



Dated

22nd March.

2013

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

Agreement for leases

for the letting of premises known as Stadium Island Site

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PARTICULARS

Date	22 March	2013
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 is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ.	
Completion Date	10 working days after the later of the Unconditional Date or 5 September 2013.	
Landlord's Solicitors	Eversheds LLP of One Wood Street, London EC2V 7WS (Ref: JFB/7264764).	
Premises	(a) The premises known as the Stadium Island Site referred to in the Stadium Lease as the Premises and shown for identification edged red on plan 1 attached to the Stadium Lease and includes the Stadium; and (b) the Premises known as the Community Track referred to in the Community Track Lease as the Premises and shown for identification edged red on plan 1 attached to the Community Track Lease and includes the Community Track.	
Principal Rent	A peppercorn.	
Rent Commencement Date	The date the Leases are completed in accordance with clause 4.2 ;	
Tenant's Solicitors	Trowers & Hamlins LLP of 3 Bunhill Row, London, EC1Y 8YZ (Ref: SZU.48376.53).	
Term Commencement Date	The quarter day preceding the Unconditional Date.	
Title Number(s)	EGL533910.	

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

BETWEEN

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

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

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

"Actual Completion"	actual completion of the grant of the Leases and "Date of Actual Completion" is to be interpreted accordingly
"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
"Commercial Conditions"	the Standard Commercial Property Conditions (Second Edition)
"Community Track"	the Community Track forming part of the Community Track Premises
"Community Track Lease"	a Lease of the Community Track Premises to be granted by the Landlord to the Tenant in the form attached to this Agreement with such variations as are necessary and the parties shall agree (acting reasonably) to reflect the provisions of the Planning Agreement
"Community Track Premises"	the Premises referred to in paragraph (b) of the definition "Premises"

"Concession Agreement"	the concession agreement or agreements to be entered into by the Tenant
"Contract Rate"	4% per annum above the base lending rate from time to time of Barclays Bank Plc
"Confidential Information"	<p>(a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; and</p> <p>(b) Commercially Sensitive Information</p>
"Commercially Sensitive Information"	the sub-set of Confidential Information listed in column 1 of Part 1 (Commercially Sensitive Contractual Provisions) and column 1 of Part 2 (Commercially Sensitive Material) of Schedule 7 (Commercially Sensitive Information), in each case for the period specified in column 2 of Part 1 and Part 2 of Schedule 7
"Dissolution"	the winding up or dissolution of the Tenant in accordance with the Limited Liability Partnerships Act 2000 and any regulations made pursuant to that Act
"End Date"	1 September 2014
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued in relation to such regulations
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation as defined in section 84 of the Freedom of Information Act 2000 (made under the Freedom of Information Act 2000 from time to time together with any guidance

and/or codes of practice issued in relation to such Act)

“Force Majeure”

any one or more of the following:

- (a) fire;
- (b) storm or other exceptionally adverse weather conditions;
- (c) war, hostilities, rebellion, insurrection, military or usurped power or civil war;
- (d) labour lockouts, strikes or other industrial disputes;
- (e) riot, terrorist action, civil commotion or disorder;
- (f) decree of government;
- (g) non-availability of labour, materials or equipment; and
- (h) any other causes or circumstances beyond the reasonable control of the Tenant or the Building Contractor

“Leases”

the Stadium Lease and the Community Track Lease

“Local Planning Authority”

the relevant authority to whom the Application is made including the relevant authority who shall grant the Planning Permission

“Members”

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

“Original Rights”

any right enjoyed or obligations enforceable by the Landlord in respect of the Original Works

“Original Works”

the works of remediation or construction on or of the Premises or any services in relation thereto carried out prior to the date hereof

"Particulars"	the Particulars set out at the front of this Agreement
"Planning Act"	Town and Country Planning Act 1990
"Planning Agreement"	<p>an agreement or undertaking in respect of and affecting the Premises (whether or not also affecting other property) pursuant to:</p> <ul style="list-style-type: none"> (a) section 106 of the Planning Act; (b) section 111 Local Government Act 1972; (c) sections 38 or 278 Highways Act 1980; (d) section 33 Local Government (Miscellaneous Provisions) Act 1982; (e) section 104 Water Industry Act 1991 or any other provision of similar intent, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water or the drainage of surface or foul water from the Premises; or (f) any agreement with an appropriate authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them
"Planning Application"	the planning application in relation to the Stadium made on 19 July 2012 to the Local Planning Authority and assigned Reference No: 12/00066/FUM
"Planning Condition"	the conditions set out in paragraph 1.1 of Schedule 4
"Planning Permission"	the planning permission, not being an outline planning permission, for the Pre-Concession Works granted pursuant to the Planning Application

“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 and 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
“Pre-Concession Works Warranty”	a warranty in favour of the Landlord from the Building Contractor in accordance with the terms of the Building Contract
“Satisfactory Planning Permission”	a Planning Permission on Satisfactory Terms
“Satisfactory Terms”	terms (including conditions and the provisions of the Planning Agreement) which are satisfactory to the Landlord and Tenant acting reasonably
“Scheduled Date”	the date by which the Pre-Concession Works are to be completed as shall be agreed by the Landlord and Tenant (acting reasonably)
“Specialist”	has the meaning given to it in paragraph 1 of Schedule 3
“Specification”	the specification(s) annexed to this Agreement subject to any changes agreed from time to time by the Members
“Stadium”	the stadium located at Stratford, East London as indicated on the plan referred to in paragraph (a) of the definition of “Premises” or any replacement thereof
“Stadium Lease”	a Lease of the Stadium Premises to be granted by the Landlord to the Tenant in the form attached to this Agreement with such variations as are necessary and as the parties shall agree (acting reasonably) to reflect the provisions of the Planning Agreement.

"Stadium Premises"	the Premises referred to in paragraph (a) of the definition "Premises"
"Statutory Guidance"	the Contaminated Land Statutory Guidance dated April 2012 issued by the Department of the Environment, Food and Rural Affairs
"Title Matters"	the agreements, covenants, declarations, easements, exceptions, provisions, reservations, stipulations and other matters, if any, set out in clauses 3.4 and 3.6 of the Leases
"Unconditional Date"	the date on which the Planning Condition is satisfied.

2. **INTERPRETATION**

Interpretation

In this Agreement:

- 2.1 **subsidiary undertaking** and **parent undertaking** shall bear the meanings ascribed thereto in section 1162 of the Companies Act 2006;
- 2.2 any reference to any statute or statutory provisions (whether specifically named or not) shall be construed as references to such statute or statutory provisions as respectively amended, extended, modified or re-enacted from time to time and shall include any provisions of which they are re-enactments whether with or without modification, and any statutory instruments, orders, by-laws, directions and notices made pursuant to it whether made before or after the date of this Agreement;
- 2.3 any reference to an agreement, deed or document shall be construed as including any written amendment, variation, alteration, modification or novation of it and anything expressed to be supplemental to it or expressed to be entered into under or pursuant to the terms of it;
- 2.4 where the context so admits, words importing the singular shall include the plural and vice versa;
- 2.5 where the context so admits, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, partnerships, corporations and unincorporated associations;

- 2.6 unless the context otherwise requires reference to any clause, sub-clause, paragraph or schedule shall be construed as reference to that clause, sub-clause, paragraph or schedule (as the case may be) of or to this Agreement;
- 2.7 the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 2.8 any phrase introduced by the term include, including, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term;
- 2.9 the Particulars form part of this Agreement and words and expressions set out in the Particulars are to be treated as defined terms in this Agreement.
- 2.10 Part 1 of the Commercial Conditions, as varied by Part 1 of **Schedule 1**, form part of this Agreement so far as they are applicable to the letting of the Premises and are consistent with the express terms of this Agreement. Part 2 of the Commercial Conditions do not form part of this Agreement.
- 2.11 "working day" has the meaning given to it in the Commercial Conditions.

3. **CONDITIONAL**

The provisions of **clause 10** will not have effect until the Unconditional Date.

4. **AGREEMENT FOR LEASE**

4.1 **Agreement for the grant of the leases**

The Landlord agrees to grant with vacant possession and the Tenant agrees to accept the grant of the Leases on the Completion Date.

4.2 **Timing for completion**

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

4.2.2 For the avoidance of doubt neither the Landlord or the Tenant should be required to complete either Lease unless the other party is contemporaneously willing and able to complete the other Lease.

4.3 **Rights of Inspection**

The Tenant shall have a right to inspect the Premises in accordance with the provisions of **Schedule 2**.

5. **TITLE**

5.1 **Title deduced**

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

5.1.1 any matters registered against the Title Number(s) after 19 March 2013 at 16:14:31 that relate to matters that the Landlord has not previously disclosed to the Tenant; and

5.1.2 any financial charges registered against the Title Number(s).

5.2 **Title guarantee**

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

6. **TITLE MATTERS**

6.1 **Specific matters**

The Premises are let subject to and, to the extent that the Landlord is able to grant them, with the benefit of the Title Matters.

6.2 **Tenant's knowledge**

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

6.3 **General matters**

The Premises are let subject to:

6.3.1 the matters contained or referred to in Commercial Condition 3.1.2;

6.3.2 any registered local land charges and any matter capable of being registered as a local land charge even if not so registered at the Date of Actual Completion;

- 6.3.3 any notice, order or proposal given or made by a government department or by any public or local authority, statutory undertaker or other competent body or person;
- 6.3.4 all charges, orders, proposals, restrictions, agreements, notices or other matters arising under the town and country planning or highways legislation which affect or relate to the Premises and to any orders or regulations made under that or any other legislation;
- 6.3.5 all rates, charges and other outgoings which affect or are charged on the Premises except for any mortgage or legal charge relating to money secured on the Premises;
- 6.3.6 any unregistered interest that overrides the disposition effected pursuant to this Agreement under Schedules 1, 3 or 12 Land Registration Act 2002;
- 6.3.7 all public or private rights of way and other rights, easements or quasi-easements and wayleaves affecting the Premises, but without any liability on the Landlord to define them; and
- 6.3.8 all liability to repair and maintain roads, paths, conduits, fences and other like matters or to contribute to the cost of their repair and maintenance, but without any liability on the Landlord to provide evidence of or to apportion liability.

7. **THE LEASE**

7.1 **Engrossment of the Lease**

The Leases and their counterparts are to be prepared by the Landlord's Solicitors and an engrossment of the counterpart Leases is to be delivered to the Tenant's Solicitors at least 5 working days before the Completion Date.

7.2 **Terms of the Leases**

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

- 7.2.1 the Term Commencement Date;
- 7.2.2 the Rent Commencement Date;
- 7.2.3 the Principal Rent; and
- 7.2.4 the details of the Notice and Declaration set out in **clause 7.3**.

7.3 Contracting-out

The Landlord and the Tenant have agreed to exclude the provisions of sections 24 to 28 Landlord and Tenant Act 1954 in relation to the tenancies to be created by the Leases. The Tenant confirms that before the date of this Agreement:

- 7.3.1 the Landlord served on the Tenant a notice ("the Notice") dated 21 March 2013 in relation to the tenancy to be created by the Leases in a form complying with the requirements of Schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- 7.3.2 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
- 7.3.3 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.

7.4 Noting of this Agreement

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

7.5 First registration

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

- 7.5.1 register the Leases at the Land Registry and, on completion of that registration, is to provide the Landlord with official copies of the title to the Leases showing the Tenant registered as proprietor together with any title plan produced or updated by the Land Registry as part of that registration; and
- 7.5.2 note against the Title Number(s) both the benefit of rights in favour of the Landlord reserved over the Premises by the Leases and the burden of rights granted to the Tenant by the Leases over the Landlord's title to the Premises.

7.6 **Confidential terms in the Lease**

At the same time as the Leases or any copy of them is sent to the Land Registry for first registration, the Tenant is, on behalf and at the cost of the Landlord, to make an application to the Land Registry on Form EX1 and Form EX1A, each signed by the Landlord and in the form required by the Landlord, applying for the Leases to be designated as an Exempt Information Document by the Land Registry. The Landlord is to provide the Tenant with the relevant documentation and the Land Registry fee on the date of the Leases.

8. **ENVIRONMENTAL**

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

- "Claim"** any:
- (a) demand, notice or claim;
 - (b) civil, criminal, regulatory or administrative proceedings or other enforcement process
- given, brought or taken by any person (including a Relevant Authority under any law or any permission (of any nature)) relating to the Environment;
- "Contaminated Land Regime"** (a) Part IIA Environmental Protection Act 1990 (the **EPA**); and
- (b) sections 161A, 161AA, 161AB, 161B, 161C, 161D Water Resources Act 1991,
- and any guidance or regulations issued from time to time in relation to them;
- "Contamination"** the presence of any substance at, in, on or under the Premises which is capable of causing harm to the Environment;
- "Effect of any Contamination"** any Contamination and its actual or potential effect on the Environment, including any actual or potential Migration;

“Environment”

any or all of:

- (a) air (including air within buildings or other natural or man made structures, above or below ground);
- (b) water (including water under or within land, or in drains or sewers, and surface, ground, coastal and inland waters);
- (c) land (including surface land, sub-surface strata, land under water and natural and man made structures); and
- (d) living organisms (including humans), including the ecological systems of which they form part, and, in the case of man, including his senses and his property

“Ground Condition Surveys”

all information, materials, documentation and data which the Tenant has obtained or which has been generated by or on or their behalf pursuant to any investigation undertaken by the Tenant.

“Losses”

losses, liabilities (including any liability to pay for or to undertake Remedial Action) damages, fines or penalties, costs or expenses (including professional or technical fees).

“Migration”

the migration or other movement of Contamination from the Premises into the Environment at any time and by any means.

“Retained Property”

has the meaning contained in the Leases

“Relevant Authority”

any authority whether statutory or non-statutory or governmental or non-governmental having responsibility for matters relating to the Environment under

environmental laws.

"Remedial Action"

- (a) remediation as defined in section 78A(1)(7)EPA; or
- (b) works under section 161 Water Resources Act 1991; or
- (c) works or other measures relating to Contamination reasonably required to make the Premises suitable for the proposed development or use specified in the Satisfactory Planning Permission;

including in each case any requisite surveys, investigations or monitoring.

8.2 The Tenant acknowledges that:

8.2.1 in relation to the Premises to be demised to the Tenant by the Landlord it has made enquiries about such Premises and that those enquiries are sufficient for the Tenant:

8.2.1.1 to be aware of;

8.2.1.2 to assess; and

8.2.1.3 to accept the risk of the Effects of any Contamination in relation to the Premises;

8.2.2 it has not relied on any representation or warranty made by or on behalf of the Landlord about any one or more of:

8.2.2.1 the physical condition of the Premises; or

8.2.2.2 any state of affairs or conditions existing or which may have existed at the Premises; or

8.2.2.3 the Effect of any Contamination;

8.2.3 in respect of the Premises the Tenant shall be responsible on or after the Completion Date, whether under the Contaminated Land Regime or otherwise, in respect of the Effect of any Contamination or in respect of any Claims relating to the Premises or any part of it and the Tenant shall be liable and shall if required by any Relevant Authority

undertake or to pay for any Remedial Action required in relation to the Effect of any Contamination or for any Claims relating to the Premises or the Retained Property which arise from the Effect of Contamination.

8.3

8.3.1 Without limiting any other of the Landlord's rights, the Tenant indemnifies the Landlord against any Losses (including without limitation the reasonable and proper costs and expenses of any mitigation) required pursuant to **clause 8.2.3** suffered or incurred by the Landlord arising out of or in connection with any Claim made against the Landlord concerning the Effect of any Contamination for which the Tenant is responsible under **clause 8.2.3** at the Premises;

at the
Premises

Excluded
not

8.3.2 The Landlord shall take reasonable steps to mitigate its Losses.

8.4 If a Relevant authority seeks to apportion liability for the Effect of any Contamination between the Landlord or the Tenant:

8.4.1 the Landlord and Tenant agree that all Losses arising under the Contaminated Land Regime, will be borne by the Parties as set out in this **clause 8**;

8.4.2 the Landlord and Tenant shall be entitled to disclose a copy of this clause to the Relevant Authority.

8.5 The Landlord and Tenant agree that the provisions of this **clause 8** constitutes an agreement on liabilities for the purposes of the Contaminated Land Regime and the Statutory Guidance issued in respect of it (including without limitation paragraph 7.29 of section 7).

8.6 Subject to **clause 8.4**, the Landlord and the Tenant respectively undertake with each other that the results of any Ground Condition Surveys shall be kept and treated as confidential. The provisions of this clause shall survive any termination, determination or expiry of this Agreement

8.7 It is acknowledged between the Landlord and Tenant that the undertaking on the part of the Tenant contained in **clause 8.6** shall not apply:

8.7.1 to any investigation information which comes into the public domain otherwise than through any failure on the part of the Tenant or any of its professional advisers, agents or consultants; or

8.7.2 if it is required to be disclosed pursuant to applicable laws or a final unappealable and legally binding order of any competent judicial, governmental or regulatory body Provided that before the disclosure of any information pursuant to this sub-clause, the Tenant will to the

extent permitted by law inform the Landlord of the circumstances and the details of the information that will be disclosed;

9. **ENFORCEMENT OF ORIGINAL RIGHTS**

9.1 Subject to **clause 9.8**, the Landlord shall enforce its Original Rights at the written request of the Tenant in accordance with the terms of **clauses 9.2 to 9.7**.

9.2 In the event of any occurrence of any defect or defects of design, materials or workmanship in the Original Works ("the Defects") in respect of which there are Original Rights which are capable of enforcement in the reasonable opinion of the Landlord then the Tenant may, but without any obligation so to do, serve upon the Landlord a notice ("the Defects Notice") providing such details of the Defects as are then known to the Tenant.

9.3 Following receipt of a Defects Notice, the Landlord shall (subject to **clause 9.5**) at the request of the Tenant and subject to the provisos of this sub-clause commence court or arbitration proceedings on its own account to seek to recover damages in respect of the Tenant's losses against any third party against whom there are Original Rights for losses arising out of Defects ("the Proceedings"). The provisos to which the obligation upon the Landlord to be involved in the Proceedings is subject are:

9.3.1 that the period of limitation for the relevant claim has not expired;

9.3.2 that the Tenant provides to the Landlord a full indemnity for any costs, fees, disbursements and expenses to the Landlord of the Proceedings and for any other cost costs, fees, disbursements and expenses the Landlord may incur in relation to the Proceedings and for any liabilities which the Landlord may incur to the relevant third party or any other parties involved in the Proceedings by way of costs counterclaim or otherwise.

9.4 The Landlord shall be entitled to require that security for payment of all costs, fees, disbursements and expenses referred to in **clause 9.3.2** is provided by the Tenant in a form reasonably satisfactory to the Landlord before it is required to comply with the obligation on its part contained in **clause 9.3**.

9.5 In respect of any Proceedings requested by the Tenant pursuant to **clause 9.3**, the Landlord may notify the Tenant within 10 working days that it does not wish to commence such proceedings, in which case the Landlord will provide to the Tenant full authority to the Tenant to pursue the Proceedings in the name of and on behalf of the Landlord. The Tenant will keep the Landlord informed of any material developments in the Proceedings.

- 9.6 The Landlord may at any time on reasonable notice to the Tenant take over conduct of the Proceedings. On receipt of the Landlord's notice, the Tenant shall:
- 9.6.1 take all the steps necessary to transfer conduct of the Proceedings to the Landlord; and
 - 9.6.2 provide all necessary assistance and fully co-operate with the Landlord in connection with the Proceedings.
- 9.7 In the event that damages or any other sums are recovered as a result of the Proceedings then the Landlord to the extent that such damages or any other sums relate to the Tenant's losses will hold such damages or any other sums on trust for the Tenant and will account to the Tenant for the same.
- 9.8 The Landlord agrees with the Tenant to indemnify the Tenant against all actions charges claims demands expenses losses and other liabilities of the Tenant which arise from any Defects ("the Liabilities") provided only and to such extent that such Liabilities are recovered by the Landlord under the Proceedings.
- 9.9 As an alternative to the obligations on its part in **clause 9.3**, the Landlord may elect, in its absolute discretion, to assign to the Tenant the benefit of the relevant Original Rights. Following any such assignment the Landlord is released from any obligation to enforce the terms of the relevant Original Rights at the request of the Tenant and any other obligations contained in **clauses 9.3 to 9.8**.

10. **PRE-CONCESSION WORKS**

- 10.1 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.
- 10.2 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.
- 10.3 The Tenant shall use reasonable endeavours to procure that the Building Contractor shall enter into the Pre-Concession Works Warranty on the completion of the Building Contract or as soon as practicable thereafter.

11. **ADDITIONAL PROVISIONS**

11.1 **Information provided**

The Tenant acknowledges that:

11.1.1 this Agreement has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord, other than any statements or representations given by the Landlord's Solicitors in written replies to written enquiries raised by the Tenant's Solicitors before the date of this Agreement; and

11.1.2 any liability of the Landlord and any remedy of the Tenant at law or in equity in respect of any statement or representation is excluded to the extent authorised by the Misrepresentation Act 1967 and the Unfair Contract Terms Act 1977.

11.2 **Incorporation of documents**

The letters, undertakings and other documents (if any) referred to in Part 2 of **Schedule 1**, if any, are incorporated into and form part of this Agreement.

11.3 **Entire agreement**

This Agreement, including the letters, undertakings and other documents referred to in Part 2 of **Schedule 1** (if any), constitutes the entire contract between the parties and may be varied or modified only in writing by the parties or their authorised representatives specifically referring to this clause and stating that this Agreement is varied in the manner specified.

11.4 **No demise**

Nothing in this Agreement creates any demise of the Premises, but for the avoidance of doubt the Tenant may enter into a Concession Agreement consistent with the provisions of this Agreement.

11.5 **VAT**

Any payment for a supply made under this Agreement is exclusive of any VAT chargeable on that payment. An obligation under this Agreement to pay money includes an obligation to pay any VAT chargeable on that payment where payment becomes due under the VAT Act 1994. When a taxable supply is made for the purposes of VAT under this Agreement, a valid VAT invoice is to be issued by the supplier to the recipient in respect of that supply.

11.6 **Contracts (Rights of Third Parties)**

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.

11.7 **Bridge Easements**

The Landlord will use reasonable endeavours to procure the completion of any outstanding deeds of grant in respect of the Bridges F11 and H04 from British Waterways Board (now known as the Canal & River Trust) and following completion of the same the Landlord shall provide copies thereof to the Tenant.

11.8 **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 be requisite.

12. **TERMINATION**

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

12.1.1 the Tenant breaches the terms of this Agreement and either;

12.1.1.1 that breach is incapable of remedy; or

12.1.1.2 that breach is capable of remedy and the Tenant does not remedy the breach within such reasonable period as the Landlord shall specify;

12.1.2 the Stadium is substantially damaged or destroyed prior to the Completion Date; or

12.1.3 anything occurs in relation to the Tenant which, had the Lease been granted, would entitle the Landlord to exercise its right of re-entry under the Lease; or

12.1.4 the winding up or dissolution of the Tenant.

13. **EFFECT OF TERMINATION**

If this Agreement comes to an end before the grant of the Leases:

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

13.2 the Tenant will immediately apply to cancel any notice registered at the Land Registry in respect of this Agreement and provide written evidence to the Landlord both of the application for cancellation and any acknowledgment of the cancellation;

13.3 except in relation to this **clause 13**, neither the Landlord or the Tenant will be under any future liability to the other under this Agreement.

14. **LANDLORD'S LIABILITY**

Contractual responsibility

The Landlord's obligations and duties in relation to the Premises are exclusively limited to the contractual obligations and duties contained in this agreement.

15. **NON-ASSIGNMENT**

15.1 **No assignment by the Tenant**

The Tenant is not to assign this Agreement.

15.2 **Original tenant of the Leases**

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

15.3 **No charging**

The Tenant is not to mortgage or charge or in any way pledge as security its interest under this Agreement.

16. **CONFIDENTIALITY**

16.1 **Confidential Information**

16.1.1 The parties agree that the provisions of this Agreement shall, subject to **clause 16.1.2** below, not be treated as Confidential Information and may be disclosed without restriction.

16.1.2 **Clause 16.1.1** above shall not apply to provisions of this Agreement designated as Commercially Sensitive Information and listed in **Part 1** and **Part 2 of schedule 7** which shall, subject to this **clause 16**, be kept confidential for the periods specified in those Parts.

16.1.3 The parties shall keep confidential all Confidential Information received by one party from the other party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents

from making any disclosure to any person of any such Confidential Information.

16.2 Permitted disclosure

Clause 16.1.2 and **16.1.3** shall not apply to:

- 16.2.1 any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Agreement for the performance of those obligations;
- 16.2.2 any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this **clause 16**;
- 16.2.3 any disclosure to a specialist pursuant to **Schedule 3** or in connection with a dispute;
- 16.2.4 any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;
- 16.2.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- 16.2.6 any provision of information to the parties' own professional advisers or insurance advisers or insurers or any other party to enable the parties to carry out their obligations under this Agreement;
- 16.2.7 any registration or recording of any required consents;
- 16.2.8 any disclosure of information by the parties to Her Majesty's Department of Culture, Media and Sport, Her Majesty's Department for Communities and Local Government, the Greater London Authority or any other governmental, parliamentary, public or regulatory body;
- 16.2.9 any disclosure for the purpose of:
 - 16.2.9.1 the examination and certification of the parties books of accounts;

16.2.9.2 complying with a proper request from a party's insurance adviser, or insurer on placing or renewing any insurance policies or in relation to any claim or loss adjustment; or

16.2.9.3 (without prejudice to the generality of **clause 16.1.4** above) compliance with the FOIA and/or the Environmental Information Regulations;

provided that, to avoid doubt, neither **clause 16.2.9.2** nor **16.2.3** above shall permit disclosure of Confidential Information otherwise prohibited by this **clause 16** where that information is exempt from disclosure under section 41 of the FOIA.

16.3 Where disclosure is permitted under **clause 16.2**, other than under **clause 16.2.2, 16.2.4, 16.2.5, 16.2.7** and **16.2.9**, the party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

16.4 The parties shall not make use of this Agreement otherwise than for the purpose of this Agreement, except with the written consent of the other party.

16.5 The parties acknowledge that the Audit Commission has the right to publish details of this Agreement (including Commercially Sensitive Information) in its relevant reports to Parliament.

16.6 The provisions of this **clause 16** are without prejudice to the application of the Official Secrets Acts 1911 to 1989.

16.7 Unless otherwise required by any law or any regulatory or governmental authority (but only to that extent), neither party shall make or permit or procure to be made any public announcement or disclosure (whether for publication in the press, the radio, television screen or any other medium) of any Confidential Information or, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed).

16.8 The parties acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate each other's compliance with any information disclosure requirements.

16.9 The Landlord acknowledges that (notwithstanding the provisions of **clause 16** the Tenant may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 (the **Code**)), be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning this Agreement:

- 16.9.1 in certain circumstances without consulting with the Landlord; or
- 16.9.2 following consultation with the Landlord and having taken its views into account,
- 16.9.3 provided always that where **clause 16.9.1** above applies the Tenant shall, in accordance with the recommendations of the Code, draw this to the attention of the Landlord prior to any disclosure.

17. **ENFORCEMENT**

17.1 **Applicable law**

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

17.2 **Jurisdiction**

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

18. **SIGNING**

This Agreement has been signed under hand by or on behalf of the Landlord and the Tenant and it is exchanged on the date set out in the Particulars.

SCHEDULE 1

Part 1

Variations to the Commercial Conditions

1. **Exclusion of Commercial Conditions**

Commercial Conditions 2.2, 3.1.2, 4, 5, 6.3.1, 6.4.2, 7, 8.3.6, 8.3.7, 8.3.8, 10.2.4 and 11 are excluded.

2. **Variation of Commercial Conditions**

2.1 In Commercial Condition 1.3, all references to service by e-mail are deleted.

2.2 Commercial Condition 1.4.1 reads "An obligation to pay money includes an obligation to pay any value added tax chargeable in respect of that payment."

2.3 In Commercial Condition 6.1.3, the Landlord's obligations extend only to documents in the possession of the Landlord or its mortgagee.

2.4 In Commercial Condition 8.3.1, the words "Subject to Condition 8.3.6" are deleted.

2.5 Commercial Condition 8.3.2 reads "Apportionment is to be made with effect from the date of actual completion."

2.6 In Commercial Condition 9.3.2, the words "between completion date and actual completion" are replaced by "from and including the completion date to and including actual completion".

2.7 Commercial Condition 9.3.4 reads "The seller will take the net income from the property until completion as well as compensation under condition 9.3.1."

2.8

Part 2

Incorporated documents

Date	Document	Parties
	None	

Part 3

Title guarantee

Further assurances

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

SCHEDULE 2

Inspection before the grant of the Leases

1. **Right to inspect the Premises**

The Tenant will be entitled to inspect the Premises if accompanied by the Landlord.

2. **Notice**

The Tenant shall give reasonable prior notice to the Landlord if it requires to exercise its right to inspect the Premises and shall notify the Landlord as to the purpose of such inspection.

3. **Consents**

The right for the Tenant to inspect the Premises is subject to the Landlord being able to obtain all necessary consents for such inspection which the Landlord shall use reasonable endeavours to obtain.

SCHEDULE 3

Dispute Resolution

1. Appointment of Specialist

- 1.1 The Specialist is to be in relation to any dispute under **Schedule 4**, an independent chartered surveyor of not less than ten years' qualification who is experienced in the obtaining of planning permissions for developments of a similar nature and size to the Pre-Concession Works; or
- 1.2 The Landlord and the Tenant will use reasonable endeavours to agree the identity of the Specialist to determine the dispute.
- 1.3 Unless the Landlord and the Tenant agree the identity of the Specialist within 10 working days of a request to do so, the Specialist is to be appointed at the written request of the Landlord or the Tenant to the President or other most senior available officer of the Royal Institution of Chartered Surveyors.
- 1.4 The reference to a Specialist is to be made to him as an expert unless **paragraph 1.5** applies or the Landlord and the Tenant agree at the time of his appointment that he should act as an arbitrator.
- 1.5 If any dispute raises or relates to the same or parallel issues as those which have been or are being submitted to independent determination under the Building Contract, the Landlord and the Tenant will endeavour to appoint the same person acting in the same capacity as may be appointed to resolve the dispute under the Building Contract and to have the dispute proceedings under this Agreement and the Building Contract consolidated.

2. Conduct of the dispute

- 2.1 Where the Specialist is to act as an independent expert:
 - 2.1.1 the Landlord and the Tenant may make written representations within 10 working days of his appointment and will copy the written representations to the other party;
 - 2.1.2 the Landlord and the Tenant are to have a further 10 working days to make written comments on each other's representations and will copy the written comments to the other party;
 - 2.1.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

- 2.1.4 the Specialist is not to take oral representations from the Landlord or the Tenant without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 2.1.5 the Specialist is to have regard to all representations and evidence before him or her when making his or her decision, which is to be in writing, and will contain reasons for his decision;
 - 2.1.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty working days of his appointment; and
 - 2.1.7 the Specialist is to act impartially and in good faith between the parties.
- 2.2 Where the Specialist is to act as an arbitrator:
- 2.2.1 all submissions made or evidence supplied to him are to be in writing unless the parties agree within 10 working days of his appointment that this requirement does not apply;
 - 2.2.2 the date of his award will be deemed to be the date on which he serves a copy of the award on the Landlord and the Tenant or the latest date if there is more than one;
 - 2.2.3 he will not be entitled to order the rectification, setting aside or cancellation of this Agreement or any other deed or document;
 - 2.2.4 he will not be entitled to direct that the recoverable costs of the arbitration, or any part of it, be limited to a specified amount; and
 - 2.2.5 he will not be entitled to require that security be provided in respect of the costs of the arbitration.
- 2.3 Responsibility for the costs of referring a dispute to a Specialist under this **Schedule 3**, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

SCHEDULE 4

Planning Condition

1. Grant of Planning Permission

1.1 The grant of the Leases is conditional upon the following condition being satisfied in accordance with this **Schedule 4**:

1.1.1 the grant of a Satisfactory Planning Permission; and

1.1.2 the completion of any Planning Agreements on Satisfactory Terms required in order to obtain Planning Permission or otherwise to carry out the Pre-Concession Works or any part of them.

1.2 Without prejudice to **paragraph 3.3**, the parties to this Agreement are not to do or omit to do anything which would reduce the prospects of the Planning Condition being fulfilled.

1.3 If the Planning Condition has not been satisfied by the End Date, either the Landlord or the Tenant may end this Agreement after the End Date but before the Planning Condition has been satisfied.

2. Satisfactory Planning Permission

2.1 If Planning Permission is granted, it will be treated as a Satisfactory Planning Permission only when:

2.1.1 it has been approved by the Landlord and the Tenant in accordance with **paragraph 6**; and

2.1.2 any period during which the grant of Planning Permission could be challenged by a third party has expired without any proceedings being commenced to challenge the grant of Planning Permission; or

2.1.3 if proceedings are commenced by a third party, those proceedings are withdrawn or finally disposed of leaving the Planning Permission in place.

2.2 For the purposes of **paragraph 2.1.2**, the period during which a challenge could be made is to be treated as three months and two weeks from the date printed or stamped on the Planning Permission or six weeks from that date if the grant of Planning Permission cannot be challenged by proceedings for judicial review.

3. **Obtaining Planning Permission**

- 3.1 The Tenant is to use reasonable endeavours to obtain Planning Permission at its own cost and expense as soon as reasonably practicable after the date of this Agreement.
- 3.2 The parties acknowledge that the Planning Application has been submitted to and its form is approved by the Landlord and the Tenant.
- 3.3 The Tenant may with the consent of the Landlord (not to be unreasonably withheld or delayed):
 - 3.3.1 amend any planning application made to the Local Planning Authority or withdraw and submit a fresh planning application in each case where it is reasonable to do so to obtain Planning Permission;
 - 3.3.2 agree with the Local Planning Authority any extension to the statutory period for determining the planning application under section 78(2) of the Planning Act; and
 - 3.3.3 enter into negotiations or discussions with the Local Planning Authority to facilitate the grant of Planning Permission.
- 3.4 The Tenant has provided a copy of the Planning Application to the Landlord and is to liaise with the Landlord and keep the Landlord informed at all times as to the progress of the Planning Application.
- 3.5 The Landlord is to co-operate with the Tenant and is to use all reasonable endeavours to assist the Tenant to obtain Planning Permission but in doing so, the Landlord is not to act independently of the Tenant.
- 3.6 The Landlord agrees that neither it nor any subsidiary undertaking or parent undertaking or associated company of the Landlord will object or cause or permit any objection to be made to the Planning Application.

4. **Planning Agreements**

- 4.1 The provisions of this **paragraph 4** apply if one or both of the parties are required to enter into a Planning Agreement as a precondition, condition or requirement of the grant of Planning Permission or the carrying out of the Pre-Concession Works.
- 4.2 The parties will enter into the Planning Agreement subject to the terms being satisfactory to both parties (acting reasonably).
- 4.3 To the extent that any Planning Agreement contains negative restrictions, the grant of the Leases will take effect subject to those restrictions and the Planning

Agreement will form one of the Title Matters, subject to which the Leases are granted.

- 4.4 Neither the Landlord or Tenant will be obliged to enter into a Planning Agreement which is not on Satisfactory Terms.
- 4.5 The Tenant will at its own cost pay any planning gain supplement or similar charges or other payments levied or made payable in respect of the Premises or otherwise as a result of the grant of the Planning Permission or pursuant to a Planning Agreement.
- 4.6 The Tenant will at its own cost comply with the conditions and requirements of any Planning Permission or Planning Agreement.
- 4.7 The Tenant is to indemnify the Landlord against all payments referred to in **clause 4.5** or any costs claims demands expenses damages or other liabilities arising out of any breach of the obligation contained in **clause 4.6** and is to pay proper and reasonable legal fees incurred by the Local Planning Authority in connection with the grant of the Planning Permission and the negotiation and completion of any Planning Agreement.

5. **Planning decisions**

- 5.1 The Tenant is to notify the Landlord of each decision taken by the Local Planning Authority to grant or to refuse the grant of Planning Permission, not later than 10 working days after receiving notice of the decision.
- 5.2 If Planning Permission is granted by the Local Planning Authority, the Tenant is to provide the Landlord with a copy of the Planning Permission and any Planning Agreement which is required as a condition of the grant of that Planning Permission within 5 Working Days of receiving them from the Local Planning Authority.

6. **Satisfactory Terms**

Within 10 Working Days of receipt of the copy Planning Permission and any Planning Agreement, the Landlord and Tenant are to notify each other in writing whether it considers that they are on Satisfactory Terms and, if not, which terms are not satisfactory, together with the reasons why such terms are considered not to be satisfactory.

7. **Appeals**

- 7.1 If Planning Permission is refused or is not granted on Satisfactory Terms the Tenant shall not (unless otherwise agreed by the parties):

- 7.1.1 make an appeal under sections 78 and 79 of the Planning Act;

- 7.1.2 make an application under section 73 of the Planning Act to remove or vary any Planning Condition; or
- 7.1.3 make an application for judicial review of any decision made by the Local Planning Authority.

8. **Termination**

- 8.1 Either the Landlord or the Tenant may end this Agreement by serving written notice on the other if:
 - 8.1.1 Planning Permission is refused, unless that refusal is a deemed refusal arising from the failure of the Local Planning Authority to determine a Planning Application within the time limits required under section 78(2) of the Planning Act;
 - 8.1.2 Planning Permission is not granted on Satisfactory Terms; or
 - 8.1.3 any direction is given that the application for Planning Permission be referred for determination under section 77 of the Planning Act.
- 8.2 If a third party commences proceedings to challenge the grant of Planning Permission either the Landlord or the Tenant may end this Agreement by serving written notice on the other if those proceedings have not been disposed of leaving the Planning Permission in place within 12 months of the proceedings being commenced.

SCHEDULE 5

Commercially Sensitive Information

Part 1

Commercially Sensitive Contractual Provisions

The terms of the Leases

Part 2

Commercially Sensitive Material

None

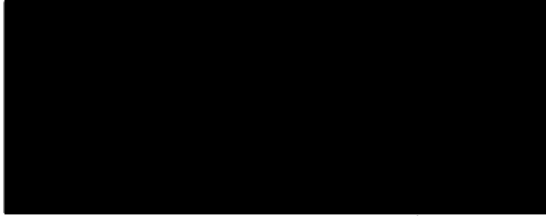
SIGNED by LONDON LEGACY DEVELOPMENT CORPORATION



SIGNED by E20 STADIUM LLP

SIGNED by LONDON LEGACY DEVELOPMENT CORPORATION

SIGNED by E20 STADIUM LLP



Dated

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

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PARTICULARS

PART 1: LAND REGISTRY PARTICULARS

LR1. Date of lease 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	None
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None.
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None.
LR9.3	Landlord's contractual rights to acquire this lease	None.
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the 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 [**Insert**] between London Legacy Development Corporation (1) and E20 Stadium LLP (2) relating to the grant of this Lease
- "Base Index Value"** [[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 [**Insert date**] between E20 Stadium LLP (as grantor) and [] (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 [**Insert details if completed**]
- "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 shown edged red on Plan 3 annexed hereto

"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 [] issued by [] Ref No []
"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"	the percentage, calculated using the formula: [100 x (A-B) ÷ B] where: A is the Review Index Value B is the Review Base Value provided that if the Relevant Percentage is less than zero, the Relevant Percentage will be deemed to be zero.
"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 st 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"	the leases listed in Schedule 1 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**

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.

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 **[DATE]** 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: <ul style="list-style-type: none"> (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.

SCHEDULE 1

Substation Leases

Brief description of Premises let by the Letting Document	Date of Letting Document	Term and expiry date (from and including to and including)	Original parties
Substation at Olympic Stadium West (VP303-40L606, VP304-40L6106) edged and numbered 27 in blue on Plan 1	12.2.10	12 February 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium West (VP301-40L6103, VP302-40L6103) edged and numbered 28 in blue on Plan 1	12.02.10	12 February 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium North (VT305- 40L6107, VT306- 40L6107, VT307- 40L6107) edged and numbered 29 in blue on Plan 1	12.02.2010	12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium East (VT308-40L66120, VT309-40L6120, VT310-40L6120) edged and numbered 30 in blue on Plan 1		12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium South (VT320- 40L6125, VT321- 40L6125) edged and numbered 31 in blue on Plan 1	12.02.2010	12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium South (VT322- 40L6105) edged and numbered 32 in blue on Plan 1	12.02.2010	12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Common Domain, Olympic	21.05.2010	12 May 2010 to 19 October 2108	(1) London Development

Park, Stratford (CD317- 40L6216) edged and numbered 33 in blue on Plan 1			Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Park Stadium Chiller North, Olympic Park, Stratford (VP311-40L6214) edged and numbered 34 in blue on Plan 1.	21.05.2010	12 May 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Overlay South, Olympic Park, Stratford (L0324-40L6213) edged and numbered 35 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Overlay North, Olympic Park, Stratford (LO323-40L6210) edged and numbered 36 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Broadcast Centre South, Olympic Park, Stratford (LBH313-40L6208) edged and numbered 37 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Broadcast Centre North, Olympic Park, Stratford (LBH314-40L6209) edged and numbered 38 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (6 years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Chiller South, Olympic Park, Stratford (VT312-40L6217) edged and numbered 39 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited

SIGNED as a deed by)
LONDON LEGACY DEVELOPMENT)
CORPORATION)
acting by two directors or one)
director and company secretary)

Director

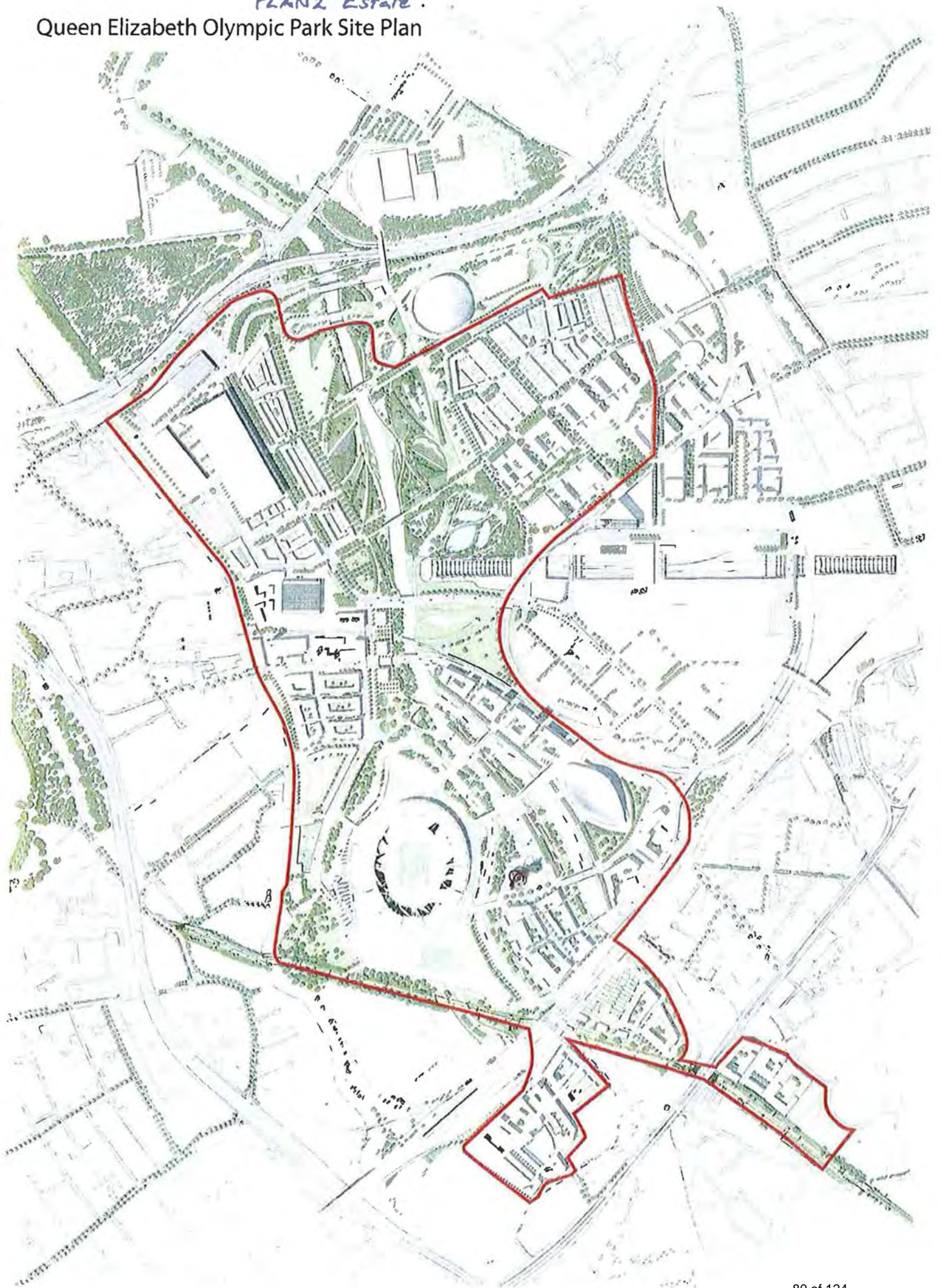
Director / Secretary

EXECUTED as a deed by)
E20 STADIUM LLP)
and acting by its Members)
NEWHAM LEGACY INVESTMENTS LIMITED)
and LONDON LEGACY DEVELOPMENT)
CORPORATION)

.....
Member

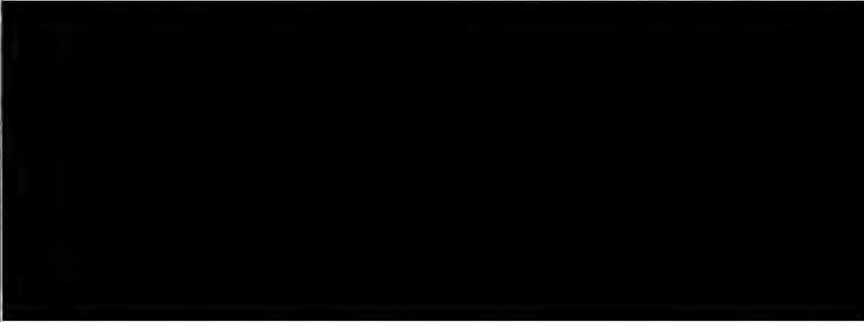
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Member

Queen Elizabeth Olympic Park Site Plan



Feature/ Function/ Area.	Summary description															
1.00	Seating Bowl															
1.01	<p>Capacity</p> <p>Approximate net capacity; 54,000 spectators including 3,400 hospitality / VIP, indicative split as below;</p> <table border="1" data-bbox="564 472 1434 790"> <thead> <tr> <th data-bbox="564 472 1134 512">Seat Type</th> <th data-bbox="1134 472 1434 512">Capacity</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 512 1134 562">General Admission (GA) Seats</td> <td data-bbox="1134 512 1434 562">50,998</td> </tr> <tr> <td data-bbox="564 562 1134 611">Hospitality / Club Seats</td> <td data-bbox="1134 562 1434 611">2,412</td> </tr> <tr> <td data-bbox="564 611 1134 660">VIP Seats</td> <td data-bbox="1134 611 1434 660">903</td> </tr> <tr> <td data-bbox="564 660 1134 710">Box Seats</td> <td data-bbox="1134 660 1434 710">160</td> </tr> <tr> <td data-bbox="564 710 1134 759">Media Seats</td> <td data-bbox="1134 710 1434 759">268</td> </tr> <tr> <td data-bbox="564 759 1134 790">Total</td> <td data-bbox="1134 759 1434 790">54,761</td> </tr> </tbody> </table> <ul data-bbox="619 797 1434 1451" style="list-style-type: none"> • Retractable and re-locatable lower tiers. • 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 18.9m from the goal line opposite the penalty spot. • The position and rake of the tiers have been designed so as not to obstruct the sightlines from the upper tier seating, and yet still provide acceptable viewing standards for those within the lower tier. • A new permanent and fixed mid-tier is proposed on the west side of the stadium in order for spectators to gain a view over the pitch-sport position of the west lower tier. • This mid-tier is accessed from level 01 and is therefore only available to users of this level. • 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	50,998	Hospitality / Club Seats	2,412	VIP Seats	903	Box Seats	160	Media Seats	268	Total	54,761	
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1.02	<p>Accessible Seating Provisions</p> <p>Wheelchair user + companion seats; 253 Amenity seats with armrests; 537</p> <table border="1" data-bbox="564 1581 1434 1771"> <thead> <tr> <th data-bbox="564 1581 879 1615">Area</th> <th data-bbox="879 1581 1145 1615">Wheelchair user</th> <th data-bbox="1145 1581 1434 1615">Amenity seats</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 1615 879 1648">Lower Tier</td> <td data-bbox="879 1615 1145 1648">186</td> <td data-bbox="1145 1615 1434 1648">330</td> </tr> <tr> <td data-bbox="564 1648 879 1682">Mid Tier</td> <td data-bbox="879 1648 1145 1682">13</td> <td data-bbox="1145 1648 1434 1682">42</td> </tr> <tr> <td data-bbox="564 1682 879 1715">Upper Tier</td> <td data-bbox="879 1682 1145 1715">54</td> <td data-bbox="1145 1682 1434 1715">165</td> </tr> <tr> <td data-bbox="564 1715 879 1771">Total</td> <td data-bbox="879 1715 1145 1771">253</td> <td data-bbox="1145 1715 1434 1771">537</td> </tr> </tbody> </table>	Area	Wheelchair user	Amenity seats	Lower Tier	186	330	Mid Tier	13	42	Upper Tier	54	165	Total	253	537
Area	Wheelchair user	Amenity seats														
Lower Tier	186	330														
Mid Tier	13	42														
Upper Tier	54	165														
Total	253	537														
1.03	<p>Hospitality Seating</p> <p>Replaced seating to revised seat spacing; VIP / Directors 600mm Min. Hospitality / Boxes 550mm Min.</p>															
1.04	<p>Media Seats</p> <ul data-bbox="619 1912 1434 2000" style="list-style-type: none"> • Existing athletics media seats to be retained and supplemented with additional media seats in the west stand. 															

		<ul style="list-style-type: none"> Existing terrace units modified to incorporate 'super-risers' to accommodate new 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 105m x 68m. Artificial 3G grass installed between the touchlines and the running track, with pockets installed for Football, Rugby and NFL 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.
3.00	Dug-outs	
3.01	Generally	Proposed temporary dugouts with clear polycarbonate canopies and aluminium frames recessed into the out-field, each with high back padded chairs for 23 positions located on west side of pitch.
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 FoP tunnel providing;</p> 
6.04	Other internal spaces	<ul style="list-style-type: none"> • Post room access controls and CCTV monitoring access portals. • 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>4,000m² 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> <ul style="list-style-type: none"> • Guests direct access to designated seating. • Limited furnishings due to space. • Two designated catering units plus spatial allocations for feature bars within lounge area. <p>VIP / Directors' Lounge & Dining Area (level 01)</p> <ul style="list-style-type: none"> • Pitch view lounge / dining facility. • Dedicated access to seating on mid tier. <p>VIP Boardroom (level 01)</p> <ul style="list-style-type: none"> • Lounge facility for VIP guests. • Dedicated access to seats on mid tier. • Dedicated catering support servery. <p>Private Boxes (10nr on level 01)</p> <ul style="list-style-type: none"> • 7 Units to the north side & 3 units to the south side. • Each will have a counter for food service, preparation of hot beverages and storage for chilled bottled drinks. <p>Club Lounge North (level 01)</p> <ul style="list-style-type: none"> • Lounge facility with dedicated access to mid tier seating. • No pitch view. • Lounge is set to rear of private boxes. • Feature bar and catering support room, supplied by main kitchens. <p>Club Lounge South (level 01)</p> <ul style="list-style-type: none"> • Lounge facility with dedicated access to mid tier seating. • No pitch view. • Lounge is set to rear of private boxes. • Feature bar and catering support room, supplied by main kitchens. <p>Hospitality Dining / Lounge Area (level 01)</p> <ul style="list-style-type: none"> • Mixed use dining space for seated dining, buffet dining and non-event day lounge use. • Two designated kitchen areas are provided with direct access to dining room. • Open feature bar servery provided both sides of dining

		<p>area.</p> <p>Hospitality Lounge Concourse (level 02)</p> <ul style="list-style-type: none"> • Event day lounge concourse facility with direct access to designated seating tier. • Two designated catering units are allocated beneath the tier. • Bar serveries are assumed to offer to a partially limited drinks menu. <p>Hospitality Dining / Lounge Area (level 02)</p> <ul style="list-style-type: none"> • Event day dining or lounge facility. • Two designated kitchen areas are provided with direct access to dining room. • Space allocation for open feature bar services will be provided both sides of the dining area. • Potential for sub division for smaller events or sub sets of user groups into two equal spaces, each with bar and direct kitchen access.
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. • 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'. • 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. • Lighting will be designed via switching to support top level Football, Athletics, Rugby and American football without physical alteration. 					
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.					
23.00	Athletics warm up track						
23.01	Generally	A floodlit IAAF Standard 6 lane 400m track capable of supporting Club and school usage. Natural grass turf infield.. Access to Stadium Island car parking to be provided on non Stadium event days.					
24.00	Design Codes						
24.01	Generally	To comply with the technical and design standards as set out in the concession agreement.					
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	
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Dated

2013

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

Lease

Relating to premises known as the Community Track adjacent to the Olympic Stadium, London

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	201[3]
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	<p>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.</p> <p>The premises (referred to in this Lease as "the Premises") known as the Community Track adjacent to the Stadium 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.</p>
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	Not applicable.

**and Urban Development Act
1993) of the Land Registration
Rules 2003**

LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable.
LR6.	Term for which the Property is leased	From and including [[DATE].] (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	None
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None.
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None.
LR9.3	Landlord's contractual rights to acquire this lease	None.
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the 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 all or any of the following uses:

- (a) the provision of a home athletic track and field facilities for a local athletics club;
- (b) the provision of athletics services for the general public;
- (c) the use of the Community Track as a warm-up facility in connection with athletics events in the Stadium;
- (d) any other use for which the Landlord has given its consent.

Principal Rent A peppercorn.

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

- (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 Stadium Site; 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 [*Insert*] between London Legacy Development Corporation (1) and E20 Stadium LLP (2) relating to the grant of this Lease

"Break Date" the later of 1 September 2115 and (unless previously determined) the expiry or earlier determination of the Concession Agreement dated [*Insert date*] between E20 Stadium LLP (as grantor) and [] (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 [*Insert details if completed*]

"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

"CCTV"

closed circuit television systems and/or other like facilities

"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, 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 Canal & River Trust formerly known as the 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 this Lease and related ancillary facilities shown edged red on Plan 3 annexed hereto

"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
"Event"	an event held at the Premises with the authority of the Tenant or any other sub-tenant or other occupier of the Premises
"Fire Alarms"	fire alarm systems and/or other like facilities
"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
"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
"Planning Permission"	the Planning Permission dated [] issued by [] Ref No []
"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
"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
"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 Stadium Site
"Stadium Lease"	a lease of premises known as the Stadium Island Site dated [DATE] between London Legacy Development Corporation (1) and

	E20 Stadium LLP (2)
"Stadium Site"	the Stadium and other areas demised by the Stadium Lease
"Substation Leases"	the leases listed in Schedule 1 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

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;
- 2.3.3 there is a Dissolution of the Tenant;
- 2.3.4 the Stadium Lease is forfeited and no application for relief is made within one month or if any application for relief is made, such application is finally exhausted without relief being granted; or
- 2.3.5 the Stadium Lease is terminated, surrendered or otherwise comes to an end (other than by forfeiture).

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.

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; and
- 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 Stadium, the Retained Property or to perform any services for the benefit of any tenant or occupier of the Stadium or 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 outside the Premises 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 the 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 connect to and monitor the CCTV and Fire Alarms;
- 3.2.6 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
- 3.2.7 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 **[DATE]** 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 (with the consent of the Landlord such consent not to be unreasonably withheld or delayed) 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 that **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.

7. PRE-CONCESSION WORKS

7.1 Carrying out of the Pre-Concession Works

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 Building Contract obligations

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 keep the Premises and all tenant's and trade fixtures in good and substantial repair and condition and, when necessary, renew or replace them; and
- 8.1.2 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 of, 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 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 knowingly 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, signage strategy and CCTV etc**

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;

9.4.3 The Tenant is to install, maintain and periodically replace the CCTV and Fire Alarms all in accordance with the reasonable requirements of the

Landlord to the intent that the same shall be capable of integration into the systems operated in connection with the Retained Property.

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 except and to the extent that it is expressly permitted to do so by the terms of this Lease.

10.2 Grant of Licence

The Tenant may grant licences of the Premises in connection with an Event provided such licences do not create the relationship of landlord or tenant. The Tenant is to give to the Landlord copies of such licences as soon as reasonably practicable following request.

10.3 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 10.13** begins and ends.

10.4 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.

10.5 Notification of dispositions

Within one month after any assignment, charge or assent of the Premises, 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.

10.6 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

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 12.5**, 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 all 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**

The Tenant is not to send this Lease or any copy of it to the Land Registry without complying with this **clause 15**.

15.2 **Form EX1**

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.

15.3 **Copy of Lease**

The Landlord is to provide the Tenant with the forms and the copy of the Lease each referred to in **clause 15.2** and the associated fee within ten days after completion of the Lease.

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.

SCHEDULE 1

Substation Leases

Brief description of Premises let by the Letting Document	Date of Letting Document	Term and expiry date (from and including to and including)	Original parties
Substation at Olympic Stadium West (VP303-40L606, VP304-40L6106) edged and numbered 27 in blue on Plan 1	12.2.10	12 February 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium West (VP301-40L6103, VP302-40L6103) edged and numbered 28 in blue on Plan 1	12.02.10	12 February 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium North (VT305- 40L6107, VT306- 40L6107, VT307- 40L6107) edged and numbered 29 in blue on Plan 1	12.02.2010	12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium East (VT308-40L66120, VT309-40L6120, VT310-40L6120) edged and numbered 30 in blue on Plan 1		12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium South (VT320- 40L6125, VT321- 40L6125) edged and numbered 31 in blue on Plan 1	12.02.2010	12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium South (VT322- 40L6105) edged and numbered 32 in blue on Plan 1	12.02.2010	12 February 2010 to 11 February 2016	(1) London Development Agency (2) EDF Energy (IDNO) Limited

Substation at Olympic Stadium Common Domain, Olympic Park, Stratford (CD317- 40L6216) edged and numbered 33 in blue on Plan 1	21.05.2010	12 May 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Park Stadium Chiller North, Olympic Park, Stratford (VP311- 40L6214) edged and numbered 34 in blue on Plan 1.	21.05.2010	12 May 2010 to 19 October 2108	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Overlay South, Olympic Park, Stratford (L0324- 40L6213) edged and numbered 35 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Overlay North, Olympic Park, Stratford (LO323- 40L6210) edged and numbered 36 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Broadcast Centre South, Olympic Park, Stratford (LBH313-40L6208) edged and numbered 37 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Broadcast Centre North, Olympic Park, Stratford (LBH314-40L6209) edged and numbered 38 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (6 years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited
Substation at Olympic Stadium Chiller South, Olympic Park, Stratford (VT312- 40L6217) edged and numbered 39 in blue on Plan 1.	21.05.2010	12 May 2010 to 11 May 2016 (six years)	(1) London Development Agency (2) EDF Energy (IDNO) Limited

SIGNED as a deed by)
LONDON LEGACY DEVELOPMENT)
CORPORATION)
acting by two directors or one)
director and company secretary)

Director

Director / Secretary

EXECUTED as a deed by)
E20 STADIUM LLP)
and acting by its Members)
NEWHAM LEGACY INVESTMENTS LIMITED)
and LONDON LEGACY DEVELOPMENT)
CORPORATION)

.....
Member

.....
Member