

Private & Confidential

Dated 28 October 2014

PROXIMA GR PROPERTIES LIMITED (1)

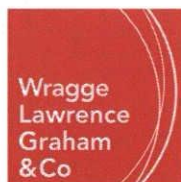
AND

TRANSPORT FOR LONDON (2)

Lease

of

Land at Messant Close, Romford



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THIS LEASE is made the

28 October ✓

2014

BETWEEN:

(1) **PROXIMA GR PROPERTIES LIMITED** incorporated in England and Wales with company number 03829939 and registered office at Molteno House, 302 Regents Park Road, London, N3 2JX ("the Landlord")

(2) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London, SW1H 0TL ("the Tenant")

WHEREBY IT IS AGREED as follows:

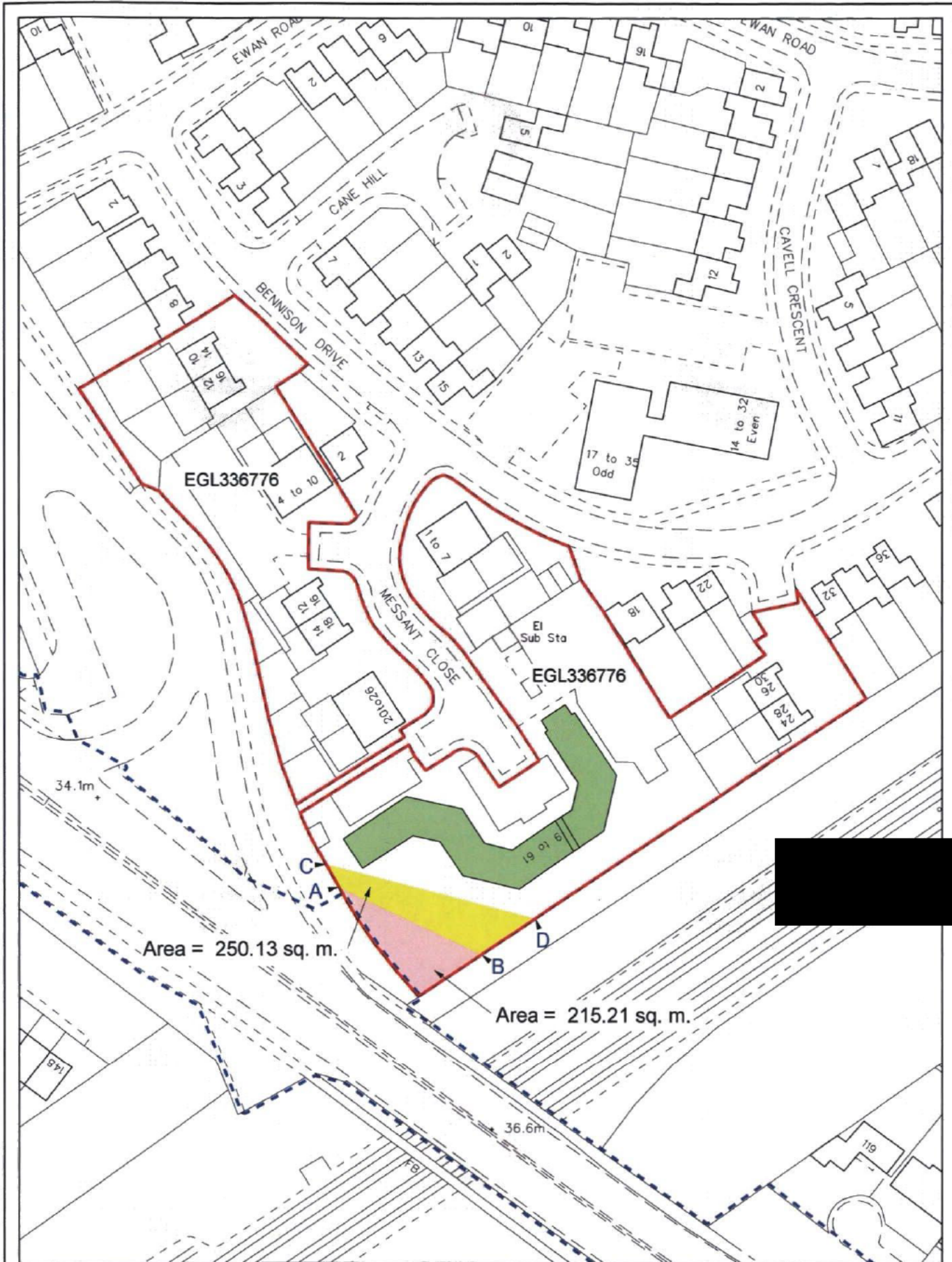
1 INTERPRETATION

1.1 In this Lease unless the context otherwise requires:

- (a) words importing any gender include every gender
- (b) words importing the singular number only shall include the plural number and vice versa
- (c) words importing persons include firms companies and corporations and vice versa
- (d) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission or direction made or issued under it or under any statute replaced by it or deriving validity from it
- (e) references to clauses are to clauses in this Lease


1.2 In this Lease unless the context otherwise requires the following words shall have the following meanings:

- (a) "**Accommodation Works**" means the works to be carried out as per the Accommodation Works Specification;
- (b) "**Accommodation Works Specification**" means the specification set out in the Schedule to this Lease;
- (c) "**Bridge Works**" means the reconstruction of Ardleigh Green Bridge and associated works;




 Transport for London
 TfL Operational Property
 Commercial Development
 Windsor House
 42-50 Victoria Street
 SW1H 0TL

Land at Messant Close
Harold Wood, Romford RM3


 A4 Portrait

Date :	14/08/2014
Initials :	PS
Drg No. :	AE-AGB-01
Rev :	B
Scale :	1:1000

- (d) **"LTA 1954"** means the Landlord and Tenant Act 1954;
- (e) **"Lease Premium"** means £1;
- (f) **"Legislation"** means all Acts of Parliament and other public or local legislation having legal effect in the United Kingdom together with:
 - (i) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation;
 - (ii) any European directive or regulations and rules having the force of law in the United Kingdom;
 - (iii) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over works being carried out pursuant to this Lease.
- (g) **"Plan"** means the plan attached to this Lease with reference AE-AGB-01 Rev B.
- (h) **"Premises"** means the Landlord's premises shown shaded in yellow on the attached Plan.

2 GRANT OF LEASE

2.1 The Landlord grants to the Tenant:

- (a) a right to occupy the Premises exclusively in connection with the Bridge Works and the Accommodation Works;
- (b) a right to carry out works to alter and make additions to the Premises in accordance with the Accommodation Works Specification; and
- (c) a right to bring plant and machinery on to the Premises in connection with the Accommodation Works and the Bridge Works.

3 PERIOD OF THE LEASE

3.1 This Lease shall commence on the date of this Lease for a term of three years unless previously determined.

3.2 Provided the Tenant has complied with clause 5.1(c) (excluding those Accommodation Works at paragraph (c) of the Schedule if planting season constraints apply) then the Tenant may give to the Landlord not less than one (1) week previous written notice at any time terminating this Lease whereupon (provided that the Tenant is not in material breach of any of the terms of this Lease) this Lease shall cease at the expiry of such notice provided that termination of this Lease shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

4 LEASE PREMIUM

4.1 The Tenant shall pay to the Landlord on the date of this Lease the Lease Premium if demanded.

5 FURTHER OBLIGATIONS OF THE TENANT

5.1 The Tenant undertakes with the Landlord as follows:

- (a) to erect a secure, continuous and un-mountable hoarding between points C and D on the attached Plan;
- (b) not to use the Premises for any purpose other than that specified in clause 2;
- (c) to complete all of the Accommodation Works to the reasonable satisfaction of the Landlord (excluding those Accommodation Works at paragraph (c) of the Schedule if planting season constraints apply) within the lease term set out at clause 3.1 (or sooner);
- (d) keep (1) the Premises insured for the usual insured risks with a reputable insurance agency and (2) against public liability and to provide the Landlord with a copy of such insurance policies within seven working days;
- (e) to pay all rates and taxes and other impositions and outgoings payable in

respect of the Premises, its use and any works carried out there;

- (f) to pay all costs (if any) in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Premises for the Tenant;
- (g) to comply with all Legislation relating to the Premises;
- (h) to permit the Landlord upon reasonable prior written notice to the Tenant entry onto the Premises subject to the Tenant's reasonable health and safety requirements for the purposes of inspecting the Premises and the works being carried out;
- (i) at the termination of this Lease (however brought about) to leave the Premises with the Accommodation Works completed (excluding those Accommodation Works at paragraph (c) of the Schedule if planting season constraints apply) and otherwise clean and tidy;
- (j) to use reasonable endeavours to complete the Accommodation Works as soon as reasonably possible after the date hereof and in any event prior to the end of the term of the Lease;
- (k) to not cause or permit to be done in or upon the Premises or any part thereof any act or thing which may be or become a legal nuisance to the Landlord provided that both (1) the Bridge Works and (2) the Accommodation Works shall not constitute a breach of this covenant.

5.2 The Tenant is not permitted to:

- (a) Assign, charge or sublet this Lease; or
- (b) Grant any rights or interests over the Premises provided that persons authorised by the Tenant shall be permitted to enter the Premises and exercise the rights granted at clause 2 of this Lease.

6 RE-ENTRY AND FORFEITURE

6.1 The Landlord may re-enter the Premises (or any part of the Premises in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after being formally demanded;
- (b) any breach of any condition of, or tenant covenant, in this lease.

6.2 If the Landlord re-enters the Premises (or any part of the Premises in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

7 EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

7.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) the Tenant made a declaration dated *28 October 2016.* in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

7.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

Schedule – Accommodation Works

The following works are to be carried out on the Premises:

- (a) The restoration of the Premises to provide a gradient from the existing ground level up to highway level along the line A – B on the attached Plan. Soils and fill appropriate for these works shall be used and the surface restored with a good quality garden turf to the reasonable satisfaction of the Landlord;
- (b) The erection of a new 1.8 metre high close-boarded boundary fence to the appropriate BSS on 100mm x 100mm timber posts with timber gravel boards at the top of the new batter along the continuous boundary marked C-A-B--D on the attached Plan; and
- (c) The planting of trees and shrubs in accordance with a planting scheme (to be agreed between the parties acting reasonably) upon the Premises.

SIGNED by the **Landlord** in)

the presence of:



SIGNED by the **Tenant** in)

the presence of:

)