

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.

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



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

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 Connection Land and (at the cost of the Tenant) to connect into the Conduits (from time to time) installed within the Connection Land provided that the exercise of any right to enter onto the Adjoining Premises owned by the Landlord or the 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 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 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 with or without vehicles over the Connection Land for the purpose of obtaining access to and egress 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. **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 "C" and "A" shown coloured green on Plan A for all purposes in connection with access to and from Adjoining Premises.

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 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. **Project Agreement**

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

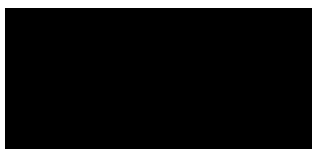


THE CORPORATE SEAL of)
THE SECRETARY OF STATE FOR JUSTICE)
hereunto affixed is authenticated by: -)

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

Director

Director/Secretary



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

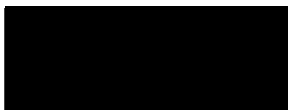
"Project Agreement"

the contract dated 30 June 2010 as amended and restated on ^{19th December 2013} ~~19th December 2013~~ 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

"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 <i>18 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 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;

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]

[REDACTED]

If to the Tenant



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

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 Connection Land and (at the cost of the Tenant) to connect into the Conduits (from time to time) installed within the Connection Land provided that the exercise of any right to enter onto the Adjoining Premises owned by the Landlord or the 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 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 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 with or without vehicles over the Connection Land for the purpose of obtaining access to and egress 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. 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 "C" and "A" shown coloured green on Plan A for all purposes in connection with access to and from Adjoining Premises.

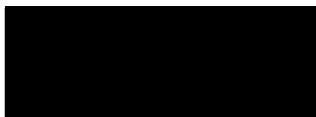
6. Right to access and repair the Sewer

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 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. **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.

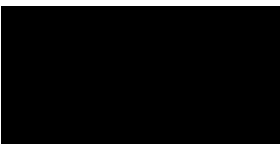
2. **Other deeds and documents**

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]

Date	Document	Parties
[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 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.



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



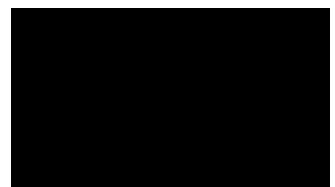
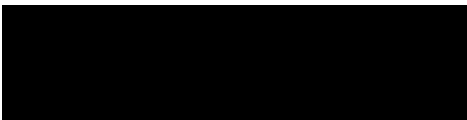
APPENDIX 1

Plan

Deed of Surrender

ANNEX 3

Plans



11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533

