

Dated *20th December.* 2013

- (1) London Legacy Development Corporation
- (2) E20 Stadium LLP

Lease

Relating to premises known as Stadium Island Site

Eversheds LLP
One Wood Street
London
EC2V 7WS

Tel 0845 497 9797
Fax 0845 497 4919
Int +44 20 7919 4500
DX 154280 Cheapside 8
www.eversheds.com

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PARTICULARS

PART 1: LAND REGISTRY PARTICULARS

LR1.	Date of lease	20 th December	2013
LR2.	Title number(s)		
LR2.1	Landlord's title number(s)	EGL533910	
LR2.2	Other title numbers	None	
LR3.	Parties to this lease		
	Landlord	London Legacy Development Corporation whose principal office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ.	
	Tenant	E20 Stadium LLP, a limited liability partnership, incorporated in England and Wales with registered number OC376732 and having its registered office at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ.	
LR4	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The premises (referred to in this Lease as "the Premises") known as Stadium Island Site, Queen Elizabeth Olympic Park, in east London shown edged red on Plan 1 annexed hereto. The premises include all alterations, improvements and additions made to them during the Term, landlord's fixtures and conduits serving the Premises at any time during the term and one half severed vertically of all party walls dividing the premises from any adjoining premises.	

LR5.	Prescribed statements etc	
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	Not applicable.
LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable.
LR6.	Term for which the Property is leased	From and including the date hereof (referred to in this Lease as "the Term Commencement Date") To and including 1 September 2125. (This term is referred to in this Lease as "the Contractual Term")
LR7.	Premium	£500,000 (Five hundred thousand pounds) together with VAT of £100,000 (One hundred thousand pounds).
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None.
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None.
LR9.3	Landlord's contractual rights to acquire this lease	None.
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in clause 3.1.

LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.2 .
LR12.	Estate rentcharge burdening the Property	None.
LR13.	Application for standard form of restriction	None.
LR14.	Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

PART 2: OTHER PARTICULARS

Authorised Use	The use of the Premises for any purpose in connection with the delivery of a programme of sport, community, entertainment, cultural and commercial events or such other use as the Landlord may consent to
Principal Rent	A peppercorn.
Estate	<p>The Landlord's estate known as the Queen Elizabeth Olympic Park shown for identification edged red on Plan 2 annexed hereto:</p> <ul style="list-style-type: none"> (a) including all alterations, additions and improvements to the Estate during the Term and all landlord's fixtures forming part of the Estate at any time during the Term; (b) including the Bridges; and (c) including where the context permits the Community Track; but (d) subject to the right of the Landlord 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

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

BETWEEN

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

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

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

- "Agreement for Lease"** an agreement for lease dated 22 March 2013 between London Legacy Development Corporation (1) and E20 Stadium LLP (2) relating to the grant of this Lease
- "Base Index Value"** the Index figure published for the calendar month preceding the Term Commencement Date
- "Break Date"** the later of 1 September 2115 and (unless previously determined) the expiry or earlier determination of the Concession Agreement dated 22nd March 2013 between E20 Stadium LLP (as grantor) and W H Holdings Limited, West Ham United Limited, West Ham United Football Club Limited (as the concessionaires) following any extension thereof under clause 30.4 of such Agreement
- "Bridges"** the bridges numbered F17, FO7, F11 and HO4, giving access to the Premises, shown on Plan 1 annexed hereto
- "Building Contract"** the building contract or contracts for the carrying out of the Pre-Concession Works to be entered into by the Tenant in a form approved by the Landlord acting reasonably
- "Building Contractor"** such building contractor as the Tenant appoints as the building contractor for the purposes of the Pre-Concession Works following completion of a tender competition
- "Carbon Costs"** the aggregate of:
 - (a) any anticipated or actual costs or charges of whatever nature, but not the cost of the underlying energy, payable by a Carbon Costs Participant under all or any Carbon Schemes including the cost of carbon allowances and other

costs or charges arising out of the CRC Scheme;

(b) the reasonable and proper management costs of a Carbon Costs Participant relating to the implementation, participation in and operation of any Carbon Schemes, including the costs incurred in relation to the sale, purchase and surrender of allowances arising out of the CRC Scheme; and

(c) the fees of any consultants engaged by a Carbon Costs Participant to advise on energy use strategy and related matters

"Carbon Costs Participant" the Landlord and, if relevant, any group company of the Landlord who has registered under any Carbon Scheme as the person responsible for, among others, the Landlord

"Carbon Schemes" any schemes relating to energy consumption and greenhouse gas emissions, the reduction of any other chemicals in the atmosphere and the amelioration of any other effects of energy consumption upon the environment of or attributed to a Carbon Costs Participant

"CCHP Agreement" an agreement dated 11 April 2008 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Elyo East London Energy Limited

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

"Common Facilities" all conduits, structures, walls or works, used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any "party structures", "party walls", and "party fence walls" within the meaning of the Party Wall etc Act 1996

"Communal Estate Areas" those parts of the Estate (not being publically adopted or the responsibility of a particular owner, tenant or other occupier) which are designated or provided by the Landlord (from time to time) during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the Estate including

(if so designated or provided):

- (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;
- (c) refuse areas, landscaped areas, parkland, public realm and other common facilities and amenities;
- (d) waterways (now being managed by the Canal & River Trust formerly known as British Waterways Board); and
- (e) conduits within and serving any part of the Estate

"Community Track"

the community track forming part of the premises demised under the Community Track Lease

"Community Track Lease"

a lease of the Community Track of even date and made between London Legacy Development Corporation (1) and E20 LLP (2)

"Concession Agreements"

any concession agreements or Stadium Licences entered into by the Tenant in respect of the Premises

"Concession Areas"

areas to be licensed to licensees pursuant to Concession Agreements

"Connection Charges"

charges which LVUL or UKPN may make to a customer (including the Tenant) in respect of a connection to the Electricity Network

"Contracted-out Tenancy"

a tenancy:

- (a) that contains an agreement between the landlord and the tenant excluding the operation of sections 24 to 28 Landlord and Tenant Act 1954 in relation to it; and
- (b) in respect of which the landlord and the tenant have taken all steps required under Part II of the Landlord and Tenant Act 1954 and The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 before the grant of the tenancy or, if earlier, the exchange of any contract to grant the

tenancy, to ensure that the agreement referred to in paragraph (a) is not void

"CRC Scheme"	the carbon trading scheme established by the CRC Energy Efficiency Scheme Order 2010 together with any other Carbon Scheme that replaces or supplements it
"Dissolution"	the winding up or dissolution of the Tenant
"Electricity Agreement"	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"	the 11kV HV electricity distribution network serving the Estate and established pursuant to the Electricity Agreement
"Environmental Law"	all statutes, regulations and subordinate legislation, European laws, treaties and common law which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants
"EPC"	an energy performance certificate and recommendation report, as defined in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007
"Estate Contribution"	██████████ per annum subject to annual review in accordance with clause 6.8
"Event"	an event held at the Premises with the authority of the Tenant or any other sub-tenant or occupier at the Premises
"H&C Network"	the heating, cooling and energy supply network serving the Estate (including the CCHP power stations) and established pursuant to the CCHP Agreement
"Hazardous Material"	any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance
"Index"	the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department of government
"Indirect Losses"	any loss or 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)

"Insured Risks"

the risks set out in **clause 5.2**

"Interest Rate"

the base lending rate from time to time of HSBC Bank PLC or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine

"Landlord's Covenants"

the obligations, conditions and covenants to be complied with by the Landlord of this Lease

"LVUL"

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

"Members"

Newham Legacy Investments Limited, London Legacy Development Corporation and E20 Stadium LLP

"Permitted Part"

any part of the Premises

"Planning Permission"

the Planning Permission dated 12 August 2013 issued by the Director of Planning Policy and Decisions London Legacy Development Corporation, Application No 12/0066/FUM

"Pre-Concession Works"

the works to be undertaken to redevelop the Stadium in accordance with the Specification

"Pre-Concession Works Consents"

all relevant consents, approvals, permits, licences, agreements, permissions including the planning permission required under any law, regulation, decree or order in connection with the Pre-Concession Works and the intended uses of the Stadium

"Public Authority"

any Secretary of State or other minister of the Crown, government department or any European, public, local or parochial authority, institution or corporation having public functions that extend to the Premises or their use and occupation and includes any person or body acting under their authority

"Relevant Percentage"	<p>the percentage, calculated using the formula:</p> $[100 \times (A-B) \div B]$ <p>where:</p> <p>A is the Review Index Value</p> <p>B is the Review Base Value</p> <p>provided that if the Relevant Percentage is less than zero, the Relevant Percentage will be deemed to be zero.</p>
"Rents"	the rents reserved and payable under clause 4.1
"Retained Property"	any freehold or leasehold interest of the Landlord forming part of the Estate
"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 Date"	31 December in each year with the first review being the first Payment Date under clause 6.7.1 and the last review being on the last day of the Term
"Review Index Value"	the Index figure published for the calendar month preceding the relevant Review Date
"Revised Index"	such alternative index or comparable measure of price inflation as the Landlord reasonably requires or, at the Landlord's option, such adjustments to the Base Index Value, the Review Base Value or the Review Index Value as the Landlord reasonably requires to take account of any change in the base figure used to calculate the Index
"Scheduled Date"	the date by which the Pre-Concession Works should be completed and shall be agreed by the Landlord and Tenant (acting reasonably)
"Signage Strategy"	the signage strategy of the Landlord for the Estate from time to time
"Specification"	the specification annexed to this Lease as amended by the Members from time to time
"Stadium"	the stadium forming part of the Premises
"Stadium Licence"	an agreement granting a licence or other right to occupy a Concession Area

"Standards of a Reasonable and Prudent Operator"	the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator of a leading event stadium complying with all applicable laws;
"Substation Leases"	any substation lease of any part of the Premises at the date hereof and all deeds and documents varying or supplemental or ancillary to those leases
"Term"	the Contractual Term and any continuation of it
"UKPN"	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
"Utilities"	water, steam, gas, air, soil, electricity, telephone, heating, telecommunications, data communications and other supplies
"Waste"	any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value
"Working Day"	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday

1.2 Construction

In this Lease:

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

for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;

- 1.2.5 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term;
- 1.2.7 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.8 references to the end of the "Term" include the determination of the Term before the end of the Contractual Term;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
- 1.2.11 references to the Tenant include, and the Tenant's covenants bind, 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;
- 1.2.12 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

1.3 **Particulars**

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

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

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

- 1.4.1 Cofely in relation to **clauses 6.2.1 and 6.2.2**; and
- 1.4.2 LVUL or UKPN in relation to **clauses 6.2.3 and 6.2.4**.

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

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

2. **LETTING, TERM AND TERMINATION**

2.1 **Creation of the Term**

In consideration of the Premium, which the Landlord has received, the Landlord lets the Premises to the Tenant for the Contractual Term reserving the Rents.

2.2 **Quiet enjoyment**

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

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

The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:

2.3.1 the whole or any part of the Rents or any other sums due under this Lease remain unpaid more than fourteen days after the due date for payment, whether or not formally demanded;

2.3.2 the Tenant breaches any of its obligations in this Lease; or

2.3.3 there is a Dissolution of the Tenant.

2.4 **Protection for mortgagees, etc**

If the Landlord has received written notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant it will not exercise its rights under **clause 2.3** unless and until it has:

2.4.1 given written notice to the holder of that security of any breach by the Tenant of the Tenant's obligations under this Lease; and

2.4.2 given the holder of that security a reasonable period of time in which to remedy the breach.

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

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

2.6 **Break Clause**

The Landlord may end the Contractual Term on or after the Break Date on giving not less than 1 month's notice to the Tenant.

2.7 **Contracting out**

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

- 2.7.1 the Landlord served on the Tenant a notice ("the Notice") dated 21 March 2013 in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- 2.7.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated 21 March 2013 in a form complying with the requirements of Schedule 2 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and
- 2.7.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

3. RIGHTS AND RESERVATIONS

3.1 Rights granted

The Premises are let together with the following rights for the benefit of the Tenant, so far as the Landlord is able to grant them, to be enjoyed in common with the Landlord and any others entitled to use them:

- 3.1.1 until such time as any such routes are adopted as public highway or public footpath, 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 may reasonably specify in writing from time to time;
- 3.1.2 to use the conduits serving or capable of serving the Premises for the passage or transmission of Utilities to and from the Premises provided always the Landlord shall have the right to vary the route of such conduits from time to time by notice in writing to the Tenant;
- 3.1.3 support and protection for the Premises from any adjoining premises owned by the Landlord; and
- 3.1.4 subject to obtaining the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to enter onto adjoining parts of the Estate insofar as it is reasonably necessary to repair or maintain the Premises or otherwise to comply with the Tenant's obligations under this Lease so long as such access does not obstruct the roads and paths within the Estate or the use and enjoyment of the Retained Property.

3.2 Rights reserved

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them:

- 3.2.1 to enter and remain upon so much as is necessary of the Premises on not less than 48 hours' prior notice (except in case of emergency) with or without workmen, plant and equipment:

- 3.2.1.1 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease;
 - 3.2.1.2 to value the Premises;
 - 3.2.1.3 to inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
 - 3.2.1.4 to carry out any repairs, remove and make good any unauthorised alterations or carry out any works which the Tenant should have carried out in accordance with the Tenant's obligations under this Lease;
 - 3.2.1.5 to enable the production of an EPC for the Premises whether or not the Landlord is under a statutory duty to produce an EPC; and
 - 3.2.1.6 to carry out any works to the Retained Property or to perform any services for the benefit of any tenant or occupier of the Estate or to comply with any statutory and/or regulatory obligations of the Landlord.
- 3.2.2 the right to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant. This clause constitutes a consent for the purposes of section 3 Prescription Act 1832;
- 3.2.3 to erect scaffolding in connection with the rights reserved in **clauses 3.2.1.6, 3.2.2 and 3.2.6** and any works to be carried out pursuant to those rights subject to the Landlord ensuring that the scaffolding does not materially prevent access to the Premises nor, so far as reasonably practicable having regard to the nature of scaffolding, materially interfere with the Tenant's use and enjoyment of the Premises;
- 3.2.4 the right to connect to and use any conduits within or passing through the Premises for the passage or transmission of Utilities to and from any adjoining premises;
- 3.2.5 the right to install new conduits within the Premises and connect to them for the passage or transmission of Utilities to and from any adjoining premises; and
- 3.2.6 support and protection from the Premises for any adjoining premises.

3.3 **Exercise of rights reserved**

The Tenant is to permit the exercise of the rights reserved in **clause 3.2** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

3.4 **Title matters**

The letting is made subject to and with the benefit of the following title matters:

- 3.4.1 the rights granted and reserved by and the covenants and other matters contained in:
- 3.4.1.1 Deeds of grant dated 13 August 2010 relating to bridges F07 and F17 made between (1) British Waterways Board and (2) London Development Agency;
 - 3.4.1.2 Deeds of grant dated 6 August 2013 relating to bridges H04 and F11 made between (1) Canal & River Trust (2) Canal & River Trust as trustee of the Waterways Infrastructure Trust and (3) the Landlord;
- 3.4.2 exceptions of mines and minerals;
- 3.4.3 the exclusion of the tubular substratum of soil transferred to EDF Energy Networks (LPN) plc by London Development Agency of 8 January 2010;
- 3.4.4 the rights granted by a conveyance dated 28 April 1905 made between (1) Booth Harris the Elder, Francis Harris and Arthur Harris (2) Booth Harris the Younger and Alec Samuel Harris and (3) The County Council of the Administrative County of London;
- 3.4.5 the provisions so far as they are still subsisting of an agreement dated 29 June 1936 made between (1) C W and H Wormingham ("the Owners") (2) Hemingway & Company Limited (3) The Mayor Aldermen and Burgesses of the County Borough of West Ham ("the Corporation") (4) The Mayor Aldermen and Burgesses of the County Borough of West Ham and the Lee Conservancy Board (5) The Lee Conservancy Board and (5) The Lee Conservancy Catchment Board as altered by an agreement dated 13 June 1939 made between (1) The Lee Conservancy Catchment Board (2) H Wormingham and (3) Hemingway & Company Limited;
- 3.4.6 any interests of EDF Energy Networks Limited, EDF Networks (LPN) PLC, EDF Energy PLC and Thames Water Utilities Limited as excepted by a General Vesting Declaration dated 14 May 2007;
- 3.4.7 the rights granted by and covenants on the part of the grantor contained in a Deed of Grant dated 20 October 2009 made between (1) London Development Agency and (2) EDF Energy (IDNO) Limited;
- 3.4.8 the rights granted by a Deed of Grant dated 27 September 2010 made between (1) London Development Agency and (2) Fulcrum Pipelines Limited; and
- 3.4.9 the rights contained in a lease of a water treatment building dated 11 August 2010 and made between (1) London Development Agency and (2) Thames Water Utilities Limited.

3.5 **Title indemnity**

So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the title matters set out in **clause 3.4** and is to indemnify the Landlord against any breach of them.

3.6 **Substation Leases**

The letting is made subject to and with the benefit of the Substation Leases. Except to the extent that they form part of the Landlord's Covenants, the Tenant covenants with the Landlord to comply with the landlord's obligations contained in the Substation Leases and to indemnify the Landlord against any breach.

3.7 **Third party rights**

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

3.8 **Exclusion of implied rights**

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

3.9 **Exclusion of liability**

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

4. **RENTS PAYABLE**

4.1 **Obligation to pay rent**

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

4.1.1 the Principal Rent annually in advance on each anniversary of the Term Commencement Date; and

4.1.2 any other sums reserved as rent under this Lease, to be paid on demand.

4.2 **Initial payment of rents**

The first payment of the Rents is to be made on the date of this Lease calculated on a daily basis for the periods for which the Rents are payable.

4.3 **Value Added Tax**

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

4.4 **Interest on late payment**

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 4% per annum above the Interest Rate for the period from

and including the due date for payment to and including the date of actual payment.

5. **INSURANCE**

5.1 **Tenant to insure**

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

5.2 **Insured risks and level of cover**

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

5.3 **Terms of the insurance policy**

The Tenant:

5.3.1 will insure in the joint names of the Landlord and the Tenant; and

5.3.2 will seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Premises and in the same area as the Premises.

5.4 **Provision of information**

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

5.5 **Reinstatement**

The Tenant will use reasonable endeavours to obtain any consents required to reinstate any damage to or destruction of the Premises by any of the Insured Risks. Subject to those consents being obtained and remaining unrevoked, the Tenant will apply the insurance proceeds received under the buildings insurance in reinstating damage to or destruction of the Premises as soon as reasonably practicable after the date of the damage or destruction, the Tenant making good any shortfall in the proceeds of insurance from its own monies.

5.6 **Means of reinstatement**

When reinstating any damage to or destruction of the Premises, the Tenant may make changes in the design, layout and specification of the Premises and may use materials of a different quality, specification or type to those used in the

original Premises so long as the area of the Premises is not materially altered and the means of access to them and the services provided to the Premises are not materially less convenient.

5.7 **Termination following damage to or destruction of the Premises**

If, following damage or destruction of the Premises by any of the Insured Risks, the whole or substantially the whole of the Premises are unfit for occupation and use or are inaccessible, either the Landlord or the Tenant may end this Lease by serving written notice on the other if they have not been made fit for occupation and use and accessible within 5 years of the date of the damage or destruction.

5.8 **Ownership of insurance proceeds if reinstatement impossible**

If it is not possible to reinstate any damage to or destruction of the Premises due to reasons beyond the control of the Tenant, the Tenant will not be obliged to comply with its obligations in **clause 5.5** and the insurance monies received by the Tenant will be apportioned between the Landlord and the Tenant in proportion to the value of their respective interests in this Lease. Any dispute about this **clause 5.8** is to be referred at the request of either the Landlord or the Tenant to a single arbitrator under the Arbitration Act 1996.

5.9 **Uninsured risks**

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

5.9.1 neither the Landlord nor the Tenant will be under any obligation to repair, decorate, rebuild or reinstate the Premises or to contribute towards the costs of doing so except in accordance with the terms of this **clause 5.9**;

5.9.2 this Lease will end on the date 1 year after the date of the damage to or destruction of the Premises unless, during that year the Tenant serves a notice on the Landlord in which the Tenant elects to reinstate or rebuild the Premises and commences reinstatement within three months of service of that notice;

5.9.3 if the Tenant elects to reinstate or rebuild the Premises, it will do so at its own cost and expense and the provisions of **clauses 5.5 and 5.7** will apply regardless of the cause of the damage to or destruction of the Premises and whether it was insured against and as if the reference to the date of damage or destruction in **clause 5.7** were to the date of the Tenant's election to reinstate the Premises.

5.10 **Tenant's clearance obligations**

If following damage or destruction rendering the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible the Tenant has failed to make the Premises fit for occupation and use and accessible within 5 years of the date of the damage or destruction or the Lease ends in accordance with **clause 5.9.2**, or if the Tenant does not elect to reinstate in the circumstances contemplated by **clause 5.9.2**, the Tenant shall as soon as reasonably practicable clear the Premises leaving the Premises level, appropriately landscaped and in a clean and safe condition (these obligations surviving any termination of this Lease) and shall whilst the Lease subsists maintain the Premises in such condition pending any redevelopment.

5.11 **Tenant's insurance obligations**

The Tenant is:

- 5.11.1 to comply with the requirements and reasonable recommendations of the insurers of the Premises;
- 5.11.2 to notify the Landlord immediately in writing of any damage to or destruction of the Premises by any of the Insured Risks of which the Tenant becomes aware.

6. **COSTS AND OUTGOINGS**

6.1 **Payment of outgoings**

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

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

6.2.1 For so long as the CCHP Agreement exists and is in full force and effect, the Tenant must:

- 6.2.1.1 connect to the heating services provided by the H&C Network in respect of any heating services for the Premises;
- 6.2.1.2 not install any central heating in the Premises;
- 6.2.1.3 not install a co-generation plant in the Premises;
- 6.2.1.4 not connect to a combined cooling and heating network other than the H&C Network;

provided that **clauses 6.2.1.1-6.2.1.4** shall not apply if the Premises will consume a supply of heating on less than 10 days per year; and

- 6.2.1.5 connect to the cooling services provided by the H&C Network in respect of any cooling services for the Premises provided this **clause 6.2.1.5** shall not apply if the Premises will consume a supply of cooling on less than ten days per year.

6.2.2 The Tenant acknowledges that the losses which may be suffered by Cofely (including Indirect Losses), in the event of a failure by the Tenant to connect the Premises to the H&C Network are in the contemplation of the Tenant.

6.2.3 For so long as the Electricity Agreement exists and is in full force and effect, the Tenant must:

6.2.3.1 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.

6.2.4 In the event of a failure of the Tenant to comply with its obligations in **clause 6.2.3.1**, LVUL or UKPN will be entitled to recover:

(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.

6.2.5 The Tenant is to indemnify the Landlord in relation to any breach of this **clause 6.2**. The Landlord is to take reasonable steps to mitigate the extent of its liability.

6.3 **Estimate of likely emissions**

The Tenant will, on reasonable request from the Landlord, from time to time provide the Landlord with such information as the Landlord reasonably requires to enable the Landlord to estimate the likely emissions from the Premises for the purpose of compliance with the CRC Scheme and the calculation of any other Carbon Costs, including any sub-metered energy readings for the Premises.

6.4 **Common facilities**

The Tenant is to be responsible for and to indemnify the Landlord against all costs and expenses and any VAT payable on them for which the owner or occupier of the Premises is responsible in respect of the Common Facilities.

6.5 **Landlord's costs**

The Tenant is to pay to the Landlord as additional rent on demand the proper costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:

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

6.6 **Tenant's indemnity**

The Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Premises or any Common Facilities resulting from the act, default or negligence of the Tenant.

6.7 **Estate Contribution**

- 6.7.1 The Tenant is to pay the Estate Contribution annually in arrear on 31 December ("the Payment Date"). The first payment shall be on the Payment Date immediately following the completion of the Pre-Concession Works. The final payment is to be made on the last day of the Term. The first and last payments of the Estate Contribution shall be apportioned on a daily basis.
- 6.7.2 The Landlord is to apply the Estate Contribution towards the costs of running and maintaining the Estate and any monies not so applied shall at the end of the Term be returned to the Tenant.
- 6.7.3 Nothing in this **clause 6.7** shall impose on the Landlord any obligation to the Tenant in relation to the running or maintaining of the Estate.

6.8 **Review of the Estate Contribution**

- 6.8.1 On each Review Date, the Estate Contribution is to be reviewed to the figure, rounded up to the nearest ten pounds, calculated by increasing the Estate Contribution reserved immediately before the Relevant Review Date by the Relevant Percentage. The reviewed Estate Contribution will be payable from and including the relevant Review Date.
- 6.8.2 As soon as reasonably practicable after the publication of the Index for the month preceding the relevant Review Date, the Landlord is to notify the Tenant in writing of the Estate Contribution payable from and including the relevant Review Date. In the absence of manifest error, the Landlord's calculation of the Estate Contribution payable from and including the relevant Review Date will be binding on the Tenant.
- 6.8.3 The Landlord may give written notice to the Tenant specifying a Revised Index to be used for the calculation of the review if:
- 6.8.3.1 the reference base used to compile the Index changes after the date of this Lease or there is some other substantial change in the method used to compile the Index;
 - 6.8.3.2 the Index is published at less frequent intervals than as at the date of this Lease;
 - 6.8.3.3 publication of the Index is suspended or ceases completely; or
 - 6.8.3.4 it becomes impossible or impracticable to calculate any change in the value of the Index for any other reason.
- 6.8.4 Either the Landlord or the Tenant may refer any dispute about this **clause 6** to an independent chartered surveyor of not less than 10 years' standing experienced in the review of such matters in respect of premises similar to and in the same locality as the Premises who will act as an arbitrator in accordance with the Arbitration Act 1996.

6.9 **Crowd Management**

The Tenant agrees to indemnify the Landlord against any costs, charges or liabilities (including reimbursement of costs incurred by third parties) reasonably incurred by the Landlord from time to time in connection with crowd management associated with an Event at the Premises. The Tenant acknowledges that the Landlord has no obligation to the Tenant under this Lease or otherwise to provide or procure the provision of any service in connection with crowd management as aforesaid, but the Landlord may do so in its absolute discretion either directly or by procuring its provision (subject to prior consultation with the Tenant).

7. **PRE-CONCESSION WORKS**

Carrying out of the Pre-Concession Works

7.1 The Tenant is to carry out and complete the Pre-Concession Works in accordance with the Pre-Concession Works Consents and use reasonable endeavours to procure that the Pre-Concession Works are completed by the Scheduled Date.

7.2 The Tenant is to comply with its obligations under the Building Contract and use its reasonable endeavours to procure that the Building Contractor complies with its obligations under the Building Contract.

8. **REPAIRS, MAINTENANCE AND ALTERATIONS**

8.1 **Upkeep of the Premises**

The Tenant is to:

8.1.1 Use reasonable endeavours to ensure that the Premises are operated and maintained in accordance with the Standards of a Reasonable and Prudent Operator;

8.1.2 keep the Premises and all tenant's and trade fixtures in good and substantial repair and condition, when necessary, renew or replace them; and

8.1.3 renew and replace any landlord's fixtures and conduits forming part of the Premises which become incapable of repair or cease to operate correctly with fixtures and conduits of equivalent modern specification, quality and value as those which they replace.

8.2 **Compliance with notices to repair**

Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in the notice or, if no period is specified, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this **clause 8.2** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under this Lease.

8.3 **Landlord's right to enter and repair**

If the Tenant does not comply with **clause 8.2**, the Tenant is to permit the Landlord to enter and remain upon the Premises with or without workmen, plant and materials to carry out the repairs or other works required. The reasonable and proper costs incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.

8.4 **Defective Premises Act 1972**

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

8.5 **Alterations**

The Tenant is not to carry out any structural alterations , or make additions to, the Premises or to construct additional structures buildings or other facilities without the consent of the Landlord, consent not to be unreasonably withheld or delayed.

8.6 **Standard of works**

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

8.7 **Removal of unauthorised alterations**

If the Tenant carries out any alterations or additions to the Premises in breach of its obligations in this Lease, the Landlord may, at the Tenant's cost, enter and remain upon the Premises with or without workmen, plant and materials and remove the alterations or additions made to the Premises and restore the Premises to the configuration in which they were before the alterations or conditions were carried out. The costs incurred by the Landlord in doing so are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.

9. **USE OF THE PREMISES**

9.1 **Authorised use**

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

9.2 **Prohibited uses**

The Tenant is not to use the Premises:

9.2.1 for any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such nature; or

9.2.2 in a manner which creates a legal nuisance or causes damage to the Landlord or any tenants or occupiers of any adjoining premises.

9.3 **Restrictions on use**

The Tenant is not to:

9.3.1 overload the floors, ceilings or walls of the Premises or obstruct or misuse any conduits within or serving the Premises;

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

- 9.3.3 place, affix or display any sign, advertisement, notice, placard poster, flag, notification or display on any other part of the Estate (other than the Premises) except in accordance with the Signage Strategy of the Landlord for the Estate from time to time;
- 9.3.4 store, keep or stack any goods, materials, plant, equipment, waste or rubbish or containers for any of them on any unbuilt areas of the Premises except any areas designed and designated for such purpose;
- 9.3.5 burn rubbish or waste materials or any other combustible matter on the Premises except in boilers or in incinerators provided for that purpose; or
- 9.3.6 emit any smoke, fumes or smells from the Premises.

9.4 **Estate regulations and signage strategy**

- 9.4.1 The Tenant is to comply with all proper and reasonable regulations made by the Landlord in connection with the Estate from time to time in the interest of good estate management and the proper efficient operation of the Estate and the Landlord is to notify the Tenant of such regulations in writing;
- 9.4.2 The Tenant is to comply with the Signage Strategy made by the Landlord in connection with the Estate from time to time and the Landlord is to notify the Tenant of such Signage Strategy in writing.

9.5 **Lawful use**

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

10. **ASSIGNMENT, UNDERLETTING AND CHARGING**

10.1 **Restrictions on alienation**

The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the Premises, hold the whole or any part of the Premises on trust for any other person or enter into any agreement to do so (save for agreements conditional on Landlords consent) except and to the extent that it is expressly permitted to do so by the terms of this Lease.

10.2 **Right to underlet a Permitted Part**

The Tenant may underlet a Permitted Part of the Premises.

10.3 **Terms of an Underlease**

Any underlease is to be granted on terms that are consistent with this Lease.

10.4 **On an underletting of a Permitted Part**

- 10.4.1 On an underletting of a Permitted Part, the underlease is to be a Contracted-out Tenancy.

10.4.2 No underlease of a Permitted Part may contain provisions allowing the Undertenant to create further underleases of whole or part of the premises underlet.

10.5 Obligations in relation to underleases

In relation to any underlease the Tenant is to use reasonable endeavours to enforce the terms of the underlease and is not to waive any material breach of them or vary the terms of the underlease without the prior consent of the Landlord such consent not to be unreasonably withheld

10.6 Concession Agreements

The Tenant may share occupation of the Premises with a licensee under a Concession Agreement on terms which do not create any relationship of Landlord and Tenant.

10.7 Right to share occupation

For so long only as any company remains a group company of the Tenant within the meaning of section 42 Landlord and Tenant Act 1954, the Tenant may share occupation of the Premises with that company on terms which do not create any relationship of landlord and tenant. The Tenant is to give the Landlord written notice when any occupation by a group company under this **clause 10.7** begins and ends.

10.8 Restrictions on charges

The Tenant is not to create any charge, whether legal or equitable, over part only of the Premises. The Tenant may create legal or equitable charges over the whole of the Premises without the consent of the Landlord.

10.9 Notification of dispositions

Within one month after any assignment, charge or assent of the Premises and the grant, assignment or charging of any underlease, however remote, the Tenant is to give written notice to the Landlord of the disposition together with certified copies of all the documents giving effect to it and is to pay to the Landlord a proper and reasonable registration fee being not less than £40.

10.10 Notification of rights of occupation

In addition to the Tenant's obligations under section 40 Landlord and Tenant Act 1954, following a written request from the Landlord the Tenant is to supply written details to the Landlord of the full names and addresses of anyone in occupation of the Premises, including the Tenant, and whether they are in occupation for the purpose of carrying on a business. In the case of any person in occupation other than the Tenant, the Tenant is to give full details of the areas occupied, the rents paid and the terms upon which they are in occupation.

11. LEGISLATION AND PLANNING

11.1 Compliance with legislation

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

works to the Premises and indemnify the Landlord against any breach of this obligation.

11.2 **Fire precautions**

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

11.3 **Notices**

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority or third party affecting or likely to affect the Premises, their use and occupation or the carrying out of any works to the Premises, the Tenant is at its own cost immediately to provide a copy to the Landlord.

11.4 **Planning applications**

The Tenant is not to apply for planning permission under any legislation relating to Town and Country Planning or implement any planning permission in each case for works affecting the external appearance of the Premises without the written consent of the Landlord such consent not to be unreasonably withheld or delayed

11.5 **Completion of works**

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

12. **ENVIRONMENTAL LAW**

12.1 **Compliance with environmental law**

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

12.2 **Compliance with notices**

The Tenant is at its own cost:

- 12.2.1 to supply the Landlord with copies of all notices, directions, reports or correspondence concerning any contamination of the Premises or any migration or other escape of Hazardous Materials or Waste which may result in proceeding being taken or threatened under Environmental Law and to supply the Landlord with copies of all notices, directions, reports or correspondence concerning any contamination of the Premises or any migration or other escape of Hazardous Materials or Waste which may result in proceeding being taken or threatened under Environmental Law; and

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

12.3 **Prevention of contamination**

The Tenant is not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises.

12.4 **Environmental surveys**

The Tenant is to permit the Landlord and its employees and agents at all reasonable times after giving to the Tenant 48 hours written notice, except in an emergency, to enter the Premises to undertake investigations (including the taking of samples) in, on or under the Premises to ascertain the condition of the Premises and the nature, extent and mobility of Hazardous Materials or Waste in, on or under the Premises, provided that the Landlord shall make good any damage resulting from such entry and investigations and shall not do anything which shall cause the condition of the Premises to deteriorate.

12.5 **Obtaining an EPC for the Premises**

The Tenant is to notify the Landlord in writing before obtaining an EPC for the Premises. As soon as reasonably practicable after receiving notice under this **clause 12.6**, if the Landlord holds a valid EPC for the Premises, the Landlord is to provide a copy of the EPC to the Tenant on payment by the Tenant of a reasonable fee, which may include a reasonable and proper proportion of the Landlord's costs of obtaining that EPC and the Landlord's reasonable and proper copying charges. If the Landlord does not hold a valid EPC for the Premises, the Tenant may obtain an EPC for the Premises at the Tenant's cost.

12.6 **Production of EPCs**

Either party will provide the other with a copy of any EPC obtained under this **clause 12** within 5 working days of the later of the receipt of the EPC and the payment of any costs due under this **clause 12**.

12.7 **Duty to co-operate**

If the Landlord wishes to obtain an EPC for the Premises in circumstances where the Landlord is not under a statutory obligation to do so, the Tenant will be under the same duty to co-operate with the Landlord to facilitate the production of the EPC as if the Landlord were under a statutory obligation to obtain the EPC.

13. **END OF THE TERM**

13.1 **Return of the Premises**

At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease, and return all keys to the Premises to the Landlord.

13.2 **Exclusion of right to compensation**

Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

13.3 **Return of the Lease**

At the end of the Term, the Tenant is to return the original Lease to the Landlord and use reasonable endeavours to assist the Landlord in removing any notice relating to the Lease and the rights granted and reserved by it from the title number(s) referred to in **clauses LR2.1 and LR2.2** of the Land Registry Particulars.

14. **FREEDOM OF INFORMATION**

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

"EIRs"	the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them
"EIR Exception"	any applicable exemption to disclosure of information under the EIRs
"Exempted Information"	any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it
"FOIA Exemption"	any applicable exemption to disclosure of information under the FOIA
"Information"	means: (c) in relation to FOIA the meaning given under section 84 of FOIA; and (d) in relation to EIRs the meaning given under the definition of "environmental information" in section 2 of EIRs
"Request for Information"	has the meaning in the FOIA or any apparent request for information under the FOIA, the EIRs or the Code of Practice on Access to Government Information (Second Edition)

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

14.3 The Landlord shall be responsible for determining in its discretion (exercised reasonably) whether:

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

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

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

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

14.4.1 in certain circumstances without consulting the Tenant; or

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

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

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

14.5.1 transfer any Request for Information received by the Tenant as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

14.5.2 provide all such assistance as may reasonably be required from time to time by the Landlord and supply such data or information held by the Tenant for or on behalf of the Landlord as may be reasonably requested by the Landlord;

14.5.3 provide the Landlord with any data or information in its possession or power where such data or information is held for or on behalf of the Landlord in the form that the Landlord reasonably requires promptly after the Landlord requests that Information; and

14.5.4 permit the Landlord to inspect such as requested from time to time.

14.6 Nothing in this Lease will prevent the Landlord from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

15. **EXEMPT INFORMATION DOCUMENT**

15.1 **General**

- 15.1.1 The Tenant is not to send this Lease or any copy of it to the Land Registry without complying with this **clause 15**.
- 15.1.2 At the same time as this Lease or any copy of it is sent to the Land Registry, the Tenant is, on behalf of the Landlord, to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Landlord, applying for this Lease to be designated as an Exempt Information Document by the Land Registry the form of lease to be attached being in the form stipulated in the Agreement for Lease.
- 15.1.3 The Landlord is to provide the Tenant with the forms and the copy of the Lease each referred to in **clause 15.1.2** and the associated fee within ten days after completion of the Lease.

15.2 **Underletting**

- 15.2.1 If the Tenant underlets the whole or any part of the Premises, the provisions of this **clause 15.2** will apply if the underlease is registerable at the Land Registry.
- 15.2.2 Where any information to be contained in the underlease is information that is confidential under **clause 15.1.2**:
 - 15.2.2.1 the underlease shall contain confidentiality provisions in the same form as this clause; and
 - 15.2.2.2 the tenant and the undertenant shall agree to comply with **clause 15.2.3**.
- 15.2.3 At the same time as the underlease or any copy of it is sent to the Land Registry, the undertenant is, on behalf of the Tenant to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Tenant, applying for the underlease to be designated as an Exempt Information Document by the Land Registry.
- 15.2.4 For the purposes of **clause 15.2.3**, the copy of the underlease sent to the Land Registry with each Form EX1 is to exclude:
 - 15.2.4.1 the equivalent clause to this clause contained in the underlease and any clause in the underlease that refers to it;
 - 15.2.4.2 information in the underlease which is also confidential information in this Lease under **clause 15.1.2**; and
 - 15.2.4.3 any other information in the underlease that the Landlord or Tenant requires to be kept confidential.
- 15.2.5 The Tenant is to provide the undertenant with the forms referred to in **clause 15.2.3** and the copy of the underlease referred to in **clause 15.2.4** within ten days after the completion of the underlease.

16. **CONFIDENTIALITY**

16.1 **Non-Disclosure**

The Landlord and Tenant are not, without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), knowingly to disclose or publish or permit or cause to be disclosed or published any details of this Lease or any information provided by them to the either in connection with the negotiation of this Lease or the performance of their respective obligations under it or any application for approval made under it save only:

- 16.1.1 to the extent necessary in order to comply with the requirements of the Stock Exchange or other regulatory or compliance requirements;
- 16.1.2 to HM Revenue and Customs or the rating authority;
- 16.1.3 to the extent necessary to comply with statutory obligations;
- 16.1.4 to the extent necessary for audit purposes;
- 16.1.5 to the extent necessary to obtain professional advice in relation to the determination of any dispute;
- 16.1.6 to the extent ordered to do so by the court or any other competent authority;
- 16.1.7 (in the case of the Tenant) in connection with any financing or investment arrangements;
- 16.1.8 (in the case of the Tenant but only to the extent reasonably necessary) in connection with any proposed dealing with the Premises;
- 16.1.9 to the extent that it is already in the public domain (other than as the result of a breach by that party of this clause);
- 16.1.10 to the extent envisaged by **clause 14** (Freedom of Information); or
- 16.1.11 to the extent necessary for the proper performance of their respective obligations under this Lease.

16.2 **Professional Advisers**

Each of the parties is to procure that their professional advisers and agents are fully instructed and required to comply with these restrictions on disclosure as part of their terms of engagement.

17. **ENFORCEMENT**

17.1 **Applicable law**

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

17.2 **Service of notices**

Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.

17.3 **Jurisdiction**

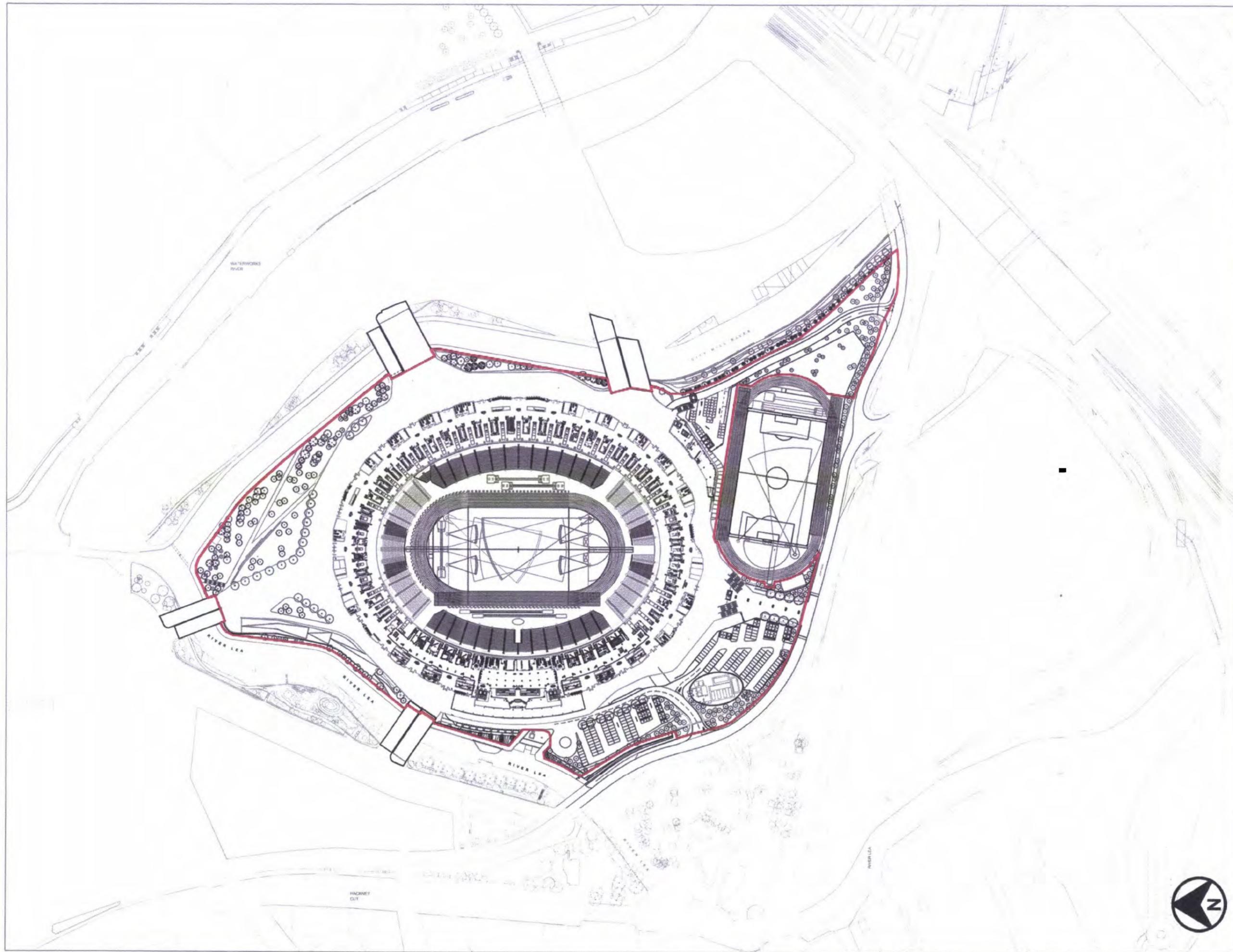
The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and enforce any judgment against the Tenant in the courts of any competent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

18. **STATUTORY FETTER**

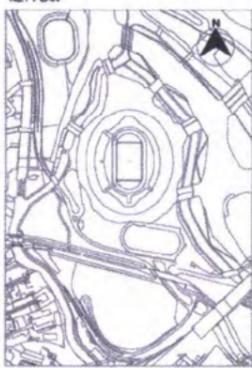
For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights, powers, duties and obligations in the exercise of its statutory functions nor relieve the Tenant from any obligation to obtain all approvals or consents as may from time to time would be requisite.

19. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LR1** of the Land Registry Particulars.



DO NOT SCALE THIS DRAWING.
 NOTES:
 KEY PLAN



REV	DESCRIPTION	DATE
P02	REVISED STAGE D DESIGN FREEZE	20.11.2012
P01	ISSUED FOR INTERIM REVISED STAGE D	20.11.2012
Rev	Description	Date

SAFETY, HEALTH AND ENVIRONMENT INFORMATION
 Based on the use of fundamental and generally accepted principles of
 occupational health and safety, the following information is provided for
 information only. It is not intended to be a substitute for a formal
 risk assessment.

POPULOUS™

PROJECT
 OLYMPIC STADIUM
 TRANSFORMATION (4535)

CLIENT
 LONDON LEGACY
 DEVELOPMENT CORPORATION

DRAWING TITLE
 GENERAL ARRANGEMENT
 LEVEL 00 SITE PLAN, PODIUM
 +12.0M (ATHLETICS MODE)

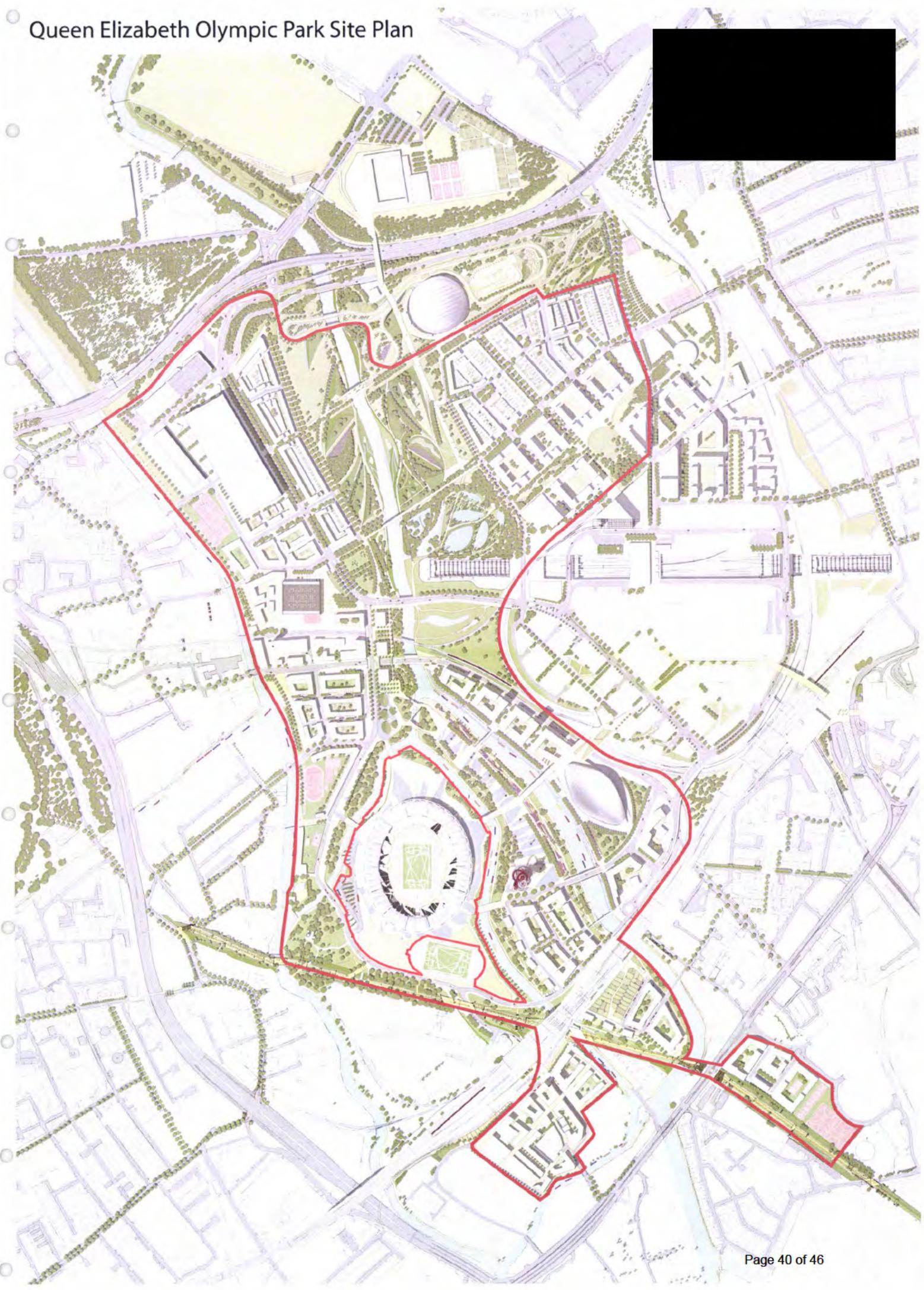
STATUS
 STAGE D

DRAWING NUMBER
 LC201-STA-GND-A-DSP-1000

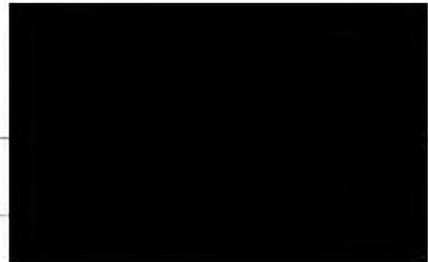
DATE	SCALE	SIZE	ORIENT
20/11/2012	1:1000	A0	NORTH

DRAWN BY	CHECKED	APPROVED	NOTES
AL	MA	PJ	

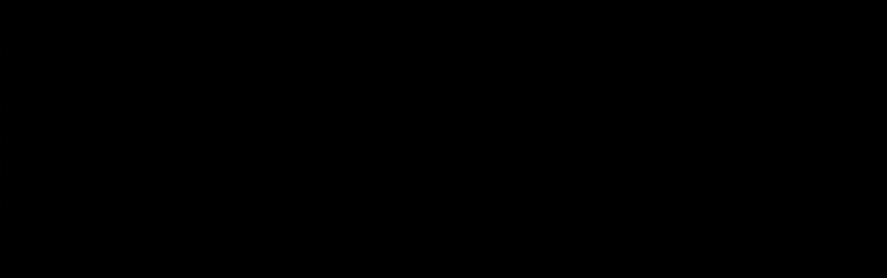




Schedule 4
Stadium Specification



Feature/ Function/ Area.		Summary description										
1.00	Seating Bowl											
1.01	Capacity	<p>Approximate net capacity; 54,000 spectators including 3,400 hospitality / VIP, indicative split as below;</p> <table border="1"> <thead> <tr> <th>Seat Type</th> <th>Capacity</th> </tr> </thead> <tbody> <tr> <td>General Admission (GA) Seats</td> <td>50,600</td> </tr> <tr> <td>Hospitality / Club Seats</td> <td>3,400</td> </tr> <tr> <td>Media Seats</td> <td>127</td> </tr> <tr> <td>Total</td> <td>54,127</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • Retractable and re-locatable lower tiers. • The front of the east and west lower tiers to be no more than 20m from the touchline opposite the centre spot. • The front of the north and south lower tiers no more than 19.5m from the goal line opposite the penalty spot. • To achieve capacity target with seats for pitch sports within the maximum viewing distance zone a bespoke demountable seating system has been added to the eastern side of the stadium, behind the lower tier, providing a visual connection between the upper and lower tiers and fast turnaround of stadium modes. 	Seat Type	Capacity	General Admission (GA) Seats	50,600	Hospitality / Club Seats	3,400	Media Seats	127	Total	54,127
Seat Type	Capacity											
General Admission (GA) Seats	50,600											
Hospitality / Club Seats	3,400											
Media Seats	127											
Total	54,127											
1.02	Accessible Seating Provisions	Wheelchair user + companion seats; 253 Amenity seats with armrests; 537										
1.03	Hospitality Seating	Replaced seating to revised seat spacing: VIP / Directors 600mm Min. Hospitality / Boxes 550mm Min.										
1.04	Media Seats	<ul style="list-style-type: none"> • Existing terrace units modified to incorporate 'super-risers' to accommodate new 127 media tribune writing/commentator positions. 										
2.00	Field of Play											
2.01	Generally	<ul style="list-style-type: none"> • New natural grass pitch will be fully irrigated and drained with extended area of in-field for ball sport use. • Existing stadium infrastructure to be adapted to suit specific requirements of the new field of play with new infrastructure incorporated within the stadium to service these facilities. • The new irrigation system will include water storage tanks and a computer controlled pop-up sprinkler installation. 										
2.01	Infield	<ul style="list-style-type: none"> • Extended area of grass comprising of Desso reinforced grass seeded pitch of 118m x 68m. • Artificial 3G grass installed between the touchlines and the running track, with pockets installed for Football and Rugby goal posts. 										

2.02	Under soil Heating	A New water-based under soil pitch heating system will be installed and computer controlled from a new pitch heating/irrigation plant room located beneath the podium.
2.03	D's at either end	Reconfiguration and re-laying Mondo surface including jumps, throws and steeplechase facilities.
2.04	Athletics Track	<ul style="list-style-type: none"> • Nine lane circuit and an inner steeplechase lane with water jump facility. • Nine lane sprint straight. • Track and associated facilities to conform to IAAF Construction Category 1 standards for competition category 1 events. • Synthetic track cover to be provided.
2.04	Pitch Side	Electronically addressable pitch side advertising boards for 3 sides of the grass pitch (north, south and east).
3.00	Dug-outs	
3.01	Generally	2 pitch sport dugout areas, each with high back padded chairs for 23 positions located in the West Stand.
4.00	Video Screens	
4.01	Generally	<p>New permanent video screen & scoreboard to North & South stands including associated control equipment will be provided.</p> <p>Intended sizes of 12.0m x 8.8m each, depending on supplier module size & mounting requirements.</p>
5.00	Turnstiles	
5.01	Generally	<ul style="list-style-type: none"> • 92 new full height electronic turnstiles will be provided around the stadium at podium level. • Electronic proximity readers for hospitality and VIPs at the west stand entrances.
6.00	Perimeter Screen and Security	
6.01	Generally	<ul style="list-style-type: none"> • New secure line to be established around the perimeter of the stadium at podium level. • The secure line will incorporate the concessions, electronic turnstiles and egress gates. • Crime opportunities minimised as few places hidden from observation. Remaining hidden areas to be treated with lighting, CCTV and landscaping.
6.03	Internal Cash office	<p>Cash office and cash delivery area has been located at lower ground in the vicinity of the NW field of play tunnel providing;</p> 

6.04	Other internal spaces	<ul style="list-style-type: none"> • Post room access controls and CCTV monitoring access portals. • External Retail area leading from LG to podium (vice versa) and to community area monitored with CCTV. • All external exit doors (stadium secure line) which will be utilised for emergency exits will be monitored from podium located CCTV @ 50%R. • 24 hour Security Control Suite (SCS) located in West Stand. Entry locations and emergency exit monitored by CCTV with access controls.
7.00	Podium Concourse	
7.01	Generally	The podium concourse within the ticketed area will facilitate subdivision within the stadium southern zone to enable segregation of home and away fans when operating in football mode. This subdivision will be solid; however will enable relocation to accommodate different away fan capacities.
8.00	Concessions – Level 00	
8.01	Generally	<p>Kiosk Food and Bar Service</p> <ul style="list-style-type: none"> • External podium to serve lower and upper tier General Admission (GA) spectators. • Estimated split of 60% food outlets: 40% bar serveries. • Base provision of catering service facilities to 40,000 GA spectators with the potential space to expand the catering service to the full GA net spectator capacity either on a temporary or permanent basis. • In principle all GA spectators will have access to the L00 concourse for food service.
9.00	WCs	
9.01	Generally	New WCs located on podium level of stadium.
10.00	Stadium Accommodation	
10.01	Generally	<p>4,400m² of concessionaire lease areas provided as shell spaces with no internal finishes or partitions, for future fit out by occupier, these include;</p> <ul style="list-style-type: none"> • Concessionaire retail spaces • Concessionaire general storage shell space • Concessionaire main office shell space • Concessionaire / venue operator office shell space • Media area shell space
11.00	Ticket Office	
11.01	Generally	Provision of new building to the South East of the stadium island on the podium.
12.00	Hospitality West Stand	
12.01	Generally	<p>Hospitality accommodation areas to include;</p> <p>Podium Level Hospitality Lounge (level 00)</p> <p>VIP / Directors' Lounge & Dining Area (level 01)</p>

		<p>VIP Boardroom (level 01)</p> <p>Directors Lounge (level 01)</p> <p>Private Boxes (15nr on level 01)</p> <p>Club Lounge North (level 01)</p> <p>Club Lounge South (level 01)</p> <p>Hospitality Dining / Lounge Area (level 01)</p> <p>Hospitality Lounge Concourse (level 02)</p> <p>Hospitality Dining / Lounge Area (level 02)</p> <p>Preparation kitchens on all 3 levels of hospitality.</p> <p>Main Production kitchen located on lower ground.</p>
13.00	Changing Zone – level 00	
13.01	Generally	<ul style="list-style-type: none"> • Lower ground level reconfigured to support operation of both athletics and ball sports. • 1500sqm space provided for football operation. • 350sqm further area provided for general competitor changing rooms for athletes or other sports users. • Separate officials changing area 110sqm. • Indoor sprint/call track and dope testing/medical suite retained. • Male and female changing rooms for the Community Track. • Storage facility for the Community Track • Weight Training, Reception Area and Classroom/Club for the Community Track. • Office space allocation for operator will be made available.
14.00	Storage Space	
14.01	Generally	Located on lower ground level.
15.00	Control Rooms - level 01	
15.01	Generally	<ul style="list-style-type: none"> • New stadium control centre constructed at level 01 to accommodate emergency services and stadium CCTV. • Further rooms to be fitted out to support football media broadcast. FF&E to be provided by Operator.
16.00	Podium Access	
16.01	Generally	<ul style="list-style-type: none"> • New public access stairs and lifts provided to the south and south east of the stadium providing vertical circulation links between podium and lower ground level.
17.00	Main Roof	
17.01	Generally	<ul style="list-style-type: none"> • Full roof coverage will be provided to all stadium seats in retracted or extended position. • Coverage is defined as being within the stadium roof-edge 'drip-line'.

		<ul style="list-style-type: none"> • Roof covering will be a combination of metal cladding and polycarbonate (to allow light on the pitch). • The extended roofing will support extended and enhanced lighting and PAVA installations.
18.00	Stadium Flood Lighting	
18.01	Generally	<ul style="list-style-type: none"> • New floodlights will be located on inner edge of the new and extended roof. • Provision will be made for current best practice HDTV flood-lights to a minimum of 2500 LUX with 'flicker free' capability. • Lighting will be designed via switching to support top level Football, Athletics, Rugby and American football without physical alteration. Overlay capability for cricket and baseball.
19.00	Existing Structure	
19.01	Generally	Existing structure finishes / treatments will be upgraded to achieve 50 year life span with maintenance and life cycle activity.
20.00	External Works	
20.01	Generally	New hard & soft landscaping works will be undertaken to northern edge of the stadium podium.
21.00	Catering Fit Out and Equipment	
21.01	Generally	Fit out and catering equipment to main kitchen, forward kitchens and concessions to be undertaken by stadium catering contractor.
22.00	Stadium Island Access Bridges	
22.01	Generally	Bridges F17, F07, F11, H04, H05 will be retained permanently. Bridges, bridge abutments and railings will be upgraded from temporary to permanent where relevant.
24.00	Design Codes	
24.01	Generally	<p>To comply where appropriate with the following technical and design standards:</p> <ul style="list-style-type: none"> • Guide to Safety at Sports Grounds – 5th Edition, 2008 • Premier League Handbook 2011/2012 • IAAF Competition Rules 2012-2013 Technical Regulations for IAAF World Athletics Series (as at 1 January 2012) • RFU Professional Game Board (PGB) Minimum Standards Criteria for Season 2011/12 Sports, Entertainment, Music and Dance, Boxing, Wrestling and Cinematography licences • IAAF Track and Field Facilities Manual (2008 Edition) • FSADC Seating Sightline Terracing Guide 1991 • FSADC Stadium Public Address Systems Guide 1991 • FSADC Stadium Roofs Guide 1992 • FSADC Toilet Facilities at Stadia 1993 • FLA Sports Ground and Stadia Design Guides,

including:

SGSG No 1 – Accessible Stadia

SGSG No 2 – Control Rooms

SGSG No 3 – Concourses

- UEFA Stadium Infrastructure Regulations 2006 (selected elements) UEFA Stadium Infrastructure Regulations Edition 2010
- FIFA Football Stadiums Technical Recommendations and Requirements 5th edition 2011
- District Surveyors Association Guides: Model Technical Regulations for Places of Public Entertainment
- Guide to Health, Safety and Welfare at Pop Concerts and similar events
- Building Regulations Approved Documentation / British & European Standards and Codes of Practice
- Fire Safety – Fire Precautions Act 197 and BS9999
- Disability Discrimination Act 1995
- Licensing Act 2003 – Current alcohol consumption legislation relating to stadia

25.00 Car Parking

Car park	Normal spaces	Disabled Spaces	Total	
Southern car Park	78	19	97	Space required for OBS and away supporters coaches
Western Car Park	66	17	83	Includes coach drop off
VIP Car Park	39	10	49	
Community Athletics Track Car Park	25	3	28	Plus 3 coach spaces
Totals	208	49	257	