

SCHEDULE 16A

Contractor Warranted Updated Data

■	[REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED]
■	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
■	[REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED] [REDACTED]
■	[REDACTED] [REDACTED] [REDACTED]

Contractor Warranted Second Updated Data

Contractor	Warranted Second Updated Data (%)
1	95
2	90
3	85
4	75
5	70
6	65
7	60
8	55
9	50
10	45
11	40
12	35
13	30
14	25
15	20
16	15
17	10
18	5
19	5
20	5

- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]

SCHEDULE 0

Daily Report

Daily Report for: [day/month/year]

Location (HB/Wing)	Availability				Exceeding Permitted Level			
	A No. of Prisoners occupying Available Prisoner Places	B No. of Prisoner Places to be paid for as CAPPs	C No. of Prisoner Places to be paid for as JEAPPs	D No. of Prisoner Places to be paid for as HAPPs	E No of Prisoners sharing a Single Prison Cell	F Permitted Level	G No of Contractor Doubled Up Prisoners	H Contractor Doubled Up Excess
Totals								
Comment:								
	Signed (Director):				Name:		Date:	
	Signed (Controller):				Name:		Date:	

Number of Unavailable Prisoner Places and Logged Availability Time:

SCHEDULE 0

Interim Project Report

The Interim Project Report shall contain the following information:

1. details of the Financing Default to which the Interim Project Report relates;
2. a copy of all notices served by any of the parties to the Senior Financing Agreements on any counterparty to the Senior Financing Agreements in respect of such Financing Default;
3. details of all action taken by the Senior Creditors as a result of such Financing Default;
4. details of all mandatory prepayment events and whether any such events have occurred;
5. a copy of any reports prepared by the Contractor as a result of the Financing Default; and
6. details of all action taken or to be taken by the Contractor as a result of the Financing Default.

SCHEDULE 0

Part 1: Title Matters

1. Register entries

The matters contained or referred to in title numbers [REDACTED] as at 26 April 2010 timed at 15:06:00 and [REDACTED] as at 26 April 2010 timed at 15:07:16.

2. Other deeds and documents

2.1 The matters contained or referred to in the following deeds and documents:

Date	Document	Parties
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

Date	Document	Parties
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	

- 2.2 All information contained or referred to within the replies to commercial standard property enquiries dated 12 March 2010, the replies to First Additional Enquiries dated 15 March 2010, the replies to Second Additional Enquiries dated 11 March 2010 and the replies to Third Additional Enquiries dated 17 May 2010.
- 2.3 Without prejudice to **paragraphs 1, 2.1 and 2.2** all rights, easements, covenants, agreements, declarations, exceptions, reservations, leases, other tenancies, licences and other rights of occupation or use now affecting the Premises, whether apparent on inspection or not.

Part 2: Houseblock Title Matters

1. Register entries

The matters contained or referred to in title number [REDACTED] as at 19 September 2013 timed at 15:27:58.

2. Other deeds and documents

2.1 The matters contained or referred to in the following deeds and documents:

Date	Document	Parties
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]

- 2.2 All information contained or referred to within the replies to commercial standard property enquiries dated 11 October 2013, and the replies to Additional Enquiries dated 10 December 2013.
- 2.3 Without prejudice to **paragraphs 1, 2.1 and 2.2** all rights, easements, covenants, agreements, declarations, exceptions, reservations, leases, other tenancies, licences and other rights of occupation or use now affecting the Expansion Site, whether apparent on inspection or not.

SCHEDULE 0

Part 1: Authority Planning Conditions

The Authority Planning Conditions are identified within the column headed "Authority" on the planning responsibility matrix attached hereto.

OUTLINE PLANNING CONSENT Planning Ref.: 07/2266/O Date of Application: 14 September 2007 Authorised on: 14th December 2007				
	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	OUTLINE CONSENT - 26 CONDITIONS, 5 informatives & S106 requirements			
	No building work shall be started until detailed plans / sections and elevations showing the following details in respect of relevant parts of the development have been submitted to, and approved by, the local planning authority and the relevant part of the development shall in all respects be carried out in accordance with the approved plans: (i) siting; (ii) external appearance of the Buildings; (iii) design of the Buildings; and (iv) landscaping.	In order that the Council is satisfied with the details of the proposed development and to ensure compliance with Policies SD1, D1 and D2 of the Unitary Development Plan 2006.		✓
2	Any application for the approval of the reserved matters pursuant to condition 01 shall be made to the local planning authority before the expiration of 3 years from the date of this permission.	To comply with Section 92 of the Town and Country Planning Act 1990. A period of 3 years is considered to be a reasonable time limit in view of the extent and timescale of the proposal.	✓	
3	The development to which this permission relates shall begin not later than whichever is the later of the following dates: a) the expiration of 3 years from the date of this outline planning permission; or b) the expiration of two years from the final approval of reserved matters, or in the case of approval on different dates, the final approval of the last such matter to be approved.	To comply with Section 92 of the Town & Country Planning Act 1990.	✓	
	The development which for the avoidance of doubt shall include the siting of Buildings the maximum Building	To ensure the development is carried out in accordance with		✓

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	heights is to be carried out in accordance with the approved parameter plans unless the plans have been amended in accordance with conditions 05 and 06.	the parameters assessed in the environmental statement, as may be modified by those conditions which the local planning authority considers necessary to secure a satisfactory development and to ensure that amendments of the plans may be made providing the proposed changes either do not give rise to likely significant adverse effects in comparison with the plans authorised by this permission or that prior to approval such likely effects are subject to environmental assessment.		
	<p>No amendment to the approved parameter plans will be approved unless:</p> <p>(i) the local planning authority first determines in writing that there is not likely to be any significant adverse environmental effect arising from the proposed amendments in comparison with the plans already subjected to environmental impact assessment and approved by this permission; or</p> <p>(ii) the submission for amendment has been accompanied by a supplementary environmental impact assessment assessing the likely significant environmental effects of the amendments proposed in comparison with the plans already subjected to environmental impact assessment and the application has been appraised in accordance with the procedure set out in the Town & Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999 as if the Regulations applied to the application to amend under this condition as they would</p>	To ensure the development is carried out in accordance with the parameters assessed in the environmental statement, as may be modified by those conditions which the local planning authority considers necessary to secure a satisfactory development and to ensure that amendments of the plans may be made providing the proposed changes either do not give rise to likely significant adverse effects in comparison with the plans authorised by this or that prior to approval such likely effects are subject to environmental impact		✓

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	apply to an application under s73 of the Town & Country Planning Act 1990.	assessment.		
	All submission of details and reserved matters applications submitted pursuant to the planning permission hereby approved shall be in substantial accordance with the approved Parameter Plans, environmental statement and Design & Access Statements.	The development of the site is the subject of an environmental impact assessment and any substantial alteration to the layout may have an impact which has not been assessed by that process.		✓
7	The development shall be carried out in accordance with the mitigation measures set out in the environmental statement submitted to accompany the planning application and wherever in these conditions the local planning authority approves a variation to those mitigation measures imposed by that condition it shall only do so if it is satisfied that the relevant variation would not have significant environmental effects other than those assessed in the environmental statement referred to in this condition.	To ensure that the development is carried out in accordance with the principles of mitigation set out in the environmental statement in order to minimise the environmental effects of the development.	✓ Outside the Site as denoted on the Site Plans set out in Schedule 19	✓ Within the Site as denoted on the Site Plans set out in Schedule 19
8	All drawings and specifications, and any other matters as to the construction of the scheme, submitted to the Council for each phase of the development shall be in substantial accordance with the environmental statement.	The development of the site is the subject of an environmental impact assessment and any substantial alteration may have an impact, which has not been assessed by that process.		✓
	Full details of facing materials including samples to be used on every building and all other finishing materials including paving, roads, parking areas, means of enclosure, shall be submitted to, and approved by, the local planning authority before the relevant part of the development is commenced.	To ensure that the appearance of the development is satisfactory and that it contributes to the character and appearance of the area in accordance with Policies SD1 and D1 of the Unitary Development Plan 2006.		✓

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	<p>Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the local planning authority), a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved, in writing, by the local planning authority. That scheme shall include all of the following elements unless specifically excluded, in writing, by the local planning authority.</p> <p>a) A desk study identifying:</p> <ul style="list-style-type: none"> - all previous uses - potential contaminants associated with those uses - a conceptual model of the site indicating sources, pathways and receptors - potentially unacceptable risks arising from contamination at the site. <p>b) A site investigation scheme, based on (a) to provide information for an assessment of the risk to all receptors that may be affected, including those off site.</p> <p>c) The results of the site investigation and risk assessment (b) and a method statement based on those results giving full details of the remediation measures required and how they are to be undertaken.</p> <p>d) A verification report on completion of the works set out in (c) confirming the remediation measures that have been undertaken in accordance with the method statement and setting out measures for maintenance, further monitoring and reporting any changes to these agreed elements require the express consent of the local planning authority.</p>	To prevent pollution of controlled waters and ensure compliance with Policy E11 and E17 of the Unitary Development Plan 2006.	✓	

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
11	Piling or any other foundation designs using penetrative methods will not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater.	To prevent pollution of controlled waters and ensure compliance with Policy E17 of Unitary Development Plan.		✓
12	No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters..	To prevent pollution of controlled waters and ensure compliance with Policy E17 of the Unitary Development Plan.		✓
	Surface water management measures shall be carried out in accordance with the accepted Flood Risk Assessment. The surface water details shall be submitted to and approved in writing by the local planning authority before development commences.	To prevent the increased risk of flooding and to improve water quality and ensure compliance with Policy E18 of the Unitary Development Plan.		✓
	Prior to the commencement of the development an evacuation plan covering flood evacuation and escape routes, in house warning system, signage within and outside the Buildings, shall be submitted to and approved in writing by the local planning authority. The approved works and the evacuation plan will then be implemented in full from the date the Building is occupied.	To minimise the risk to users of the development from flooding and to ensure compliance with Policy E18 of the Unitary Development Plan.		✓
13	The developer shall monitor the levels of noise and dust pollution using an objective method of measurement for each working site. The developer shall submit to the local planning authority the proposed method, the frequency and location of monitoring. Baseline levels of dust and noise shall be agreed prior to the commencement of new works. The developer shall also agree action levels of dust pollution and noise with the local planning authority. When these levels are exceeded the developer shall take action to ensure that the levels of dust and/or noise are reduced	In the interests of the amenities of neighbouring properties and ensure compliance with Policy E1 of the Unitary Development Plan July 2006.		✓

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	to comply with the agreed action level.			
16	No vehicles shall leave the site with earth, mud etc., adhering to the wheels in a quantity which may result in its being deposited on the public highway or footpath, and creating nuisance, or hazard to vehicles, or pedestrians. Suitable wheel washing equipment to avoid such problems shall be installed, operated and maintained on the site until the development is completed. The written consent of the Environment Agency shall be obtained regarding the disposal of surface water and drainage for wheel washing facilities.	In order to maintain the safety and amenity of users of surrounding roads and footways and ensure compliance with Policy SM4 of the Unitary Development Plan 2006.		✓
	The plans and particulars submitted in accordance with condition 1 above shall include: (a) a plan showing the location of, and allocating a reference number to, each existing tree on the site which has a stem with a diameter, measured over the bark at a point 1.5 metres above ground level, exceeding 75 mm, showing which trees are to be retained and the crown spread of each retained tree; (b) details of the species, diameter(measured in accordance with paragraph (a) above), and the appropriate height, and an assessment of the general state of health and stability, of each retained tree and of each tree which is on land adjacent to the site and to which paragraph (c) and (d) below apply; (c) details of any proposed alterations in existing ground levels, and of the position of any proposed excavation,(within the crown spread of any retained tree) (d) details of the specification and position of fencing (and of any other measures to be taken) for the protection of any tree from damage before or during the course of development.	In order to maintain the amenity of the area and ensure compliance with Policies D1 and D4 of the Unitary Development Plan July 2006.	✓ Outside the Site as denoted on the Site Plans set out in Schedule 19	✓ Within the Site as denoted on the Site Plans set out in Schedule 19
18	Details of all hard and soft landscaping arrangements including surface treatment, re-location of salvaged date stones, fencing, or other means of enclosure; tree, or	In order to improve the character and amenities of the area and ensure compliance		✓

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	<p>shrub planting indicating species and size shall be submitted to, and approved by, the local planning authority before the development is commenced. The hard landscaping shall be completed before the premises are first occupied. The soft landscaping shall be completed within 12 months, or by the end of the first planting season, after the completion of the development to the satisfaction of the local planning authority.</p> <p>Any trees, or plants which die within a period of 5 years from the completion of the development; are removed, or become seriously damaged, or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation.</p>	with Policies D1 and D4 of the Unitary Development Plan July 2006.		
	A landscape and ecological management plan, including long term design objectives, a mitigation strategy for bio-diversity Impacts, in line with the Council's Bio-Diversity Action Plan if available, management responsibilities and maintenance schedules for all landscape areas, shall be submitted to, and approved in writing by, the local planning authority before the relevant part of the development commences. The ecological plan must include the conservation of existing water voles as well as the introduction of water voles if deemed necessary and details of the rescue and relocation of amphibians to the new habitat to be created. The landscape and ecological management plan shall be carried out as approved.	To protect / conserve the natural features and character of the area and ensure compliance with Policy D3 of the UDP July 2006.	<p>✓</p> <p>With respect to compliance with the landscape and ecological management plan outside the Site as denoted on the Site Plans set out in Schedule 19</p>	<p>✓</p> <p>With respect to compliance with the landscape and ecological management plan within the Site as denoted on the Site Plans set out in Schedule 19</p>
	All buildings on the site shall be surveyed to establish the presence of bats and full mitigation measures shall be submitted to, and approved in writing by, the local planning authority in consultation with Natural England before any works on the site commence.	To enhance biodiversity through the development and ensure compliance with Policy D3 and O22 of the Unitary Development Plan.	<p>✓</p>	

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
21	<p>The demolition, earth removal, piling work and any mechanical building operations required to implement this development shall only be carried out between the hours of:-</p> <p>Monday to Friday 7.00am - 7.00pm</p> <p>Saturdays 7.00am - 1.00pm</p> <p>And not at all on Sundays and Bank Holidays, unless otherwise agreed in writing with the local planning authority.</p>	To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policy E2 and E6 of the Unitary Development Plan July 2006.		✓
	No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme for investigation which has been submitted by the applicant and approved by the local planning authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the local planning authority.	The development of this site is likely to damage archaeological remains. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with the appropriate English Heritage guidelines. To ensure compliance with Policy D30 and D31 of the UDP July 2006.	✓	
	No development shall take place within the application site until the developer has secured the implementation of a programme of archaeological recording of the standing historic building(s) and the safe salvage and storage of the date stones in the early 20th Century buildings in accordance with a written scheme of investigation / salvage which has been submitted to and approved in writing by the local planning authority.	The historic building(s) is/are of intrinsic archaeological interest and any alteration or demolition of the historic structure(s) should be recorded before it / they are damaged or destroyed by the development hereby permitted. To ensure compliance with Policy D30 and D31 of the UDP July 2006.	✓	

	CONDITIONS	REASON FOR CONDITION	Responsibility	
			Authority	Contractor
	Full details of access arrangements throughout the development for people with mobility difficulties shall be submitted to, and approved by, the local planning authority prior to the commencement of the relevant part of the development and such development shall be completed in accordance with such details.	To facilitate movement by those with mobility difficulties and to comply with Policies D6 of the Unitary Development Plan July 2006.		✓
25	Full details of facilities for parking of cycles within the site shall be submitted to, and approved in writing by, the local planning authority and once approved shall be fully implemented before the premises in each section of the development are first occupied.	To promote sustainable travel and to ensure compliance with Policy M32 of the Unitary Development Plan July 2006.		✓
26	Following completion and first occupation of the new prison hereby approved, access/egress shall only be via Griffin Manor Way or the existing roadway that serves the Crown Courts, and the existing secondary access / egress via Hadden Road shall not be used to serve the Belmarsh Prisons or Courts, unless otherwise agreed in writing by the local planning authority.	In order to maintain the safety and amenity of users of surrounding roads and footways and ensure compliance with Policy SM4 of the Unitary Development Plan.		✓

	INFORMATIVE	Responsibility	
		Authority	Contractor
	OUTLINE CONSENT - 26 CONDITIONS, 5 INFORMATIVES & S106 REQUIREMENTS		
1	Under the terms of Water Resources Act 1991 and the Land Drainage Byelaws 1981, the prior written consent of the Environment Agency is required for any proposed works or structures either affecting or within 16 metres of the tidal flood defence structures. Contact I Blackburn on 020 7091 4013 for further details.		✓

	INFORMATIVE	Responsibility	
		Authority	Contractor
2	Under the terms of the water Resources Act 1991, the prior written consent of the Environment Agency is required for any discharge of sewage or trade effluent into controlled waters e.g. watercourses and underground waters, and may be required for any discharge of surface water to such controlled waters or for any discharge of sewage or trade effluent from buildings or fixed plant into or onto ground or into waters which are not controlled waters. Such consent may be withheld. Contact Matt Robson on 020 8310 5500 for further details.		✓
3	Under the terms of the Water Resources Act 1991, the prior written consent of the Environment Agency is required for dewatering from any excavation or development to a surface watercourse. Contact Matt Robson on 020 8310 5500 for further details.		✓
4	Surface water from the parking area should be passed through a suitable type of oil/grit separator, the design of which shall be to the satisfaction of the Environment Agency.		✓
5	Any facilities, above ground, for the storage of oils, fuels or chemicals shall be provided with adequate, durable secondary containment to prevent the escape of pollutants. The bunded area shall be designed, constructed and maintained in order that it can contain a capacity not less than 110% of the total volume of all tanks or drums contained therein. All filling points, vents, gauges and sight glasses should be bunded. Any tank overflow pipe outlets shall be directed into the bund. The installation must, where relevant, comply with the Control of Pollution (Oil Storage) (England) Regulations 2001		✓

SECTION 106 REQUIREMENT	Responsibility	
	Authority	Contractor
<p>1.3.3 Businesses; stating that GLLaB will be provided by the Owner his respective contractors and Sub-Contractors and Operating Companies with notification of all job vacancies in relation to the Development as soon as reasonably practicable after such vacancies occur PROVIDED THAT the Owner shall not be required to provide GLLaB with notification of any job vacancies filled internally without Advertisement;</p> <p>1.3.4 stating that GLLaB will be provided by the Owner his respective contractors and subcontractors with a schedule/programme of work indicating the opportunities for contracted and sub-contracted work and levels of work hours prior to the commencement of the Development; and</p> <p>1.3.5 stating that the contractors and Sub-Contractors for the Development and the Operating Companies will be required to monitor and record the number of local People and Local Businesses recruited from the area of the London Borough of Greenwich engaged in the construction of the Development and in the operation of the Development for the first 12 months following Practical Completion of the Development and submit returns to the Owner at intervals of not more than one month throughout the period of the construction of the Development.</p> <p>1.4 The Owner covenants with the Council that he will monitor and record the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich engaged in the construction of the Development and in the operation of the Development for the first 12 months following Practical Completion of the Development and use reasonable endeavours to obtain returns from his contractors of the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich employed by his respective contractors and Sub-Contractors in the construction of the Development and in the operation of the Development for the first 12 months following Practical Completion of the Development and submit these returns to the Council at regular intervals of not more than one month.</p> <p>1.5 The Owner covenants with the Council that he will provide and maintain at his own expense on Mondays to Fridays in each week (excluding bank holidays) starting on the Implementation Date throughout the period of the construction of the Development</p>		

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
	temporary office accommodation (with all necessary services including heating and lighting and telephone line) with a floor space of approximately 10 square metres for GLLaB throughout the period of construction of the Development rent free the location of such accommodation to be at the discretion of the Owner and to include direction signs to the said accommodation displayed prominently at the site entrance.		
2	<p>Transport – Crossrail contribution [REDACTED] (Third Schedule – Item 2)</p> <p>'2. Transport</p> <p>2.1 Within 28 days of the Council informing the Owner that the Council has an obligation placed on it to expend the appropriate monies itself or the Council has an obligation to pay the monies in question to a third party the Owner covenants with the Council that the Owner shall pay to the Council the Crossrail Contribution PROVIDED THAT such obligation to pay on the part of the Owner shall cease on the tenth anniversary of the date of this Agreement. If the Crossrail Contribution is not utilised by the Council within 28 days of the Council receiving the same from the Owner the Crossrail Contribution shall be repaid to the Owner (or as the Owner shall direct) together with all interest that has been earned on the Crossrail Contribution PROVIDED THAT in the event of the Owner disposing of his interest in the Site to any body or person who is not a Minister of the Crown then the following provisions will apply:</p> <p>2.2.1 the Owner covenants with the Council that the Owner shall pay to the Council within 28 days of the date of its acquisition of the Site the Crossrail Contribution (and the Council shall pay such monies forthwith into an interest bearing account) and provided further if the Council has not spent the Crossrail Contribution on feasibility studies or appropriate infrastructure for the Crossrail Project within the vicinity of the Site within a period of 10 years from the date hereof then the Crossrail Contribution shall be repaid to the Owner (or as the Owner shall direct) within 28 days of the Owner's request for the same together with all Interest that has been earned on the Crossrail Contribution by the Council'.</p>	✓	

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
3	<p>Travel Plan – Principles, programme of its implementation and monitor (Third Schedule – Item 3)</p> <p>'3. Travel Plan</p> <p>3.1 The Owner covenants with the Council that prior to the Implementation Date he will submit to the Council for approval the Travel Plan (as defined to include the provisions of Annex B of the Third Schedule hereof) together with a programme for its implementation.</p> <p>3.2 The Owner covenants with the Council to use reasonable endeavours to implement and maintain the Travel Plan or any variation of it approved by the Council from time to time'.</p>		✓
	<p>Haulage Routes – details of construction haulage routes and proposed access points for construction vehicles to be used during the development. (Third Schedule – Item 4)</p> <p>'4. Haulage Routes</p> <p>4.1 The Owner covenants with the Council prior to the Implementation Date to submit to the Council for approval by the Council details of construction haulage routes and proposed access points for construction vehicles to be used during the Development so as to mitigate the effects of the construction and unless the Council otherwise agree, to require in his contract and thereafter to use all reasonable endeavours to ensure that his constructors' construction vehicles use only the construction haulage routes so approved and only enter and leave the relevant part of the Development by the designated access and egress points.'</p>		✓

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
	<p>Environmental Sustainability Measures – proposals designed and constructed to achieve an “excellent” rating as defined by BREEAM. A report from a registered assessor confirming “excellent” rating shall be submitted to the Council. No construction work in respect of the development shall take place until approval has been given by the Council to such report.</p> <p>(Third Schedule – Item 5)</p> <p>‘5. Environmental -Sustainability Measures</p> <p>5.1 The Owner covenants with the Council that he shall ensure that the Development is so designed and constructed as to achieve an "excellent" rating as defined by the BREEAM as verified by a registered assessor from a list approved by the Building Research Establishment.</p> <p>5.2 The Owner covenants with the Council that he shall achieve an "excellent" rating as defined by BREEAM prevailing at the relevant time for Dwellings of the Development as verified by a registered assessor approved by the Building Research Establishment prior to the start of construction of the Development.</p> <p>5.3 A report from such a registered assessor giving the opinion that the design of the Development achieves an “Excellent” rating shall be submitted to the Council by the Owner in writing for approval prior to the Implementation Date and the Owner covenants with the Council that no construction work in respect of the Development shall take place until approval has been given by the Council to such report.’</p>		✓
6	<p>Renewable Energy and Energy Efficiency – observe the provision set out in the Energy Statement submitted to the Council and dated September 2007. <i>Provision set out in the Energy Statement – minimum savings of 25% emissions are targeted due to energy efficient design and technology and 10% via on site renewable energy generation.</i> (Third Schedule – Item 6)</p> <p>‘6. Renewable Energy and Energy Efficiency</p>		✓

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
	The Owner covenants with the Council that it shall: 6.1 observe the provisions set out in the Energy Statement submitted to the Council and dated September 2007'		
7	Environmental Monitoring Contribution [REDACTED] (Third Schedule – Item 7) '7. Environmental Monitoring The Owner covenants with the Council to pay to the Council on the Implementation Date the Environmental Monitoring Contribution towards the Cost of environmental monitoring including monitoring the air quality, noise waste and pollution at the Development and the area surrounding the Development.'		✓
8	Improvement to Routes to Plumstead Station contribution - [REDACTED] (Third Schedule – Item '8. Improvements to Routes to Plumstead Station The Owner covenants with the Council to pay to the Council on the Implementation Date the Plumstead Station Route Improvement Contribution which shall be used by the Council towards improvements to routes to Plumstead Station.'		✓
9	CCTV contribution - [REDACTED] (Third Schedule – Item 9) '9. CCTV The Owner covenants with the Council to pay to the Council on the Implementation Date the CCTV Contribution to the Council which shall be used by the Council to increase the CCTV monitoring capacity within the Public Realm.'		✓
10	Community Outreach Projects contribution - [REDACTED] (Third Schedule – Item 10) '10. Community Outreach Projects		✓

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
	10.1 The Owner covenants with the Council to pay to the Council on the Implementation Date the Community Outreach Projects Contribution for the purpose of funding Community Outreach Projects.'		
	<p>Equal Opportunities Statement (Third Schedule – Item 11)</p> <p>11. Equal Opportunities Statement</p> <p>11.1 The Owner covenants with the Council that:</p> <p>11.1.1 he will issue a written statement or statements (the form and content of which shall previously have been agreed with the Council) to his respective contractors and for conveying to visitors to the Development indicating the full commitment of the Owner to ensuring equal opportunities of employment and training for persons and businesses;</p> <p>11.1.2 he will use all reasonable endeavours to obtain from his contractors returns (where the information is divulged by the people recruited) showing a breakdown of the race and sex of people recruited to work on the construction of the Development which shall also contain details of any disabilities from which such people may suffer (in a form which will allow the Council to assess such matters) at intervals of not more than every one month commencing on the date and month after the Implementation Date and until completion of the Development and within fourteen days of obtaining such returns will pass the said returns to the Council.'</p>	<p>✓</p> <p>With respect to the management and providing returns to the Council</p>	<p>✓</p> <p>With respect to providing returns to the Authority</p>
	<p>Construction Charter</p> <ul style="list-style-type: none"> • Appoint Community liaison officer • Waste management plan • Construction management scheme <p>(Third Schedule – Item 12 and Annex A)</p>		<p>✓</p>

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
	<p>'12. Construction Charter The Owner Covenants with the Council that:</p> <p>12.1 prior to the Implementation Date he shall submit to the Council for approval of the Council a Construction Charter which shall be based on the Principles of the Code of Good Practice; and</p> <p>12.2 he will use all reasonable endeavours to ensure that his contractors comply with the Construction Charter approved by the Council in accordance with this Clause 12.'</p>		
13	<p>Payment of Section 106 monitoring costs - [REDACTED] (Third Schedule – Item 13)</p> <p>'13. Payment of Section 106 Monitoring Costs 13.1 It is further agreed that the Owner shall pay to the Council the sum of [REDACTED] ([REDACTED] [REDACTED] towards the Council's costs and expenses of monitoring compliance with the terms of this Deed; and</p> <p>13.2 The Council shall forthwith after the date of this Deed register this Deed as a local land charge and when the Owner has fully performed all of his obligation under this Deed in respect of the Land to the reasonable satisfaction of the Councillor has been released from further performance of the same by the Council the Council shall forthwith cancel the registration of the Deed against the Land in the Local Land Charges Register'.</p>		✓
14	<p>Toucan Crossing contribution - [REDACTED] (Third Schedule – Item 14)</p> <p>'14. Toucan Crossing Contributions 14.1 The Owner covenants with the Council to pay to the Council on Implementation the Toucan Crossing Contribution (and the Council shall pay such monies forthwith into an interest bearing account) and provided further if the Council has not spent the Toucan Crossing Contribution on upgrading the existing toucan crossing within the vicinity of the Site within a period of 10 years from the date hereof then the Toucan Crossing Contribution shall be repaid to the Owner (or as the Owner shall direct) within 28 days of the Owner's request for the same together with all interest that has been earned on</p>	✓	

SECTION 106 REQUIREMENT	Responsibility	
	Authority	Contractor
the Toucan Crossing Contribution by the Council.'		
<p>Highway Works contribution – Full cost of the Highway works consisting of the widening of Griffin Manor way to incorporate parking lay-bys to facilitate two way operating for articulated vehicles as well as the provision of new pedestrian / cycle facilities adjacent to the junction of Griffin Manor Way. See Atkins plan titled 'Proposed Mitigation Measures for Royal Arsenal East along Griffin Manor Way'. (Third Schedule – Item 15)</p> <p>'15. Highway Works</p> <p>15.1 The Owner covenants to provide the Council within three months of the date of this Agreement an estimate of the full cost of the Highway Works for the approval of the Council AND if such estimate of the full cost of the Highway Works is not agreed by the Council within two months of the same having been received by the Council from the Owner the estimate of the full cost to the Council of carrying out the Highway Works shall be determined by the Expert under the provisions of clause 8 of this Deed The estimate of the full cost of the Highway Works agreed by the Councillor determined by the Expert under the provisions hereof shall be the "Highway Works Contribution" for the purposes of this Deed.</p> <p>15.2 The Owner covenants to pay to the Council the Highway Works Contribution within the second quarter of 2008 or within one month of the Highway Works Contribution being agreed or determined whichever is the later.'</p>	✓	

	SECTION 106 REQUIREMENT	Responsibility	
		Authority	Contractor
NOTE	<p>Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this deed.</p> <p>The financial sums are subject to Baxter Indexation from the date of the planning application to the date such sums become due or are incurred.</p> <p>The financial sums are subject to RPIX (<i>Retail Price Index</i>) indexation from the date three months after the date of this deed to the date that such sums become due or are incurred.</p>	✓	
RESERVED MATTERS CONSENT Planning Ref.: 09/2204/R Date of Application: 02 October 2009 Registered On: 12 October 2009 Authorised on: 16 December 2009			
	NO ADDITIONAL CONDITIONS ATTACHED TO THE RESERVED MATTERS CONSENT		
END			

HMP Thameside – Houseblock Works**Full Planning Consent Ref.:13/0821/F (17 September 2013)****PLANNING RESPONSIBILITY MATRIX****Part 2: Authority Houseblock Planning Conditions**

FULL PLANNING CONSENT Planning Ref.: 13/0821/F Date of Application: 26 March 2013 Authorised on: 17 th September 2013						
	CONDITIONS	REASON FOR CONDITION	Responsibility			
			CONTRACTOR			
			Authority	Construction Contractor	Project Company	Operating Contractor
	FULL CONSENT - 27 CONDITIONS, 9 INFORMATIVES & S106 REQUIREMENTS Supplemental Section 106 Agreement dated 17 September 2013					
1.	Approved Drawings The development hereby permitted shall be carried out in accordance with the following approved plans: CAP-TSE-DWG-P-100 Rev P1, 101 Rev P1, 102 Rev P1, 103 Rev P1, 104 Rev P1, 105 Rev P1, 106 Rev P1, 107 Rev P1, 108 Rev P1, 109 Rev P1, 903 Rev P1, 200 Rev P1, 201 Rev P1, 202 Rev P1, 203 Rev P1, 204 Rev P1, 300 Rev P1, 500 Rev P1, 511 Rev P2, 600 Rev P1,	For the avoidance of doubt and in the interests of proper planning.		X		
2.	Facing Materials: Full details of facing materials including samples to be used on every building and all other finishing materials including paving, roads, parking areas, means of enclosure, shall be submitted to, and approved in writing by, the Local Planning Authority before the relevant part of the development is commenced. The development shall be implemented in accordance with the approved details	To ensure that the appearance of the development is satisfactory and that it contributes to the character and appearance of the area in accordance with Policies SD1 and D1 of the Unitary Development Plan, 2006 and policy DH1 of the Draft Core Strategy, 2013.		X		
	Remediation Strategy Prior to the commencement of the relevant part of the development, a	To ensure compliance with Policy 5.21 of the London Plan (2011) and Policy E11 and E17		X		

HMP Thameside – Houseblock Works**Full Planning Consent Ref.:13/0821/F (17 September 2013)****PLANNING RESPONSIBILITY MATRIX**

	remediation strategy shall be submitted to and approved in writing by, the Local Planning Authority. The remediation strategy shall be in line with recommendations set out in the submitted Environmental Appraisal Report (chapter 4.37 & 4.38). The development shall be implemented in accordance with the approved details.	of the Unitary Development Plan, 2006.				
	Validation Report Prior to the commencement of the use, a full validation report detail work carried out in accordance with the agreed remedial approach for the site shall be submitted to and approved by the Local Planning Authority	To ensure compliance with Policy 5.21 of the London Plan (2011) and Policy E11 and E17 of the Unitary Development Plan, 2006.		X		
5.	Reporting of Unexpected Contamination If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.	Groundwater quality needs to be protected. Any visibly contaminated or odorous material encountered on the site during the development work, must be investigated. The Planning Authority must be informed immediately of the nature and degree of contamination present and to comply with Policies E11 of the Unitary Development Plan, 2006 and policy E(e) of the Draft Core Strategy, 2013.		X		
6.	Wheel Washing No vehicles shall leave the site with earth, mud etc., adhering to the wheels in a quantity which may result in its being deposited on the public highway or footpath, and creating nuisance, or hazard to vehicles, or pedestrians. Suitable wheel washing equipment to avoid such problems shall be installed, operated and maintained on the site until the development is completed. The written consent of the Environment Agency shall be obtained regarding the disposal of surface water and drainage for wheel washing facilities.	In order to maintain the safety and amenity of users of surrounding roads and footways and ensure compliance with Policy 6.3 of the London Plan, 2011.		X		
7.	Hours of Construction The demolition, earth removal, piling work and any mechanical building operations required to implement this development shall only be carried out	To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policy E1 of		X		

HMP Thameside – Houseblock Works

Full Planning Consent Ref.:13/0821/F (17 September 2013)

PLANNING RESPONSIBILITY MATRIX

	<p>between the hours of:-</p> <p>Monday to Friday 8.00am – 6.00pm</p> <p>Saturdays 8.00am – 1.00pm</p> <p>And not at all on Sundays and Public and Bank Holidays.</p>	the Unitary Development Plan, 2006 and policy E(a) of the Draft Core Strategy, 2013.				
8.	<p>Landscaping:</p> <p>The development shall be carried out in accordance with the landscaping details shown on drawing numbers: CAP-TSE-DWG-P-105 rev P01, CAP-TSE-DWG-P-106 rev P01, and CAP-TSE-DWG-P-109 rev P01.</p>	In order to improve the character and amenities of the area and ensure compliance with Policy 7.19 of the London Plan (2011) and Policies D1 and D4 of the Unitary Development Plan, 2006 and policy E(a) of the Draft Core Strategy, 2013.		X		
	<p>Trees</p> <p>(a) No tree works shall take place until methods of work, position of site offices, material storage, compounds, parking and tree protection and impact mitigation measures prior to commencement of the development and the associated clearance work have been agreed in writing by The Royal Borough Greenwich.</p> <p>(b) The measures for Tree protection and management identified within the Arboricultural Assessment dated March 2013 will be carried out in full.</p> <p>(c) All permitted or approved tree work will be carried out in accordance with the British Standard BS3998:2010, an Arboricultural Association Approved Contractor or an ISA Certified Arborist/Tree Worker suitably insured and experienced to carry out the tree works.</p> <p>(d) All tree works and tree surgery works will be carried out prior to the development of the site, and erection of protective fencing.</p> <p>(e) All Protective measures; including fencing, shall be implemented prior to any demolition or construction works and remain in situ and intact throughout the duration of the development. Written approval by the Local Planning</p>	In order to improve the character and amenities of the area and ensure compliance with Policies 5.10 C and 5.11 of the London Plan and Policy D8 of the Unitary Development Plan July 2006.		X		

HMP Thameside – Houseblock Works**Full Planning Consent Ref.:13/0821/F (17 September 2013)****PLANNING RESPONSIBILITY MATRIX**

	<p>Authority shall be obtained prior to any temporary removal of protective measures during the development period.</p> <p>(f) Should additional tree works become apparent during the construction process; written consent will be required from the Local Planning Authority prior to these additional works being undertaken.</p> <p>(g) Any trees or plants which die within a period of 5 years from the completion of the development, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless otherwise agreed in writing by the Local Planning Authority.</p>					
10.	<p>Landscape and Ecology Management Plan</p> <p>A landscape and ecological management plan, including long term design objectives, a mitigation strategy for bio-diversity impacts, management responsibilities and maintenance schedules for all landscape areas, shall be submitted to, and approved in writing by, the Local Planning Authority before the relevant part of the development commences. The landscape and ecological management plan shall be carried out as approved.</p>	To protect/conserv the natural features and character of the area and ensure compliance with Policy D3 of the Unitary Development Plan, 2006 and policy OS(g) of the Draft Core Strategy, 2013.		X With respect to the Design & Construction of the Development and the approval of the Landscape & Ecological Management Plan		
11.	<p>Loading and Unloading</p> <p>No loading or unloading of vehicles arriving at, or departing from, the premises shall be carried out except within the curtilage of the site and all activities associated with the use shall be confined to the curtilage of the site.</p>	In order to safeguard the safety and amenity of users of surrounding roads the footways and ensure compliance with Policy 6.3 of the London Plan (2011) and Policy M30 of the Unitary Development Plan, 2006.		X		X
12.	<p>Monitoring dust and noise</p> <p>The developer shall monitor the levels of noise and dust pollution using an objective method of measurement for each working site. The proposed</p>	In the interests of the amenities of neighbouring properties and ensure compliance with Policies 7.14 and 7.15 of the		X		

HMP Thameside – Houseblock Works

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PLANNING RESPONSIBILITY MATRIX

	method, the frequency and location of monitoring for the relevant part of the site shall be submitted to and approved in writing prior to the commencement of the relevant part of the development. Baseline levels of dust and noise shall be agreed prior to the commencement of works of demolition and construction. The developer shall also agree action levels of dust pollution and noise with the Local Planning Authority. When these levels are exceeded the developer shall take action to ensure that the levels of dust and/or noise are reduced to comply with the agreed action level.	London Plan (2011) and Policy E1 of the Unitary Development Plan, 2006.				
13.	Demolition/Construction Method Statement Prior to the commencement of any site works and/or demolition/construction work on each relevant part or phase of the development a demolition/construction method statement shall be submitted to and approved in writing by the Local Planning Authority. The method statement should include full details of the following:- 0 Hours of work; 0 Haulage routes; 0 Likely noise levels to be generated from plant; 0 Details of any noise screening measures; 0 Proposals for monitoring noise and procedures to be put in place where agreed noise levels are exceeded; 0 Likely dust levels to be generated and any screening measures to be employed; 0 Proposals for monitoring dust and controlling unacceptable releases; 0 Wheel washing facilities and facilities for discharging the water; The above details can be found in the Councils' Construction Site Noise Code of Practice, the Mayor of London's 'Control of Dust & Emissions from Construction & Demolition Best Practice Evidence November 2006 and also the BRE four part Pollution Control Guides 'Controlling particles and noise pollution from construction sites'. The details of the Construction method Statement shall be strictly adhered to.	To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policies 7.14, 7.15 and 6.3 of the London Plan (2011) and Policies SE2 and E1 of the Unitary Development Plan, 2006.		X		
14.	Construction Logistic Plan The development shall not be commenced until a detailed Construction Logistics Plan (CLP) has been submitted to, and approved in writing by, the Local Planning Authority in consultation with Transport for London. The CLP shall in all respects be implemented in accordance with the details approved pursuant to this condition.	In order to safeguard residential amenity and pedestrian and traffic safety and ensure compliance with Policy 6.3 of the London Plan (2011) and Policy E7 of the		X		

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PLANNING RESPONSIBILITY MATRIX

		Unitary Development Plan, 2006.				
15.	<p>Delivery and Servicing Plan</p> <p>The development shall not be occupied until a detailed Delivery and Servicing Plan (DSP) has been submitted to, and approved in writing by, the Local Planning Authority in consultation with Transport for London. The DSP shall endeavour to ensure that deliveries are carried out outside of peak hours and shall in all respects be implemented in accordance with the details approved pursuant to this condition.</p>	In order to safeguard residential amenity and pedestrian and traffic safety and ensure compliance with Policy 6.3 of the London Plan (2011) and Policy E7 of the Unitary Development Plan, 2006.				X
16.	<p>BREEAM</p> <p>The development hereby permitted shall be built to a minimum of BREEAM Excellent (or its successor).</p> <p>a. Within three months from implementation of the development, a Design Stage assessment (under the BREEAM or its successor) shall be carried out and a copy of the summary score sheet and interim BRE Certificate shall be submitted to and approved in writing by the Local Planning Authority.</p> <p>b. Within 6 weeks of first occupation of the development hereby approved, a copy of the summary score sheet and Post Construction Review Certificate (under BREEAM or its successor) shall be submitted to and approved in writing by the Local Planning Authority verifying that the agreed standards have been met.</p>	In the interest of addressing climate change and to secure sustainable development and to comply with Policy 5.3 London Plan (2011), Policy D1of the Unitary Development Plan, 2006 and policy DH1 of the Draft Core Strategy 2013.		X		X
17.	<p>Future connection to heating, cooling and power networks</p> <p>Prior to the commencement of the relevant part of the development, full details demonstrating how the approved scheme has been designed to allow for the future connection to any neighbouring heating and cooling system and/or any private wire power network shall be submitted to and approved in writing by the Local Planning Authority. Evidence that the approved scheme has been implemented shall be submitted to and approved in writing by the Local Planning Authority prior to the issue of a certificate of practical completion. The development shall be carried out in accordance with the approved design details and no alterations shall take place without the prior written consent of the Local Planning Authority.</p>	To allow for the efficient distribution of energy and minimise carbon dioxide emissions and to comply with Policy 5.5 and 5.6 of the London Plan (2011) and Policy E9 of the Unitary Development Plan, 2006.		X		
	Energy Statement	In the interest of addressing		X		

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PLANNING RESPONSIBILITY MATRIX

	<p>An updated Energy Statement supported by SAP assessments for the intended buildings shall be submitted for written approval by from local authority prior to commencement of development.</p> <p>The energy statement shall include details of the nominal building and show the subsequent energy and carbon performance as the energy hierarchy is applied. It should also demonstrate that a 25% reduction in CO2 emissions has been achieved through improvements in building fabric, clean technologies and renewable energy generation.</p>	climate change and to secure sustainable development and to comply with Policy 5.3 of the London Plan (2011) and Policy D1 of the Unitary Development Plan, 2006.				
19.	<p>Disabled Parking bays:</p> <p>Details of parking bays suitable for wheelchair users shall be submitted to, and approved in writing by, the Local Planning Authority and shall be laid out permanently in accordance with such approved details, prior to the first occupation of the development hereby permitted.</p>	To comply with Policy M27 of the Unitary Development Plan, 2006.		X		
20.	<p>Access Arrangements:</p> <p>Prior to the commencement of the relevant part of the development, full details of access arrangements for the development for people with mobility difficulties shall be submitted to, and approved in writing by, the Local Planning Authority. The development shall be completed in accordance with such details.</p>	To facilitate movement by those with mobility difficulties and to comply with Policy 7.2 of the London Plan (2011), Policy D1 of the Unitary Development Plan, 2006 and policy DH1 of the Draft Core Strategy, 2013.		X		
21.	<p>Travel Plan:</p> <p>The scheme shall not be occupied until a updated Travel Plan incorporating measures to promote and maximise the use of sustainable travel and monitoring arrangements for the operation of the development has been submitted to, and approved in writing by, the Local Planning Authority. Details shall include a review mechanism for the Electric Vehicle Charging Points and Cycle Parking. The Travel Plan shall in all respects be implemented in accordance with the details approved pursuant to this condition.</p>	In order to safeguard residential amenity and pedestrian and traffic safety and ensure compliance with Policy 6.13 of the London Plan (2011) and Policy E7 of the Unitary Development Plan, 2006.				X
	<p>Air Quality</p> <p>Prior to the commencement of the development, an Air Quality Impact Assessment demonstrating that the proposed CHP or biomass unit shall have no more than an [imperceptible/small] impact on neighbouring residents shall be submitted to, and approved in writing by, the Local Planning Authority.</p>	To protect local air quality, in accordance with Policy E6 of the Unitary Development Plan, 2006.		X		

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23.	The Combined Heat and Power or Biomass unit installed shall meet or improve upon the emissions standards and technical details described in the Air Quality Impact Assessment. Prior to the commencement of the use, details of tests undertaken on the installed unit to demonstrate that the Greater London Authority Emissions Standards for Biomass and CHP have been met, shall be submitted to, and approved in writing, by the approval of the Local Planning Authority. The unit shall thereafter be maintained in such a way as to ensure that these standards continue to be met.	To protect local air quality, in accordance with Policy E6 of the Unitary Development Plan, 2006.		X With respect to the Design, Construction and Testing of the Plant		X With respect to the maintenance of the Plant
24.	Plant The noise from any plant or equipment such as air handling units, boilers, lifts, mechanical ventilation etc which forms part of the development shall not cause the existing noise level to increase when measured at one metre from the façade of the nearest noise sensitive premises. In order to achieve this, the plant should be designed/selected, or the noise from the plant should be attenuated, so that it is 10dB below the existing background level (LA90, 1 hour). This will maintain the existing noise climate and prevent "ambient noise creep" which is the gradual increase in background noise levels in a built up area due to consecutive small increases.	To safeguard the amenities of neighbouring properties and area generally and in order to comply with Policies E1 and E4 of the Unitary Development Plan, 2006.		X		
	Flood Risk Assessment The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by Skanska, dated June 2013 (Ref. STL-TSE-DST-P-552 Rev. P2), and the following mitigation measures: 1. The mitigation measures described in Section 5 of the FRA should be fully implemented and the Flood Evacuation Plan in Appendix F approved by the Local Planning Authority and subsequently communicated to the future building users and put into action in the event of a flood. 2. The development permitted by this planning permission shall not commence until a full surface water drainage scheme for the site, based on the advice and preliminary design enclosed in Section 8 and Appendices I and J of the FRA, is finalised at detailed design stage and submitted to, and approved in writing by, the Local Planning Authority prior to the construction works commencing. The detailed drainage strategy should be designed to attenuate surface water run-off as close to its source as possible and reduce discharge rates as much as	To reduce the risk of flooding to the proposed development and future occupants and to ensure that the new development does not increase the risk of surface water flooding.		X With respect to surface water drainage scheme		X With respect to Flood Evacuation Plan

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PLANNING RESPONSIBILITY MATRIX

	possible, taking the constraints at the site into consideration. The design should be able to cater for a 1 in 100 year rainstorm event, including an allowance for climate change (30%).					
	Archaeology No development shall take place a programme of archaeological work in accordance with a written scheme for investigation which has been submitted by the applicant and approved by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.	The development of this site is likely to damage archaeological remains. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with appropriate English Heritage guidelines and to ensure compliance with policy D30 and D31 of the Unitary Development Plan, 2006		X		
	Foundation Design No work on site shall take place until a detailed design and method statement for the foundation design and all new ground works has been submitted to and approved in writing by the Local Planning Authority in consultation with English Heritage. The detailed proposals should include appropriate drawings, notes and method statements showing how the objectives of in situ preservation are to be achieved. Particular attention should be paid to the design of foundations and new ground works including any piling, underpinning, new slab levels, slab construction, lift shafts or new service trenches. The development shall be implemented in accordance with the approved details.	The Local Planning Authority wish to ensure that archaeological remains on this site are preserved in situ and to ensure compliance with policy D30 and D31 of the Unitary Development Plan, 2006.		X		

	Discharge condition prior to commencement
	Discharge condition during ongoing Design Development & Construction
	Discharge Condition Prior to Occupation
	A statement of requirement / To be complied as agreed

SCHEDULE 0**Contractor's Key Staff**

Position	Clause reference
Equality and Diversity officer	36.7 (Equality and Diversity Officer)
Prescribed Documentation Security Officer	74.11.6 (Security and Confidentiality of Prescribed Documentation)
Quality Management Officer	33.4 (Quality Management Officer)
Sustainability Officer	37 (Sustainability)

SCHEDULE 0

Notices

1. Notices

- 1.1 All notices under this Contract shall be in writing and all certificates, notices or written instructions to be given under the terms of this Contract shall be served by sending the same by first class post, facsimile or by hand, leaving the same at:

If to the Contractor:

[REDACTED]
[REDACTED]
[REDACTED]

If to the Contractor's
Representative:

For the attention of: The General
Manager

Address: [REDACTED]
[REDACTED]

If to the Authority/Authority's
Representative:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 1.2 Either party to this Contract (and the Authority's Representative) may change its nominated address or facsimile number by prior notice to the other party.
- 1.3 Notices given by post shall be effective upon the earlier of:
- 1.3.1 actual receipt, and
 - 1.3.2 five (5) Business Days after mailing.
- 1.4 Notices delivered by hand shall be effective upon delivery.

1.5 Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

- (a) within two (2) hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or
- (b) by 11am on the next following Business Day, if sent after 4pm, on a Business Day but before 9am on that next following Business Day.

SCHEDULE 0

Variations to the Commercial Conditions

1. Exclusion of Commercial Conditions

Commercial Conditions 1.3, 1.4, 2.2, 3.1.3, 4, 5, 6.3, 6.4.2, 6.6, 7, 8.3, 9, 10.2.4 and 11 are excluded.

2. Variation of Commercial Conditions

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

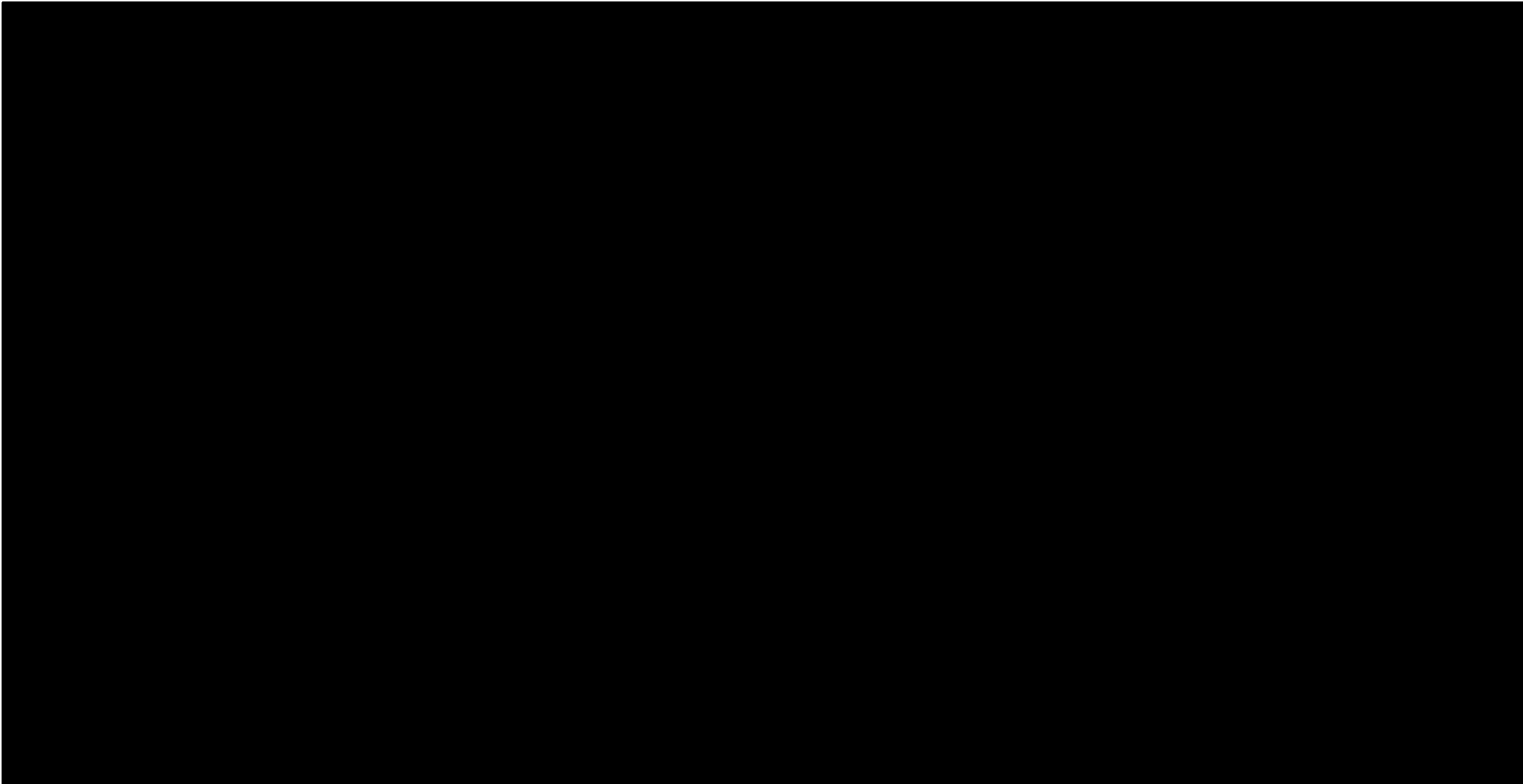
2.2 In Commercial Condition 6.1.3, the Authority's obligations extend only to documents in the possession of the Authority.

SCHEDULES 25-39

These schedules are intentionally not used

SCHEDULE 40

Excusing Causes



SCHEDULE 41

Houseblock Works Fee

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SCHEDULE 42

Payments on Houseblock Termination

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 43**Houseblock Change Notice Register*****Schedule 43 – Houseblock Change Notice Register******Part 1:***

The Indexation Process for each relevant Change Notice (as listed below in this part 1) is covered within the individual Change Notices. These Change Notices are attached to this Schedule 43 at appendix 1.

The following Change Notices and costs arising therefrom do not form part of the "Daily Payment", as noted in Schedule 5 (Payment Mechanism):

<i>CN Reference</i>	<i>Title / Description of CN</i>	<i>Type of CN (Low/Med/High)</i>	<i>Date CN Effective To</i>
	IMB Clerk - Admin support for IMB	Low	31 Dec 2036
	IT Provision for Education and Healthcare Service Providers	Low	31 Dec 2036
	Calendar Clerk	Low	31 Mar 2013
	Utilities Amendment	Low	31 Mar 2013
	Schedule 9 – Change Notice Form	Low	31 Dec 2036
	Enabling Works for Houseblock	Med	31 Dec 2036
	8 x Cell Conversation to office	Low	31 Dec 2036
	Prospects Self-Employment Workshops - Business Case	Low	31 Dec 2036
	Chaplaincy FNO - Business Case Annex 1 - Multi-faith Rooms Annex 2 - Anne Frank Project	Low	31 Dec 2036
	Developing Library Services: 1) Creative Writing, 2) Staffing (2xPCOs) 3) Book Club 2) Six Bool Challenge 3) Rosetta Stone 4) Story Book Dads	Low	31 Dec 2036

Part 2:

The parties acknowledge that as at the date of the Amending Agreement the following Change Notices remain work in progress and have not been included within the provisions of this Contract:

	Reduction in hours out of Cell – to a minimum of 6.5 hours	Low	WIP
--	--	-----	-----

[REDACTED]	Introduction of Violence Reduction Measure	Low	WIP
[REDACTED]	Reception Alteration – Reception Traffic Management	Low	WIP
[REDACTED]	Contract Delivery Indicator 11	Low	WIP

SCHEDULES 44-49

These schedules are intentionally not used

SCHEDULE 50

Houseblock Lease

Dated 8th March 2016

(1) THE SECRETARY OF STATE FOR JUSTICE

- and -

(2) BWP PROJECT SERVICES LIMITED

LEASE

of

Premises known as the Houseblock at Belmarsh West,
Griffin Way, Woolwich, London (HMP Thameside)

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL



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PARTICULARS

PART 1: LAND REGISTRY PARTICULARS

LR1.	Date of lease:	8 th March	2016
LR2.	Title number(s):	LR2.1	Landlord's Title Number(s):
			[REDACTED]
		LR2.2	Other title number(s):
			[REDACTED] [REDACTED]
LR3.	Parties to this lease:		
	Landlord:	THE SECRETARY OF STATE FOR JUSTICE of [REDACTED]	
	Tenant:	BWP PROJECT SERVICES LIMITED of [REDACTED]	
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 the Houseblock at Belmarsh West, Griffin Way, Woolwich, London (now known as HMP Thameside) shown edged blue on Plan [REDACTED]	
LR5.	Prescribed statements etc:	LR5.1	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 30 April 2015 (referred to in this Lease as "the Term Commencement Date")	
		To and including 31 December 2036	
		(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:
		The covenant specified in clause 2.4.6
	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 and schedule 1
	LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property
		The rights specified in clause 3.3 and schedule 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.

THIS LEASE made on the date and between the parties specified in LR1 of the Particulars WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease unless the context otherwise requires:

"1925 Act"	Law of Property Act 1925
"1954 Act"	Landlord and Tenant Act 1954
"1994 Act"	The Law of Property (Miscellaneous Provisions) Act 1994
"2003 Order"	The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
"Additional Eastern Ditch Connection Route"	means the route from within the Premises connecting with the Western Ditch Drain and shown by the broken light blue line on Plan B and referred to as "Existing connection pipe replaced with larger diameter pipe"
"Adjoining Premises"	any premises, whether or not owned by the Landlord at any time during the Term, which are adjacent to or near to the Premises
"Authorised Use"	the use of the Premises for such purposes to enable the Tenant to comply with its obligations in the Project Agreement in accordance with the terms of the Project Agreement
"Business Day"	a calendar day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
"Conduits"	all conduits, drains or other media, including all fixtures and ancillary apparatus, used for or in connection with all or any of: (a) the supply of Utilities and/or drainage; and (b) any plant and machinery
"Early Termination Date"	the date on which this Lease terminates for any reason before the Expiry Date
"Eastern Ditch Area"	the area shown coloured green on Plan B and that part of the Western Ditch Drain which abuts the area shown coloured green on Plan B
"Expiry Date"	the date on which the Contractual Term is due to expire

by effluxion of time

"Financing Agreements"

means the documents comprising the Financing Agreements defined in and entered into in accordance with the Project Agreement

"Foul Drain Connection Land"

the land comprised in registered title [REDACTED] as at the date of the Project Agreement and shown coloured orange on Plan B

"Foul Water Sewer"

the foul water sewer shown coloured turquoise blue on Plan A

"Interest Rate"

[REDACTED] above the base lending rate from time to time of [REDACTED] 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

"Legislation"

any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, and any exercise of the Royal Prerogative and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom and shall include the Offender Management Act 2007

"Liability Period"

any period during which a person is bound by the Tenant's Covenants pursuant to the 1995 Act

"Original Lease"

a lease dated 9 May 2012 between the Landlord (1) the Tenant (2)

"Outgoings"

all existing and future taxes, rates, charges, assessments and outgoings charged, imposed or levied in relation to the Premises or the owners or occupiers of them whether on a one-off, periodic or an irregular basis and whether or not in the nature of capital or income payments

"Particulars"

the Land Registry Particulars set out at the front of this Lease

"Planning Acts"

the "Planning Acts" defined in section 336 Town and Country Planning Act 1990 together with the Planning and Compensation Act 1991 and any other Legislation relating to town and country planning

"Plan"	the corresponding plan attached at Appendix 1 (Plans) and labelled Plan A or Plan B accordingly
"Project Agreement"	the contract dated 30 June 2010 as amended and restated on ^{19 December 2013} and made between the Secretary of State for Justice (1) and the Tenant (2) relating to the design, construction, management and financing of a custodial service at the Premises
"Project Documents"	means the documents comprising the Project Documents defined in the Project Agreement
"Project Termination Date"	the date on which the Project Agreement is terminated for any reason before the Project Expiry Date
"Project Expiry Date"	31 December 2036
"Rents"	the sums payable by the Tenant to the Landlord in accordance with clause 4.1 (Obligation to pay rent)
"Tenant's Covenants"	the obligations, conditions and covenants to be complied with by a tenant of this Lease
"Term"	the Contractual Term
"Term Commencement Date"	
"Termination Date"	the date of termination of the tenancy created by the grant of this Lease for any reason, whether on the Expiry Date or the Early Termination Date or otherwise
"Title Matters"	the matters briefly described in Schedule 3 (Title Matters)
"Utilities"	electricity, gas, water, telecommunications, surface water and foul drainage and other similar services
"Value Added Tax"	any value added taxes
"Western Ditch"	the ditch identified as such in writing on Plan B (insofar as this is within the Premises) and which connects into the Western Ditch Drain
"Western Ditch Drain"	means the culverts, open ditch, pipes and pond which the Western Ditch (as at 30 June 2010) drains along, through, over and into and which in part is within the land registered under Title Number [REDACTED] (as at 30 June 2010) and the remainder of which is within (as at 30 June 2010) the Landlord's titles set out in Clause LR2.1

and which for identification purpose only is shown coloured blue and in part with blue arrows on Plan B

"Yearly Rent"

1.2 Construction

In this Lease, except where the context otherwise requires:

- 1.2.1 the masculine includes the feminine and vice versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 save where stated to the contrary, any reference to this Lease or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.4 any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.5 headings are for convenience of reference only and are not intended to affect the interpretation thereof;
- 1.2.6 words preceding "including", "includes" and "included" shall be construed without limitation by the words which follow these words;
- 1.2.7 unless otherwise indicated, references to clauses, Schedules and Appendices are to clauses of, Schedules and Appendices to this Lease and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.8 references to the Landlord, or the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.9 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;
- 1.2.10 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.11 references to the end of the Term include the determination of the Term before the end of the Contractual Term;
- 1.2.12 for the purposes of the Perpetuities and Accumulations Act 1964, references to the perpetuity period are to the period of 80 years from and including the date of this Lease;
- 1.2.13 "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;
- 1.2.14 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;

- 1.2.15 any covenant by the Tenant not to do any act or thing includes a covenant not to permit, suffer or allow the doing of that act or thing;
- 1.2.16 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
- 1.2.17 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.

1.5 Landlord and Tenant (Covenants) Act 1995

This Lease is a "new tenancy" for the purposes of section 1 of the 1995 Act.

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

The Landlord may enter on to the whole or any part of the Premises and by so doing end this Lease if the Tenant breaches any of the Tenant's Covenants provided that the Landlord shall only exercise such rights in conjunction with the termination of the Project Agreement and the Original Lease.

2.4 Automatic termination on Project Termination Date

If the Project Agreement is terminated for any reason prior to the Expiry Date, this Lease shall automatically cease and determine with effect from the Project Termination Date. The Tenant shall immediately on the Project Termination Date:

- 2.4.1 procure the unconditional release and discharge of any charges which

shall be registered against or shall otherwise affect the Tenant's interest in the Premises;

- 2.4.2 deliver unconditionally to the Landlord any title deeds and documents relating to the Tenant's interest in the Premises, including the original of this Lease, all documents supplemental to this Lease and all documentation providing evidence (in a form satisfactory to the Land Registry) of the release and discharge of all charges;
- 2.4.3 comply with any other requirement from time to time of the Land Registry to enable the cancellation of the Tenant's leasehold title to the Premises;
- 2.4.4 provide such documentation and assistance to the Landlord as may be required to procure the cancellation of the Tenant's title to the Premises at the Land Registry;
- 2.4.5 immediately vacate and procure that all of its sub-contractors (of any tier) and their employees shall immediately vacate the Premises; and
- 2.4.6 (without prejudice to **clause 2.4.4 (Automatic termination on Project Termination Date)**) If required by the Landlord as evidence of the termination complete a surrender of this Lease in the form attached to this Lease as **Appendix 2 (Deed of Surrender)** (incorporating such changes in format as may be required by virtue of the Land Registration (Amendment) Rules 2008) provided that simultaneously with completion of such a surrender a surrender on the same terms (mutatis mutandis) of the Original Lease is completed.

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 Exclusion of the 1954 Act

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

- 2.6.1 the Landlord served on the Tenant a notice ("the Notice") dated _____ in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the 2003 Order;
- 2.6.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated _____ in a form complying with the requirements of Schedule 2 to the 2003 Order; and
- 2.6.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

3. RIGHTS AND RESERVATIONS

3.1 Rights granted

The Premises are let together with the rights set out in **Schedule 1 (Rights granted**

to the Tenant):

- 3.1.1 so far as the Landlord is able to grant them;
- 3.1.2 for use in common with the Landlord and any other person using them with the express or implied authority of the Landlord unless the rights are expressed to be exclusive rights for the Tenant;
- 3.1.3 for the benefit of the Tenant (pursuant to this Lease and the Original Lease) and any other person using them with the express or implied authority of the Tenant including its employees, agents, permitted undertenants, any other permitted occupier of the Premises and/or the premises demised by the Original Lease and any other person under its or their control; and
- 3.1.4 subject to the right of the Landlord to bring to an end, suspend or vary the rights in circumstances where reasonable alternative rights necessary for the use and enjoyment of the Premises and the premises demised by the Original Lease are granted to the Tenant in the place of those which have been brought to an end, suspended or varied.

3.2 Rights reserved

The rights set out in **Schedule 2 (Rights reserved by the Landlord)** 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. The Tenant shall permit the exercise of these rights and is not to obstruct or prevent these rights being exercised.

3.3 Title matters

The letting is made subject to and with the benefit of the Title Matters. So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant shall (save where otherwise specified in the Project Agreement) comply with them and to indemnify the Landlord against any breach of them.

3.4 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.

3.5 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 of the 1925 Act or the rule in *Wheeldon v Burrows* are expressly excluded.

3.6 Restrictions on rights

The Tenant is not:

- 3.6.1 to do or omit to do anything which might result in the loss of any right or easement enjoyed by the Premises; or
- 3.6.2 to do or omit to do anything which results or might result in the creation of any new rights or easements over the Premises and, if it becomes aware of any which are being created, the Tenant:
 - 3.6.2.1 is to notify the Landlord in writing; and

3.6.2.2 is, at its own cost, to take any action which the Landlord reasonably requires to prevent the creation of new rights and easements over the Premises.

3.7 Landlord's rights

Nothing in this Lease is to limit or affect the rights of the Landlord:

- 3.7.1 to deal with any Adjoining Premises as it thinks fit; or
- 3.7.2 to permit the owner of any Adjoining Premises to deal with them as it thinks fit,

provided that this **clause 3.7 (Landlord's rights)** does not operate as a waiver by the Tenant in whole or in part of the Landlord's undertaking pursuant to **clause 4.4 (Authority Obligations)** of the Project Agreement.

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 Yearly Rent shall be paid (If demanded) in advance on each anniversary of the Term Commencement Date throughout the Term; and
- 4.1.2 any other sums due to the Landlord pursuant to this Lease.

4.2 Value Added Tax

The Rents and any other sums payable by the Tenant under this Lease are exclusive of Value Added Tax. An obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any Value Added Tax chargeable on that payment. When a taxable supply is made for the purposes of Value Added Tax under this Lease, a valid Value Added Tax invoice is to be issued in respect of that supply.

4.3 Interest on late payment

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as a rent, within 14 days of the due date of the payment the Tenant is to pay interest on those sums, both after as well as before judgement, at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

5. COSTS AND OUTGOINGS

5.1 Landlord's Costs

The Tenant is to pay to the Landlord as additional rent within 14 days after demand the Landlord's costs arising from:

- 5.1.1 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 of the 1925 Act or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;

- 5.1.2 any application made by the Tenant for the Landlord's consent or approval to any matter under this Lease (other than in respect of any matters relating to the proper discharge by the Tenant of any of its obligations undertaken in accordance with the Project Agreement).

6. REPAIRS AND MAINTENANCE

6.1 Tenant's repair and maintenance obligations

The Tenant is:

- 6.1.1 to keep the Premises in such state of repair and condition as is required in accordance with the Tenant's obligations under the Project Agreement;
- 6.1.2 to give notice to the Landlord of any defects in the Premises which might give rise to a duty imposed on the Landlord by common law or by statute as soon as reasonably practicable after the relevant matter comes to the Tenant's attention;
- 6.1.3 not to discharge into the Conduits any oil or grease, or noxious or deleterious effluent or any other substance which may harm the Conduits (but excluding the proper discharge of any waste usually associated with the Authorised Use);
- 6.1.4 not to obstruct the free passage of Utilities through the Conduits or damage the Conduits in any way;
- 6.1.5 not to cause any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises; and
- 6.1.6 not to do anything on the Premises which would remove support from or otherwise endanger or undermine any structure upon the Premises or the retained or adjacent property owned by the Landlord.

6.2 Tenant's alterations obligations

The Tenant is not to carry out any alterations, additions or demolition to the Premises except to the extent permitted by and/or required pursuant to the Project Agreement.

6.3 Tenant's works obligations

The Tenant is to carry out any works (including alterations, additions, cleaning and redecoration) at the Premises in accordance with the provisions of the Project Agreement.

7. USE OF THE PREMISES

7.1 Authorised Use

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

7.2 No Warranty

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 or otherwise.

8. RESTRICTIONS ON PARTING WITH POSSESSION

The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of 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 or the Project Agreement and provided that nothing in this Lease prevents the Tenant from entering into the Financing Agreements.

9. ASSIGNMENT

9.1 Assignment of whole

The Tenant may assign the whole of the Premises in circumstances where the Tenant (as the Contractor under the Project Agreement) is permitted to transfer the Project Agreement provided that:

- 9.1.1 the condition set out in **clause 9.2 (Condition for assignment)** is satisfied;
- 9.1.2 none of the circumstances set out in **clause 9.3 (Circumstances where assignment is prohibited)** apply;
- 9.1.3 the Tenant obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed where the preceding provisions of this **clause 9.1 (Assignment of whole)** have been complied with.

9.2 Condition for assignment

The condition referred to in **clause 9.1.1 (Assignment of whole)** is specified for the purposes of section 19(1A) of the 1927 Act and is that the proposed assignee enters into a direct covenant with the Landlord to comply with the Tenant's Covenants during the proposed assignee's Liability Period.

9.3 Circumstances where assignment is prohibited

The circumstances mentioned in **clause 9.1.2 (Assignment of whole)** are specified for the purposes of section 19(1A) of the 1927 Act and are:

- 9.3.1 that no assignment of this Lease shall take place save by way of an assignment of the whole of the Premises simultaneously with a permitted assignment of the benefit and delegation of the burden of the Project Agreement and the Project Documents to the proposed assignee in accordance with the Project Agreement; and
- 9.3.2 that all of the provisions of the Project Agreement relating to the assignment of the Project Agreement and the Project Documents are fully and effectively complied with.

10. CHARGING THE PREMISES

The Tenant is not to create any mortgage or charge, whether legal or equitable, over part only or whole of the Premises or any fixtures or fittings in them except to the extent permitted in accordance with the Project Agreement.

11. NOTIFICATION OF DETAILS

Without prejudice to the restrictions contained in this Lease, within one month after any assignment, charge, assent, transfer 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.

12. LEGISLATION

12.1 Compliance with Legislation

The Tenant is to:

- 12.1.1 comply with all Legislation, including the Planning Acts, and the requirements of every public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises; and
- 12.1.2 carry out at its own cost all works and other matters required to fulfil this obligation save where otherwise specified under the Project Agreement.

12.2 Notices

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any 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 and expense to:

- 12.2.1 provide immediately a copy of the notice, proposal, requisition, direction or communication to the Landlord; and
- 12.2.2 without prejudice to **clause 12.1 (Compliance with Legislation)**, at the request of the Landlord make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord (acting reasonably) may require.

12.3 Permits and Licences

The Tenant shall obtain all necessary permits, licences, consents, registrations, authorisations or exceptions from any relevant statutory authority which are required for the use of the Premises in accordance with the Authorised Use and shall comply with them.

13. PLANNING APPLICATIONS

The Tenant is not to apply for planning permission under the Planning Acts or to implement any planning permission without the prior written consent of the Landlord or otherwise except to the extent expressly permitted by the Project Agreement.

14. END OF THE TERM

14.1 Return of the Premises

At the end of the Term, the Tenant shall return the Premises to the Landlord in accordance with its obligations under this Lease and the Project Agreement and shall return all keys to the Premises to the Landlord.

14.2 Exclusion of 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.

14.3 Continuation of liability

The provisions of this **clause 14 (End of the Term)** will continue to bind the Landlord

and the Tenant after the end of the Term.

15. PROJECT AGREEMENT

- 15.1 The Landlord and the Tenant shall comply with their respective obligations in the Project Agreement. Where the Landlord is asked for consent or approval by the Tenant and this Lease provides that such consent and approval may not be unreasonably withheld, the Landlord shall be entitled to have full regard to the terms and operation of the Project Agreement and need not grant consent where this would be inconsistent with the Project Agreement.
- 15.2 The Landlord shall not exercise or seek to exercise any further rights it has under this Lease for breach of the Tenant's Covenants to the extent that the Landlord has a remedy against the Tenant as the Contractor under the Project Agreement in relation to the same event giving rise to liability under this Lease.

16. LAND REGISTRY APPLICATIONS

16.1 First registration of title

As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the title number(s) set out in **clause LR2.1** of the Land Registry Particulars. The Tenant shall procure that the form of such application together with any documents or list of documents submitted or to be submitted with it shall be approved by the Landlord prior to submission (such approval not to be unreasonably withheld or delayed) and, as part of the application, the Tenant is to use all reasonable endeavours to ensure that the Land Registry notes both the benefit of the rights granted by **clause 3.1 (Rights granted to the Tenant)** and the burden of the rights reserved by **clause 3.2 (Rights reserved by the Landlord)** on the leasehold title. On completion of the registration, the Tenant is to provide official copies of the new title to the Landlord showing the Tenant registered as proprietor together with a copy of the title plan.

16.2 Registration on assignment

As soon as reasonably practicable following the assignment of this Lease, the assignee as Tenant is to apply to the Land Registry to be registered as the proprietor of this Lease and, on completion of that registration, is to provide the Landlord with official copies of the title showing the assignee as the registered proprietor of this Lease.

16.3 End of the term

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 of the Lease and the rights granted and reserved by it from the title number(s) set out in **clauses LR2.1 and LR2.2** of the Land Registry Particulars.

16.4 Landlord's title

The Landlord has deduced title to the Premises to the Tenant on or before the date of this Lease and is under no further obligation to the Tenant to deduce title or to answer any requisitions or enquiries in respect of the title to the Premises.

16.5 Exclusion of liability

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

reserved by this Lease at the Land Registry either by notice or by way of caution against first registration, whichever is appropriate.

17. NOTICES

17.1 Service of notices

All notices under this Lease shall be in writing and shall be served by sending the same by first class post, facsimile or by hand, leaving the same at:

If to the Landlord

[REDACTED]

If to the Tenant

[REDACTED]

17.2 Changes

Either party to this Lease may change its nominated address or facsimile number by prior notice to the other party.

17.3 Notices by post

Notices given by post shall be effective upon the earlier of:

17.3.1 actual receipt; and

17.3.2 five (5) Business Days after mailing.

17.4 Notices by hand

Notices delivered by hand shall be effective upon delivery.

17.5 Notices by facsimile

Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

17.5.1 within two (2) hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or

17.5.2 by 11am on the next following Business Date, if sent after 4pm, on a Business Day but before 9am on the next following Business Day.

18. GOVERNING LAW AND JURISDICTION

26 October 2015

[REDACTED]

[REDACTED]

[REDACTED]

This Lease shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England.

In Witness whereof the parties have duly executed this Lease as a Deed on the date written at the beginning of this deed

26 October 2015

SCHEDULE 1
Rights granted to the Tenant

1. Conduits

- 1.1 The right to use the Conduits serving the Premises for the passage or transmission of Utilities to and from the Premises.
- 1.2 The right to use and inspect, repair, maintain, renew and/or install Conduits within the Foul Drain Connection Land and/or the premises demised by the Original Lease and (at the cost of the Tenant) to connect into the Conduits (from time to time) installed within the Foul Drain Connection Land and/or the premises demised by the Original Lease (but not connect into the Foul Water Sewer) provided that the exercise of any right to enter onto the Adjoining Premises owned by the Landlord other than those demised by the Original Lease or the Foul Drain Connection Land is only exercisable in accordance with paragraphs 3.1 and 3.2 respectively.

2. Support

The right of support for the Premises from any Adjoining Premises owned by the Landlord.

3. Access for repairs and Drains

- 3.1 Subject to paragraph 3.3 (below) the right to enter and remain upon so much as is necessary of any Adjoining Premises owned by the Landlord (but excluding any areas within the outside walls of the adjacent Belmarsh Prison) on not less than 48 hours' prior notice to and upon receipt of written approval from the Landlord (except in case of emergency when written approval is not required and as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to repair, maintain, decorate, replace, renew and clean the Premises in accordance with the terms of this Lease where the Tenant is not reasonably able to carry out those works from within the Premises and to inspect, repair, maintain, renew and make further connections into the Western Ditch Drain (such further connections only to be made in through on or under the Eastern Ditch Area or the Additional Eastern Ditch Connection Route), subject in each case to:
- 3.1.1 the Tenant complying with such rules and regulations as may be stipulated from time to time by the Landlord;
- 3.1.2 the Tenant complying with the terms of any agreed protocol relating to such access, which the Landlord and the Tenant shall each use all reasonable endeavours to agree on or as soon as reasonably practicable following the date of this Lease; and
- 3.1.3 the Tenant making good in a reasonable manner any damage caused to the land in question as soon as reasonably practicable and to the reasonable satisfaction of the Landlord.

3.2 The right to enter and remain upon so much as is necessary of the Foul Drain Connection Land on not less than 48 hours' prior notice (except in case of emergency when as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to inspect, repair, maintain, renew and install Conduits and to connect to public Utilities, the Tenant making good in a reasonable manner any damage caused to the land in question as soon as reasonably practicable and to the reasonable satisfaction of the Landlord

3.3 The right to enter and remain upon the premises demised by the Original Lease with or without workmen, plant and equipment for any purpose connected with the use, enjoyment, repair, maintenance, decoration, replacement, renewal and/or cleaning of the Premises or any part thereof without limitation by the provisions of paragraph 3.1 (above) as if such premises were part of the Premises demised by this Lease (and subject to the same terms of this Lease as apply to any part of the Premises).

4. **Rights of way**

A right of way at all times with vehicles (including heavy vehicles) over and along that part of the road and/or accessway between points marked "C" and "A" shown coloured green on Plan A for all purposes in connection with access to and from the Premises.

5. **Project Agreement**

Any rights granted to the Tenant as the Contractor under the Project Agreement.

SCHEDULE 2
Rights reserved by the Landlord

1. Rights to build

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 its 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.

2. To use Conduits

The right to use any Conduits (including the Foul Water Sewer to the extent it is within the Premises) within or passing through the Premises for the passage or transmission of Utilities to and from any Adjoining Premises.

3. Support

The right of support and protection from the Premises for any Adjoining Premises.

4. Right to Light and Air

All rights to light and air and any other rights and liberties enjoyed (whether as easements, quasi-easements or otherwise and whether or not continuous, apparent, where reasonably necessary) by the Adjoining Premises over the Premises, notwithstanding that, by reason of unity of ownership, no such right previously existed.

5. Rights of way

A right of way at all times (in favour of the Landlord and any other person having express or implied authority from the Landlord and which shall include both the Police and the Court Service) with vehicles (including heavy vehicles) over and along that part of the road and/or accessway between points marked "A" and "D" shown coloured green on Plan A for all purposes in connection with access to and from Adjoining Premises. The Landlord shall take responsibility for closing the gate situated in the position marked "D" on Plan A immediately after each occasion that it is so used.

6. Right to access and repair the Sewer

The right 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 when as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to carry out or to permit the repair, maintenance, replacement, renewal, cleaning, connection to and capping of the Foul Water Sewer (to the extent that the same is within the Premises) the person or persons exercising such right making good in a reasonable manner any damage caused to the Premises as soon as reasonably practicable and to the reasonable satisfaction of the Tenant and complying with the Tenant's reasonable security

requirements in the context of the Authorised Use of both the Premises and the premises demised by (and as defined in that respect in) the Original Lease.

7. Right over footpath

A right of access for the Landlord and all others authorised by the Landlord together with a right of pedestrian access over the existing footpath for the purpose of access to and egress from land to the north of the Premises through the gate marked "X" on Plan A to and from the point marked "A" on Plan A and thereafter using the right of access in accordance with paragraph 5 (above). The Landlord shall procure that the gate at point "X" on Plan A is closed and locked immediately after each occasion it is so used.

8. Project Agreement

Any rights granted to the Landlord as the Authority under the Project Agreement.

SCHEDULE 3

Title Matters

1. **Register entries .**

The matters contained or referred to in title number [REDACTED] as at 19 September 2013
timed at 15:27:58.

2. Other deeds and documents

2.1 The matters contained or referred to in the following deeds and documents:

Date	Document	Parties
1992	1992-01-01 1992-01-02	1992-01-01
1993	1993-01-01 1993-01-02	1993-01-01 1993-01-02
1994	1994-01-01 1994-01-02	1994-01-01 1994-01-02
1995	1995-01-01	1995-01-01
1996	1996-01-01	1996-01-01
1997	1997-01-01 1997-01-02	1997-01-01
1998	1998-01-01	1998-01-01
1999	1999-01-01	1999-01-01
2000	2000-01-01 2000-01-02	2000-01-01
2001	2001-01-01 2001-01-02	2001-01-01
2002	2002-01-01 2002-01-02	2002-01-01
2003	2003-01-01 2003-01-02	2003-01-01
2004	2004-01-01 2004-01-02	2004-01-01
2005	2005-01-01 2005-01-02	2005-01-01
2006	2006-01-01 2006-01-02	2006-01-01
2007	2007-01-01 2007-01-02	2007-01-01
2008	2008-01-01 2008-01-02	2008-01-01
2009	2009-01-01 2009-01-02	2009-01-01
2010	2010-01-01 2010-01-02	2010-01-01
2011	2011-01-01 2011-01-02	2011-01-01
2012	2012-01-01 2012-01-02	2012-01-01
2013	2013-01-01 2013-01-02	2013-01-01
2014	2014-01-01 2014-01-02	2014-01-01
2015	2015-01-01 2015-01-02	2015-01-01
2016	2016-01-01 2016-01-02	2016-01-01
2017	2017-01-01 2017-01-02	2017-01-01
2018	2018-01-01 2018-01-02	2018-01-01
2019	2019-01-01 2019-01-02	2019-01-01
2020	2020-01-01 2020-01-02	2020-01-01
2021	2021-01-01 2021-01-02	2021-01-01
2022	2022-01-01 2022-01-02	2022-01-01
2023	2023-01-01 2023-01-02	2023-01-01
2024	2024-01-01 2024-01-02	2024-01-01
2025	2025-01-01 2025-01-02	2025-01-01
2026	2026-01-01 2026-01-02	2026-01-01
2027	2027-01-01 2027-01-02	2027-01-01
2028	2028-01-01 2028-01-02	2028-01-01
2029	2029-01-01 2029-01-02	2029-01-01
2030	2030-01-01 2030-01-02	2030-01-01
2031	2031-01-01 2031-01-02	2031-01-01
2032	2032-01-01 2032-01-02	2032-01-01
2033	2033-01-01 2033-01-02	2033-01-01
2034	2034-01-01 2034-01-02	2034-01-01
2035	2035-01-01 2035-01-02	2035-01-01
2036	2036-01-01 2036-01-02	2036-01-01
2037	2037-01-01 2037-01-02	2037-01-01
2038	2038-01-01 2038-01-02	2038-01-01
2039	2039-01-01 2039-01-02	2039-01-01
2040	2040-01-01 2040-01-02	2040-01-01
2041	2041-01-01 2041-01-02	2041-01-01
2042	2042-01-01 2042-01-02	2042-01-01
2043	2043-01-01 2043-01-02	2043-01-01
2044	2044-01-01 2044-01-02	2044-01-01
2045	2045-01-01 2045-01-02	2045-01-01
2046	2046-01-01 2046-01-02	2046-01-01
2047	2047-01-01 2047-01-02	2047-01-01
2048	2048-01-01 2048-01-02	2048-01-01
2049	2049-01-01 2049-01-02	2049-01-01
2050	2050-01-01 2050-01-02	2050-01-01
2051	2051-01-01 2051-01-02	2051-01-01
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2054	2054-01-01 2054-01-02	2054-01-01
2055	2055-01-01 2055-01-02	2055-01-01
2056	2056-01-01 2056-01-02	2056-01-01
2057	2057-01-01 2057-01-02	2057-01-01
2058	2058-01-01 2058-01-02	2058-01-01
2059	2059-01-01 2059-01-02	2059-01-01
2060	2060-01-01 2060-01-02	2060-01-01
2061	2061-01-01 2061-01-02	2061-01-01
2062	2062-01-01 2062-01-02	2062-01-01
2063	2063-01-01 2063-01-02	2063-01-01

- 2.2 All information contained and referred to within the Replies to Commercial Standard Property Enquiries dated 11 October 2013.
- 2.3 Without prejudice to **paragraphs 1, 2.1 and 2.2** all rights, easements, covenants, agreements, declarations, exceptions, reservations, leases, other tenancies, licences and other rights of occupation or use now affecting the Premises, whether apparent on inspection or not.

26 October 2015

APPENDIX 1

PLANS

26 October 2015

APPENDIX 2

Draft Deed of Surrender

26 October 2015

Land Registry

Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1 Title number(s) of the property:

[To be confirmed]

2 Property:

HMP Thameside, Belmarsh West, Griffin Way, Woolwich, London

3 Date:

4 Transferor:

[Redacted]

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

[Redacted]

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

5 Transferee for entry in the register:

The Secretary of State for Justice

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

Ministry of Justice Estate Directorate, [Redacted] [Redacted] [Redacted]

7 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- { exclusive of any value added tax (the "Premium") }
- ☒ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

11 Additional provisions

11.1 Definitions and interpretation

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

"Lease" the lease dated [] made between (1) The Secretary of State for Justice and (2) BWP Project Services Limited together with all deeds and documents varying or supplemental or ancillary to it at the date of this transfer including those briefly described in the attached Form CS.

"Transferee's Title" the Transferee's title to the Property registered at the Land Registry under title number(s) []

11.2 Surrender of the Lease

- 11.2.1 This Transfer operates as a surrender of the Lease and the Transferee accepts the surrender
- 11.2.2 The Transferee and the Transferor respectively release each other from the rights and obligations contained in the Lease, and from all liability in respect of any breach of those rights and obligations with effect from the date of this surrender
- 11.2.3 The Transferee and Transferor acknowledge and agree that this surrender and release does not affect the rights and obligations of the Transferee and Transferor under and pursuant to the Project Agreement (as defined in the Lease)

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

12 Execution

THE CORPORATE SEAL of)
THE SECRETARY OF STATE)
FOR JUSTICE hereunto)
affixed is authenticated by: -)

.....
Authorised by The Secretary of State

SIGNED by)
For and on behalf of)
BWP PROJECT SERVICES LIMITED)
acting by two Directors/a Director)
and the Secretary)

Director

Director/Secretary

WARNING

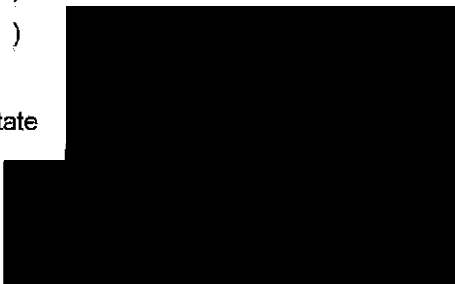
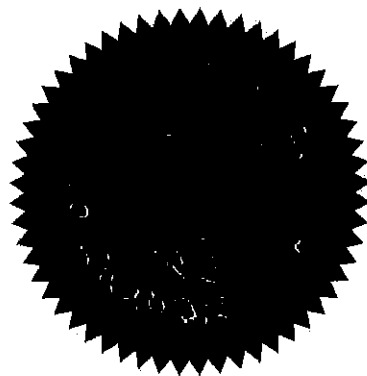
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

THE CORPORATE SEAL of)
THE SECRETARY OF STATE)
FOR JUSTICE hereunto)
affixed is authenticated by:-)

Authorised by the Secretary of State



[Redacted]

[Redacted]

26 October 2015

[Redacted]

SCHEDULE 51

Deed of Variation to Lease

Dated 8th March 2016

(1) THE SECRETARY OF STATE FOR JUSTICE

- and -

(2) BWP PROJECT SERVICES LIMITED

DEED OF VARIATION

relating to a Lease dated 9 May 2012 of
Premises at Belmarsh West, Griffin Way,
Woolwich, London

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL



DATE:

8th March

H.M Land Registry

Administrative area:

Landlord's Title Numbers:

Tenant's Title Number:

Landlord:

Tenant:

Premises:

Lease:

Term:

This Deed is made on the date and between the parties specified in the Particulars.

1. INTERPRETATION

1.1 Particulars

In this Deed the words and expressions contained in the Particulars have the meanings specified in the Particulars but as further defined (if applicable) in clause 1.2.

1.2 Definitions

In this Deed:

1.2.1 **"Landlord"** includes any person from time to time entitled to the immediate reversion to the Lease;

1.2.2 **"Tenant"** includes their respective successors in title and assigns and (if an individual) his personal representative(s);

1.2.3 an obligation owed by more than one person is owed by them jointly and severally and when the Tenant is more than one person the Landlord may release or compromise the liability of any one or more of those persons or grant any time or concession to any one or more of them without affecting the liability of the other(s);

1.2.4 references to a party to this Deed include references to each person comprising that party;

1.2.5 headings to clauses do not affect the interpretation of this Deed;

1.2.6 save where otherwise expressly stated, a reference to a clause or to a schedule is a reference to a clause of or schedule to this Deed and (if applicable) a reference to a paragraph is a reference to a paragraph of the relevant schedule to this Deed;

1.2.7 a provision of this Deed which is void or unenforceable shall be severed from all other provisions of this Deed and the remaining provisions shall continue to have effect;

1.2.8 **"Lease"** includes all documents supplemental to the Lease (other than this Deed);

1.2.9 **"include"** **"includes"** and **"including"** are deemed to be followed by the words **"without limitation"**;

1.2.10 general words introduced by **"other"** do not have a restrictive meaning.

2. RECITALS

2.1 This Deed is supplemental to the Lease.

2.2 The Premises were demised by the Lease on and subject to the terms and conditions set out in the Lease.

2.3 The immediate reversion to the Lease is registered at H.M. Land Registry in the Landlord's name under the Landlord's Title Numbers and the unexpired residue of the

Term is registered at H.M. Land Registry in the Tenant's name under the Tenant's Title Number.

- 2.4 The parties have agreed that the Lease should be varied in manner set out in clause 3.

3. VARIATION

- 3.1 The parties agree that the Lease will be varied with immediate effect in the manner provided in the Schedule and will from the date of this Deed take effect and be read and construed accordingly.

- 3.2 The Lease will continue in full force and effect as varied by this Deed and it is declared that no surrender and re-grant of the Lease is effected by this Deed.

4. RECORD OF VARIATION

The Landlord and the Tenant by this Deed jointly apply to the Land Registry for the entry of an agreed notice of this Deed on the registers of the Landlord's Title Number and the Tenant's Title Number in order to note the variations of the Lease contained in this Deed and the Tenant agrees to supply to the Landlord official copies of its title within one month of completion of the application.

This Deed is executed as a deed and is delivered and takes effect on the date set out at its beginning.

[REDACTED]

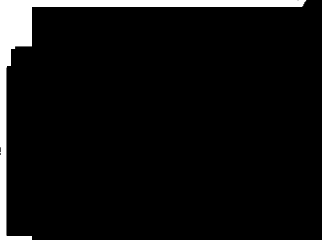
[REDACTED]

THE SCHEDULE
Variations to the Lease

1. The Lease is varied by the amendments which are shown in the comparison form of lease attached at Annex 1 (save for the appendices to the Lease which this paragraph 1 does not vary) so that the amended Lease shall be read and construed as shown in the clean version annexed at Annex 2 (save for the appendices to the Lease which this paragraph 1 does not vary).
2. The plans marked Plan A and Plan B annexed to the Lease shall be replaced by the plans annexed to this Deed at Annex 3.

THE CORPORATE SEAL of)
THE SECRETARY OF STATE)
FOR JUSTICE hereunto)
affixed is authenticated by:-)

Authorised by the Secretary of State



ANNEX 1

Comparison Lease



Dated

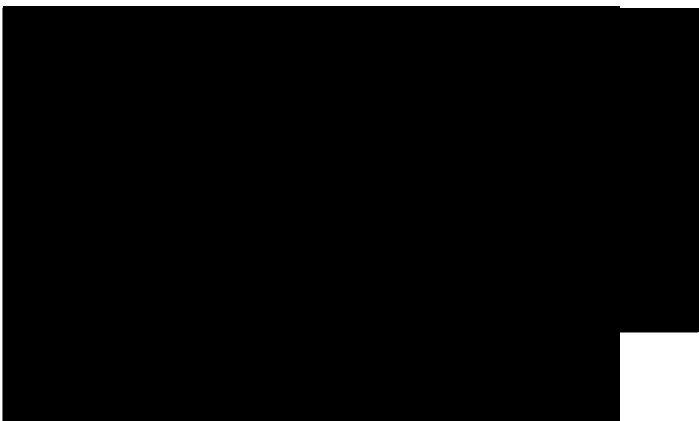
2012 _

- (1) The Secretary of State for Justice
- (2) BWP Project Services Limited

Lease

relating to premises at Belmarsh West, Griffin Way, Woolwich, London
(HMP Thameside)

RESTRICTED – COMMERCIAL



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LAND REGISTRY PARTICULARS

LR1.	Date of lease	2012
LR2.	Title number(s)	
LR2.1	Landlord's title number(s)	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 80px; height: 1.2em; margin-bottom: 2px;"></div>
LR2.2	Other title numbers	<div style="background-color: black; width: 80px; height: 1.2em;"></div>
LR3.	Parties to this lease	
	Landlord	The Secretary of State for Justice of Ministry of Justice Custodial, <div style="background-color: black; width: 40px; height: 1.2em; display: inline-block;"></div> <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> <div style="background-color: black; width: 150px; height: 1.2em; display: inline-block;"></div>
	Tenant	BWP Project Services Limited <div style="background-color: black; width: 310px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 310px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 310px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 35px; height: 1.2em;"></div>
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") at Belmarsh West, Griffin Way, Woolwich, London (now known as HMP Thameside) shown edged red on Plan A attached at Appendix 1.</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 30 March 2012 _(referred to in this Lease as "the Term Commencement Date") To and including 31 December 2036. (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	The covenant specified in clause 2.4.6.
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 and Schedule 1.

LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.3 and Schedule 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

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:

"1925 Act"	Law of Property Act 1925
"1954 Act"	Landlord and Tenant Act 1954
"1994 Act"	The Law of Property (Miscellaneous Provisions) Act 1994
"2003 Order"	The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
"Adjoining Premises"	any premises, whether or not owned by the Landlord at any time during the Term, which are adjacent to or near to the Premises
"Authorised Use"	the use of the Premises for such purposes to enable the Tenant to comply with its obligations in the Project Agreement in accordance with the terms of the Project Agreement
"Business Day"	a calendar day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London



"Conduits"

all conduits, drains or other media, including all fixtures and ancillary apparatus, used for or in connection with all or any of:

- (a) the supply of Utilities and/or drainage; and
- (b) any plant and machinery

"Connections and"

the land comprised in registered title 101162426 as at the date of the Project Agreement and shown coloured orange on Plan B

"Early Termination Date"

the date on which this Lease terminates for any reason before the Expiry Date

"Eastern Ditch Area"

the area shown coloured green on Plan B and that part of the Western Ditch Drain which abuts the area shown coloured green on Plan B

"Expiry Date"

the date on which the Contractual Term is due to expire by effluxion of time

"Financing Agreements"

means the documents comprising the Financing Agreements defined in and entered into in accordance with the Project Agreement

"Foul Water Sewer"

the foul water sewer shown coloured turquoise blue on Plan A

"Interest Rate"

above the base lending rate from time to time of 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

"Legislation"

any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, and any exercise of the Royal Prerogative and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom and shall include the Offender Management Act 2007

"Liability Period"

any period during which a person is bound by the Tenant's Covenants pursuant to the 1995 Act

"Multistorey Car Park"

the multistorey car park to be built pursuant to the Project Agreement on land abutting Hidden Way within the Premises

"Outgoings"

all existing and future taxes, rates, charges, assessments and outgoings charged, imposed or levied in relation to the Premises or the owners or occupiers of them whether on a one-off, periodic or an irregular basis and whether or not in the nature of capital or income payments

"Particulars"

the Land Registry Particulars set out at the front of this Lease

"Planning Acts"


the "Planning Acts" defined in section 336 Town and Country Planning Act 1990 together with the Planning and Compensation Act 1991 and any other Legislation relating to town and country planning

"Plan"

the corresponding plan attached at **Appendix 1 (Plans)** and labelled Plan A or Plan B accordingly

"Project Agreement"

the contract dated 30 June 2010 ~~as amended~~ ^{19 December 2013} and restated on ~~8~~ ¹ and made between the Secretary of State for Justice ~~Landlord~~ (1) and {the Tenant} (2) relating to the design, construction, management and financing of a custodial service at the Premises

"Project Documents"	means the documents comprising the Project Documents defined in the Project Agreement
"Project Termination Date"	the date on which the Project Agreement is terminated for any reason before the Project Expiry Date
"Project Expiry Date"	31 December 2036
"Rents"	the sums payable by the Tenant to the Landlord in accordance with clause 4.1 (Obligation to pay rent)
"Surface Water Sewer" <u>"Supplemental Lease"</u>	means a lease between the surface water sewer shown coloured purple on Plan A Landlord (1) and Tenant (2) dated ± 8th March 2016 <i>± 8th March 2016</i> 
"Tenant's Covenants"	the obligations, conditions and covenants to be complied with by a tenant of this Lease
"Term"	the Contractual Term
"Term Commencement Date"	30 March 2012
"Termination Date"	the date of termination of the tenancy created by the grant of this Lease for any reason, whether on the Expiry Date or the Early Termination Date or otherwise
"Title Matters"	the matters briefly described in Schedule 3 (Title Matters)
"Utilities"	electricity, gas, water, telecommunications, surface water and foul drainage and other similar services
"Value Added Tax"	any value added taxes
"Western Ditch"	the ditch identified as such in writing on Plan B (insofar as this is within the Premises) and which connects into the Western Ditch Drain
"Western Ditch Drain"	means the culverts, open ditch, pipes and pond which the Western Ditch (as at the date of the Project Agreement 30 June 2010) drains along, through, over and into and which in

part is within the land registered under Title Number [REDACTED] (as at the date of the ~~Project Agreement~~ 30 June 2010) and the remainder of which is within (as at the date of the ~~Project Agreement~~ 30 June 2010) the Landlord's titles set out in **Clause LR2.1** and which for identification purpose only is shown coloured blue and in part with blue arrows on Plan B

"Yearly Rent" [REDACTED]

1.2 Construction

In this Lease, except where the context otherwise requires:

- 1.2.1 the masculine includes the feminine and vice versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 save where stated to the contrary, any reference to this Lease or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.4 any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.5 headings are for convenience of reference only and are not intended to affect the interpretation thereof;
- 1.2.6 words preceding "including", "includes" and "included" shall be construed without limitation by the words which follow these words;
- 1.2.7 unless otherwise indicated, references to clauses, Schedules and Appendices are to clauses of, Schedules and Appendices to this Lease and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.8 references to the Landlord, or the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.9 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;

- 1.2.10 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.11 references to the end of the Term include the determination of the Term before the end of the Contractual Term;
- 1.2.12 for the purposes of the Perpetuities and Accumulations Act 1964, references to the perpetuity period are to the period of 80 years from and including the date of this Lease;
- 1.2.13 "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;
- 1.2.14 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;
- 1.2.15 any covenant by the Tenant not to do any act or thing includes a covenant not to permit, suffer or allow the doing of that act or thing;
- 1.2.16 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
- 1.2.17 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.

1.5 Landlord and Tenant (Covenants) Act 1995

This Lease is a "new tenancy" for the purposes of section 1 of the 1995 Act.

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

The Landlord may enter on to the whole or any part of the Premises and by so doing end this Lease if the Tenant breaches any of the Tenant's Covenants provided that the Landlord shall only exercise such rights in conjunction with the termination of the Project Agreement and the Supplemental Lease.

2.4 Automatic termination on Project Termination Date

If the Project Agreement is terminated for any reason prior to the Expiry Date, this Lease shall automatically cease and determine with effect from the Project Termination Date. The Tenant shall immediately on the Project Termination Date:

- 2.4.1 procure the unconditional release and discharge of any charges which shall be registered against or shall otherwise affect the Tenant's Interest in the Premises;
- 2.4.2 deliver unconditionally to the Landlord any title deeds and documents relating to the Tenant's Interest in the Premises, including the original of this Lease, all documents supplemental to this Lease and all documentation providing evidence (in a form satisfactory to the Land Registry) of the release and discharge of all charges;
- 2.4.3 comply with any other requirement from time to time of the Land Registry to enable the cancellation of the Tenant's leasehold title to the Premises;

- 2.4.4 provide such documentation and assistance to the Landlord as may be required to procure the cancellation of the Tenant's title to the Premises at the Land Registry;
- 2.4.5 Immediately vacate and procure that all of its sub-contractors (of any tier) and their employees shall immediately vacate the Premises; and
- 2.4.6 (without prejudice to **clause 2.4.4 (Automatic termination on Project Termination Date)**) If required by the Landlord as evidence of the termination complete a surrender of this Lease in the form attached to this Lease as **Appendix 2 (Deed of Surrender)** (Incorporating such changes in format as may be required by virtue of the Land Registration (Amendment) Rules 2008); provided that simultaneously with completion of such a surrender a surrender on the same terms (mutatis mutandis) of the Supplemental Lease is completed.

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 **Exclusion of the 1954 Act**

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 (Inclusive) of the 1954 Act in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

- 2.6.1 the Landlord served on the Tenant a notice ("the Notice") dated 30 June 2010 in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the 2003 Order;
- 2.6.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated 30 June 2010 in a form complying with the requirements of Schedule 2 to the 2003 Order; and
- 2.6.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

3. RIGHTS AND RESERVATIONS

3.1 Rights granted

The Premises are let together with the rights set out in **Schedule 1 (Rights granted to the Tenant)**:

- 3.1.1 so far as the Landlord is able to grant them;
- 3.1.2 for use in common with the Landlord and any other person using them with the express or implied authority of the Landlord unless the rights are expressed to be exclusive rights for the Tenant;
- 3.1.3 for the benefit of the Tenant (pursuant to this Lease and the Supplemental Lease) and any other person using them with the express or implied authority of the Tenant including its employees, agents, permitted undertenants, any other permitted occupier of the Premises and/or the premises demised by the Supplemental Lease and any other person under its or their control; and
- 3.1.4 subject to the right of the Landlord to bring to an end, suspend or vary the rights in circumstances where reasonable alternative rights necessary for the use and enjoyment of the Premises and the premises demised by the Supplemental Lease are granted to the Tenant in the place of those which have been brought to an end, suspended or varied.

3.2 Rights reserved

The rights set out in **Schedule 2 (Rights reserved by the Landlord)** 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. The Tenant shall permit the exercise of these rights and is not to obstruct or prevent these rights being exercised.

3.3 Title matters

The letting is made subject to and with the benefit of the Title Matters. So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant shall (save where otherwise specified in the Project Agreement) comply with them and to indemnify the Landlord against any breach of them.

3.4 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.



3.5 **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 of the 1925 Act or the rule in *Wheeldon v Burrows* are expressly excluded.

3.6 **Restrictions on rights**

The Tenant is not:

- 3.6.1 to do or omit to do anything which might result in the loss of any right or easement enjoyed by the Premises; or
- 3.6.2 to do or omit to do anything which results or might result in the creation of any new rights or easements over the Premises and, if it becomes aware of any which are being created, the Tenant:
 - 3.6.2.1 is to notify the Landlord in writing; and
 - 3.6.2.2 is, at its own cost, to take any action which the Landlord reasonably requires to prevent the creation of new rights and easements over the Premises.

3.7 **Landlord's rights**

Nothing in this Lease is to limit or affect the rights of the Landlord:

- 3.7.1 to deal with any Adjoining Premises as it thinks fit; or
- 3.7.2 to permit the owner of any Adjoining Premises to deal with them as it thinks fit,

provided that this **clause 3.7 (Landlord's rights)** does not operate as a waiver by the Tenant in whole or in part of the Landlord's undertaking pursuant to **clause 4.4 (Authority Obligations)** of the Project Agreement.

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 Yearly Rent shall be paid (if demanded) in advance on each anniversary of the Term Commencement Date throughout the Term; and



4.1.2 any other sums due to the Landlord pursuant to this Lease.

4.2 Value Added Tax

The Rents and any other sums payable by the Tenant under this Lease are exclusive of Value Added Tax. An obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any Value Added Tax chargeable on that payment. When a taxable supply is made for the purposes of Value Added Tax under this Lease, a valid Value Added Tax Invoice is to be issued in respect of that supply.

4.3 Interest on late payment

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as a rent, within 14 days of the due date of the payment the Tenant is to pay interest on those sums, both after as well as before judgement, at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

5. COSTS AND OUTGOINGS

5.1 Landlord's Costs

The Tenant is to pay to the Landlord as additional rent within 14 days after demand the Landlord's costs arising from:

- 5.1.1 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 of the 1925 Act or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
- 5.1.2 any application made by the Tenant for the Landlord's consent or approval to any matter under this Lease (other than in respect of any matters relating to the proper discharge by the Tenant of any of its obligations undertaken in accordance with the Project Agreement).

6. REPAIRS AND MAINTENANCE

6.1 Tenant's repair and maintenance obligations

The Tenant is:

- 6.1.1 to keep the Premises in such state of repair and condition as is required in accordance with the Tenant's obligations under the Project Agreement;

- 6.1.2 to give notice to the Landlord of any defects in the Premises which might give rise to a duty imposed on the Landlord by common law or by statute as soon as reasonably practicable after the relevant matter comes to the Tenant's attention;
- 6.1.3 not to discharge into the Conduits any oil or grease, or noxious or deleterious effluent or any other substance which may harm the Conduits (but excluding the proper discharge of any waste usually associated with the Authorised Use);
- 6.1.4 not to obstruct the free passage of Utilities through the Conduits or damage the Conduits in any way;
- 6.1.5 not to cause any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises; and
- 6.1.6 not to do anything on the Premises which would remove support from or otherwise endanger or undermine any structure upon the Premises or the retained or adjacent property owned by the Landlord.

6.2 Tenant's alterations obligations

The Tenant is not to carry out any alterations, additions or demolition to the Premises except to the extent permitted by and/or required pursuant to the Project Agreement.

6.3 Tenant's works obligations

The Tenant is to carry out any works (including alterations, additions, cleaning and redecoration) at the Premises in accordance with the provisions of the Project Agreement.

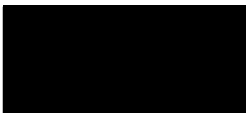
7. USE OF THE PREMISES

7.1 Authorised Use

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

7.2 No Warranty

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 or otherwise.



8. **RESTRICTIONS ON PARTING WITH POSSESSION**

The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of 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 or the Project Agreement and provided that nothing in this Lease prevents the Tenant from entering into the Financing Agreements.

9. **ASSIGNMENT**

9.1 **Assignment of whole**

The Tenant may assign the whole of the Premises in circumstances where the Tenant (as the Contractor under the Project Agreement) is permitted to transfer the Project Agreement provided that:

- 9.1.1 the condition set out in **clause 9.2 (Condition for assignment)** is satisfied;
- 9.1.2 none of the circumstances set out in **clause 9.3 (Circumstances where assignment is prohibited)** apply;
- 9.1.3 the Tenant obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed where the preceding provisions of this **clause 9.1 (Assignment of whole)** have been complied with.

9.2 **Condition for assignment**

The condition referred to in **clause 9.1.1 (Assignment of whole)** is specified for the purposes of section 19(1A) of the 1927 Act and is that the proposed assignee enters into a direct covenant with the Landlord to comply with the Tenant's Covenants during the proposed assignee's Liability Period.

9.3 **Circumstances where assignment is prohibited**

The circumstances mentioned in **clause 9.1.2 (Assignment of whole)** are specified for the purposes of section 19(1A) of the 1927 Act and are:

- 9.3.1 that no assignment of this Lease shall take place save by way of an assignment of the whole of the Premises simultaneously with a permitted assignment of the benefit and delegation of the burden of the Project Agreement and the Project Documents to the proposed assignee in accordance with the Project Agreement; and

- 9.3.2 that all of the provisions of the Project Agreement relating to the assignment of the Project Agreement and the Project Documents are fully and effectively complied with.

10. CHARGING THE PREMISES

The Tenant is not to create any mortgage or charge, whether legal or equitable, over part only or whole of the Premises or any fixtures or fittings in them except to the extent permitted in accordance with the Project Agreement.

11. NOTIFICATION OF DETAILS

Without prejudice to the restrictions contained in this Lease, within one month after any assignment, charge, assent, transfer 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.

12. LEGISLATION

12.1 Compliance with Legislation

The Tenant is to:

- 12.1.1 comply with all Legislation, including the Planning Acts, and the requirements of every public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises; and
- 12.1.2 carry out at its own cost all works and other matters required to fulfil this obligation save where otherwise specified under the Project Agreement.

12.2 Notices

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any 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 and expense to:

- 12.2.1 provide immediately a copy of the notice, proposal, requisition, direction or communication to the Landlord; and
- 12.2.2 without prejudice to **clause 12.1 (Compliance with Legislation)**, at the request of the Landlord make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord (acting reasonably) may require.

12.3 **Permits and Licences**

The Tenant shall obtain all necessary permits, licences, consents, registrations, authorisations or exceptions from any relevant statutory authority which are required for the use of the Premises in accordance with the Authorised Use and shall comply with them.

13. **PLANNING APPLICATIONS**

The Tenant is not to apply for planning permission under the Planning Acts or to implement any planning permission without the prior written consent of the Landlord or otherwise except to the extent expressly permitted by the Project Agreement.

14. **END OF THE TERM**

14.1 **Return of the Premises**

At the end of the Term, the Tenant shall return the Premises to the Landlord in accordance with its obligations under this Lease and the Project Agreement and shall return all keys to the Premises to the Landlord.

14.2 **Exclusion of 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.

14.3 **Continuation of liability**

The provisions of this **clause 14 (End of the Term)** will continue to bind the Landlord and the Tenant after the end of the Term.

15. **PROJECT AGREEMENT**

15.1 The Landlord and the Tenant shall comply with their respective obligations in the Project Agreement. Where the Landlord is asked for consent or approval by the Tenant and this Lease provides that such consent and approval may not be unreasonably withheld, the Landlord shall be entitled to have full regard to the terms and operation of the Project Agreement and need not grant consent where this would be inconsistent with the Project Agreement.

15.2 The Landlord shall not exercise or seek to exercise any further rights it has under this Lease for breach of the Tenant's Covenants to the extent that the Landlord has a remedy against the Tenant as the Contractor under the Project Agreement in relation to the same event giving rise to liability under this Lease.



16. LAND REGISTRY APPLICATIONS

16.1 First registration of title

As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the title number(s) set out in **clause LR2.1** of the Land Registry Particulars. The Tenant shall procure that the form of such application together with any documents or list of documents submitted or to be submitted with it shall be approved by the Landlord prior to submission (such approval not to be unreasonably withheld or delayed) and, as part of the application, the Tenant is to use all reasonable endeavours to ensure that the Land Registry notes both the benefit of the rights granted by **clause 3.1 (Rights granted to the Tenant)** and the burden of the rights reserved by **clause 3.2 (Rights reserved by the Landlord)** on the leasehold title. On completion of the registration, the Tenant is to provide official copies of the new title to the Landlord showing the Tenant registered as proprietor together with a copy of the title plan.

16.2 Registration on assignment

As soon as reasonably practicable following the assignment of this Lease, the assignee as Tenant is to apply to the Land Registry to be registered as the proprietor of this Lease and, on completion of that registration, is to provide the Landlord with official copies of the title showing the assignee as the registered proprietor of this Lease.

16.3 End of the term

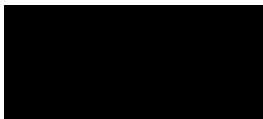
At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the title number(s) set out in **clauses LR2.1 and LR2.2** of the Land Registry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

16.4 Landlord's title

The Landlord has deduced title to the Premises to the Tenant on or before the date of this Lease and is under no further obligation to the Tenant to deduce title or to answer any requisitions or enquiries in respect of the title to the Premises.

16.5 Exclusion of liability

The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease at the Land Registry or to register or note any of the rights granted or reserved by this Lease at the Land Registry either by notice or by way of caution against first registration, whichever is appropriate.



17. NOTICES

17.1 Service of notices

All notices under this Lease shall be in writing and shall be served by sending the same by first class post, facsimile or by hand, leaving the same at:

If to the Landlord National Offender Management Service Head of Major Contracts - Live Services

[REDACTED]

If to the Tenant [REDACTED]

17.2 Changes

Either party to this Lease may change its nominated address or facsimile number by prior notice to the other party.

17.3 Notices by post

Notices given by post shall be effective upon the earlier of:

17.3.1 actual receipt; and

17.3.2 five (5) Business Days after mailing.

17.4 Notices by hand

Notices delivered by hand shall be effective upon delivery.

17.5 Notices by facsimile

Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

17.5.1 within two (2) hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or

[REDACTED]

17.5.2 by 11am on the next following Business Date, if sent after 4pm, on a Business Day but before 9am on the next following Business Day.

18. **GOVERNING LAW AND JURISDICTION**

This Lease shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England.

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

Rights granted to the Tenant

1. Conduits

- 1.1 The right to use the Conduits serving the Premises for the passage or transmission of Utilities to and from the Premises.
- 1.2 The right to use and inspect, repair, maintain, renew and/or install Conduits within the ~~Foul Drain~~ Connection Land and (at the cost of the Tenant) to connect into the Conduits (from time to time) installed within the ~~Foul Drain~~ Connection Land and the Surface Water Sewer (but not connect into the Foul Water Sewer) provided that the exercise of any right to enter onto the Adjoining Premises owned by the Landlord or the ~~Foul Drain~~ Connection Land is only ~~exercisable~~ exercisable in accordance with **paragraphs 3.1 and 3.2** respectively.

2. Support

The right of support for the Premises from any Adjoining Premises owned by the Landlord.

3. Access for repairs and Drains

- 3.1 ~~The~~ Subject to paragraph 3.3 (below) the right to enter and remain upon so much as is necessary of any Adjoining Premises owned by the Landlord including without limitation the Connection Land (but excluding any areas within the outside walls of the adjacent Belmarsh Prison) on not less than 48 hours' prior notice to and upon receipt of written approval from the Landlord (except in case of emergency when written approval is not required and as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to repair, maintain, decorate, replace, renew and clean the Premises (in accordance with the terms of this Lease) and the Connection Land where the Tenant is not reasonably able to carry out those works from within the Premises and to inspect, repair, maintain, renew and make further connections into the Western Ditch Drain (such further connections only to be made in through on or under the Eastern Ditch Area), subject (other than in respect of such entry and remaining on the Connection Land which shall not be subject to the following) in each case to:
- 3.1.1 the Tenant complying with such rules and regulations as may be stipulated from time to time by the Landlord;
- 3.1.2 the Tenant complying with the terms of any agreed protocol relating to such access, which the Landlord and the Tenant shall each use all

reasonable endeavours to agree on or as soon as reasonably practicable following the date of this Lease; and

3.1.3 the Tenant making good in a reasonable manner any damage caused to the land in question as soon as reasonably practicable and to the reasonable satisfaction of the Landlord.

3.2 The right to enter and remain upon so much as is necessary of the ~~Foul Drain Connection Land~~ on not less than 48 hours' prior notice (except in case of emergency when as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to inspect, repair, maintain, renew and install conduits and to connect to public utilities, the Tenant making good in a reasonable manner any damage caused to the land in question as soon as reasonably practicable and to the reasonable satisfaction of the Landlord.

3.3 The right to enter and remain upon the premises demised by the Supplemental Lease with or without workmen, plant and equipment for any purpose connected with the use, enjoyment, repair, maintenance, decoration, replacement, renewal and/or cleaning of the Premises or any part thereof without limitation by the provisions of paragraph 3.1 (above) as if such premises were part of the Premises demised by this Lease (and subject to the same terms of this Lease as apply to any part of the Premises).

4. **Right of way**

~~A right of way at all times on foot only with or without vehicles over and along the footpath shown coloured brown on Plan A~~ the Connection Land for the purpose of obtaining access to and from the Premises and through the gate situated in the position marked "X" on Plan A provided that for the avoidance of doubt the gate shall remain the property of the Landlord and the Tenant shall not be entitled to affix any lock to the gate gress from the Multi-storey Car Park (such right being exercisable from such time the Multi-storey Car Park is first built).

5. **Project Agreement**

Any rights granted to the Tenant as the Contractor under the Project Agreement.

SCHEDULE 2

Rights reserved by the Landlord

1. ~~6.~~ **Rights to build**

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 its 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.

2. ~~7.~~ **To use Conduits**

The right to use any Conduits (including the Foul Water Sewer and ~~Surface Water Sewer~~ (to the extent it is within the Premises)) within or passing through the Premises for the passage or transmission of Utilities to and from any Adjoining Premises.

3. ~~8.~~ **Support**

The right of support and protection from the Premises for any Adjoining Premises.

4. ~~9.~~ **Right to Light and Air**

All rights to light and air and any other rights and liberties enjoyed (whether as easements, quasi-easements or otherwise and whether or not continuous, apparent, where reasonably necessary) by the Adjoining Premises over the Premises, notwithstanding that, by reason of unity of ownership, no such right previously existed.

5. ~~10.~~ **Rights of way**

A right of way at all times (in favour of the Landlord and any other person having express or implied authority from the Landlord and which shall include both the Police and the Court Service) with vehicles (including heavy vehicles) over and along that part of the road and/or accessway between points "C" and "A" shown coloured green on Plan A for all purposes. In connection with access to and from Adjoining Premises. ~~The Landlord shall take responsibility for closing the gate situated in the position marked "A" on Plan A immediately after each occasion that it is so used.~~

6. ~~11.~~ **Right to access and repair the Sewer**

The right 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 when as much

notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to carry out or to permit the repair, maintenance, replacement, renewal, cleaning, connection to and capping of the ~~Foul Water Sewer and/or Surface~~ Water Sewer the person or persons exercising such right making good in a reasonable manner any damage caused to the Premises as soon as reasonably practicable and to the reasonable satisfaction of the Tenant and complying with the Tenant's reasonable security requirements in the context of the Authorised Use of both the Premises and the premises demised by (and as defined in that respect in) the Supplemental Lease.

7. ~~12.~~ **Project Agreement**

Any rights granted to the Landlord as the Authority under the Project Agreement.

SCHEDULE 3

Title Matters

1. Register entries

The matters contained or referred to in title numbers [REDACTED] as at 26 April 2010 timed at 15:06:00 and [REDACTED] as at 26 April 2010 timed at 15:07:16.

2. ~~1.~~ Other deeds and documents

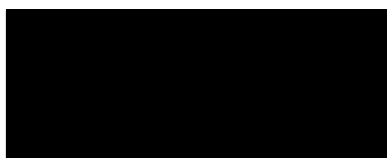
2.1 ~~1.1~~ The matters contained or referred to in the following deeds and documents:

Date	Document	Parties
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

Date	Document	Parties
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

2.2 ~~1.1~~ All information contained or referred to within the replies to commercial standard property enquiries dated 12 March 2010, the replies to First Additional Enquiries dated 15 March 2010, the replies to Second Additional Enquiries dated 11 March 2010 and the replies to Third Additional Enquiries dated 17 May 2010.

2.3 ~~1.1~~ Without prejudice to **paragraphs 1, 2.1 and 2.2** all rights, easements, covenants, agreements, declarations, exceptions, reservations, leases, other tenancies, licences and other rights of occupation or use now affecting the Premises, whether apparent on inspection or not.



THE CORPORATE SEAL of)
THE SECRETARY OF STATE FOR JUSTICE)
hereunto affixed is authenticated by: -)

SIGNED by)
for and on behalf of)
BWP PROJECT SERVICES LIMITED acting by two)
Directors/a Director and the Secretary)

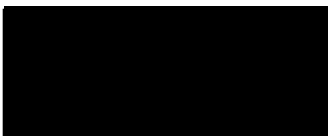
Director

Director/Secretary}

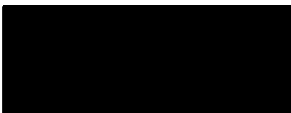


APPENDIX 1

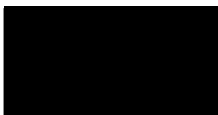
Plan



APPENDIX 2
Deed of Surrender



APPENDIX 3
Official copy entries



Document comparison by Workshare Professional on 10 December 2013 10:11:33

Input:

Document 1 ID

Description

Document 2 ID

Description

Rendering set

Legend:

Insertion

Deletion

Moved from

Moved to

Style change

Format change

Moved-deletion

Inserted cell

Deleted cell

Moved cell

Split/Merged cell

Padding cell

Statistics:

Insertions

Deletions

Moved from

Moved to

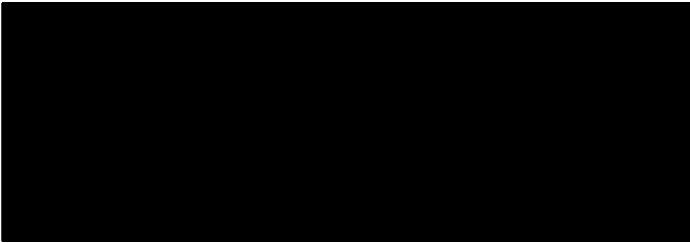
Style change

Format changed

Total changes

ANNEX 2

Clean version Lease



Dated

2012

- (1) The Secretary of State for Justice
- (2) BWP Project Services Limited

Lease

relating to premises at Belmarsh West, Griffin Way, Woolwich, London
(HMP Thameside)

RESTRICTED – COMMERCIAL



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LAND REGISTRY PARTICULARS

LR1. Date of lease 2012

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[REDACTED]

[REDACTED]

LR2.2 Other title numbers

[REDACTED]

LR3. Parties to this lease

Landlord

The Secretary of State for Justice of
Ministry of Justice Custodial, [REDACTED]

[REDACTED]

[REDACTED]

Tenant

BWP Project Services Limited

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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") at Belmarsh West, Griffin Way, Woolwich, London (now known as HMP Thameside) shown edged red on Plan A attached at **Appendix 1.**

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.

[REDACTED]

**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	<p>From and including 30 March 2012 (referred to in this Lease as "the Term Commencement Date")</p> <p>To and including 31 December 2036.</p> <p>(This term is referred to in this Lease as "the Contractual Term")</p>
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	The covenant specified in clause 2.4.6.
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 and Schedule 1.

LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.3 and Schedule 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

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:

"1925 Act"	Law of Property Act 1925
"1954 Act"	Landlord and Tenant Act 1954
"1994 Act"	The Law of Property (Miscellaneous Provisions) Act 1994
"2003 Order"	The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
"Adjoining Premises"	any premises, whether or not owned by the Landlord at any time during the Term, which are adjacent to or near to the Premises
"Authorised Use"	the use of the Premises for such purposes to enable the Tenant to comply with its obligations in the Project Agreement in accordance with the terms of the Project Agreement
"Business Day"	a calendar day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

"Conduits"	all conduits, drains or other media, including all fixtures and ancillary apparatus, used for or in connection with all or any of:
	<p>(a) the supply of Utilities and/or drainage; and</p> <p>(b) any plant and machinery</p>
"Connection Land"	the land comprised in registered title [REDACTED] as at the date of the Project Agreement and shown coloured orange on Plan B
"Early Termination Date"	the date on which this Lease terminates for any reason before the Expiry Date
"Eastern Ditch Area"	the area shown coloured green on Plan B and that part of the Western Ditch Drain which abuts the area shown coloured green on Plan B
"Expiry Date"	the date on which the Contractual Term is due to expire by effluxion of time
"Financing Agreements"	means the documents comprising the Financing Agreements defined in and entered into in accordance with the Project Agreement
"Foul Water Sewer"	the foul water sewer shown coloured turquoise blue on Plan A
"Interest Rate"	[REDACTED] above the base lending rate from time to time of National Westminster 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
"Legislation"	any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, and any exercise of the Royal Prerogative and any

enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom and shall include the Offender Management Act 2007

"Liability Period"

any period during which a person is bound by the Tenant's Covenants pursuant to the 1995 Act

"Multi-storey Car Park"

the multi-storey car park to be built pursuant to the Project Agreement on land abutting Hadden Way within the Premises

"Outgoings"

all existing and future taxes, rates, charges, assessments and outgoings charged, imposed or levied in relation to the Premises or the owners or occupiers of them whether on a one-off, periodic or an irregular basis and whether or not in the nature of capital or income payments

"Particulars"

the Land Registry Particulars set out at the front of this Lease

"Planning Acts"

the "Planning Acts" defined in section 336 Town and Country Planning Act 1990 together with the Planning and Compensation Act 1991 and any other Legislation relating to town and country planning

"Plan"


the corresponding plan attached at **Appendix 1 (Plans)** and labelled Plan A or Plan B accordingly

"Project Agreement"

the contract dated 30 June 2010 as amended and restated on ^{19th December 2013} £ *K* 1 and made between the Landlord (1) and the Tenant (2) relating to the design, construction, management and financing of a custodial service at the Premises *RP*

"Project Documents"

means the documents comprising the Project Documents defined in the Project Agreement

"Project Termination Date"	the date on which the Project Agreement is terminated for any reason before the Project Expiry Date
"Project Expiry Date"	31 December 2036
"Rents"	the sums payable by the Tenant to the Landlord in accordance with clause 4.1 (Obligation to pay rent)
"Supplemental Lease"	means a lease between the Landlord (1) and Tenant (2) dated 18 8 March 2016 
"Tenant's Covenants"	the obligations, conditions and covenants to be complied with by a tenant of this Lease
"Term"	the Contractual Term
"Term Commencement Date"	30 March 2012
"Termination Date"	the date of termination of the tenancy created by the grant of this Lease for any reason, whether on the Expiry Date or the Early Termination Date or otherwise
"Title Matters"	the matters briefly described in Schedule 3 (Title Matters)
"Utilities"	electricity, gas, water, telecommunications, surface water and foul drainage and other similar services
"Value Added Tax"	any value added taxes
"Western Ditch"	the ditch identified as such in writing on Plan B (insofar as this is within the Premises) and which connects into the Western Ditch Drain
"Western Ditch Drain"	means the culverts, open ditch, pipes and pond which the Western Ditch (as at 30 June 2010) drains along, through, over and into and which in part is within the land registered under Title Number [REDACTED] (as at 30 June 2010) and the remainder of which is within (as at 30 June 2010) the Landlord's titles set out in Clause LR2.1 and which for identification purpose only is shown coloured

blue and in part with blue arrows on Plan B

"Yearly Rent"

1.2 Construction

In this Lease, except where the context otherwise requires:

- 1.2.1 the masculine includes the feminine and vice versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 save where stated to the contrary, any reference to this Lease or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.4 any reference to any enactment, order, regulation, code or other similar Instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.5 headings are for convenience of reference only and are not intended to affect the interpretation thereof;
- 1.2.6 words preceding "including", "Includes" and "included" shall be construed without limitation by the words which follow these words;
- 1.2.7 unless otherwise indicated, references to clauses, Schedules and Appendices are to clauses of, Schedules and Appendices to this Lease and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.8 references to the Landlord, or the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.9 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;
- 1.2.10 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.11 references to the end of the Term include the determination of the Term before the end of the Contractual Term;

- 1.2.12 for the purposes of the Perpetuities and Accumulations Act 1964, references to the perpetuity period are to the period of 80 years from and including the date of this Lease;
- 1.2.13 "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;
- 1.2.14 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;
- 1.2.15 any covenant by the Tenant not to do any act or thing includes a covenant not to permit, suffer or allow the doing of that act or thing;
- 1.2.16 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
- 1.2.17 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.

1.5 Landlord and Tenant (Covenants) Act 1995

This Lease is a "new tenancy" for the purposes of section 1 of the 1995 Act.

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**

The Landlord may enter on to the whole or any part of the Premises and by so doing end this Lease if the Tenant breaches any of the Tenant's Covenants provided that the Landlord shall only exercise such rights in conjunction with the termination of the Project Agreement and the Supplemental Lease.

2.4 **Automatic termination on Project Termination Date**

If the Project Agreement is terminated for any reason prior to the Expiry Date, this Lease shall automatically cease and determine with effect from the Project Termination Date. The Tenant shall immediately on the Project Termination Date:

- 2.4.1 procure the unconditional release and discharge of any charges which shall be registered against or shall otherwise affect the Tenant's Interest in the Premises;
- 2.4.2 deliver unconditionally to the Landlord any title deeds and documents relating to the Tenant's interest in the Premises, including the original of this Lease, all documents supplemental to this Lease and all documentation providing evidence (in a form satisfactory to the Land Registry) of the release and discharge of all charges;
- 2.4.3 comply with any other requirement from time to time of the Land Registry to enable the cancellation of the Tenant's leasehold title to the Premises;
- 2.4.4 provide such documentation and assistance to the Landlord as may be required to procure the cancellation of the Tenant's title to the Premises at the Land Registry;
- 2.4.5 immediately vacate and procure that all of its sub-contractors (of any tier) and their employees shall immediately vacate the Premises; and
- 2.4.6 (without prejudice to **clause 2.4.4 (Automatic termination on Project Termination Date)**) If required by the Landlord as evidence of the termination complete a surrender of this Lease in the form attached to this Lease as **Appendix 2 (Deed of Surrender)** (Incorporating such changes in format as may be required by virtue of the Land Registration (Amendment) Rules 2008) provided that

simultaneously with completion of such a surrender a surrender on the same terms (mutatis mutandis) of the Supplemental Lease is completed.

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 Exclusion of the 1954 Act

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

- 2.6.1 the Landlord served on the Tenant a notice ("the Notice") dated 30 June 2010 in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the 2003 Order;
- 2.6.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated 30 June 2010 in a form complying with the requirements of Schedule 2 to the 2003 Order; and
- 2.6.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

3. RIGHTS AND RESERVATIONS

3.1 Rights granted

The Premises are let together with the rights set out in **Schedule 1 (Rights granted to the Tenant)**:

- 3.1.1 so far as the Landlord is able to grant them;
- 3.1.2 for use in common with the Landlord and any other person using them with the express or implied authority of the Landlord unless the rights are expressed to be exclusive rights for the Tenant;
- 3.1.3 for the benefit of the Tenant (pursuant to this Lease and the Supplemental Lease) and any other person using them with the express or implied authority of the Tenant including its employees, agents, permitted undertenants, any other permitted occupier of the

Premises and/or the premises demised by the Supplemental Lease and any other person under its or their control; and

- 3.1.4 subject to the right of the Landlord to bring to an end, suspend or vary the rights in circumstances where reasonable alternative rights necessary for the use and enjoyment of the Premises and the premises demised by the Supplemental Lease are granted to the Tenant in the place of those which have been brought to an end, suspended or varied.

3.2 **Rights reserved**

The rights set out in **Schedule 2 (Rights reserved by the Landlord)** 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. The Tenant shall permit the exercise of these rights and is not to obstruct or prevent these rights being exercised.

3.3 **Title matters**

The letting is made subject to and with the benefit of the Title Matters. So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant shall (save where otherwise specified in the Project Agreement) comply with them and to indemnify the Landlord against any breach of them.

3.4 **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.

3.5 **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 of the 1925 Act or the rule in *Wheeldon v Burrows* are expressly excluded.

3.6 **Restrictions on rights**

The Tenant is not:

- 3.6.1 to do or omit to do anything which might result in the loss of any right or easement enjoyed by the Premises; or
- 3.6.2 to do or omit to do anything which results or might result in the creation of any new rights or easements over the Premises and, if it becomes aware of any which are being created, the Tenant:

3.6.2.1 is to notify the Landlord in writing; and

3.6.2.2 is, at its own cost, to take any action which the Landlord reasonably requires to prevent the creation of new rights and easements over the Premises.

3.7 Landlord's rights

Nothing in this Lease is to limit or affect the rights of the Landlord:

3.7.1 to deal with any Adjoining Premises as it thinks fit; or

3.7.2 to permit the owner of any Adjoining Premises to deal with them as it thinks fit,

provided that this **clause 3.7 (Landlord's rights)** does not operate as a waiver by the Tenant in whole or in part of the Landlord's undertaking pursuant to **clause 4.4 (Authority Obligations)** of the Project Agreement.

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 Yearly Rent shall be paid (if demanded) in advance on each anniversary of the Term Commencement Date throughout the Term; and

4.1.2 any other sums due to the Landlord pursuant to this Lease.

4.2 Value Added Tax

The Rents and any other sums payable by the Tenant under this Lease are exclusive of Value Added Tax. An obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any Value Added Tax chargeable on that payment. When a taxable supply is made for the purposes of Value Added Tax under this Lease, a valid Value Added Tax invoice is to be issued in respect of that supply.

4.3 Interest on late payment

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as a rent, within 14 days of the due date of the payment the Tenant is to pay interest on those sums, both after as well as

before judgement, at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

5. COSTS AND OUTGOINGS

5.1 Landlord's Costs

The Tenant is to pay to the Landlord as additional rent within 14 days after demand the Landlord's costs arising from:

- 5.1.1 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 of the 1925 Act or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
- 5.1.2 any application made by the Tenant for the Landlord's consent or approval to any matter under this Lease (other than in respect of any matters relating to the proper discharge by the Tenant of any of its obligations undertaken in accordance with the Project Agreement).

6. REPAIRS AND MAINTENANCE

6.1 Tenant's repair and maintenance obligations

The Tenant is:

- 6.1.1 to keep the Premises in such state of repair and condition as is required in accordance with the Tenant's obligations under the Project Agreement;
- 6.1.2 to give notice to the Landlord of any defects in the Premises which might give rise to a duty imposed on the Landlord by common law or by statute as soon as reasonably practicable after the relevant matter comes to the Tenant's attention;
- 6.1.3 not to discharge into the Conduits any oil or grease, or noxious or deleterious effluent or any other substance which may harm the Conduits (but excluding the proper discharge of any waste usually associated with the Authorised Use);
- 6.1.4 not to obstruct the free passage of Utilities through the Conduits or damage the Conduits in any way;
- 6.1.5 not to cause any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises; and

- 6.1.6 not to do anything on the Premises which would remove support from or otherwise endanger or undermine any structure upon the Premises or the retained or adjacent property owned by the Landlord.

6.2 Tenant's alterations obligations

The Tenant is not to carry out any alterations, additions or demolition to the Premises except to the extent permitted by and/or required pursuant to the Project Agreement.

6.3 Tenant's works obligations

The Tenant is to carry out any works (including alterations, additions, cleaning and redecoration) at the Premises in accordance with the provisions of the Project Agreement.

7. USE OF THE PREMISES

7.1 Authorised Use

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

7.2 No Warranty

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 or otherwise.

8. RESTRICTIONS ON PARTING WITH POSSESSION

The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of 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 or the Project Agreement and provided that nothing in this Lease prevents the Tenant from entering into the Financing Agreements.

9. ASSIGNMENT

9.1 Assignment of whole

The Tenant may assign the whole of the Premises in circumstances where the Tenant (as the Contractor under the Project Agreement) is permitted to transfer the Project Agreement provided that:

- 9.1.1 the condition set out in **clause 9.2 (Condition for assignment)** is satisfied;