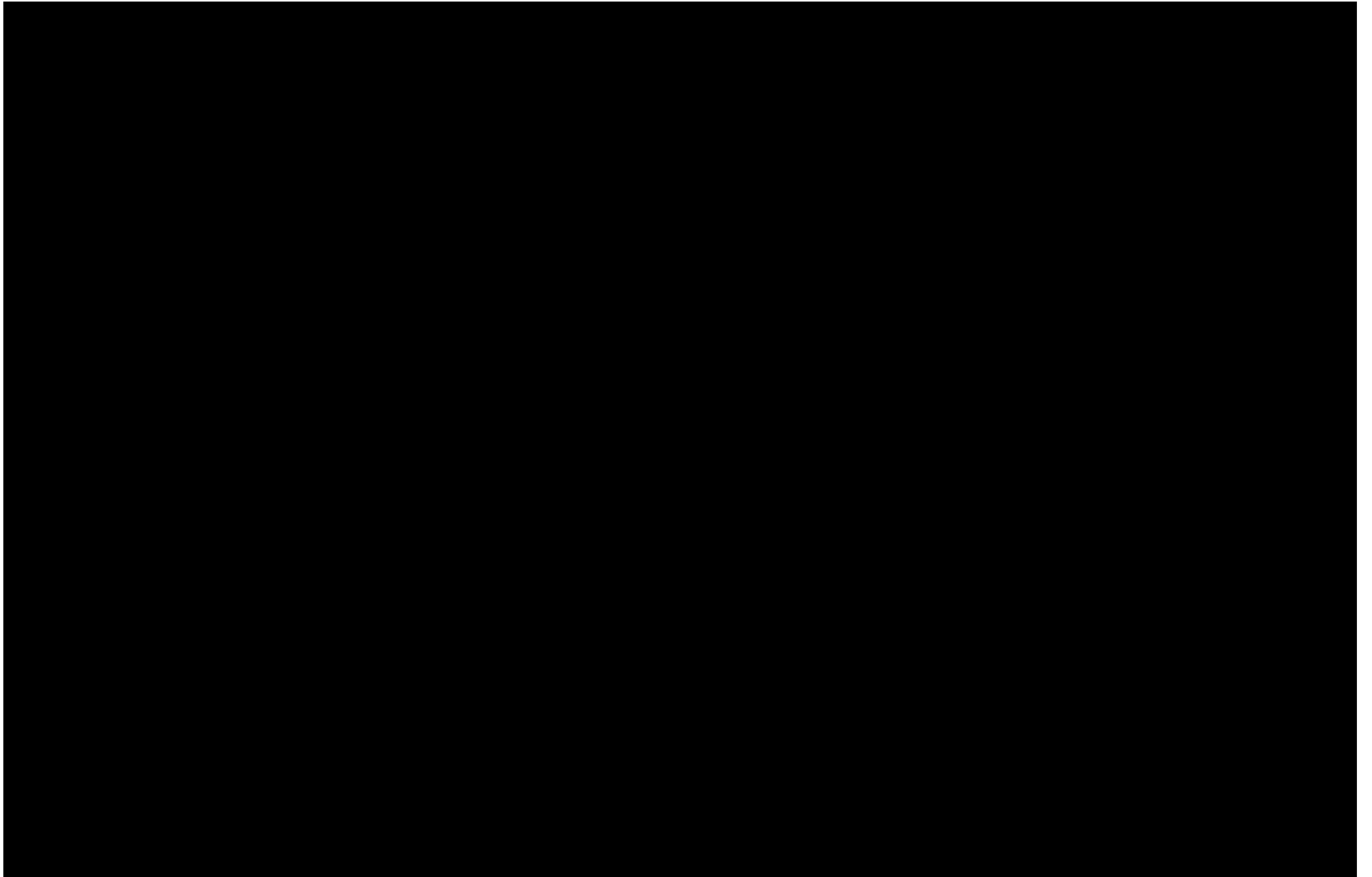
Plan 9 – LBC toilet blocks (?)

APPENDIX 3

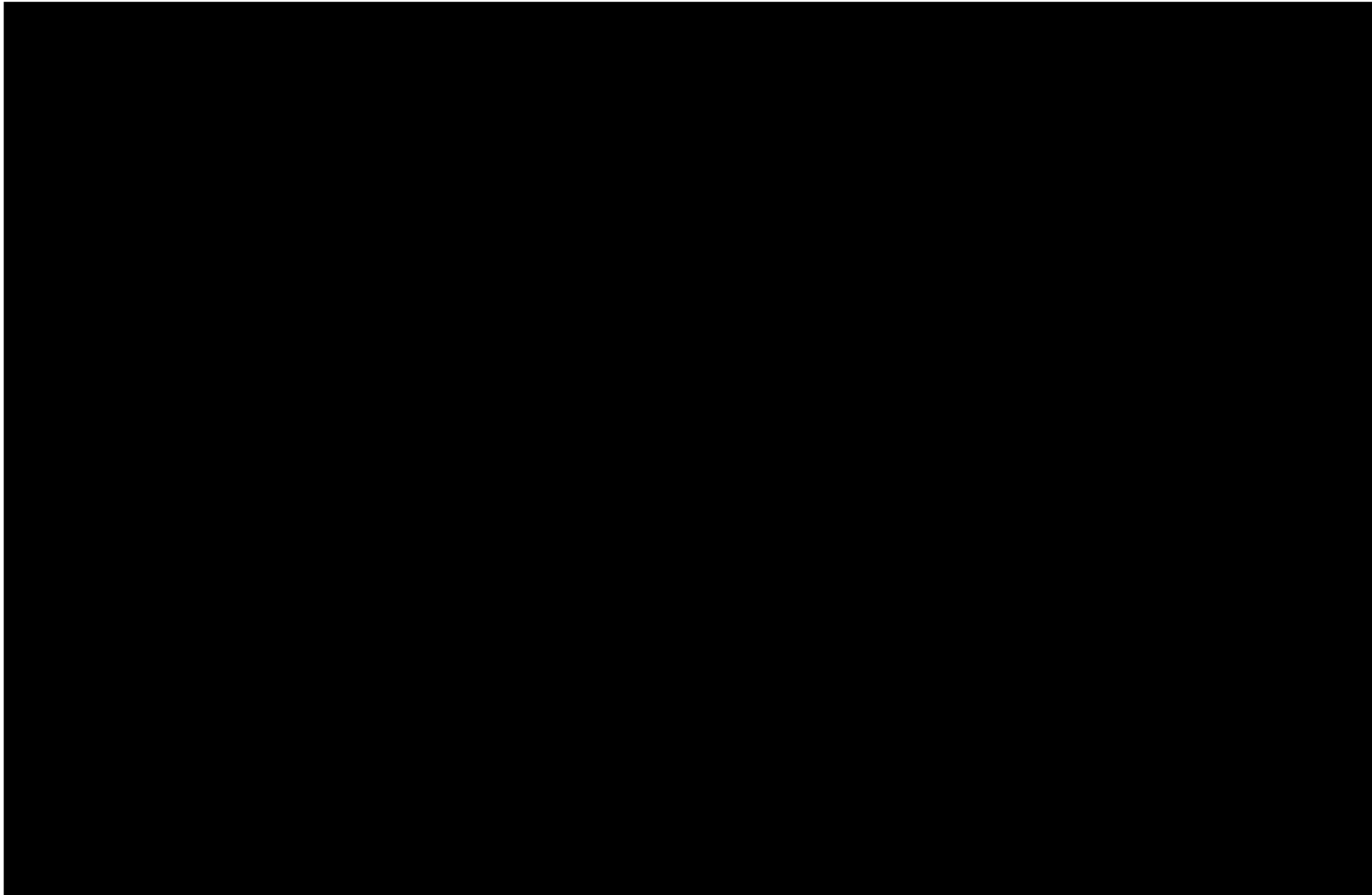
Letting Strategy

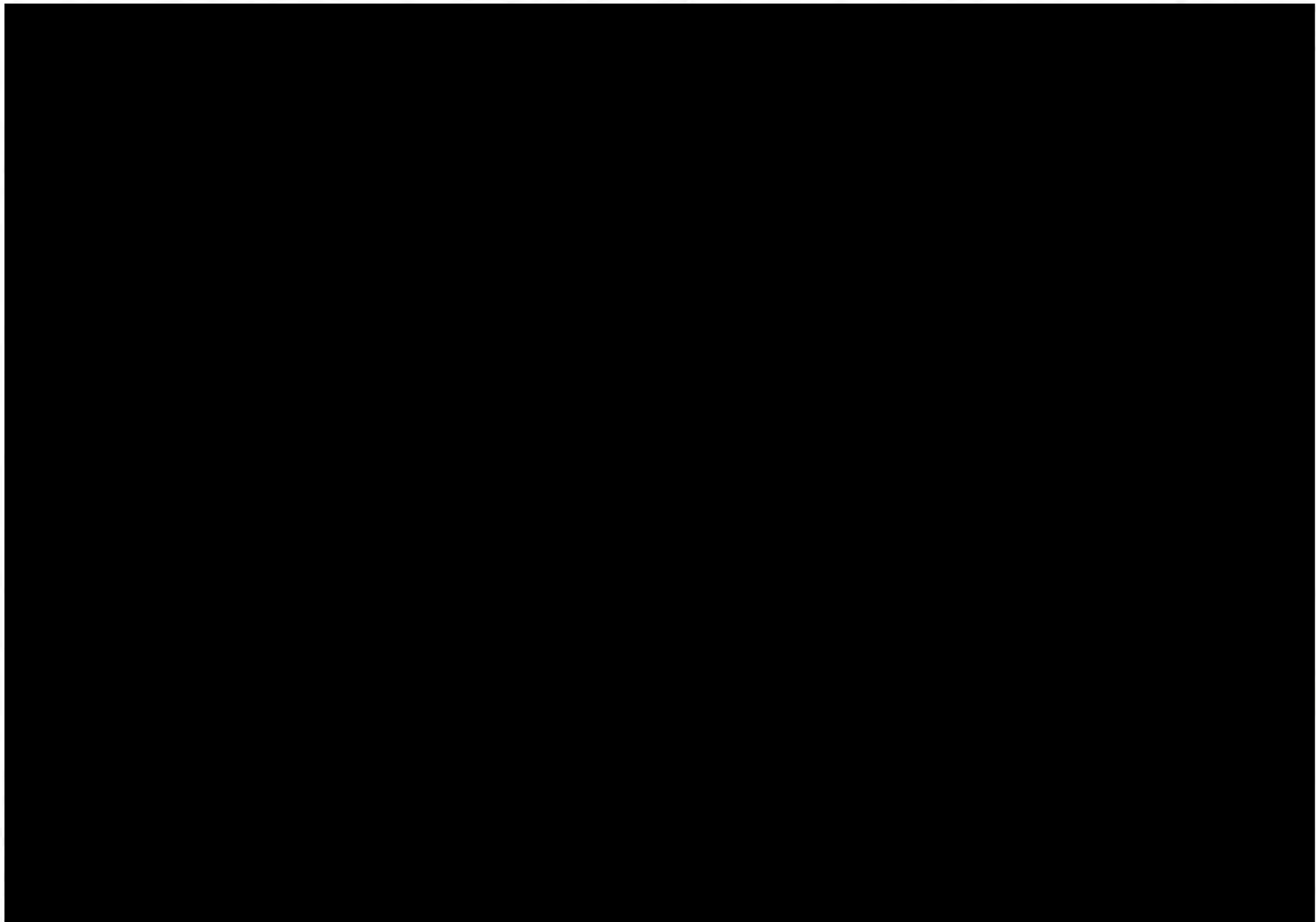


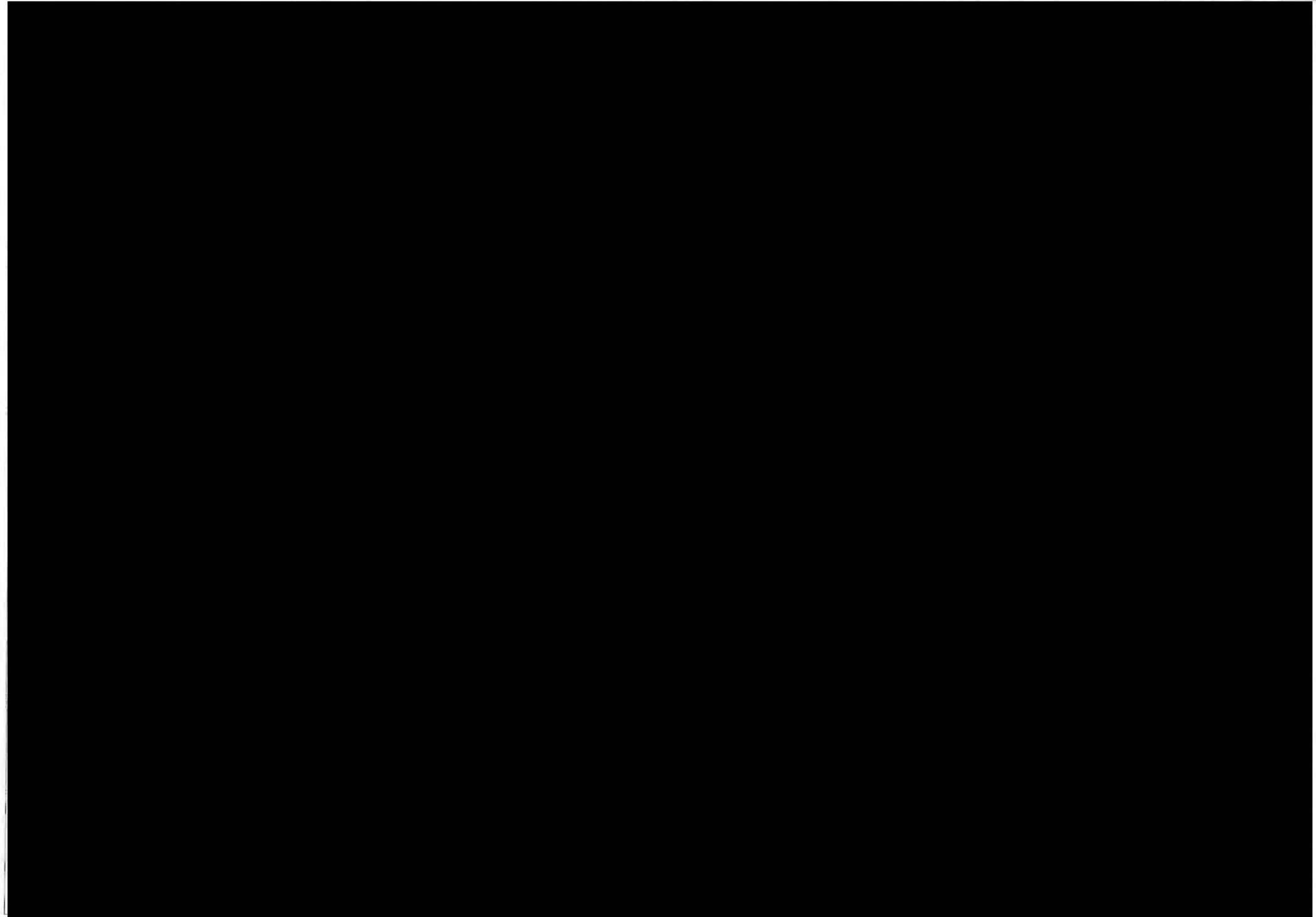


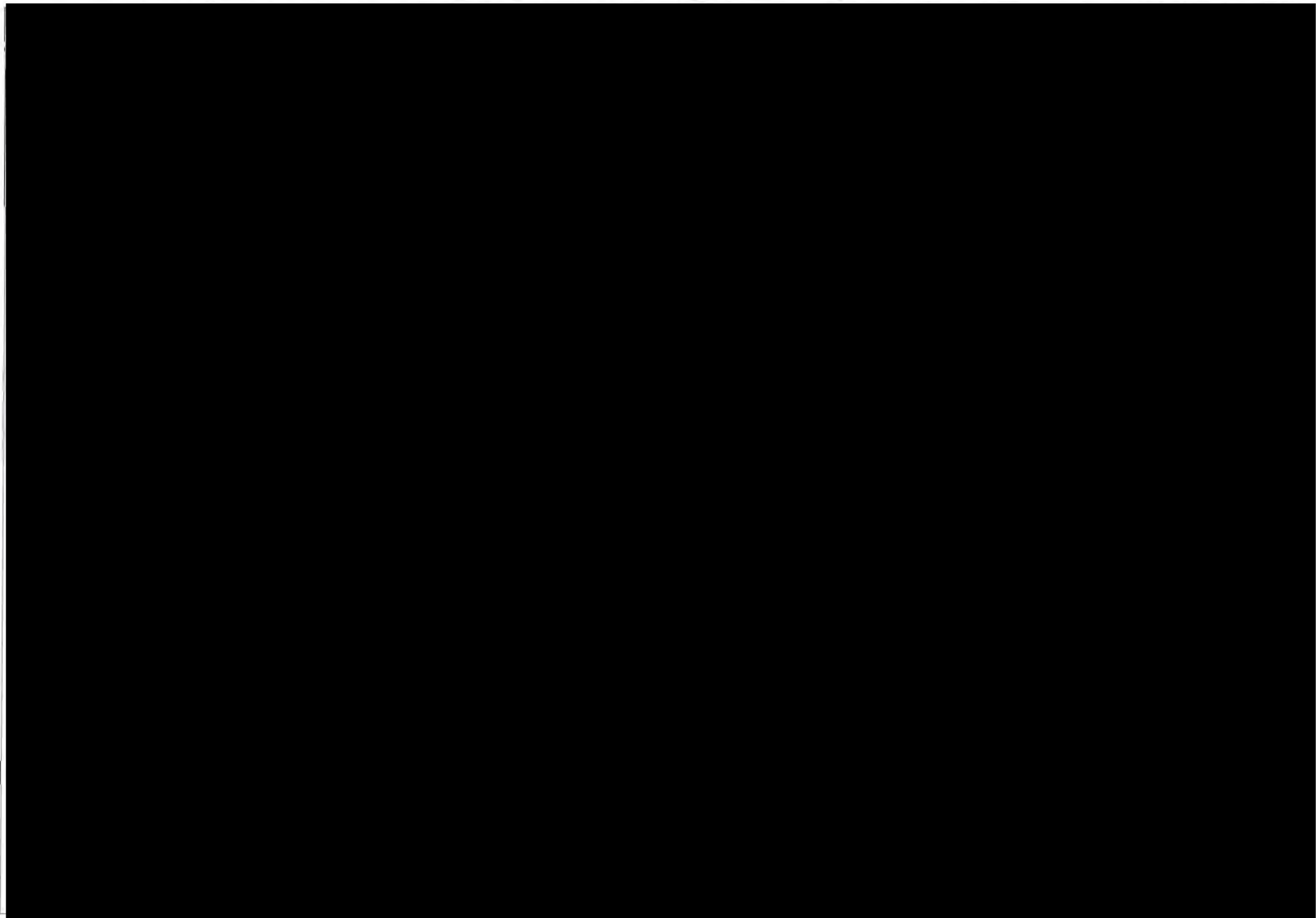


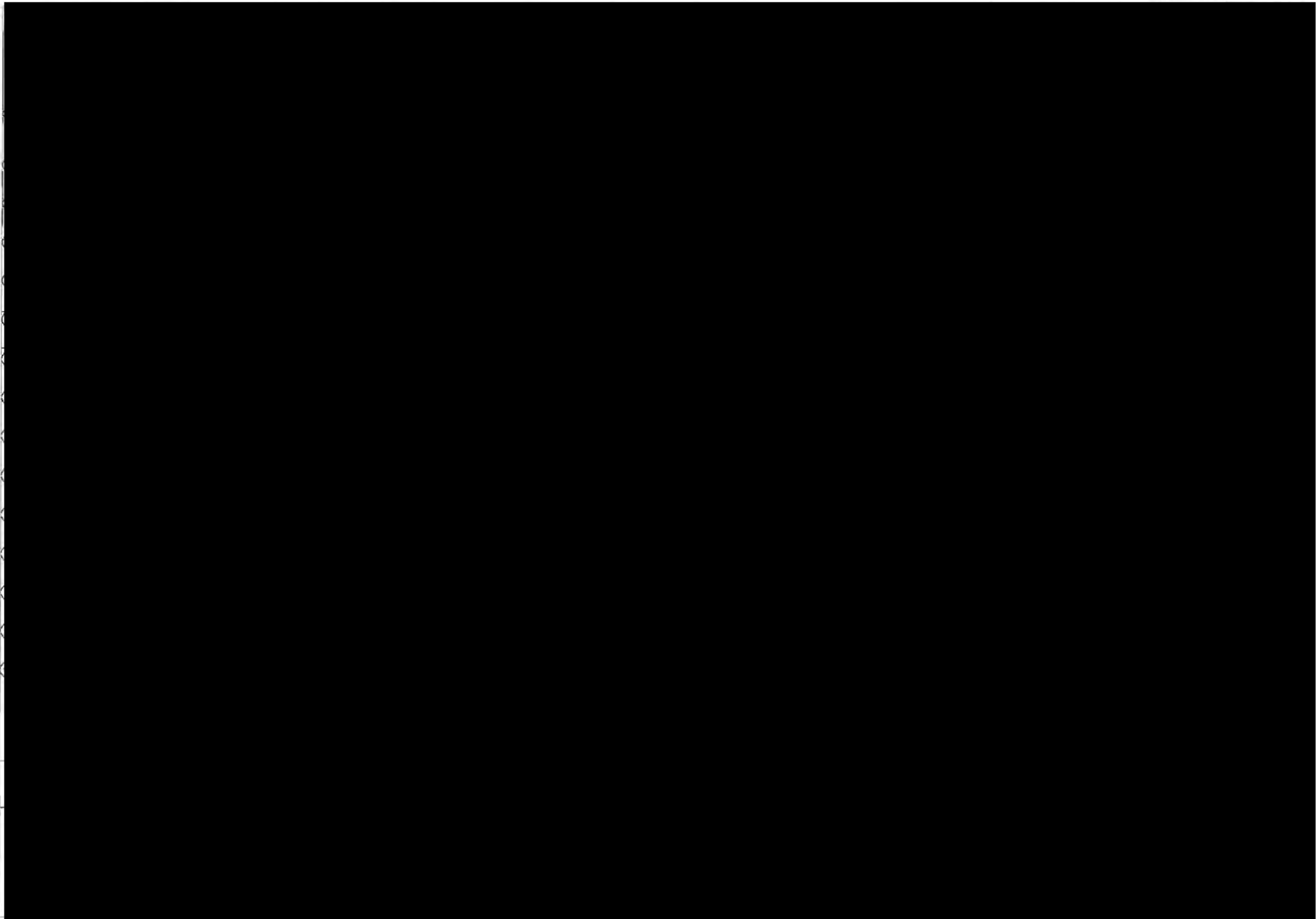




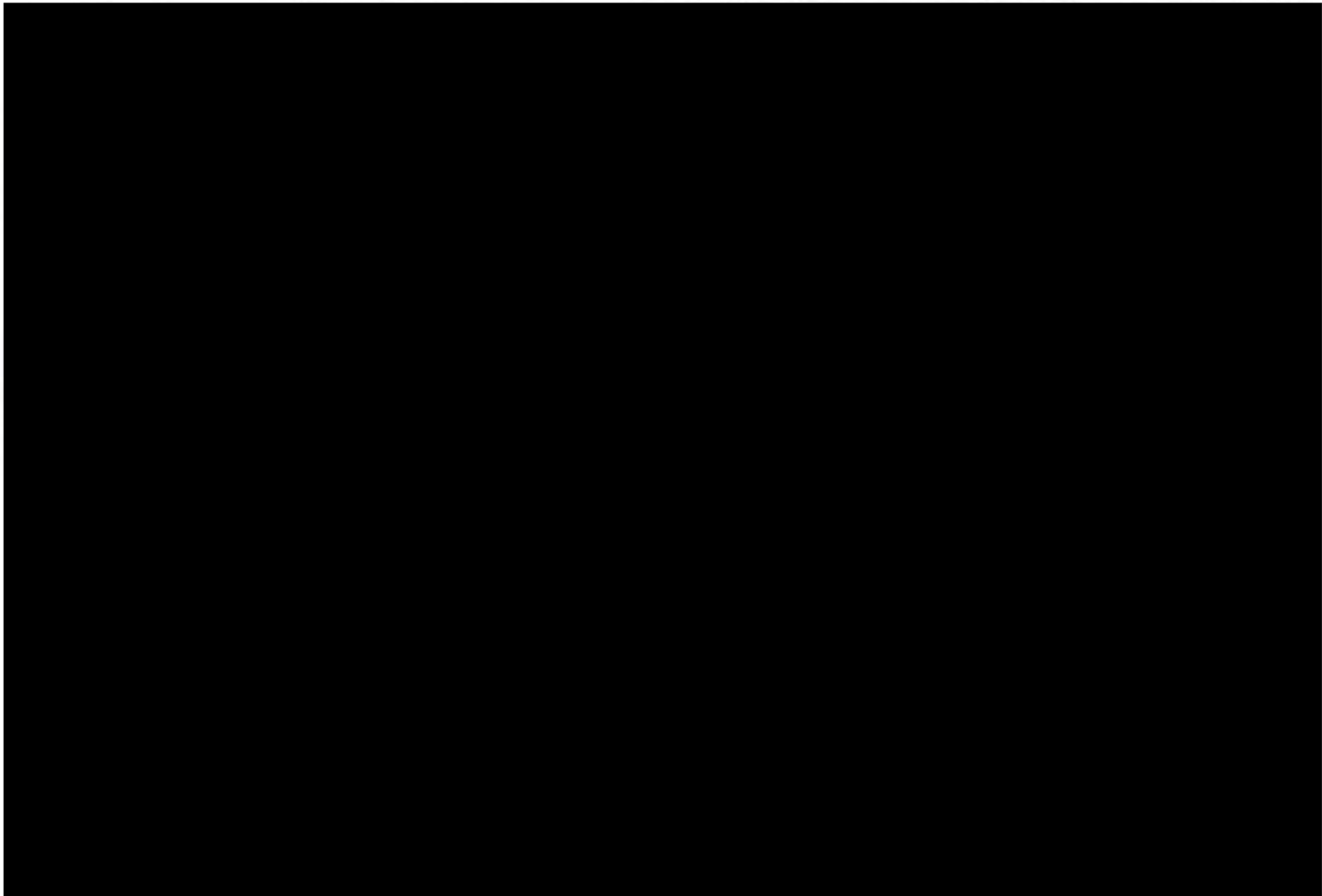


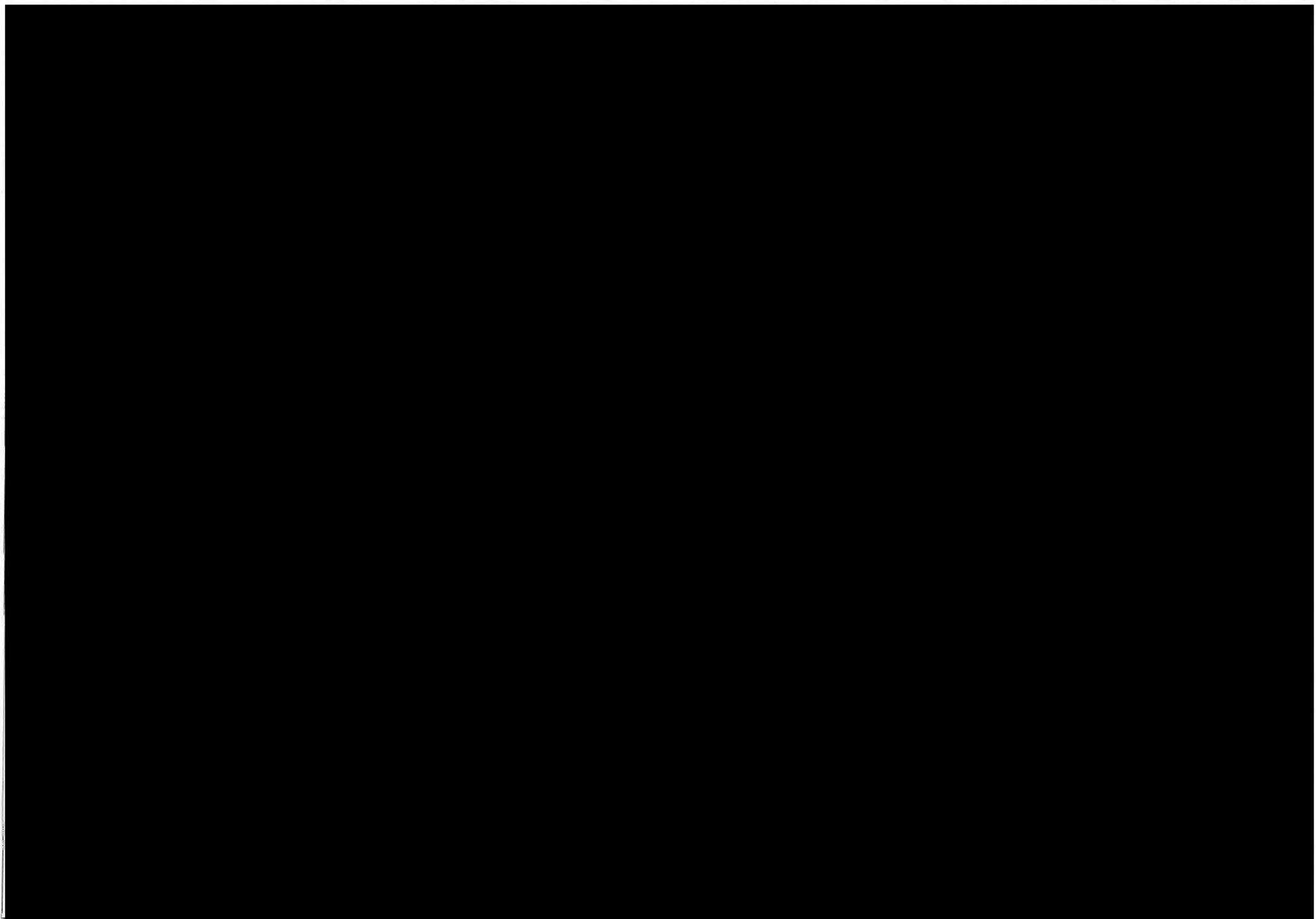


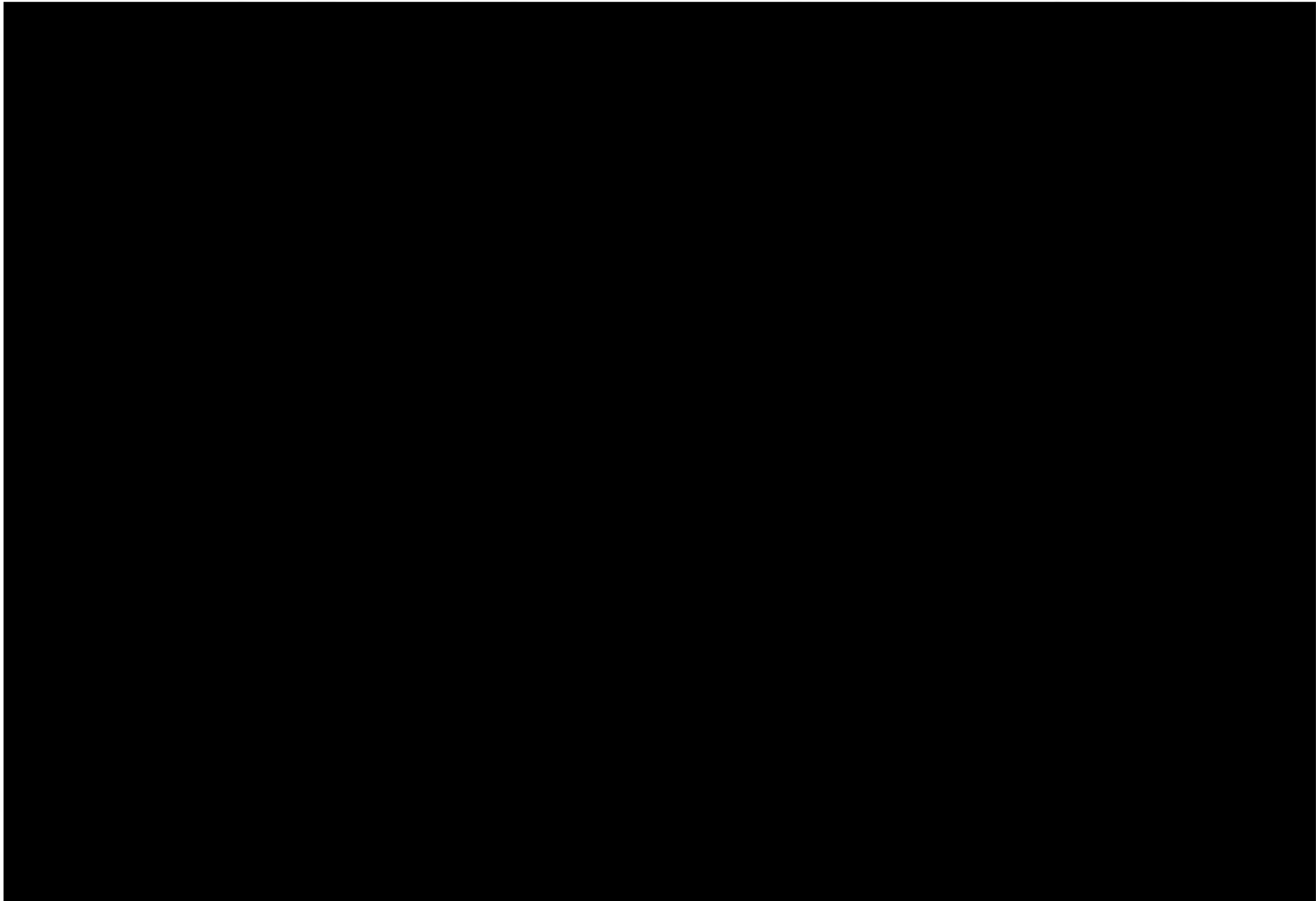


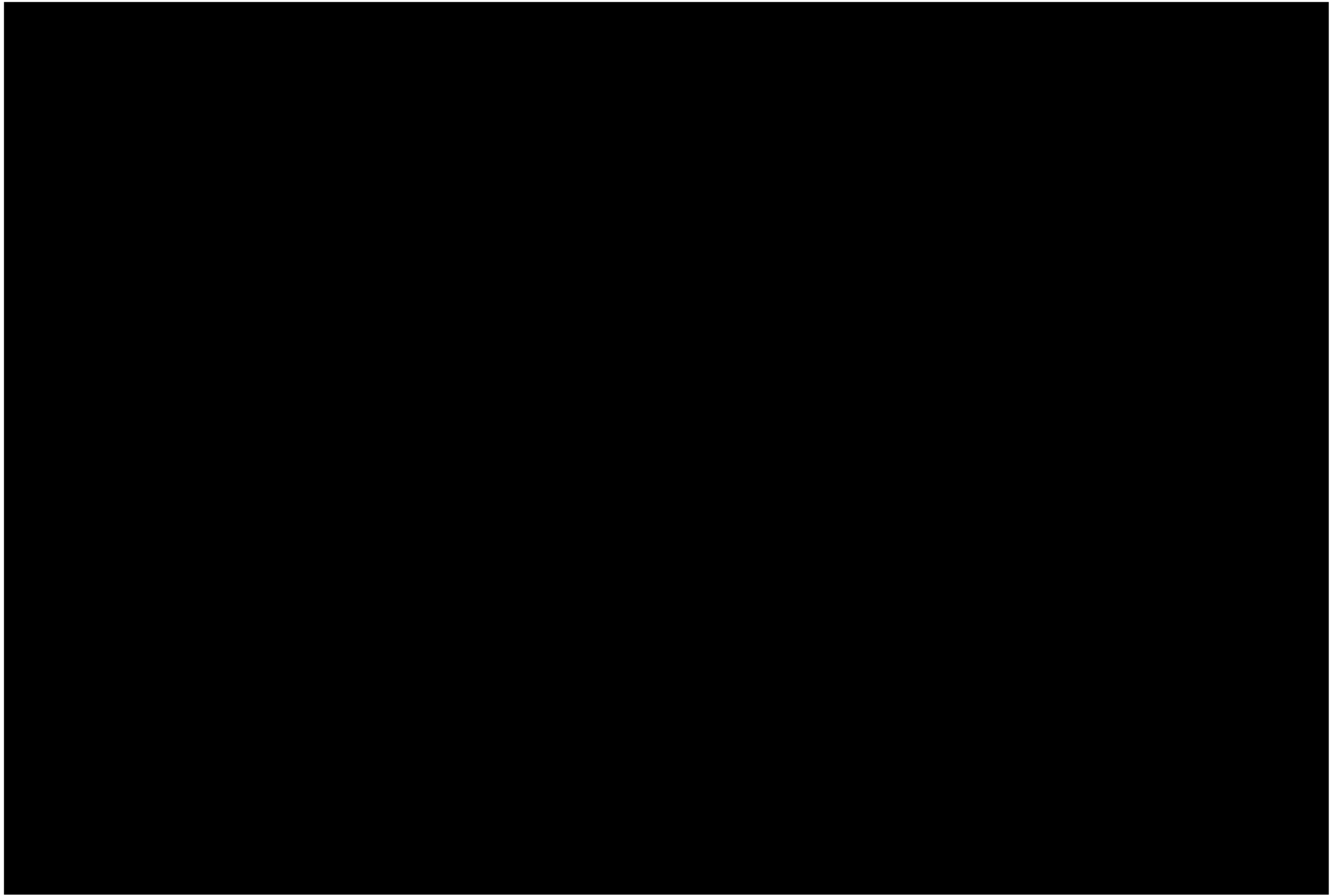


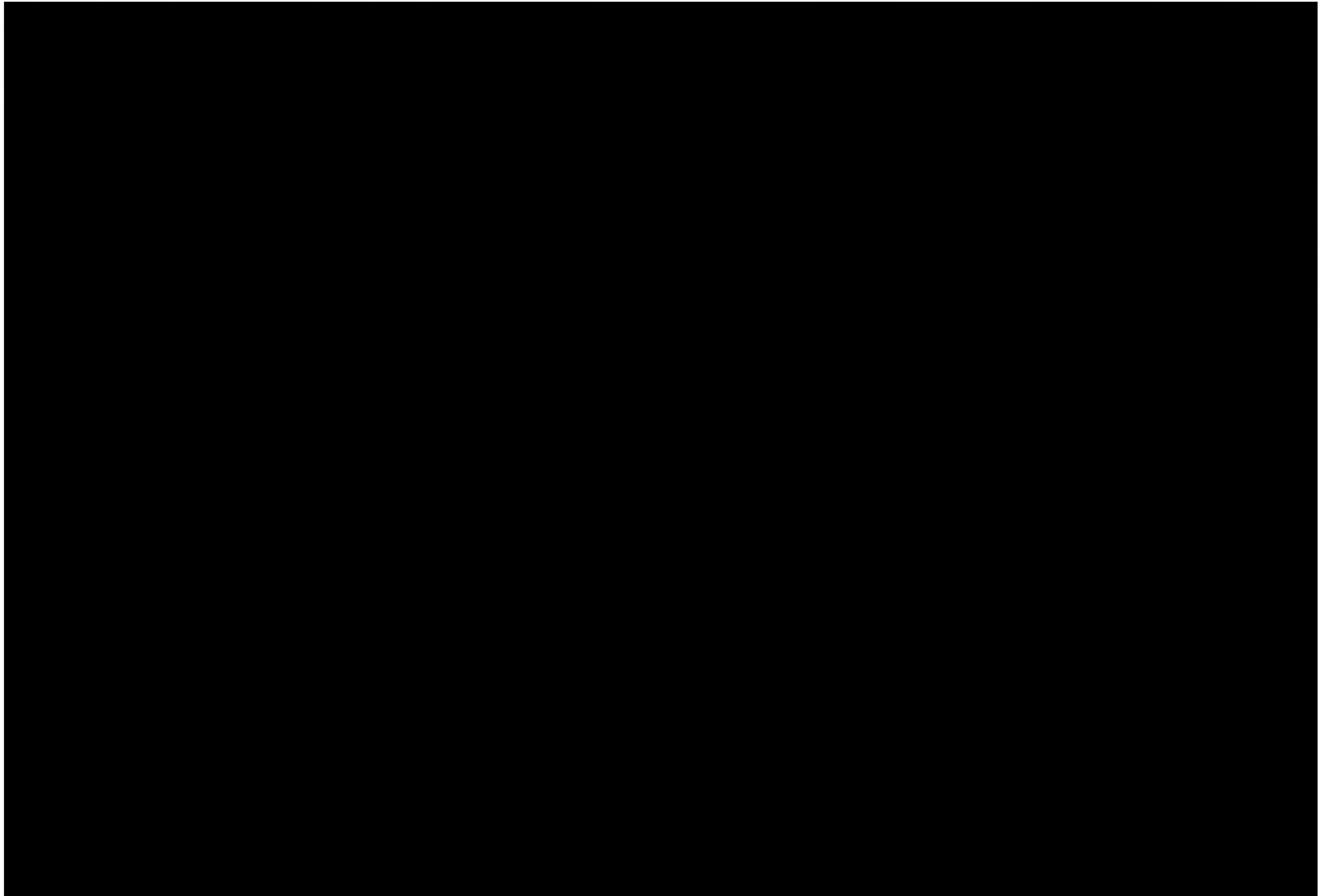


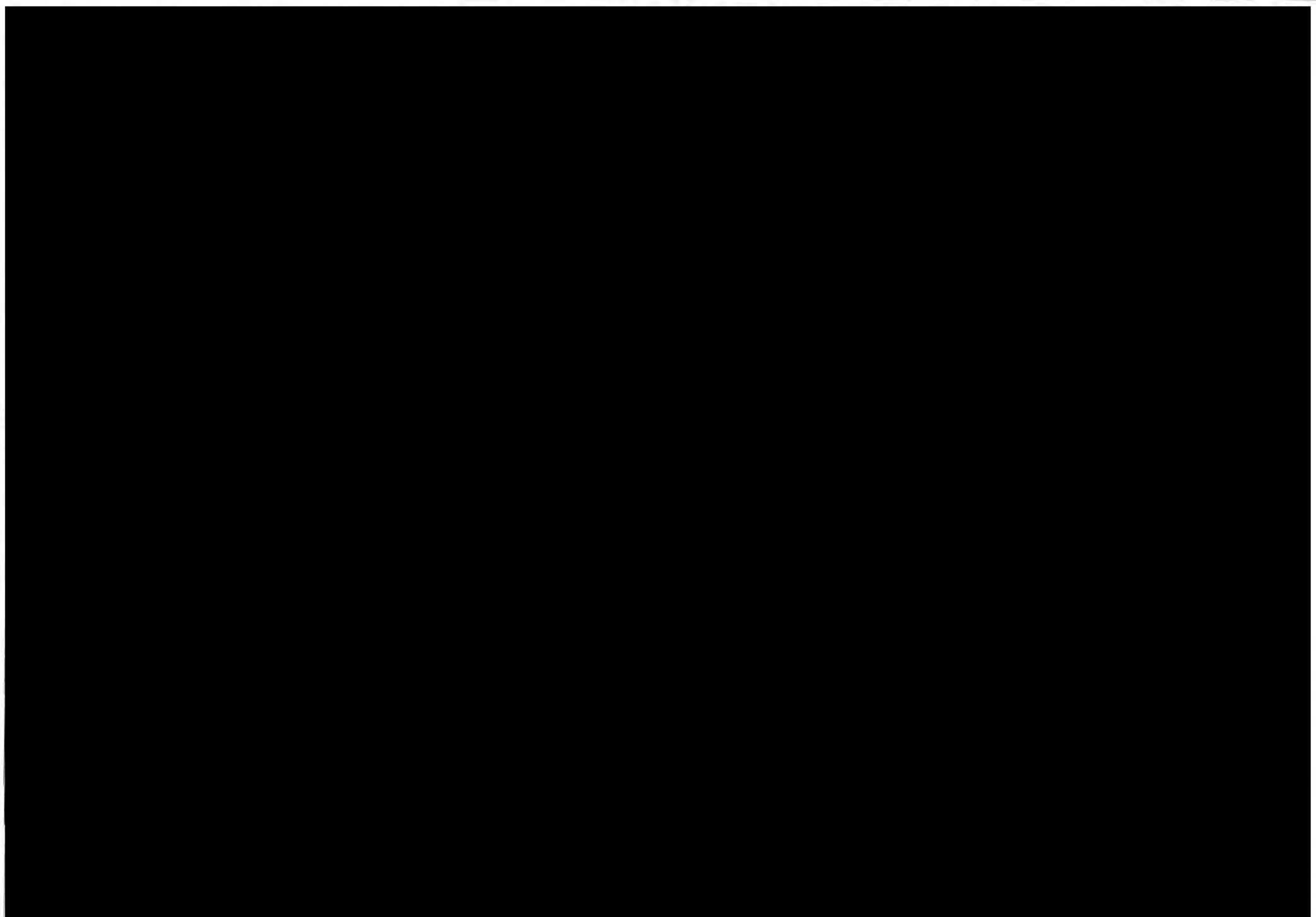


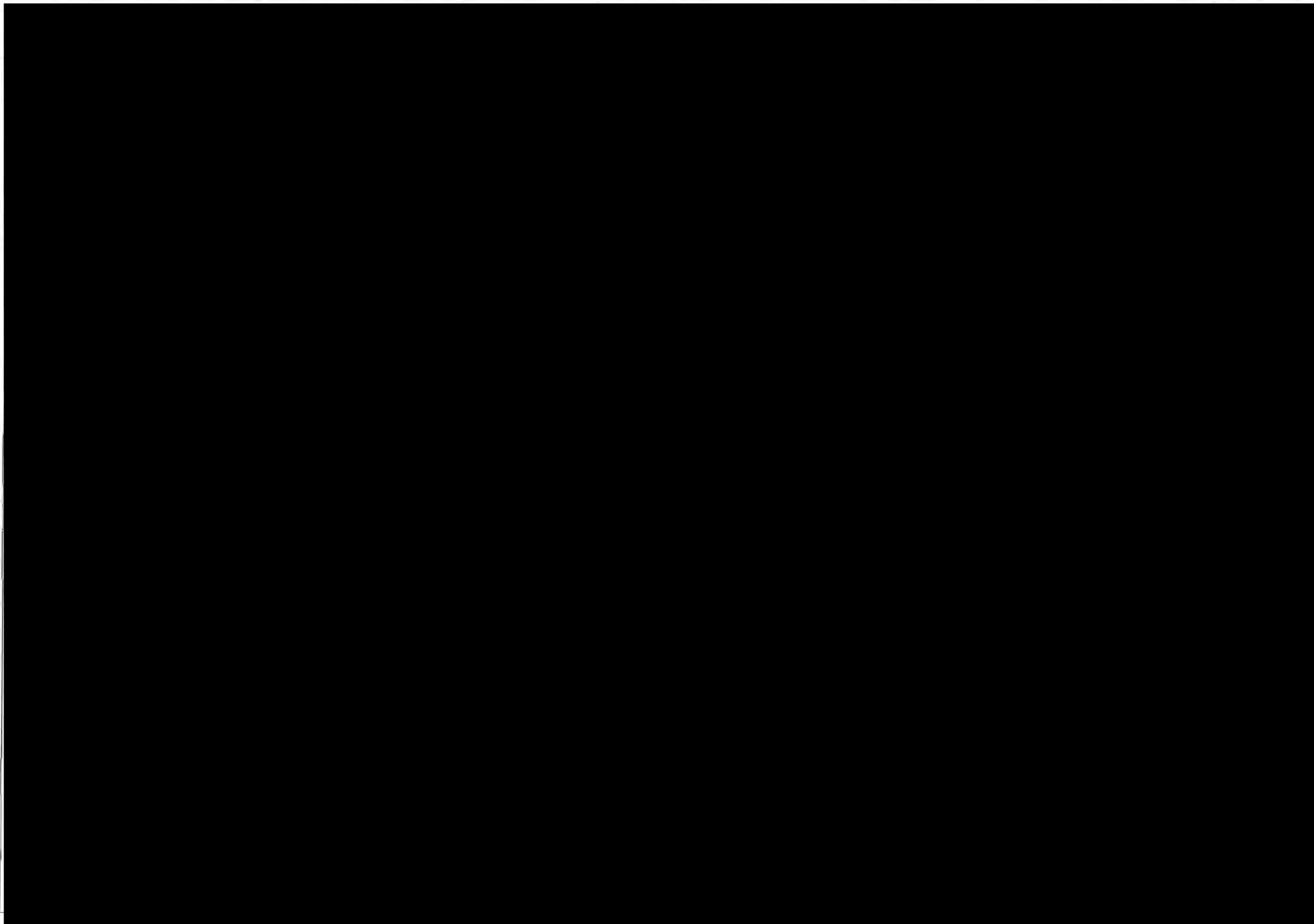


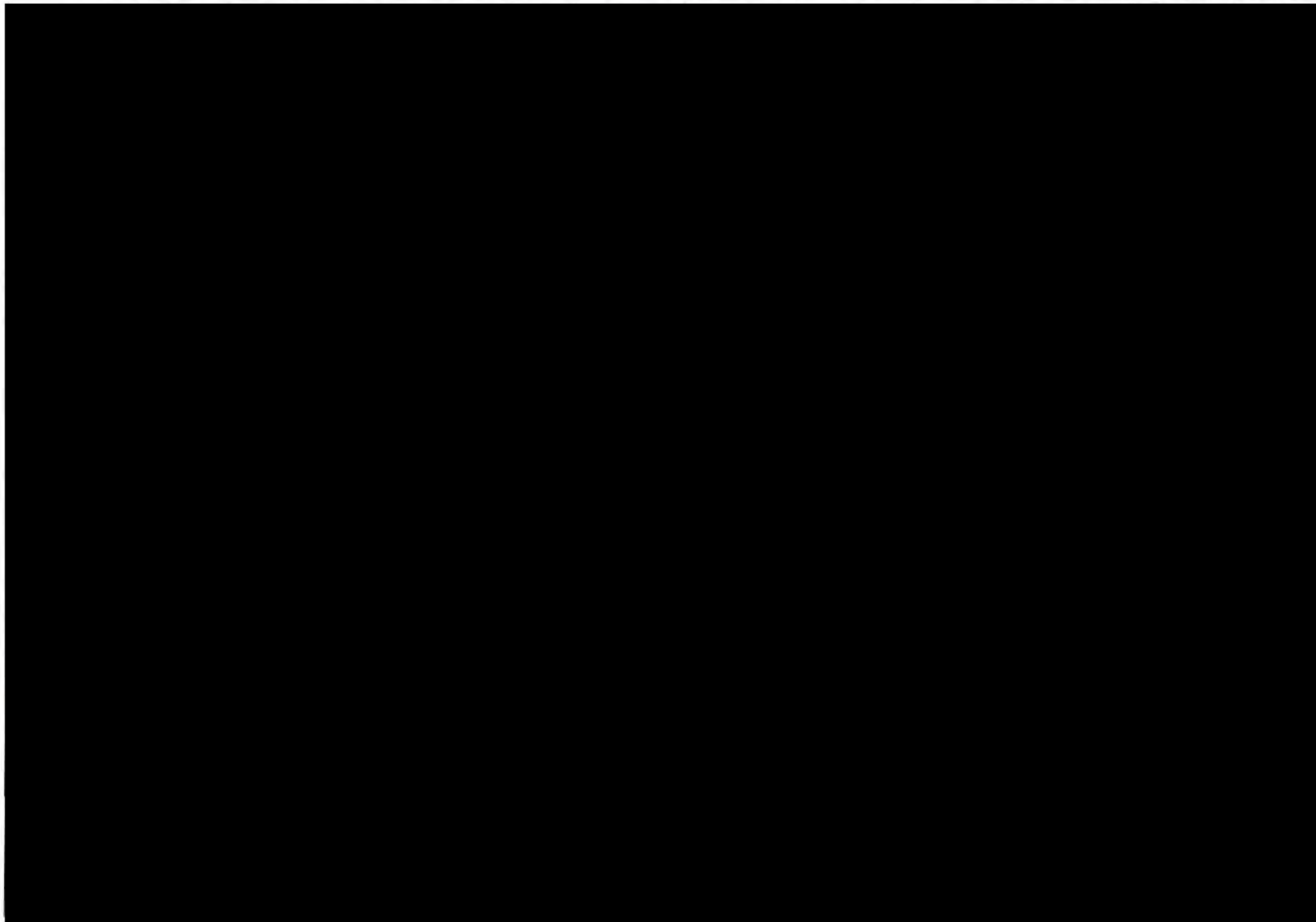


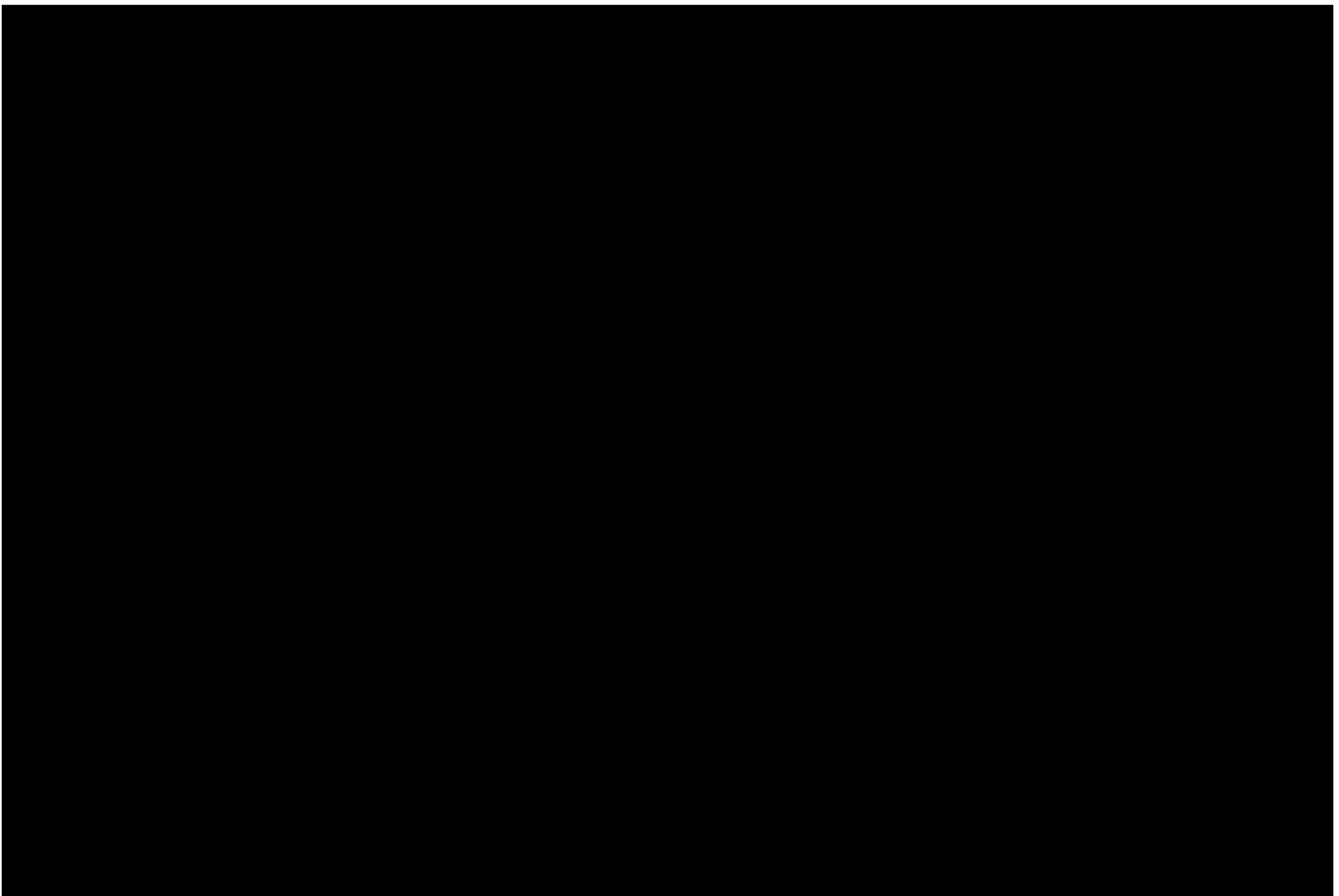


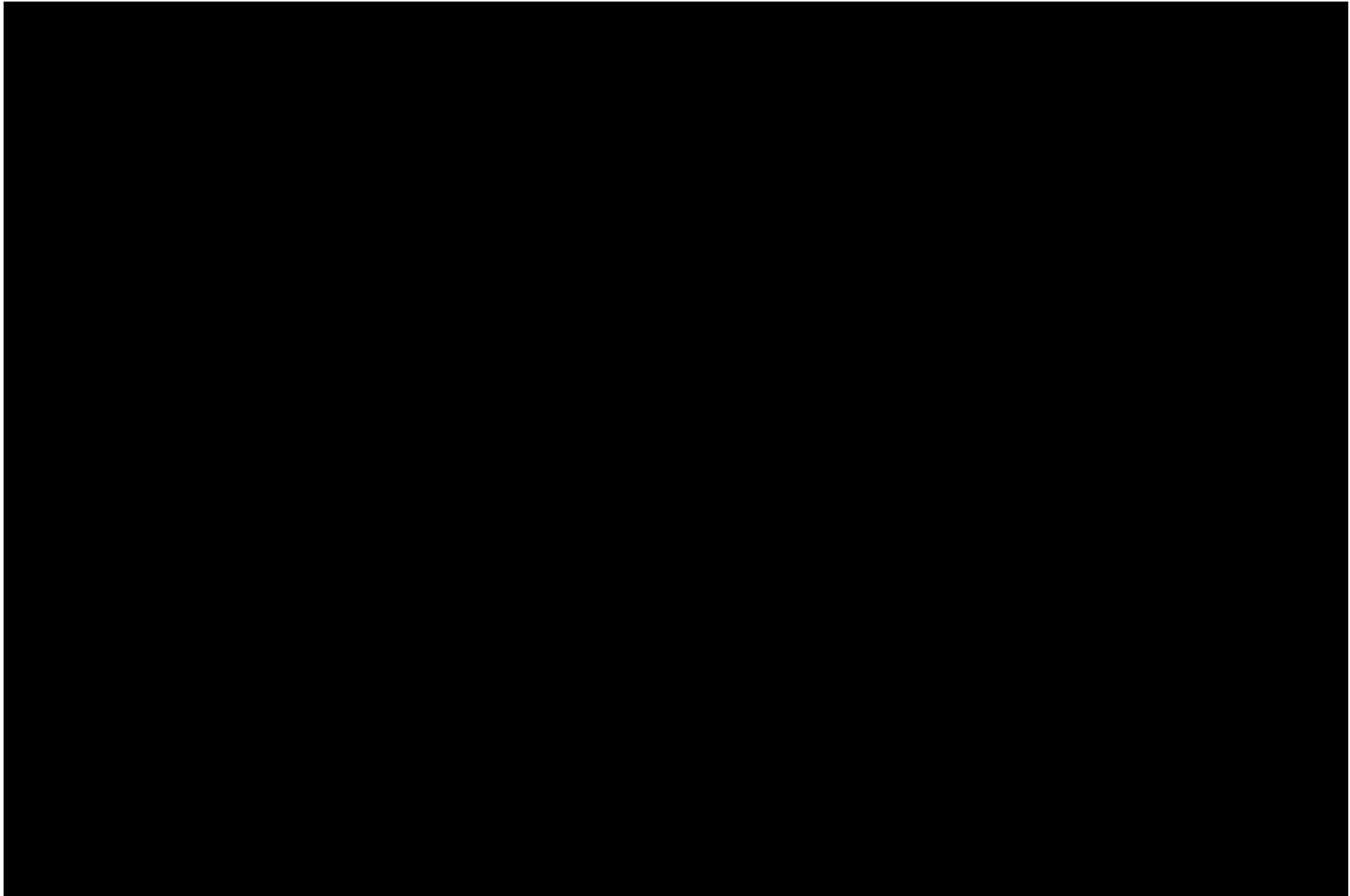




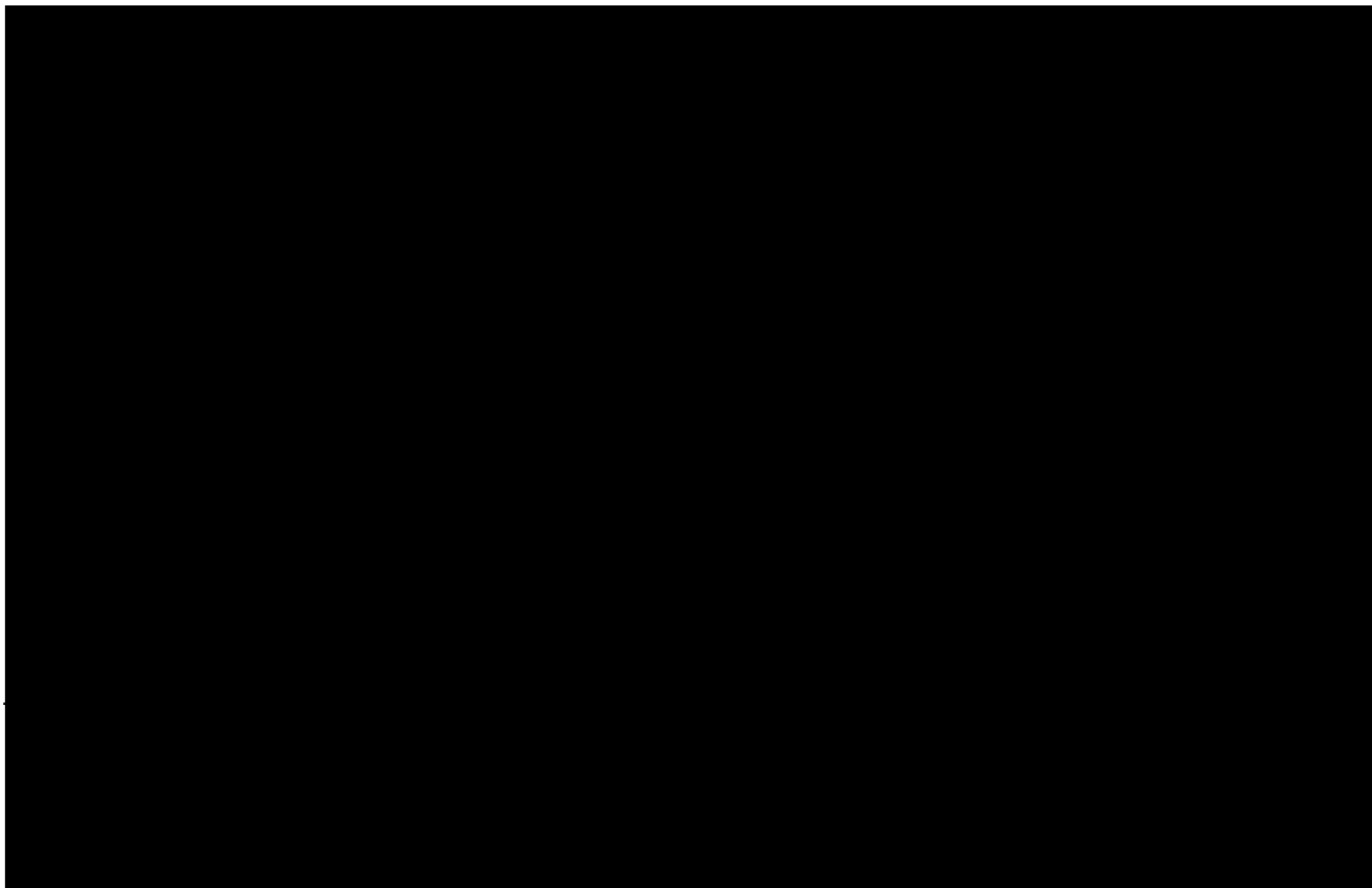


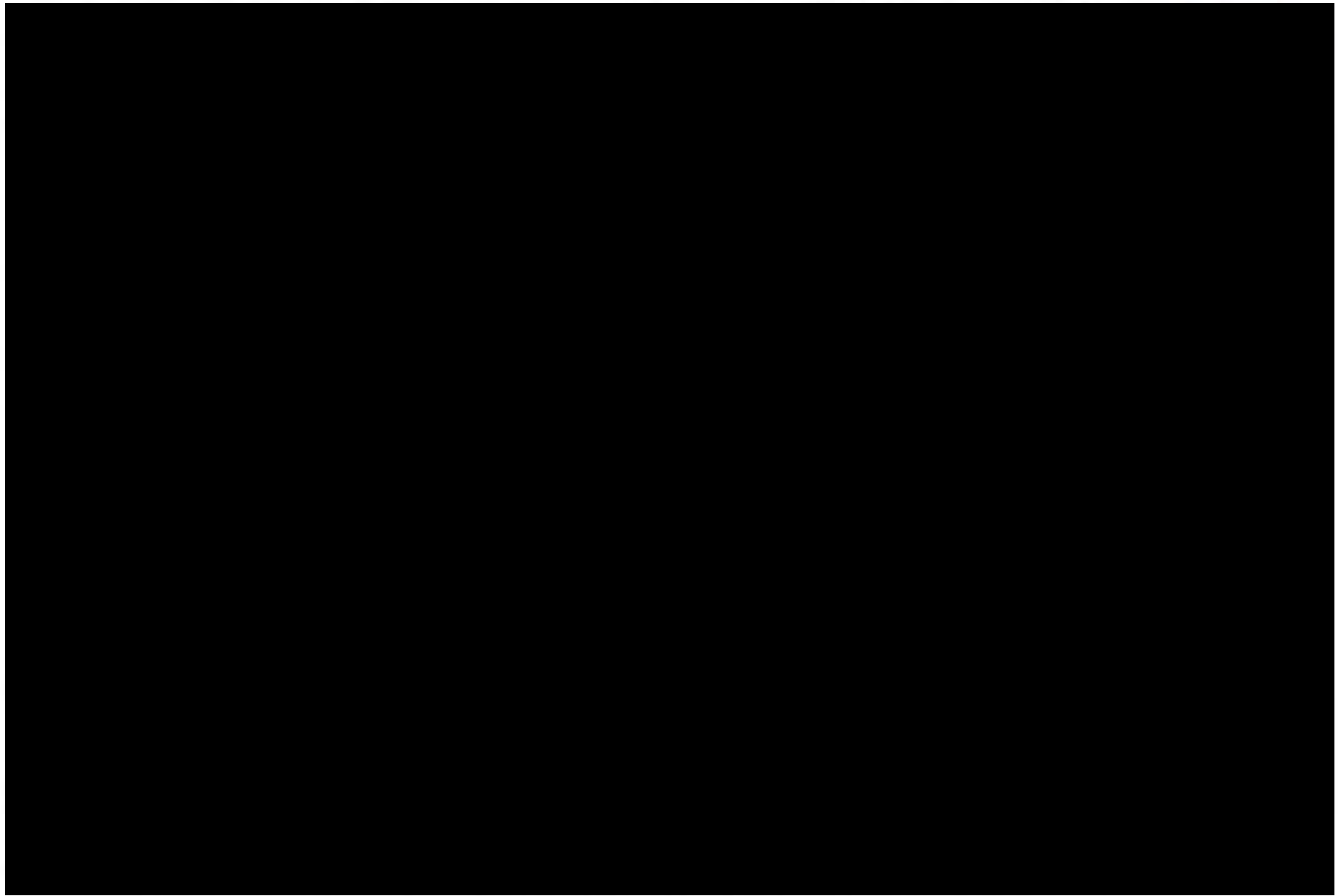














Dated

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.

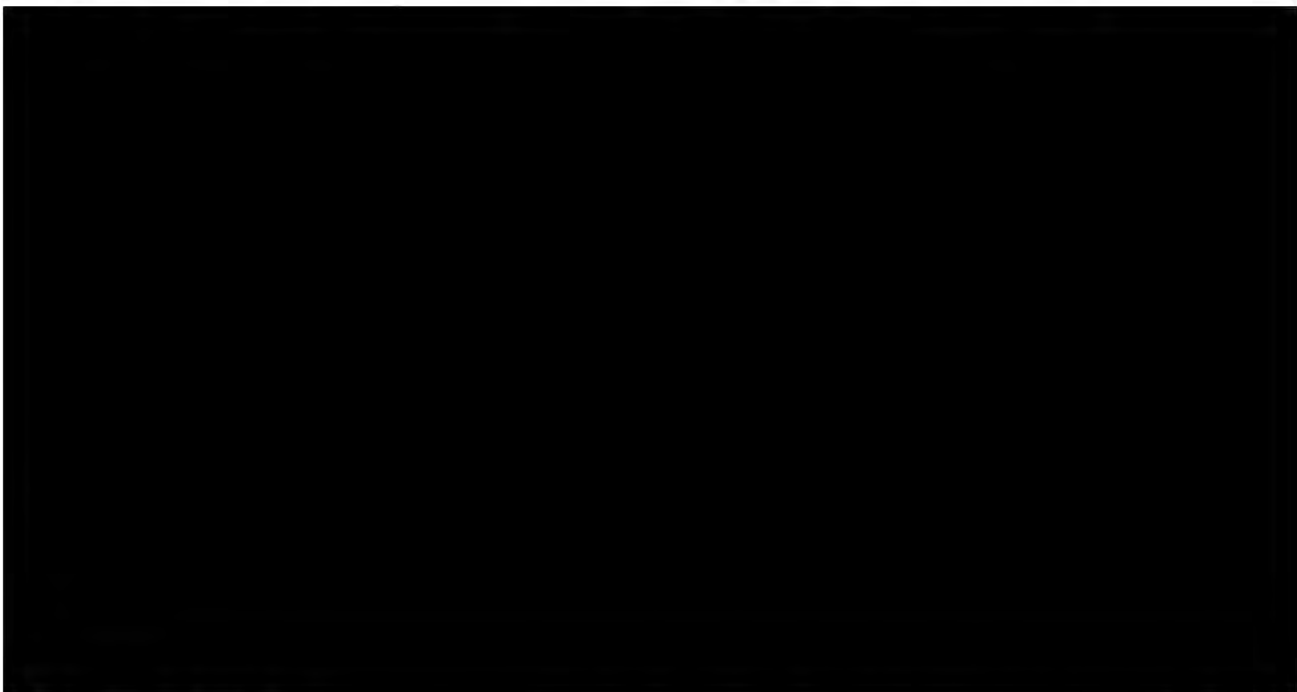
Funder a funder providing finance to the Licensee in respect of the Site (or any part of the Site) and/or any works at the Site to whom the Licensee has granted a charge in accordance with the terms of the Lease and whose identity has been notified to the Owner in



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**



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**.



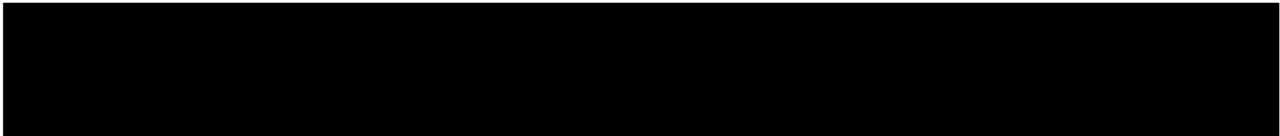
Payment Days 25 March, 24 June, 29 September and 25 December in each year.

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;

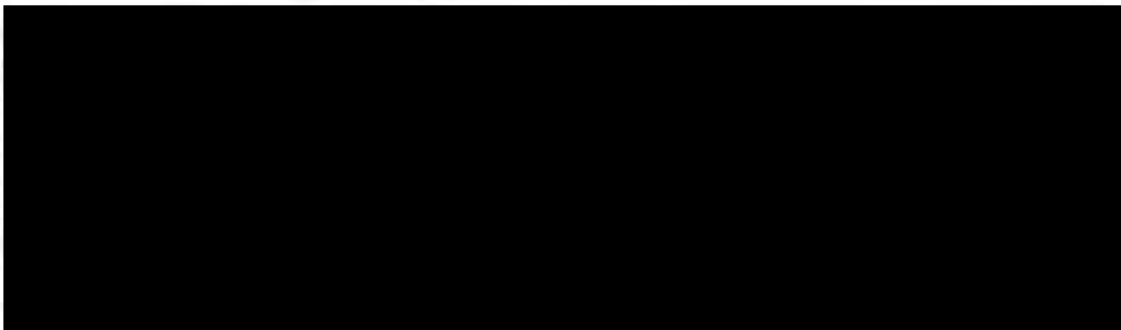
2.8.2 the proposed nominee is materially less able than the Licensee to comply with the Licensee's obligations in this Agreement;

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

2.13 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.

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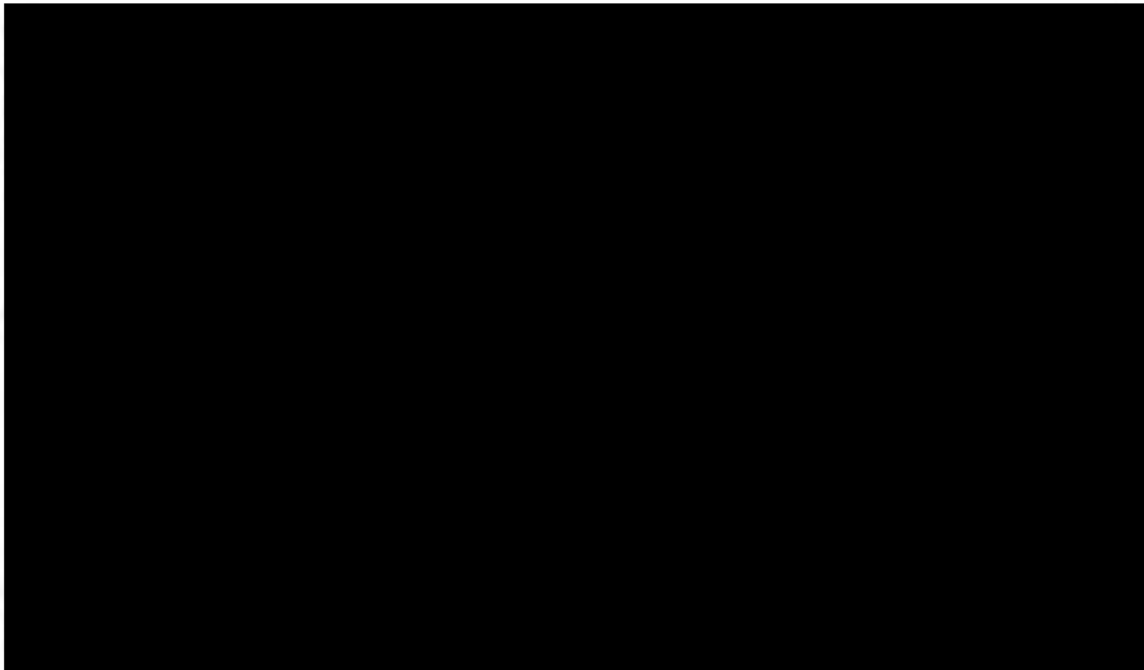
4.6

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4.10



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**

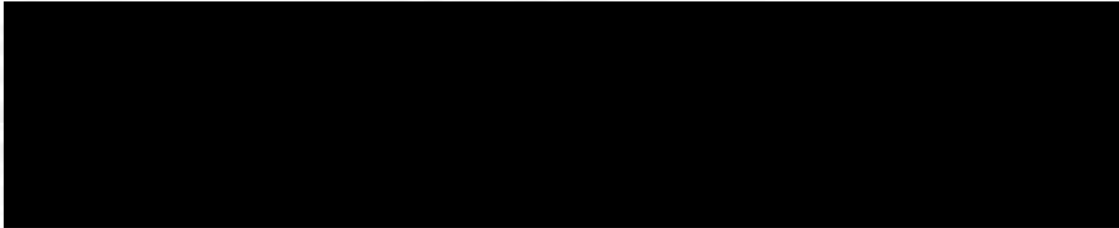
- 9.1 The Licensee is to comply with the requirements of all statutes and any regulations or by-laws made under them which affect a licensee of the Parking Spaces and is to indemnify the Owner against any failure to do so.
- 9.2 If the Licensee receives any notice, order or direction from the local or 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.



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:

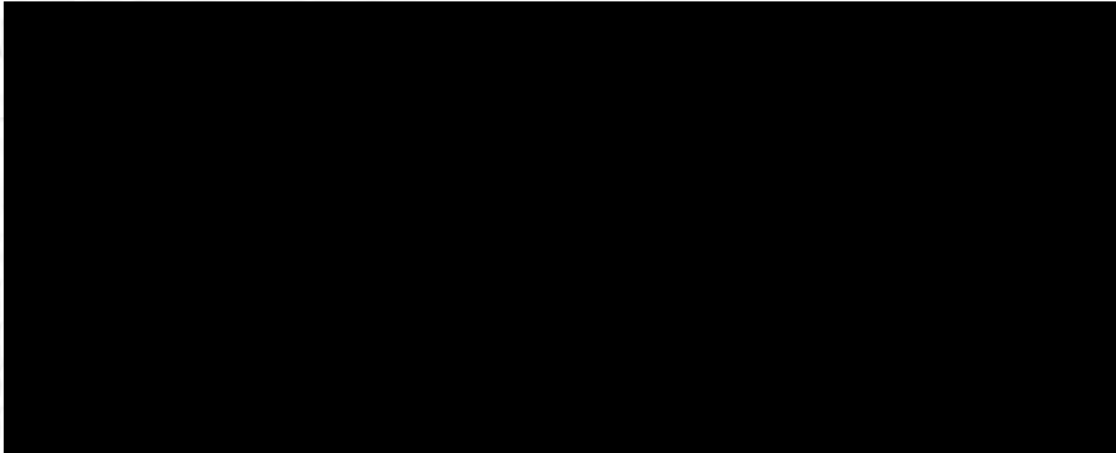
14.1.1 keep the Car Park in a reasonable state of repair;

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-invalidating 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



15.2 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**;

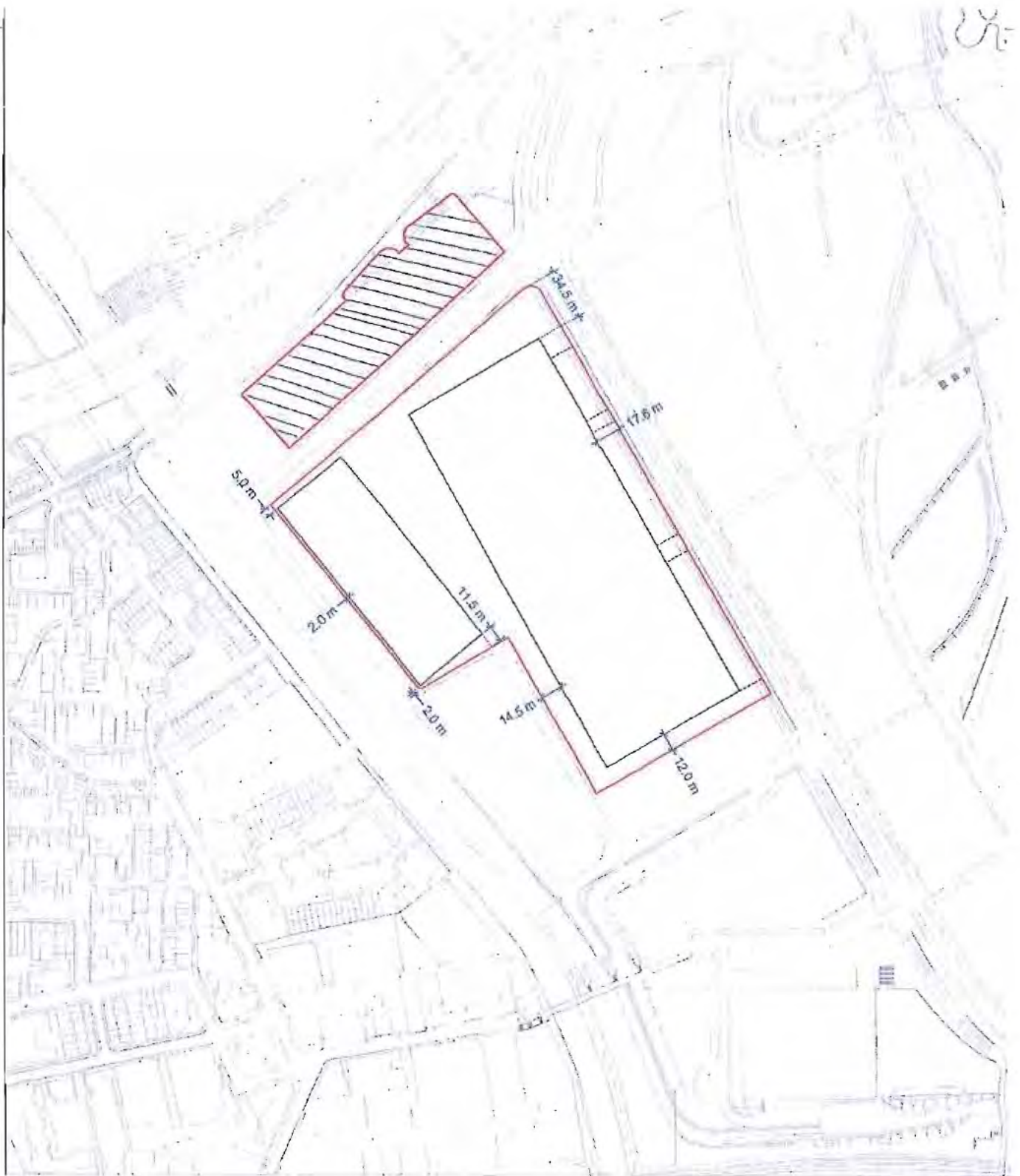
16.1.4 the surveyor shall:

- 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.

Ue



GMW Architects

800 West 10th St
 2nd Floor
 Vancouver, BC V6C 2M8
 Tel: 604 257 7000
 www.gmw.ca



Project

ICity

Drawing Title

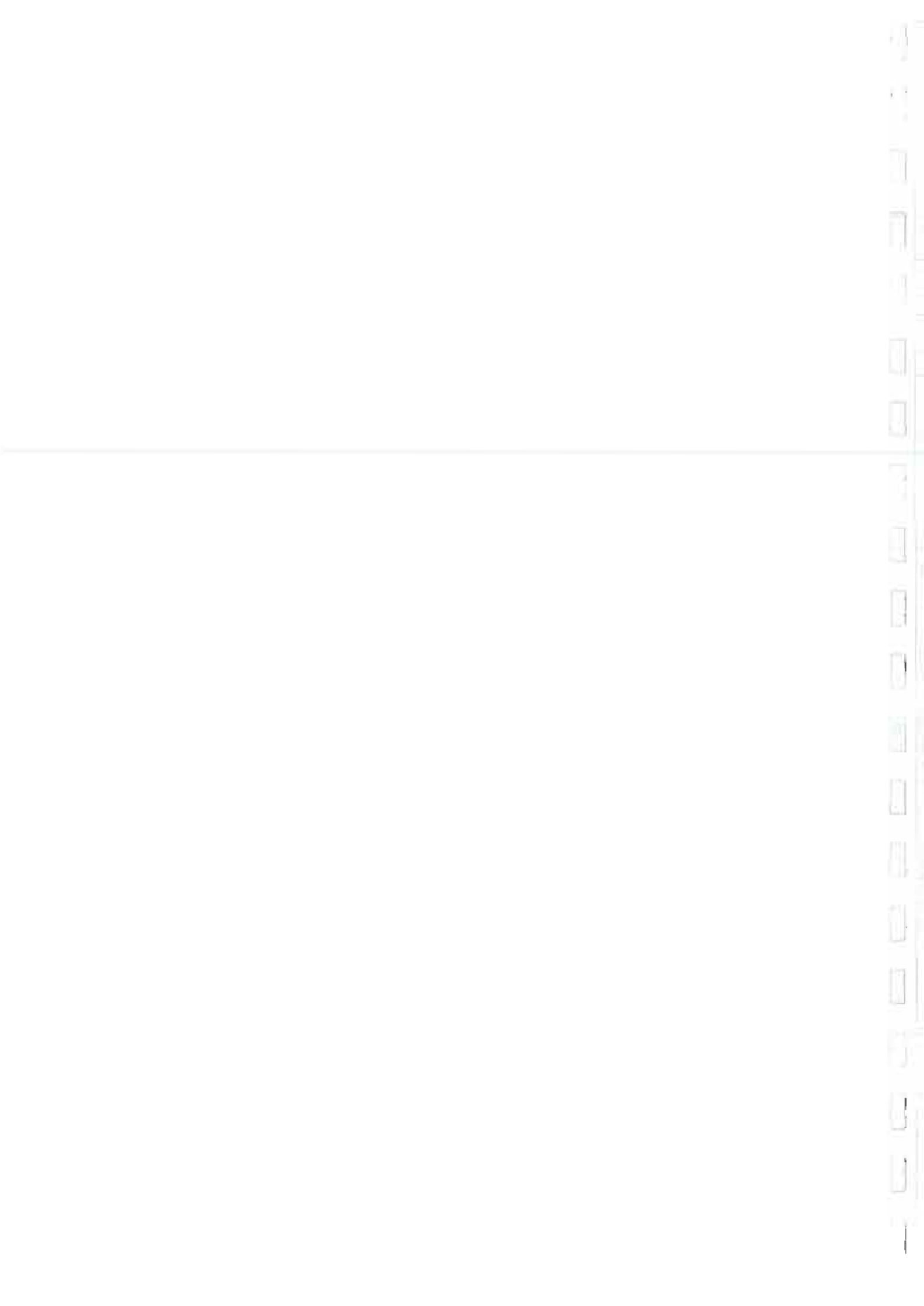
Red Line Site Plan

GMW Engineers: This drawing is the property of GMW Architects and Engineers. It is to be used only for the project and site for which it was prepared. It is not to be used for any other purpose without the written consent of GMW Architects and Engineers.

Drawn	Scale	Sheet	Block
A1	1:1250	NOVW	
Date	05/12/12	Checked	CVA
Project No	7109	Drawing No	SK308
		Revision	

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

Press Centre	Details
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.
Broadcast Centre	Details
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	
Broadcast Centre - works elsewhere	Details
Remove transformers	<p>With the exception of:</p> <ul style="list-style-type: none"> Transformers 51B, 519 and 520 which have been instructed to be retained at ICITY's request for BT Transformers 544, 545 and 546 which have been instructed to be retained at ICITY's request for Infinity Transformer 528 which services landlord services in the Broadcast Centre Transformer 514 which is a permanent transformer serving the MMCR Transformer 513 which is a permanent transformer serving the Broadcast Centre offices
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.
External works - High Street	
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.
External works - elsewhere generally	
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)]

DEED OF COLLATERAL WARRANTY

relating to

[Insert details of Project/Works]

THIS DEED is made on

BETWEEN

- (1) [●]¹ (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) [●]² (the "Contractor")
- (4) [[●]³ (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 [●]⁴ (the "Works")
- (B) The Beneficiary's interest is [●] [which it has obtained by entering into an agreement with the Employer dated [] (the "Agreement")]⁵
- (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")]⁶

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

¹ Insert name and address of Stakeholder

² Insert name, address and company number of Contractor

³ Delete this party if not applicable

⁴ Insert description of Works

⁵ Insert description of Stakeholder's interest i.e. funders, etc. and the date of the relevant agreement

⁶ 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. [GUARANTEE⁷

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.

⁷ 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 RIGHTS⁸

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

⁸ 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. INSURANCE⁹

- 7.1 The Contractor shall take out and maintain professional indemnity insurance with a limit of indemnity of £[•],000,000¹⁰ 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-IN¹¹

- 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

⁹ This should only be included if the Contractor has design responsibilities

¹⁰ Information from the Insurance Table in Clause 81 of the Contract should be used here

¹¹ 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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LR1. Date of lease	[•]
LR2. Title number(s)	LR2.1 Landlord's title number(s)
	[•]
	LR2.2 Other title numbers
	EGL533902
LR3. Parties to this Lease	Landlord
	INNOVATION CITY (LONDON) LIMITED (company no 7640912) whose registered office is at Norfolk House East 499 Silbury Boulevard Milton Keynes MK9 2AH
	Tenant
	[•]
	Guarantor
	[•]
LR4. Property	In the case of a conflict between this Clause and the remainder of this Lease then, for the purposes of registration, this Clause shall prevail
	As specified in Schedule 1, Part 1 (<i>Description of the Premises</i>) of this Lease and defined in this Lease as the " Premises "
LR5. Prescribed statements etc	LR5.1 <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
	LR5.2 This Lease is made under, or by reference to, provisions of:
	None
LR6. Term for which the Property is leased	The term as specified in this Lease at Clause 2 (<i>The letting terms</i>)

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
	LR9.2 Tenant's covenant to (or offer to) surrender this Lease
	None
	LR9.3 Landlord's contractual rights to acquire this Lease
	None
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this Lease for the benefit of the Property
	As specified in Schedule 1, Part 2 (<i>Rights enjoyed with demise</i>) of this Lease
	LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property
	As specified in Schedule 1, Part 3 (<i>Exceptions and reservations</i>) of this Lease
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	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)
[•]:)
)

[•]

[•]

