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DATED

30th March

1990



**CENTRAL ELECTRICITY GENERATING BOARD**

- and -

**THE LONDON ELECTRICITY BOARD**

WE HEREBY CERTIFY THIS TO BE  
A TRUE COPY OF THE ORIGINAL

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*16.05.90*

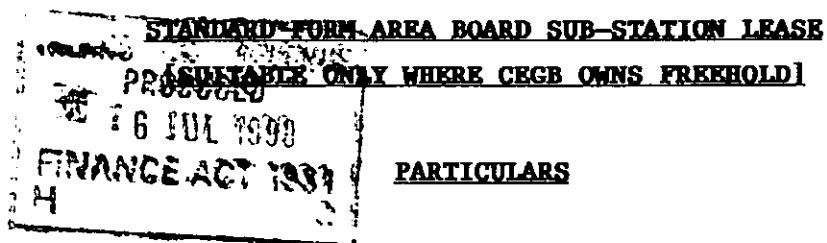
1033923  
WALTONS & MORSE  
Plantation House,  
31-35, Fenchurch Street,  
London, EC3M 3NN.

**LEASE**

Relating to Beckenham Substation  
at Churchfields Road Beckenham Kent

March Pearson & Skelton  
Solicitors  
41 Spring Gardens  
Manchester  
M2 2BB

MPSCEGB - March 1990



PARTICULARS



LONDON BOROUGH or  
COUNTY AND DISTRICT :

TITLE NUMBER :

DATE : Thirtieth day of March 1990

LANDLORD : CENTRAL ELECTRICITY GENERATING BOARD

TENANT : THE LONDON ELECTRICITY BOARD

DEMISED PREMISES : shown edged red on the plan

LANDLORD'S PROPERTY : shown edged blue on the plan

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**Schedule 4**

Landlord's Plant and Equipment
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**THIS LEASE** made on the date stated in the Particulars

**BETWEEN** the parties stated in the Particulars

**WITNESSETH** as follows:-

**DEFINITIONS AND INTERPRETATION**

1.1 In this Lease unless the context otherwise requires the following words or expressions shall have the following meanings:-

"Cable" means any wire cable tube pipe conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting and/or distributing electricity together with cooling systems and junction boxes fibre optic cables and other ancillary equipment

"Demised Premises" means **ALL THAT** land referred to in the Particulars which land is more particularly delineated on the Plan as in the Particulars mentioned together with the buildings and structures erected thereon and each and every part thereof but excluding:-

- (i) the plant and equipment and the structures supporting the same belonging to the Tenant or any third party which are listed in Schedule 3 and
- (ii) the plant and equipment of the Landlord listed in Schedule 4 together with any structures (provided such structures do not

form part of the buildings) which support such plant and equipment either alone or together with plant and equipment of the Tenant

"Earthing System"

means the electrical earthing system or systems from time to time serving the Demised Premises with or without other property and/or the Landlord's Property

"Electricity Act"

means the Electricity Act 1989

"Landlord"

means the party stated as such in the Particulars and includes the estate owner or owners for the time being of any reversionary interest expectant on the termination of the Term whether mediate or not

"Landlord's plant and equipment"

means the plant and equipment of the Landlord from time to time in the Demised Premises including that listed in Schedule 4 together with any structures (provided such structures do not form part of the buildings) which support such plant and equipment either alone or together with plant and equipment of the Tenant

"Landlord's Property"

means **ALL THAT** land referred to in the Particulars which land is shown for the purposes of identification only on the Plan as in the Particulars mentioned and which is adjoining or near the Demised Premises and now belongs to the Landlord together with the buildings and structures erected thereon and each and every part thereof

"Licenceholder" means a person holding a licence granted pursuant to Sub-sections 6(1) (c) or 6(2) of the Electricity Act

"Line" means any line which is used for transmitting and/or distributing electricity for any purpose and includes any support for any such line that is to say any structure pole or other thing in on by or from which any such line is or may be supported carried or suspended any apparatus connected to any such line for the purpose of carrying electricity and any wire cable tube pipe or other similar thing (including its casing or coating) which surrounds or supports or is surrounded or supported by or is installed in close proximity to or is supported carried or suspended in association with any such line and earthing wires fibre optic cables and other ancillary equipment

"Particulars" means the descriptions and terms appearing on the page headed "Particulars" which shall comprise part of this Lease

"Permitted Use" means (a) the operation of electrical transmission and distribution plant and equipment and contemporaneous uses ancillary thereto whether or not such uses are ancillary to the operation of the particular plant and equipment at the Demised Premises and (b) such other uses (if any) as any of the plant and equipment is put at the date hereof such other uses being agreed in correspondence between the



parties (copies whereof are annexed hereto)  
prior to the date hereof

"Perpetuity Period" means the period of 80 years from the  
commencement of the Term

"Plan" means the plan annexed hereto

"Rent" means the yearly rent of Five Pounds (£5)

"Tenant" means the party stated as such in the  
Particulars and includes its permitted  
successors in title and assigns

"Tenant's plant  
and equipment" means the plant and equipment and the  
structures supporting the same belonging to  
the Tenant or any third party which are  
listed in Schedule 3 and any other plant  
and equipment installed in accordance with  
the provisions of Clause 3.6

"Term" means the term hereby granted

1.2 Any reference to an Act of Parliament shall include any modification  
extension re-enactment or replacement thereof for the time being in  
force and shall also include all instruments orders plans regulations  
permissions and directions for the time being made issued or given  
thereunder or deriving validity therefrom

1.3 Where the context so requires words importing the singular include  
the plural and vice versa

1.4 Any covenant on the part of the Landlord or Tenant not to do any act  
or thing shall be construed as a covenant not to do or permit or  
suffer to be done any such act or thing by its servants agents or  
employees

- 1.5 References to the words "include" or "including" shall be construed without limitation to the generality of the preceding words
- 1.6 The index and headings are inserted for convenience only and shall be ignored in construing this Lease
- 1.7 Unless the context otherwise requires all references to a particular Clause Sub-clause Schedule or Paragraph thereof shall be a reference to that Clause Sub-clause Schedule or Paragraph thereof in or to this Lease

#### **DEMISE**

2. In consideration of the Rent hereby reserved and the covenants by the Tenant and the conditions hereinafter contained the Landlord **HEREBY DEMISES** unto the Tenant the Demised Premises **TOGETHER WITH** so far as the Landlord is able to grant the same and for the purposes only of the Permitted Use the rights set out in Schedule 1 **EXCEPTING AND RESERVING** unto the Landlord and to all other persons from time to time authorised by the Landlord or entitled thereto the rights set out in Schedule 2 **TO HOLD** the same unto the Tenant **SUBJECT TO** all rights covenants easements quasi-easements restrictions and privileges (if any) affecting the Demised Premises **FOR** a term of 999 years less three days commencing on the Thirtieth day of March One thousand nine hundred and ninety **YIELDING AND PAYING** therefor unto the Landlord the Rent in advance on Thirtieth day of March in each year

#### **TENANT'S COVENANTS**

3. The Tenant **HEREBY COVENANTS** with the Landlord:-
- 3.1 To pay the said yearly rent
- 3.2 3.2.1 To pay to the Landlord Value Added Tax at the rate for the time being in force and chargeable in respect of any rent or other payment (other than payments referred to in Sub-clause

3.2.2) or other consideration made or provided by the Tenant under the terms of or in connection with this Lease and in every case where the Tenant covenants to pay an amount of money under this Lease such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon

3.2.2 In every case where the Tenant has agreed to reimburse the Landlord in respect of any payment made or to contribute towards the costs incurred by the Landlord under the terms of or in connection with this Lease also to reimburse any Value Added Tax paid by the Landlord on such payment which is irrecoverable by the Landlord

3.3 To pay the whole of (or in the absence of a direct assessment on the Demised Premises a fair proportion properly attributable to the Demised Premises of) all rates taxes assessments charges or other outgoings payable in respect of the Demised Premises or any part thereof by any estate owner landlord tenant or occupier thereof other than any tax assessment charge or other outgoings payable by the Landlord occasioned by any disposition of or dealing with the reversion to this Lease or the receipt of any rent consideration or payment by the Tenant hereunder or arising due to a default of the Landlord

3.4 To comply with all legislation from time to time in force and the requirements of any competent authority and all conditions in any planning permission relating to the Demised Premises and its use and to indemnify and keep indemnified the Landlord in respect of any costs incurred by the Landlord as a result of any breach thereof by the Tenant provided always that the obligation on the part of the Tenant contained in this Clause 3.4 shall not extend to the Landlord's plant and equipment

3.5 Not to use the Demised Premises otherwise than for the Permitted Use

3.6 Not without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed and not to be granted subject to

the payment of a fine or sum of money in the nature of a fine (whether by increase in rent or otherwise)) to install new or additional plant and/or equipment to that specified in Schedule 3 in over or through the Demised Premises Provided that the Tenant may without such consent as aforesaid replace the plant and/or equipment specified in Schedule 3 with new plant and/or equipment where such replacement plant and/or equipment is of no higher specification or capability than that specified in Schedule 3 or (should that not be reasonably practicable then) of such higher specification or capability as is the nearest equivalent thereto and Provided further that if the Landlord ceases to generate transmit or supply electricity and is not a member of a group of companies one member of which group generates transmits or supplies electricity the Tenant shall not be required to obtain the Landlord's consent under this Clause 3.6 but it shall in any event give not less than 6 months prior written notice to the Landlord of its intention to install new and/or additional plant and/or equipment in respect of which the Landlord's consent would but for this proviso be required under this Clause 3.6

- 3.7      3.7.1      Not to exercise the right granted under Paragraph 5(b) of Schedule 1 without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed and not to be granted subject to the payment of a fine or sum of money in the nature of a fine (whether by increase in rent or otherwise))

- 3.7.2      (a)      this Sub-clause 3.7.2 applies where:-

- (i)      for any purpose connected with the Permitted Use carried on at the Demised Premises it is necessary or expedient for the Tenant to install a Line and/or Cable in under or over any part of the Landlord's Property
- (ii)      the Tenant shall in such circumstances give to the Landlord a written notice requiring the Landlord to grant a wayleave (as hereinafter defined) within a period

specified in the notice not being less than  
21 days

- (b) within the period specified in the said notice or such longer period as the Landlord and Tenant may agree the Landlord may:-
  - (i) grant the required wayleave or
  - (ii) grant or indicate a willingness to grant a wayleave subject to such terms and conditions as the Landlord may consider reasonable (such terms and conditions to include terms and conditions relating to the route of the Line or Cable the period during which the wayleave may continue in force and any payment to be made by the Tenant to the Landlord whether of a capital or a periodic nature as consideration for the wayleave)
- (c) in the event that the Landlord shall have
  - (i) failed to grant the wayleave as required by the Tenant or
  - (ii) indicated a willingness to grant a wayleave subject to terms and conditions to which the Tenant objects the Tenant may refer the matter to the Arbitrator referred to in Clause 5.9 hereof
- (d) the Arbitrator shall determine whether a wayleave should be granted and if so subject to such terms and conditions as may be reasonable whereupon (if appropriate) the Landlord shall grant to the Tenant the wayleave subject to such terms and conditions as the Arbitrator shall have determined

- (e) in this Sub-clause 3.7.2 a "wayleave" means consent for the Tenant to install and keep installed a new Line or Cable on under or over the Landlord's Property and to have access thereto for the purposes of inspecting testing maintaining repairing removing renewing operating altering or replacing the same

3.8 To display warning or other notices on the Demised Premises as the Landlord may reasonably require or as are required by statute but subject thereto not to display any notices or advertisements on the Demised Premises save that the Tenant may display notices of a reasonable size relating to the name and/or business of the Tenant or any other permitted or lawful occupier

3.9 3.9.1 Not to assign underlet charge part with or share possession or occupation of or declare trusts over or in respect of the Demised Premises or any part thereof or this Lease or any part thereof or agree to do any of the aforesaid save as hereinafter in this Clause 3.9 provided

3.9.2 The Tenant may with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed):-

- (a) charge the whole of the Demised Premises
- (b) assign the whole of the Demised Premises to a Licenceholder or to a company of which the Tenant holds beneficially the whole of the issued share capital or which holds the whole of the issued share capital of the Tenant
- (c) assign the whole of the Demised Premises to an assignee which is contemporaneously acquiring a substantial part of the undertaking of the Tenant in connection with the distribution of electricity or

(d) part with or share occupation of the Demised Premises or any part thereof to or with a company ("the Occupier") of which the Tenant holds beneficially the whole of the issued share capital or which holds beneficially the whole of the issued share capital of the Tenant Provided always that the relationship created by such parting or sharing shall not amount to that of landlord and tenant and further provided that the parting or sharing shall cease immediately the Tenant ceases to hold beneficially the whole of the issued share capital of the Occupier or vice versa

3.9.3 Prior to an assignment permitted by Sub-clause 3.9.2 the Tenant shall notify the Landlord in writing of the proposed assignment and shall procure that the assignee shall enter into a Deed of Covenant with the Landlord in such form as the Landlord shall reasonably require whereby the assignee shall covenant with the Landlord to comply with the obligations of the Tenant contained in this Lease insofar as the same are still subsisting and to permit the Landlord to exercise the rights granted to it and further the Tenant shall procure that the Deed duly executed by the assignee shall be delivered to the Landlord on or prior to the completion of the permitted assignment

3.9.4 The Tenant may permit the retention on the Demised Premises of other plant and equipment situated on the Demised Premises at the date hereof but not belonging to the Tenant or the Landlord and permit the person owning such plant and equipment ("the third party") to exercise the rights granted to the Tenant hereunder insofar as is necessary in order to gain access to and operate and maintain such plant and equipment provided that the third party shall remain as a bare licensee and no relationship of landlord and tenant shall be created thereby

- 3.9.5 Within one month after the date thereof to produce for registration with the Landlord either the original or a certified copy of every document or instrument evidencing or effecting a dealing with the Demised Premises or part thereof and further within one month of any request by the Landlord from time to time in that behalf to provide the Landlord with the names and addresses of all occupiers together with such details of their respective rights in the Demised Premises including the rents or other sums payable in respect thereof and the terms on which such rights were granted or acquired
- 3.10 3.10.1 To keep the Demised Premises and the Tenant's plant and equipment or to procure that the said plant and equipment be kept in such state of repair and condition as shall not cause damage to the Landlord's Property or the Landlord's plant and equipment and as shall not prevent the Landlord from exercising the rights reserved to it hereunder
- 3.10.2 To permit the Landlord upon giving reasonable prior notice to the Tenant to enter the Demised Premises to view the state of repair thereof and forthwith after receipt of a notice in writing given to the Tenant by the Landlord specifying any wants of repair for which the Tenant is liable under this Lease to commence and thereafter to remedy the wants of repair and if the Tenant shall fail to have commenced the necessary works within a reasonable period after service of such notice the Landlord may enter the Demised Premises complying in all respects with any statutory provisions in respect of such entry to make good the same and the cost thereof shall be repaid by the Tenant to the Landlord on demand
- 3.11 In the exercise of the rights granted to the Tenant under Schedule 1 to comply with any reasonable regulations made or varied from time to time by the Landlord and notified in writing to the Tenant with



regard to the safe and efficient running and management of the Landlord's Property including regulations relating to security arrangements at the point(s) of access to the Landlord's Property and traffic control and safety arrangements or otherwise Provided that such regulations shall not materially adversely affect the said rights and Provided further that notwithstanding the foregoing the Tenant shall be entitled in the case of emergency to the right of access at all times of the day and night to the Demised Premises and the Lines and Cables referred to in Paragraph 2 of Schedule 1

3.12 Not to enter the Landlord's Property to exercise any of the rights granted in Paragraph 5 of Schedule 1 except in accordance with the provisions of Clause 3.11 and with the following conditions:-

- (a) to give reasonable prior notice to the Landlord and other occupiers of the relevant part of the Landlord's Property of whom the Tenant has notice except in cases of emergency when as much notice as possible shall be given
- (b) not to cause damage to interfere with or otherwise affect the Landlord's plant and equipment
- (c) forthwith to remedy any physical damage caused by the Tenant or by persons entering with the authority of the Tenant to the Landlord's Property to the reasonable satisfaction of the Landlord

3.13 To indemnify and keep indemnified the Landlord from and against all actions proceedings claims demands losses costs expenses damages and liability in respect of any physical injury to any person or physical damage to any property by reason of or arising in any way directly or indirectly out of the non-compliance by the Tenant with any of its obligations under this Lease

3.14 To pay to the Landlord on demand a fair and proper proportion (according to user if appropriate) of the costs properly incurred by the Landlord in maintaining servicing lighting cleaning repairing

and/or renewing any roadways paths landscaped areas sewers drains and other conduits or other facilities and any necessary fencing on the Landlord's Property which are used or capable of being used pursuant to the rights granted to the Tenant hereunder in common by the Tenant and the Landlord

- 3.15 Not to make any alterations or additions to the exterior of any building on the Demised Premises nor to erect any additional building on the Demised Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)
- 3.16 3.16.1 To indemnify and keep indemnified the Landlord against any breach by the Tenant or other occupier of the Demised Premises of any covenant restriction and/or stipulation and/or other matter (if any) now actually affecting the Demised Premises
- 3.16.2 To release the Landlord (so far as the Tenant can lawfully do so) from any actions proceedings claims demands losses costs expenses damages and liabilities arising out of any covenant right or other encumbrance of whatsoever type and whether arising by virtue of statute contract or otherwise affecting the title of the Landlord to the Demised Premises at the date hereof or its ability to grant this Lease and further not to make or take any actions proceedings claims or demands whatsoever of or against the Landlord in respect thereof
- 3.17 At the end or sooner determination of the Term quietly to yield up the Demised Premises to the Landlord in accordance with the covenants by the Tenant contained in this Lease and at that time to remove from the Demised Premises and the Landlord's Property all plant equipment Lines and Cables belonging to the Tenant and to leave the Demised Premises in a safe and secure condition including leaving the same free from hazardous structures and materials (excluding any such owned by the Landlord) and electrically and chemically safe and in compliance with all relevant statutory obligations relating thereto

Provided that the obligations contained in this Clause 3.17 shall only apply to the Demised Premises the Tenant's plant and equipment and the Tenant's Lines and Cables and shall not apply to any of the Landlord's plant and equipment

3.18 To pay and indemnify the Landlord against all costs properly incurred by the Landlord:-

(a) in relation to the service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and

(b) in connection with or procuring the remedying of any breach of covenant on the part of the Tenant

3.19 In the event that the Tenant shall not be a Licenceholder to effect insurance with an insurance office of repute against third party liability arising from the use and occupation of the Demised Premises for such sum as shall from time to time be reasonable

3.20 Not to do anything in or about the Demised Premises which in the reasonable opinion of the Landlord may be or become a nuisance or which causes or may cause damage annoyance or disturbance to the Landlord or other occupiers of the Landlord's Property Provided that the use of the Demised Premises for the Permitted Use and the exercise of the rights granted in Schedule 1 shall not constitute a breach of this covenant

3.21 In the event that the Tenant intends to carry out any works to the Demised Premises or to exercise the rights referred to in Schedule 1 which shall involve the removal or other material interference with the Earthing System (including the construction of any building or other erection on land on which the Earthing System is situate) and/or any such works which may materially prejudice any of the Landlord's or other occupiers rights in respect of the same the Tenant shall not commence such works until the Tenant has given notice in writing of its intentions to the Landlord and (if

necessary) has at the Tenant's expense made adequate provision to ensure that the Landlord's Property has the full benefit of an earthing system of a capability no less than the capability of the Earthing System then existing whether by the installation of a supplemental or alternative earthing system within the Demised Premises or otherwise as the Landlord shall reasonably approve

#### **LANDLORD'S COVENANTS**

4. The Landlord **HEREBY COVENANTS** with the Tenant:-

4.1 That the Tenant paying the rent hereby reserved and observing and performing the covenants on its part herein contained shall and may peaceably and quietly hold and enjoy the Demised Premises during the Term without any disturbance or interruption by the Landlord or any person claiming under or in trust for the Landlord

4.2 Not to enter the Demised Premises to exercise any of the rights reserved by Paragraph 5 of Schedule 2 except in accordance with the following conditions:-

- (a) to give reasonable prior notice to the Tenant and other lawful occupiers of the relevant part of the Demised Premises of whom the Landlord has notice except in cases of emergency when as much notice as possible shall be given
- (b) not to cause damage to interfere with or otherwise affect the Tenant's plant and equipment
- (c) to comply with any reasonable regulations made or varied from time to time by the Tenant and notified in writing to the Landlord with regard to the safe and efficient running and management of the Demised Premises including regulations relating to security arrangements at the point(s) of access to the Demised Premises and traffic control and safety arrangements or otherwise Provided that such regulations shall not materially adversely affect the rights reserved to

the Landlord under Schedule 2 and Provided further that notwithstanding the foregoing the Landlord shall be entitled in the case of emergency to the right of access at all times of the day and night to the Landlord's plant and equipment and the Lines and Cables referred to in Paragraph 3 of Schedule 2 and

- (d) forthwith to remedy any physical damage caused by the Landlord or by persons entering with the authority of the Landlord to the Demised Premises to the reasonable satisfaction of the Tenant

- 4.3
  - 4.3.1 To ensure that no part of any building or other erection which may at any time hereafter be constructed or placed upon the Landlord's Property shall be so constructed or placed and no tree shrub or underwood which may at any time hereafter be planted upon the Landlord's Property shall be allowed to grow so as to be or come when falling within the relevant clearances contained in the Electricity Supply Industry Standard 43-8 overhead line clearances or such other regulations from time to time adopted or agreed in lieu thereof ("the ESI Standard") of the Lines as shown on the Plan (if any) or notified to the Landlord as hereinafter provided when the same are at a maximum temperature and/or maximum swing
  - 4.3.2 To ensure that the level of the ground comprised within the Landlord's Property will not in any manner whatsoever be raised above the level thereof existing on the date hereof so as to make the distance between the level of such ground and the nearest conductor (forming part of such Lines) at any point of any span less than the relevant clearances contained in the ESI Standard or such other appropriate regulations agreed upon from time to time by the Parties hereto
  - 4.3.3 To ensure that nothing shall be done or suffered to be done upon the land forming the site of the Cables as shown on the

Plan (if any) or notified to the Landlord as herein provided or upon the land within 3.05 metres from the centre of the route of each of the Cables which may in any way interfere with or damage the said Cables or interfere with or obstruct the Tenant's access thereto and without prejudice to the generality of the foregoing to ensure that no building or other erection shall hereafter be constructed and no tree or shrub shall hereafter be planted over or within 3.05 metres from the centre of the route of each of the Cables or in such a position that the foundations of the buildings or other erections will be within 3.05 metres from the centre of the route of each of the Cables

4.3.4 That the ground cover or the depth of soil over the Cables will not in any way be permanently altered and

4.3.5 That no excavations over the route of the said Cables will be carried out without first giving reasonable prior written notice to the Tenant and allowing a representative of the Tenant to attend

4.4 To ensure that no building or other erection shall hereafter be placed on the Landlord's Property within 3 metres of such security fencing or other enclosure as now exists on or within the Demised Premises Provided that where any roadway is at present within 3 metres of such security fencing or other enclosure as aforesaid the passage of persons and vehicles along such roadway shall not constitute a breach of this covenant

4.5 To keep in good and substantial repair and condition:-

(a) all roadways over which rights of way are granted to the Tenant hereunder and

(b) all drains pipes wires and other conduits referred to in Paragraph 3 of Schedule 1 used in common by the Landlord and the Tenant within the Landlord's Property

- 4.6      4.6.1      To comply with all legislation from time to time in force and the requirements of any competent authority and all conditions in any planning permission relating to the Landlord's plant equipment structures and installations of whatever nature in over or under the Demised Premises and their use and to indemnify and keep indemnified the Tenant in respect of any costs incurred by the Tenant as a result of any breach thereof by the Landlord
- 4.6.2      To indemnify and keep indemnified the Tenant from and against all actions proceedings claims demands losses costs expenses damages and liability in respect of any physical injury to any person or physical damage to any property by reason of or arising in any way directly or indirectly out of the non-compliance by the Landlord with any of its obligations under this Lease
- 4.7      To pay to the Tenant on demand a fair and proper proportion (according to user if appropriate) of the costs properly incurred by the Tenant in maintaining servicing lighting cleaning repairing and/or renewing any roadways paths sewers drains and other conduits or other facilities and any necessary fencing on the Demised Premises which are used or are capable of being used pursuant to the rights reserved to the Landlord hereunder in common by the Tenant and the Landlord
- 4.8      In the event that the Landlord intends to carry out any works to the Landlord's Property or to exercise the rights referred to in Schedule 2 which shall involve the removal of or other material interference with the Earthing System (including the construction of any building or other erection on land on which the Earthing System is situate) and/or any such works which may materially prejudice any of the Tenant's or other lawful occupier's rights in respect of the same the Landlord shall not commence such works until the Landlord has given notice in writing of its intentions to the Tenant and (if necessary) has at the Landlord's expense made adequate provision to ensure that

the Demised Premises have the benefit of an earthing system of a capability no less than the capability of the Earthing System then existing whether by the installation of a supplemental or alternative earthing system within the Landlord's Property or otherwise as the Tenant shall reasonably approve Provided always that insofar as the proposed works involve the removal of the buildings comprised in the electricity power generating station and/or the transmission sub-station on the Landlord's Property and such part of the Earthing System as forms part thereof the provision of a suitable alternative area of land to enable the Tenant to install any necessary supplemental or alternative earthing system shall be at the Landlord's expense but (in such circumstances) the cost of the installation of the supplemental earthing system shall be borne by the Tenant

- 4.9 To perform by way of indemnity only all the lessee's covenants and conditions contained in any superior or overriding lease relating to the Demised Premises so far as the Tenant is not liable for such performance under the covenants on its part contained in this Lease
- 4.10 At the cost of the Landlord within six months of the date hereof to allow the Tenant access to such deeds and documents of title as the Landlord may have in its possession relating to the Demised Premises and so far as reasonably practicable to assist the Tenant in connection with any requisitions raised by H.M. Land Registry in respect of the registration thereof of this Lease

#### **PROVISOS AND AGREEMENTS AND DECLARATIONS**

5. **PROVIDED ALWAYS** and it is **HEREBY AGREED AND DECLARED** as follows:-
- 5.1 If at any time during the Term:-
- (a) the Rent shall be in arrears and unpaid for twenty-eight days after the same shall have become payable and been demanded by the Landlord or



- (b) if the Tenant or any other lawful occupier is required by law to be a Licenceholder in order to carry on the Permitted Use at the Demised Premises and such person ceases so to be and that state of affairs subsists for twenty eight days without the Demised Premises being assigned to a person who may lawfully carry on the Permitted Use at the Demised Premises or
- (c) there shall be any breach non-performance or non-observance by the Tenant of any of the covenants and conditions contained in this Lease

the Landlord may at any time thereafter re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to any rights and remedies of either party in respect of any antecedent breach by the other of any of the covenants contained in this Lease

- 5.2
  - 5.2.1 At any time and from time to time during the Term the Landlord may by notice in writing addressed to the Tenant require the Tenant to relocate or re-position the then existing Lines and Cables of the Tenant (or any or all of such Lines and Cables) which are situated in on over or through the Landlord's Property (in this Clause 5.2 all such Lines and Cables being hereinafter referred to as "the Equipment") Provided that:-
  - 5.2.2 The said notice to be served by the Landlord on the Tenant shall specify (a) the Equipment which is to be relocated or repositioned (b) a reasonable time in which such relocation or repositioning is to be carried out (c) a suitable alternative location or route for the Equipment and (d) reasonable conditions (if any) as to the manner in which such relocation or repositioning shall be carried out
  - 5.2.3 As soon as practicable after receipt of the said notice the Tenant shall proceed to apply for all necessary consents

permissions licences and other things necessary for the said relocation or repositioning (hereinafter in this Clause 5.2 called "the Consents") using all reasonable endeavours to obtain the same

- 5.2.4 If the Tenant having used all reasonable endeavours (including the lodging and pursuing of an appeal to the appropriate authority if there are reasonable grounds for an appeal) shall have failed to obtain the Consents then the said notice shall be of no further effect save that the Landlord shall not be precluded from serving at any other time further notices under this or any other Clause or Sub-clause and save further that the Landlord shall forthwith reimburse to the Tenant all costs properly incurred by the Tenant and any other lawful occupier in connection with the provisions of this Clause 5.2
- 5.2.5 If the Tenant shall obtain the Consents it shall forthwith diligently carry out such relocation or repositioning to the reasonable satisfaction of the Landlord and shall made good all damage caused by the said relocation or repositioning of the Equipment
- 5.2.6 From time to time the Landlord shall pay to the Tenant all costs (a) properly incurred by the Tenant in effecting the said relocation or repositioning of the Equipment and (b) properly incurred in complying with the obligations under this Clause 5.2 (such costs to include the reasonable cost of employing staff involved in the relocation or repositioning of the Equipment and the compliance with the said obligations including reasonable internal management costs) such payment(s) to be made within 28 days of receipt by the Landlord of documentary evidence of the aforesaid costs incurred by the Tenant
- 5.2.7 The rights and obligations of the parties hereunder shall continue to apply to the Equipment as relocated or repositioned including the provisions of this Clause 5.2

- 5.3      5.3.1      If the Landlord shall desire to determine the Term in relation to the whole or any part of the Demised Premises at any time as part of the development or redevelopment of the Landlord's Property or any part thereof then the Landlord shall give to the Tenant written notice ("the Notice") of such desire and shall in the Notice state the date of the determination of the Term and state that the Notice is given pursuant to this Clause 5.3
- 5.3.2      The period of the Notice shall be reasonable in all the circumstances prevailing at the time of service but shall not be less than eighteen months
- 5.3.3      The Tenant shall acknowledge receipt of the Notice within 28 days of the date of service thereof and if the Tenant fails to do so the Landlord shall (prior to the expiration of the period referred to in Sub-clause 5.3.6) serve written notification on the Tenant of the fact of service of the Notice
- 5.3.4      The Notice may relate to the whole of the Demised Premises or (at the option of the Landlord) a severable part or parts thereof ("the Option Property" which expression shall as the context admits mean the Demised Premises or the part thereof specified in the Notice or as may be otherwise agreed by the parties or determined by the Arbitrator)
- 5.3.5      The Notice shall state the purpose for which the Landlord requires the Option Property and shall contain an offer by the Landlord to grant to the Tenant or procure that the Tenant be granted a lease of premises specified in the Notice ("the New Premises" which expression shall as the context admits mean the premises so specified or as is otherwise agreed by the parties or determined by the Arbitrator as the premises to be the subject of the grant of

a new lease by the Landlord to the Tenant) which in all the circumstances are suitable for the Permitted Use which circumstances shall include the geographical location of the New Premises such lease to be for a term equivalent to the then residue of the Term and containing similar provisions covenants and conditions as are herein contained mutatis mutandis

5.3.6 Within a period of 6 months of the date of service of the Notice or such further period (which shall not exceed 6 months) as the Tenant shall reasonably request (such request to be made within the first said period of 6 months) the Tenant shall serve a Counter Notice ("the Counter Notice") on the Landlord informing the Landlord:-

- (i) that the Tenant accepts the provisions contained in the Notice in full or
- (ii) that the Tenant rejects all or some of the provisions contained in the Notice in which event the Tenant may in the Counter Notice put forward alternative proposals which the Tenant would be willing to accept

5.3.7 If the Tenant shall serve a Counter Notice under Sub-clause 5.3.6 (ii) then the Tenant shall specify in the Counter Notice the reasons for such rejection and/or alternative proposals which are material from the point of view of the Tenant and/or any other lawful occupier but which shall be limited to the validity of the Notice and/or economic technical or operational considerations connected with the carrying on of the Permitted Use ("the Reasons") provided that the Reasons shall be capable of being substantiated by written or other proper evidence

5.3.8 The parties hereto agree (in so far as they are lawfully able to) that any evidence adduced pursuant to this Clause

5.3 shall be adduced on a confidential basis between the parties but without prejudice to the rights of the Arbitrator or other adjudicator in respect of such evidence

5.3.9 The Landlord may within a period of 3 months of receipt of the Counter Notice or (if later) such evidence as aforesaid withdraw the Notice which shall be of no further effect

5.3.10 If the Tenant has not served a Counter Notice on the Landlord within the period referred to in Sub-clause 5.3.6 then on the expiration of the Notice this Lease shall absolutely cease and determine in respect of the Option Property and the Tenant shall deliver up vacant possession thereof to the Landlord but without prejudice to the respective accrued rights of the Landlord and the Tenant hereunder

5.3.11 In the event that the Tenant serves a Counter Notice under Sub-clause 5.3.6(ii) which contains alternative proposals the Landlord may by written notice to the Tenant within 3 months of service of the Counter Notice accept the alternative proposals set out in the Counter Notice

5.3.12 In the event that the Tenant serves a Counter Notice under Sub-clause 5.3.6(ii) and the Landlord has neither withdrawn the Notice nor accepted the said alternative proposals the matter may unless the parties agree otherwise be referred to the Arbitrator as defined in Clause 5.9 and the following shall apply:-

(i) the Arbitrator shall be required to determine whether or not the Reasons or any of them are proper and valid and if the Arbitrator decides that the Reasons or any of them are not proper and valid whether or not the Tenant should be required to take a lease of the New Premises

- (ii) in the event that the Arbitrator determines that the Reasons are proper and valid the Notice shall thereupon be treated as having been withdrawn as aforesaid and the Landlord shall forthwith reimburse the Tenant all costs incurred by the Tenant in connection with this Clause 5.3 including those incurred in relation to the arbitration
- (iii) in the event that the Arbitrator determines that the Reasons are not proper and valid in whole or in part he shall award accordingly
- (iv) the Landlord may within 3 months of the date of the Arbitrator's award under Sub-clause 5.3.12(iii) serve a notice on the Tenant withdrawing the Notice and the Landlord shall forthwith reimburse to the Tenant all costs incurred by the Tenant in connection with this Clause 5.3 including those incurred in relation to the arbitration

5.3.13 In the event that:-

- (i) the Tenant has served a Counter Notice under Sub-clause 5.3.6(i) or
- (ii) the Landlord has accepted the alternative proposals under or pursuant to Sub-clause 5.3.11 or
- (iii) it has been determined by the Arbitrator as aforesaid that the Reasons are not proper and valid in their entirety and the Landlord has not withdrawn the Notice under Sub-clause 5.3.12(iv) or
- (iv) it has been determined by the Arbitrator as aforesaid that the Reasons are proper and valid in part but notwithstanding that fact the Arbitrator has nevertheless determined that the Tenant should

be required to take a lease of the New Premises and the Landlord has not withdrawn the Notice under Sub-clause 5.3.12(iv)

(I) The Tenant shall as soon as practicable proceed diligently to obtain or procure all necessary consents permissions licences and other things whatsoever (hereinafter in this Clause 5.3 called "the Consents") to enable it and if relevant any other lawful occupiers of the Option Property to occupy the New Premises for the purposes of the Permitted Use Provided that if the Tenant having used all reasonable endeavours (including the lodging and pursuing of an appeal to the appropriate authority if there are reasonable grounds for an appeal) shall have failed to obtain the Consents then the Landlord's Notice shall be of no further effect save that the Landlord shall not be precluded from serving at any other time further notices under this or any other Clause or Sub-clause and save further that the Landlord shall forthwith reimburse to the Tenant all costs properly incurred by the Tenant and any other lawful occupier in connection with the provisions of this Sub-clause 5.3.13

(II) If the Tenant obtains the Consents as aforesaid then the Landlord shall grant the Tenant a licence for the Tenant to enter and occupy the New Premises for the purposes of undertaking the works and the obligations hereinafter mentioned and commissioning and operating the same during such period as the

Option Property is being made ready for delivery of vacant possession thereof to the Landlord

- (III) Upon the grant of the said licence the Tenant shall enter the New Premises and shall as soon as reasonably practicable diligently undertake such works as may be necessary to comply with the Consents and to provide buildings services plant equipment and all other facilities reasonably equivalent to those then installed at or on or serving the Option Property to enable the New Premises to be used for the Permitted Use
- (IV) As soon as reasonably practicable after completion of the commissioning of the New Premises the Tenant shall yield up the Option Property in accordance with Clause 3.17 and
- (V) On either the date specified in the Notice or determined by the Arbitrator or the date when the Tenant shall have complied in all respects with the foregoing provisions or such other date as the parties may have previously agreed (whichever date shall be the later) this Lease insofar as it relates to the Option Property shall absolutely cease and determine but without prejudice to the respective accrued rights of the Landlord and the Tenant hereunder and simultaneously the Landlord shall grant to the Tenant the lease of the New Premises

5.3.14 The Landlord shall pay to the Tenant all costs and expenses from time to time properly incurred by the Tenant or other



lawful occupier pursuant to the provisions of this Clause 5.3 (such costs to include the reasonable costs of employing staff involved in the relocation to the New Premises and the compliance with the obligations contained in this Clause 5.3 including reasonable internal management costs) but excluding all costs in relation to the arbitration as aforesaid such payment(s) to be made within twenty eight days of receipt by the Landlord of documentary evidence of the aforesaid costs and expenses incurred by the Tenant and Provided always that there shall be deducted from the amounts due to the Tenant hereunder any costs incurred in providing for an increase in the capacity or capability in the electrical plant and equipment installed in the New Premises as compared with the capacity or capability of the equivalent plant and equipment in the Option Property (provided that no deduction shall apply if the capacity or capability of the new electrical plant and equipment which is the nearest equivalent to that to be replaced is incidentally higher than the capacity or capability of the then existing plant and equipment in the Option Property) such deduction reasonably to be estimated from time to time and taken into account by the Tenant when requesting payment as aforesaid

5.4 In the event that at any time during the Term the Tenant shall desire to determine the Lease and shall give not less than two months nor more than two years written notice of such desire to the Landlord this Lease shall absolutely cease and determine on the expiry of such notice and thereupon the Tenant shall deliver up the Demised Premises with vacant possession (unless the Landlord agrees otherwise) but without prejudice to the respective accrued rights of the Landlord and the Tenant hereunder

5.5 5.5.1 If the Tenant or any other lawful occupier has ceased to make any substantive use of the whole of the Demised Premises or a substantial part thereof for the Permitted Use

throughout a continuous period of not less than 2 years then subject to the provisions of Sub-clause 5.5.5:-

- (a) the Landlord may at any time thereafter serve written notice on the Tenant ("the Landlord's Notice") requesting the Tenant to provide reasonable evidence that in the Tenant's reasonable opinion the Tenant or other lawful occupier does have a bona fide present or future requirement to use the Demised Premises or the part specified in the Landlord's Notice for the Permitted Use
- (b) the Tenant shall within a reasonable period (but in any event not exceeding 6 months) of the receipt of the Landlord's Notice either supply to the Landlord such evidence as is mentioned in Sub-clause 5.5.1(a) or shall serve notice on the Landlord that the part of the Demised Premises specified in the Landlord's Notice constitutes a non-severable part of the Demised Premises (as hereinafter defined)
- (c) in the event of any dispute between the Landlord and the Tenant as to whether or not the evidence supplied to the Landlord by the Tenant pursuant to Sub-clause 5.5.1(b) satisfies the requirements of that Sub-clause 5.5.1(a) or whether or not the part of the Demised Premises specified in the Landlord's notice constitutes a non-severable part of the Demised Premises (as hereinafter defined) the matter shall be referred to the Arbitrator

5.5.2 In this Clause 5.5 a "non-severable part of the Demised Premises" shall mean a part of the Demised Premises which would in the Tenant's reasonable opinion (a) if surrendered to the Landlord adversely affect or cause significant inconvenience to the use by the Tenant or any other lawful occupier of the remainder of the Demised Premises for the

Permitted Use or (b) is an integral part of the Demised Premises or (c) it is not practicable to sever from the remainder of the Demised Premises

5.5.3 In the event that the parties agree or it is decided by the Arbitrator that the Tenant is unable to provide satisfactory evidence as aforesaid or that the part of the Demised Premises specified in the Landlord's Notice is not a non-severable part of the Demised Premises the Tenant shall surrender the Demised Premises or the relevant part thereof to the Landlord without any consideration and the Landlord shall (a) accept the surrender (b) release the Tenant from its covenants and other obligations under this Lease (c) indemnify the Tenant in respect of any value added tax payable and irrecoverable by the Tenant as a result of the surrender and (d) carry out any necessary works at that time to enable the Tenant to continue to use the remainder (if any) of the Demised Premises without any material interference by or from the Landlord

5.5.4 Prior to any such surrender of the Demised Premises or the relevant part thereof the Tenant shall ensure that the same is free from hazardous materials (excluding any such installed by the Landlord) and comply with all obligations relating thereto and shall leave any security fencing in a reasonable state of repair and condition

5.5.5 The Landlord shall not be entitled to serve a Landlord's Notice pursuant to this Clause 5.5 in respect of the Demised Premises or any part thereof unless and until there has been a substantial diminution in the use of the Demised Premises or the relevant part thereof from the use thereof as at the date hereof

5.6 Nothing contained in this Lease shall operate expressly or impliedly to confer upon or grant to the Tenant any easement right or privilege other than those expressly hereby granted

- 5.7 All written notices to be served by either party on the other pursuant to the provisions of this Lease shall be sent by recorded delivery addressed to the Company Secretary of the relevant party at its registered office for the time being
- 5.8 Nothing contained in this Lease shall imply or warrant that the Demised Premises may (whether under statute or otherwise) be used for the Permitted Use or that the Landlord will provide any supply of electricity to the Demised Premises
- 5.9 5.9.1 Unless the Landlord and the Tenant otherwise agree if any dispute or difference arises between them as to the interpretation of this Lease the rights duties or obligations of the Landlord and/or the Tenant under this Lease or as to any other matters arising out of this Lease or where there is an express reference to the appointment of an arbitrator the same shall be referred to an arbitrator appointed in accordance with the Arbitration Acts 1950 to 1979 which arbitrator shall be herein referred to as "the Arbitrator"
- 5.9.2 The Arbitrator shall be appointed by agreement between the Landlord and the Tenant or in default of agreement within 15 working days of a nomination by one party to the other by or on behalf of the President for the time being of the Law Society or the President for the time being of the Royal Institution of Chartered Surveyors or the President of the Institute of Electrical Engineers or the President or other senior officer for the time being of the Institute of Arbitrators (according to the nature of the dispute) on the application of either party and where there is a dispute as to the classification of the nature of the dispute or as to the appointing authority to nominate the Arbitrator the matter shall be referred to the President for the time being of the Law Society

- 5.10 If in order to comply with any obligation in this Lease the Landlord or the Tenant is under a duty to obtain the consent of a third party such obligation shall be deemed to be subject to the obtaining of such consent which the party in question shall use its reasonable endeavours to obtain and if reasonably requested the other party shall give all such assistance as is reasonable
- 5.11 Having been authorised so to do by an Order of the Mayor's and City of London Court dated the 16th day of March One thousand nine hundred and ninety the parties hereto agree that the provisions of Sections 24-28 inclusive of the Landlord and Tenant Act 1954 (as amended by the Law of Property Act 1969) be excluded in relation to the tenancy hereby created
- 5.12 If the Landlord ceases to generate transmit or supply electricity and is not a member of a group of companies one member of which group generates transmits or supplies electricity then in the exercise of the rights referred to in Paragraph 5(b) of Schedule 2 the Landlord shall comply with all reasonable directions given by the Tenant including any limitations on the times of access and any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such rights and procedures for obtaining the same



**EXECUTED AS A DEED** by the parties hereto the day and year first above written

**SCHEDULE 1**

**EASEMENTS AND RIGHTS IN THE NATURE  
OF EASEMENTS GRANTED TO THE TENANT**

1. Subject as herein mentioned rights for the Tenant its agents and licencees:-
  - (a) to pass to and from the Demised Premises with or without vehicles at all times on or over the roadways shown coloured

yellow/yellow hatched green on the Plan or over such of the roadways on the Landlord's Property as the Landlord shall from time to time reasonably designate **PROVIDED THAT** such roadways shall not be used by vehicles with loads which exceed the weight limits which such roadways are from time to time designed to support and which have from time to time been notified in writing to the Tenant and in case such weight limits are exceeded by the Tenant or other persons authorised by it the Tenant shall at its own expense forthwith remedy or cause to be remedied any damage caused to the roadways as a result of the transportation over the roadways of any load in excess of such weight limits as currently apply to the said roadways and

(b) where necessary upon giving reasonable prior notice to the Landlord and in compliance with any reasonable conditions specified by the Landlord to load and unload plant and equipment from the part of the said roadways immediately adjacent to the Demised Premises

2. The right to retain all Lines and Cables belonging to the Tenant (the approximate position of which existing Lines are shown coloured green on the Plan and of which existing Cables are shown coloured green/yellow hatched green on the Plan or in either case notified in writing to the Landlord by the Tenant within twelve months of the date hereof (time to be of the essence) and agreed upon by the Landlord) as are now or shall within the Perpetuity Period be installed in accordance with Paragraph 5 of Schedule 1 in over or through the Landlord's Property and the right for the Tenant and all persons authorised by it to use the same
3. The right to the free passage and running of water soil electricity gas telephone and other communication media and other services now benefiting the Demised Premises through the drains pipes wires or other conduits (but excluding Lines and Cables) which are now or shall within the Perpetuity Period be laid in over or through the Landlord's Property

4. The right to use that part of the Earthing System situate within the Landlord's Property
5. Subject to the provisions of Clause 3.12 and (as appropriate) Sub-clause 3.7.1 the right to enter the Landlord's Property with or without workmen and equipment in order to:-
  - (a) inspect test maintain repair remove renew operate alter or replace the Lines and Cables referred to in Paragraph 2 of Schedule 1 (or otherwise installed in accordance with the terms of this Lease) and the drains pipes wires and other conduits referred to in Paragraph 3 of Schedule 1 and
  - (b) install (instead of any Line and/or Cable referred to in Paragraph 2 of Schedule 1) in the same location as such existing Line and/or Cable a new Line and/or Cable having a different nominal voltage or electrical capacity or capability from the one to be replaced and
  - (c) inspect maintain repair and alter the Demised Premises and/or replace the buildings thereon or the Tenant's plant and equipment (but only to the extent that the requisite works cannot reasonably be carried out without access to the Landlord's Property) provided that this right shall only apply to those parts of the Landlord's Property as are from time to time unbuilt upon
6. All rights of light air support and shelter belonging to or enjoyed by the Demised Premises
7. Subject as herein provided the right to erect a sign board near each entrance to the Landlord's Property at which the Tenant from time to time gains access to the Demised Premises via the Landlord's Property from the public highway each such sign board to be of a size and in a location as the Landlord shall reasonably approve and insofar as adequate directional signs do not exist on relevant parts of the



Landlord's Property the right to erect thereon such directional signs as the Tenant shall reasonably require in order to direct visitors to the Demised Premises such signs to be of a size or sizes and in locations as the Landlord shall reasonably approve

## **SCHEDULE 2**

### **EASEMENTS AND RIGHTS IN THE NATURE OF EASEMENTS EXCEPTED AND RESERVED TO THE LANDLORD AND ALL PERSONS AUTHORISED BY IT**

1. The right to the free passage and running of water soil electricity gas telephone and other communication media and other services now benefiting the Landlord's Property or any part thereof through the drains pipes wires or other conduits (but excluding Lines and Cables) which are now or shall within the Perpetuity Period be laid in over or through the Demised Premises
2. The right to use that part of the Earthing System situate within the Demised Premises
3. The right to retain and use all Lines and Cables belonging to the Landlord and all persons authorised by it as are at the date hereof or are within the Perpetuity Period installed in over or through the Demised Premises
4. All rights of light air support and shelter belonging to or enjoyed by the Landlord's Property
5. Subject to the provisions of Clause 4.2 the right to enter the Demised Premises with or without workmen and equipment in order to:-
  - (a) inspect test maintain repair operate alter remove replace or renew the Lines and Cables referred to in Paragraph 3 of Schedule 2 and the drains pipes wires and other conduits referred to in Paragraph 1 of Schedule 2 and



(b) inspect maintain repair alter and replace the Landlord's Property (but only to the extent that the requisite works to the Landlord's Property cannot reasonably be carried out without access to the Demised Premises) provided that this right shall only apply to those parts of the Demised Premises as are from time to time unbuilt upon

6. The right to deal with the Landlord's Property or any part thereof (including the carrying out of works of addition alteration or redevelopment of the Landlord's Property) as the Landlord or the person exercising the right shall in its absolute discretion think fit provided that the same do not materially interfere with the easements granted to the Tenant hereunder

**SCHEDULE 3**

**LIST OF TENANT'S PLANT AND EQUIPMENT INCLUDING  
THAT OF A THIRD PARTY (IF ANY)**

To be agreed within three months of the date hereof or in default of agreement to be determined pursuant to Clause 5.9 hereof and upon such agreement or determination the Schedule initialled on behalf of the parties shall be attached hereto

**SCHEDULE 4**

**LIST OF LANDLORD'S PLANT AND EQUIPMENT**

To be agreed within three months of the date hereof or in default of agreement to be determined pursuant to Clause 5.9 hereof and upon such agreement or determination the Schedule initialled on behalf of the parties shall be attached hereto

THE COMMON SEAL of THE )  
LANDLORD was hereunto affixed )  
in the presence of:- )

*Sir. Hudgad*  
ASSISTANT SECRETARY



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