
Dated:

- (1) TTL PROPERTIES LIMITED
- (2) AMAZON UK SERVICES LTD

TfL Reference: TfL 94499**Licence to occupy**

relating to the locations set out in Schedule 1 (*Original Locations*) and updated from time to time in accordance with Schedule 2 (*Location Update Sheet*).

PARTICULARS

Date

Owner

TTL Properties Limited (company registration number 08961151) whose registered office is at 55 Broadway, London, SW1H 0BD and a wholly owned subsidiary of Transport for London, which is a statutory body established under the Greater London Authority Act 1999.

Occupier

Amazon UK Services Ltd (company registration number 03223028) whose registered office is at 1 Principal Place, Worship Street, London, EC2A 2FA.

Affiliate

means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity.

Areas

means the Pick-up Areas and the Truck Areas.

Authorised Use

means occupation of designated locations for the purposes of Occupier's Treasure Truck program, including the core activities of delivery of items to customers, conducting of promotional activity and events and any related or ancillary use (including the placing of displays and signs (including A-frames)).

Common Parts

means those roads, paths and other means of access necessary for obtaining access to and egress from an Area as designated from time to time by the Owner.

Confidential Information

has the meaning set out in clause 15.1 (*Confidentiality*).

Event Day

means a calendar day for which a reservation has been confirmed in accordance with clause 9 (*Area Reservation Process*).

Fire & Safety Requirements

means the requirements set out in clause 10 (*Fire and Safety Requirements*).

Licence Fee

means, in respect of each Location, the amount set out in Schedule 1 (*Original Locations*) or, if applicable, in the relevant Location Update Sheet in respect of such Location (which for the avoidance of doubt includes (where applicable) all rates, service charges, insurance payments and all other sums, but excludes any applicable VAT).

Licence Period

means the period from and including the date of this Licence until the date on which this Licence is terminated in accordance with clause 17 (*Termination*).

Location

means the locations set out in Schedule 1 (*Original Locations*) as updated from time to time by the parties agreeing a Location Update Sheet in accordance with clause 2.5 (each a "**Location**").

Location Update Sheet

means a document in the form set out in Schedule 2 (*Location Update Sheet*) to this Licence or a substantially similar form.

Occupier Personnel	means Occupier's employees, contractors, subcontractors, representatives and agents and those of its Affiliates.
Owner's Contact	REDACTED
Pick-up Areas	means pedestrian-accessible areas of not less than 130 square feet located at each Location and shown on the Plan for each Location (or such alternative areas as may be agreed between the parties from time to time).
Plan	for each Location, means the plan or drawing attached to this Licence or the applicable Location Update Sheet and marked " Plan " or which is separately agreed between the parties as depicting details of the relevant Area.
Refuse Disposal Requirements	means the requirements set out in clause 6 (<i>Refuse Disposal Requirements</i>).
Standard Risks	means the risks that would normally be covered by a commercial "all risks" property insurance policy including (without limitation): the risks of fire, subterranean fire, lightning, storm, tempest, flood and explosion, bursting or overflowing of water tanks, apparatus or pipes or the escape of water from any of them, aircraft or other aerial devices or articles dropped or falling from any of them, riot, civil commotion and malicious damage, impact, earthquake, heave, landslip, subsidence and any other risks that we reasonably require from time to time; but excluding any risks, including any of the risks set out above, for which insurance is not available at normal commercial rates or on normal commercial terms.
Third Party Contamination	has the meaning set out in clause 16 (<i>Contamination</i>).
Truck Areas	means vehicle and pedestrian accessible areas of not less than 600 square feet located at each Location and shown on the Plan for each Location (or such alternative areas as may be agreed between the parties from time to time).
VAT	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
Visitors	means customers or potential customers of the Occupier or its Affiliates or other persons interested in the Authorised Use.

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

BETWEEN

- (1) the Owner; and
- (2) the Occupier.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 Words and expressions set out in the Particulars are defined terms in this Licence.
- 1.2 In this Licence the clause headings do not affect its interpretation and references to clauses are to clauses of this Licence.
- 1.3 An obligation on the Occupier not to do or omit to do any act or thing includes an obligation not to permit or allow that act or thing to be done or omitted, as the case may be.
- 1.4 The obligations of the Occupier bind the Occupier's employees, agents, workmen and, subject always to clause 11 (*Liability*), the Occupier is to be liable for any breach of the terms of this Licence by them. The rights granted to the Occupier pursuant to this Licence may be used by the Occupier Personnel.
- 1.5 Where two or more persons form a party to this Licence, the obligations they undertake may be enforced against them all jointly or against one or more of them individually.
- 1.6 The parties to this Licence 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.

2. LICENCE

- 2.1 In consideration of the Licence Fee, the Owner grants the Occupier the right to occupy the Areas for the Authorised Use on each Event Day reserved by the Occupier during the Licence Period.
- 2.2 The Occupier acknowledges that:
 - 2.2.1 the Owner is entitled to exclusive control and possession of the Areas and may enter and remain on that part of the Owner's property at any time as reasonable required, subject always to causing as little interference with the Occupier's business as reasonably practicable, without any interference by the Occupier; and
 - 2.2.2 nothing in this Licence is intended to create a letting of any part of the Owner's property or to confer any rights on the Occupier, whether under common law or any enactment, greater than a bare licence on the terms of this Licence.
- 2.3 The Owner may on 14 days' notice (and in an emergency immediately) request that the Occupier vacates any Area for such reasonable period as is necessary for the carrying out of repairs maintenance decoration or rebuilding of any adjoining premises or works of the Owner or any part of them or to the extent reasonably necessary to safeguard the safety or security of persons or property in an emergency or otherwise if necessary in connection with its statutory undertaking and the Owner shall not be liable to the Occupier in respect of any consequential or economic loss which expression shall include loss of profits, loss of production, loss of revenue, loss of use, loss of contracts, cost of borrowing and equity and business interruption which may arise as a result of the Owner exercising its rights pursuant to

this clause but the Occupier shall be entitled to a pro rata refund of any of the Licence Fee paid.

2.4 The Occupier is to permit the Owner and any person authorised by it to inspect the Areas at all reasonable times on 24 hours prior written notice (except in the event of an emergency) for the purpose of the proper and safe management operation and maintenance of the Locations.

2.5 The parties may agree to update the Locations in the following manner: (a) the Occupier shall complete a Location Update Sheet (per Schedule 2 (*Location Update Sheet*)) and send it by email to the Owner's Contact (or such other email address designated by the Owner); and (b) if accepted, the Owner shall reply by email as soon as practicable to the email address from which the Location Update Sheet was transmitted by writing "APPROVED" in the body of the reply.

3. **OWNER'S OBLIGATIONS**

3.1 The Owner agrees and undertakes:

- a) to permit the Occupier and Occupier Personnel access to, and exclusive use of, each Area reserved by the Occupier for the duration of each reservation on each Event Day and to pass and repass over and along the Common Parts (subject always to clauses 2.3 and 2.4 above);
- b) to ensure that each Area is accessible by Visitors and not charge Visitors any access fees or otherwise inhibit or impose conditions on Visitors accessing any Area;
- c) not to interfere with, or otherwise unduly disrupt, the Occupier's carrying out of the Authorised Use at any Area, including, not to, in the vicinity of the Areas reserved by the Occupier, distribute promotional materials or samples to, or otherwise solicit custom from, Visitors without the prior written approval of the Occupier, nor supply alcohol to Visitors;
- d) to make reasonable efforts to keep each Area, all means of access to each Area and all areas near to each Area in a clean and tidy condition and clear of obstacles (including ice or snow) that would prevent or inhibit the Occupier's use of, or Visitors' attendance at, any Area;
- e) to promptly inform the Occupier of any restrictions of which it is or becomes aware from time to time which prohibit or limit the use of any Area for the Authorised Use;
- f) submit invoices for the Licence Fee to the Occupier monthly in arrears, in a form reasonably acceptable to the Occupier, and containing sufficient information for the Occupier to determine the accuracy of the amounts invoiced (including, without limitation, the period to which the invoice relates, a description of the amount being charged and the Event Days to which the invoice relates); and
- g) to properly perform the operational obligations allocated to the Owner in Schedule 3 (*Pick-up Operational Obligations*) for reservations relating to Pick-up Areas only.

3.2 The Owner confirms that it has the power and ability to grant the rights granted by it pursuant to this Licence and that each Area complies with applicable laws, rules and regulations.

4. **OCCUPIER'S OBLIGATIONS**

4.1 The Occupier agrees and undertakes:

- a) subject to receipt by the Occupier of valid and complete invoices in accordance with clause 3.1(f), to pay to the Owner any applicable Licence Fees within 60 days of receipt of the relevant invoice;
- b) not to use any Areas other than for the Authorised Use;
- c) not to make any structural alteration or addition whatsoever to any Area without the consent of the Owner;
- d) not to do or permit to be done on any Area anything which is illegal or which may be or become an actionable nuisance to the Owner or any owner or occupier of neighbouring property;
- e) not to cause any damage to any Area or any neighbouring property;
- f) not to apply for any planning permission in respect of any Area without the consent of the Owner;
- g) to leave the Areas in a clean and tidy condition following use and, for the avoidance of doubt, it is agreed that the Occupier is not obliged to put any Area into any better condition than the condition the relevant Area was in immediately prior to the Occupier's use of such Area; and
- h) to comply with the Refuse Disposal Requirements in clause 6 (*Refuse Disposal Requirements*);
- i) to comply with the Fire Safety Requirements in clause 10 (*Fire and Safety Requirements*);
- j) to provide a copy of any notice, order or direction received from the local or any other competent authority in relation to the Locations to the Owner as soon as reasonably practicable; and
- k) to properly perform the operational obligations allocated to the Occupier in Schedule 3 (*Pick-up Operational Obligations*) for reservations relating to Pick-up Areas only.

5. **INSURANCE**

- 5.1 The Occupier is not to do or omit to do anything which has the effect of making the Owner's insurance policy for the Locations void or voidable or which increases the insurance premium payable for that insurance (provided that the Owner gives written notice of the Owner's requirements pursuant to this clause 5.1 within 14 days' of the start of the Licence Period).
- 5.2 For the avoidance of doubt, any property or items brought to an Area by the Occupier shall belong to the Occupier entirely and the Owner shall have no responsibility to insure it.
- 5.3 The Occupier's memorandum of insurance is available at www.amazon.com/moi2. The Owner has, and will maintain at its own expense, insurance that a reasonably prudent party in similar circumstances would have, including public liability insurance with limits of not less than £1,000,000 per occurrence and £2,000,000 in aggregate and will deliver evidence of its insurance to the Occupier upon request.
- 5.4 The Owner shall maintain all risk property insurance covering the full replacement cost of each Location for losses or damage caused by the Standard Risks and such other risks against which the Owner may from time to time in its absolute discretion deem necessary to insure against subject to such exclusions and limitations as are imposed by insurers.

6. **TAX**

The Owner may charge and the Occupier will pay any Taxes (meaning all applicable national, state or local sales or use taxes or value added taxes that the Owner is legally obligated to charge ("**Taxes**")), provided that such Taxes are stated on the original invoice that the Owner provides to the Occupier and the Owner's invoices state such Taxes separately and meet the requirements for a valid tax invoice. The Occupier may provide the Owner with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, the Owner will not charge and or collect the Taxes covered by such certificate. The Occupier may deduct or withhold any taxes that the Occupier may be legally obligated to deduct or withhold from any amounts payable to the Owner under this Licence, and payment to the Owner as reduced by such deductions or withholdings will constitute full payment and settlement to the Owner of amounts payable under this Licence. Throughout the term of this Licence, the Owner will provide the Occupier with any forms, documents, or certifications as may be required for the Occupier to satisfy any information reporting or withholding tax obligations with respect to any payments under this Licence. For the avoidance of doubt the Occupier is not obliged to pay any VAT claimed on any payment properly due under this Licence unless and until it has received a valid VAT invoice addressed to the Occupier.

7. **REFUSE DISPOSAL REQUIREMENTS**

- 7.1 The Occupier is responsible for and to observe all reasonable requirements of the Owner in relation to the storage of refuse at and removal of refuse from the Areas set out in this clause 6.
- 7.2 The Occupier is responsible for the safe and hygienic storage of any refuse at any of the Areas pending disposal and dispose of such refuse as often as is practicable or reasonably required by the Owner in accordance with the Owner's reasonable requirements.
- 7.3 The Occupier will not allow refuse or litter to accumulate in the immediate vicinity of the relevant Area during its occupation of such Area.
- 7.4 If at any time the Occupier is permitted by the Owner to use any common refuse disposal facilities, the Occupier shall observe all requirements and directions imposed by the Owner relating thereto.

8. **OCCUPATION OF THE LOCATIONS**

This Licence is personal to the Occupier and is not capable of being assigned to any other person, except that the Occupier may assign to any of its Affiliates.

9. **AREA RESERVATION PROCESS**

- 9.1 The Occupier will provide the Owner with not less than 3 days' notice by email (a "**Reservation Notice**") of its intention to occupy an Area on any calendar day (a "**Proposed Event Day**"). Where reasonably practicable, the Occupier shall provide greater notice. Each Reservation Notice shall identify (a) the relevant Area(s) and (b) the hours on the Proposed Event Day that each Area is required by the Occupier.
- 9.2 The Owner shall promptly (and in any event within 48 hours of receipt of each Reservation Notice) either (a) confirm the reservation(s) detailed in such Reservation Notice; (b) propose an alternative date and/or time for any reservations(s) detailed in such Reservation Notice by email to the Occupier (such alternative date or time being subject always to agreement with the Occupier); or (c) reject any reservations detailed in such Reservation Notice, in each case by email to the Occupier. Once a reservation has been confirmed it may not be cancelled by the Owner except in the case of emergency.

- 9.3 The Occupier shall be entitled to cancel any reservation (either in full or for one or more Areas) without payment of any Licence Fee or other costs or expenses by providing notice by email to the Occupier by no later than 5pm on the day prior to the Event Day.
- 9.4 This Licence does not commit the Occupier to any minimum number of Event Days and the Owner agrees that it is entering into this Licence without any expectation as to a minimum amount of business, revenue or profit from the Occupier.
- 9.5 For the purposes of this clause 9 only, notices may be provided to the Owner by email to the Owner's email address and to the Occupier by email to the email address from which the relevant Reservation Notice was transmitted (or, in each case, such alternative email address as may be notified to the other party in writing for such purpose).

10. **FIRE AND SAFETY REQUIREMENTS**

10.1 The Occupier is to:

- 10.1.1 comply with all current fire safety regulations and any reasonable requirements or recommendations of the Owner or the Owner's insurers to lessen the risk of fire or relating to fire safely;
- 10.1.2 provide to the Owner the name address and telephone number of the principal employee of the Occupier in charge of the Occupier's activities at each Area; and
- 10.1.3 comply with any instructions issued by the Owner pursuant to security alerts.

11. **LIABILITY**

Each party (as applicable, the "**Indemnifying Party**") will defend, indemnify, and hold harmless the other party (the "**Indemnified Party**") and its Affiliates, and their respective directors, officers, employees, representatives and agents from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "**Claim**") to the extent such Claim is based on any actual or alleged breach of any term of this Licence by the Indemnifying Party or the negligence or wilful misconduct of the Indemnifying Party. In no event will (a) either party be under any liability whatsoever to the other (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and / or business opportunity, loss of anticipated earnings or savings, loss of production or for any indirect, special, punitive or consequential loss or (b) either party's total liability for all claims arising out of or related to this Licence (whether in contract, tort or otherwise) exceed £50,000. The limitations of liability in this clause do not apply to any breach of clause 15 (*Confidentiality*). Nothing in this clause shall limit or exclude either party's liability for any matter in respect of which it would be unlawful for a party to exclude or restrict liability.

12. **NOTICES**

- 12.1 Any notice or other communication required to be given under this Licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:
- a) to the Owner at its registered office and marked for the attention of the Owner's point of contact with a copy by email to the Owner Contact email address;

- b) to the Occupier at its registered office marked for the attention of the Legal Department with a copy sent by email to emea-ops-lease-notices@amazon.com and treasuretruck-ukrealestate-notices@amazon.com,

or as otherwise specified by the relevant party by notice in writing to each other party.

12.2 Any notice or other communication shall be deemed to have been duly received:

- a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- b) if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second working day after posting; or
- c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. **EMBARGOED ENTITIES**

The Owner warrants that the Owner and, to the Owner's knowledge, its financial institutions are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

14. **ANTI-CORRUPTION**

The Owner acknowledges the Occupier's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the "**Code**") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. The Owner represents and warrants that neither it nor any employee, agent or any member, partner, Affiliate, director, officer, servant or any party acting on its behalf will (a) undertake, cause, or permit any act which would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or (b) make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favour of the Occupier in connection with any services provided by the Owner under this Licence. The Owner will report promptly to the Occupier all pertinent facts relating to any improper solicitation, demand or other request for a bribe, improper gift or anything of value, made by any party in connection with any activities performed by the Owner pursuant to this Licence. The Owner will fully assist and cooperate with any investigation of actual or suspected breach of this clause.

15. **CONFIDENTIALITY**

15.1 Subject always to clause 15.2 below, the Owner will:

- 15.1.1 protect and keep confidential the existence of this Licence, its terms and conditions, and any other information obtained from the Occupier in connection with this Licence that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to the technology of

the Occupier or its Affiliates, Visitors, Occupier Personnel, business plans, marketing activities and/or finances) ("**Confidential Information**");

15.1.2 use such Confidential Information only for the purpose(s) for which it was originally disclosed to it and in any case only for the purpose of fulfilling its obligations under this Licence; and

15.1.3 only disclose such Confidential Information to its employees or subcontractors on a "need to know" basis, and will ensure all employees and subcontractors comply with this clause as if they were party to it.

15.2 The Owner may disclose Confidential Information which would otherwise be subject to clause 15.1 if such disclosure is required by law (including without limitation pursuant to the Freedom of Information Act 2000) or by order of a court of competent jurisdiction or pursuant to a legally binding order or direction of a competent tax, fiscal or other regulatory authority.

15.3 The Owner will not do anything that suggests or implies that the Occupier's activities (including, without limitation, the Authorised Use) is a co-branded or co-sponsored initiative between any Amazon entity and the Owner. The Owner will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the Occupier or any of its Affiliates in any manner without prior written authorisation of such use by the Occupier. The Owner will not issue any press release or publicity relating to the Occupier, the Occupier's activities (including, without limitation, the Authorised Use) or this Licence or reference the Occupier or its Affiliates in any brochures, advertisements, client lists or other promotional materials, in each case without prior written authorisation by the Occupier. Neither the Occupier nor any of its employees, contractors, subcontractors, representatives and agents will, without the prior written authorisation of the Occupier, take any pictures, videos or recordings of Occupier Personnel, Visitors or the 'Treasure Truck' activities for commercial purposes, other than security footage taken in the Occupier's ordinary course of business (in which case such footage will be used solely for security purposes).

16. **CONTAMINATION**

Notwithstanding any other provision of this Licence, it is acknowledged and agreed between the parties that (a) the Occupier has no liability under the terms of this Licence (including any repairing obligation or statutory requirement) or otherwise howsoever arising in connection with any contamination or hazardous materials not caused by the Occupier or a third party acting with the authority of the Occupier ("**Third Party Contamination**"); and (b) the Occupier is not required by this Licence or otherwise to take any steps to investigate, limit, contain, prevent, monitor, mitigate, remove, remedy or abate Third Party Contamination or pay or contribute towards the cost of doing so.

17. **TERMINATION**

17.1 This Licence shall end on the earliest of:

a) the expiry of not less than 60 days' prior written notice given by the Occupier to the Owner or the Owner to the Occupier (as applicable); and

b) the expiry of any notice given by the Owner to the Occupier at any time of any material breach of any of the Occupier's obligations contained in clause 4 (*Occupier's Obligations*), provided that a breach of this Licence will not be considered material until the Occupier is given notice of its breach and fails to cure within 30 days of such notice. If the breach remains uncured following this 30-day cure period, the Owner may terminate this Licence upon written notice to the Occupier.

17.2 Notwithstanding any termination of this Licence, the Owner shall remain obligated to provide the Areas for any Event Days agreed prior to termination. Termination is without prejudice to

the rights of either party in connection with any antecedent breach of any obligation subsisting under this Licence.

17.3 Clauses 11, 15, 17.3 and 18 will survive the termination of this Agreement by either party.

18. MISCELLANEOUS

18.1 The Occupier shall not be entitled to any compensation under the Landlord and Tenant Act 1954 upon determination of this Licence.

18.2 Nothing in this Licence shall imply or warrant that any Area may lawfully be used for the Authorised Use and the Occupier acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Owner and the Owner shall not be obliged to keep the Locations open.

18.3 The relationship between the parties is non-exclusive and this Licence does not prevent or limit either party from entering into the same or similar relationships with third parties. Nothing in this Licence is to be construed as creating an employment, agency, partnership, joint venture relationship, or any other relationship between the parties, and neither party will be entitled to act on behalf of or bind the other in any manner.

18.4 This Licence may be executed by facsimile or by electronic signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

18.5 This Licence constitutes the complete and final agreement of the parties regarding the subject matter of this Licence. Except as provided in this Licence, this Licence may not be amended, suspended, superseded or otherwise modified except by a written instrument, expressly identifying the modifications made and signed by the authorised representative of each of the parties.

18.6 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

18.7 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

SIGNING

The parties agree that this Licence shall take effect on the date set out in the Particulars.

Owner

Occupier

REDACTED

REDACTED

**SCHEDULE 1
ORIGINAL LOCATIONS**

The original Locations are as follows:

#	Short Name of Location	Full Address	City	Licence Fee per completed Event Day
1	TBC	TBC	TBC	REDACTED
2				
3				
4				
5				
6				

**SCHEDULE 2
LOCATION UPDATE SHEET**

NOTE: the below form of Location Update Sheet is intended to be completed by Amazon and communicated to the Owner as an attachment to an e-mail.

LOCATION UPDATE SHEET

In accordance with and subject to the TfL 94499 - Licence to Occupy dated _____, 2019 between Transport for London and Amazon UK Services Ltd, we hereby request the use of the following Company Locations on the terms and conditions set forth below:

#	Short Name of Location	Full Address	City	Licence Fee* per completed Event Day
1				
2				
3				
4				
5				
6				

* If any Licence Fee is payable, clearly stipulate it in this column.

** To accept these terms, please reply to the e-mail containing this Location Update Sheet by writing APPROVED in the body of the reply email

*** For each new location, a Plan may be attached to this Location Update Sheet and marked "Plan" or separately agreed between the parties as depicting details of the relevant Area.

This request will expire if you have not accepted its terms by: _____

Once accepted, the rates set forth in this Location Update Sheet will continue to apply to the relevant Location until otherwise modified in a subsequent Location Update Sheet.

SCHEDULE 3
PICK-UP OPERATIONAL OBLIGATIONS

Party Allocated to	Process	Obligation
Owner	Delivery and collection access	Make available a vehicle accessible area for the Occupier or any third party delivery/collection agent(s) of the Occupier to drop off and pick-up Treasure Truck pick-up cart(s), inventory and any ancillary materials at/from the relevant Location.
Owner	Equipment collection and storage	Take delivery of the Treasure Truck cart(s), inventory and any ancillary materials from the Occupier or any third party delivery agent(s) of the Occupier and store the same in a secure area pending arrival of Occupier Personnel.
Owner	At-Location transport facilities	Make available a suitable ramp or lift for use by the Occupier Personnel to transport Treasure Truck cart(s), inventory and any ancillary materials safely to and from the relevant secure area at the Location to the Pick-up Area.
Occupier	Pre-event equipment movement	Collect and move the Treasure Truck cart(s), inventory and any ancillary materials safely from the relevant secure area at the Location to the Pick-up Area.
Occupier	Post-event equipment movement	Move the Treasure Truck cart(s), inventory and any ancillary materials safely from the Pick-up Area to the relevant secure area at the Location.
Owner	Post-event equipment storage and movement	Store the Treasure Truck cart(s), inventory and any ancillary materials in the secure area at the Location following the event and transfer the same to the Occupier or any third party collection agent(s) of the Occupier upon collection.