

Revenue Collection Services

Schedule 21.3 – Baker Street Lease

TfL RESTRICTED

Restricted to: TfL Group, Contractor Group and Consultants with NDA

Copyright Transport for London 2014

DATED _____ [.]

LONDON UNDERGROUND LIMITED

-and-

TRANSPORT TRADING LIMITED

-and-

[]

LEASE

-of-

Baker Street central computer room
one referred to as "Baker Street
Lease" as referred to in the Revenue
Collection Contract made between the
same parties

1 Prescribed Clauses

LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[•]

LR2.2 Other title numbers

[•]

LR3. Parties to this lease

Landlord

London Underground Limited (Company number 1900907) of Windsor House, 42-50 Victoria Street, London SW1H 0TL

Tenant

[COMPANY NAME]

[REGISTERED OFFICE ADDRESS]

[COMPANY REGISTERED NUMBER]

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 2.9 of this Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in clause 2.5 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in paragraph 2 of the Third Schedule of this Lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in paragraph 3 of the Third Schedule of this Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

2 Particulars

This Lease incorporates the following Particulars:

- 2.1 Date:
- 2.2 LUL: LONDON UNDERGROUND LIMITED (company registration no. 01900907) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL. and "LUL" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term.
- TTL: TRANSPORT TRADING LIMITED (company registration no. 03914810) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL.
- 2.3 Contractor: [] (company registration no. []) whose registered office is at [] and "the Contractor" includes any successor in title.
- 2.4 Contract: The contract made [] 2014 between TTL and the Contractor entitled []
- 2.5 Term: 10 years (determinable as herein provided) from and including the date hereof.
- 2.6 Rent: [REDACTED]
- 2.7 Insured Risks Fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped there from riot, civil commotion, malicious damage, bursting or overflowing of water tanks, apparatus or pipes.
- 2.8 Inventory (If any) the inventory of furniture, fixtures, fittings and other items owned by LUL at the Property annexed hereto.
- 2.9 Property: The Baker Street central computer room and more particularly described in the First Schedule, excluding Conduits not exclusively serving the Property but including:
- (a) the inner surface of and the decorative finishes applied to the interior of the exterior walls of the Property (but not any other part of the exterior walls and apart from any Contractor's Conduits);
 - (b) the floor finishes but so that the lower limit of the Property includes such finishes but does not extend to anything below them (apart from any Contractor's Conduits);

- (c) the decorative finishes applied to the underside of the ceiling of the Property but no other part of that ceiling (apart from Contractor's Conduits), but, without prejudice to the foregoing, the Property includes all of any false ceiling and the void between any false ceiling and the true ceiling and no airspace above the Property;
- (d) the inner half, severed medially, of the internal walls dividing the Property from Adjacent Property;
- (e) the windows and window frames (if any) and door and door frames and door locks;
- (f) any additions or improvements to the Property;
- (g) any furniture fixtures and fittings and/or other items owned by LUL at the Property detailed in the Inventory; and
- (h) any Contractor's Conduits, and

"Property" includes, in the absence of any specific provision to the contrary, any and every part thereof.

- 2.10 Schedule of Condition The Schedule of Condition of the Property annexed hereto.
- 2.11 Adjacent Property All or any part of any land building structure or works in which LUL has any estate or interest which is adjacent below above or neighbouring the Property.

3 Definitions and Interpretation

In this Lease, unless the context otherwise requires:

- 3.1 **"Conduits"** means all media for the supply or removal of heat electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;
- 3.2 **"this Lease"** means this Lease and any document expressed to be supplemental to this Lease or granted pursuant to this Lease;
- 3.3 every obligation in this Lease which prohibits the Contractor from doing something includes an obligation by the Contractor not to permit or suffer that thing to be done;
- 3.4 references to paragraphs in a Schedule to this Lease are to paragraphs in that Schedule (unless the context provides otherwise);
- 3.5 clause and paragraph headings to this Lease shall not affect its interpretation;

- 3.6 unless otherwise specifically stated or the context otherwise requires, words defined in the Contract shall have the same meanings in this Lease; and
- 3.7 references to any of the parties in this Lease shall include the successors and permitted transferees and assigns of such parties (including individuals, bodies corporate, unincorporated associations and partnerships and any other person having legal capacity).

4 Demise

LUL demises to the Contractor the Property, subject to the burden of the rights, obligations and other matters affecting the Property referred to in the registers of the titles listed in the Second Schedule hereto and any other rights, easements, quasi-easements, privileges, restrictions, covenants, stipulations, agreements, declarations or other matters of whatever nature affecting the Property for the Term at the Rent, on the conditions and subject to the provisions of the Third Schedule hereto.

5 Construction of this Lease

The parties agree that, as this Lease is supplemental to the Contract, the provisions of the Contract, including their respective obligations under the Contract, shall be of primary importance when the terms of this Lease are being construed.

6 Conflicts

The parties to this Lease agree that, insofar as there may be any inconsistency between any term of this Lease and any term of the Contract, then the term in this Lease shall be construed so far as possible so as to give full effect to the terms of the Contract and the intentions of the parties to this Lease as expressed in the Contract, and where the inconsistency shall be between a less specific/detailed provision in the Contract or the Lease and a more specific/detailed provision in the other document, then the more specific/detailed provision shall prevail but shall still be construed so far as possible, so as to give full effect to the terms of the Contract and the intentions of the parties to this Lease as expressed in the Contract.

7 Covenants

LUL covenants with the Contractor and the Contractor covenants with LUL and TTL to perform and observe the obligations and conditions on their respective parts to be observed and performed as herein contained.

8 Certificates

The parties certify that this tenancy is a new tenancy within the meaning of section 1 of the Landlord and Tenant (Covenants) Act 1995.

IN WITNESS whereof each of the parties hereto have caused this lease to be executed as a deed as of the date first before written.

THE FIRST SCHEDULE

The Property



THE SECOND SCHEDULE

Title Numbers [104752 and 149287].

THE THIRD SCHEDULE

1 Exclusion of Sections 24 to 28 of the Landlord And Tenant Act 1954

- 1.1.1 LUL served on the Contractor a notice dated [] in accordance with section 38A(3)(a) of the Landlord and Tenant Act 1954.
- 1.1.2 A statutory declaration dated [] was made by the Contractor or a person duly authorised by the Contractor in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954.
- 1.1.3 The parties agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease.

2 Rights Granted

This Lease is granted with the following rights, which are subject to and on the terms set out in the Contract (in particular the Schedule of the Contract relating to Access):

- 2.1 rights (so far as LUL is able to grant the same and subject to variation as provided in paragraph 3.3 and subject to temporary interruption for installation, construction, connection, inspection, testing, repair, maintenance, renewal, capping off, infilling or removal activities by LUL, TTL or their respective agents or contractors) over the Adjacent Property (in common with LUL, TTL and any other person from time to time authorised by LUL, TTL or otherwise entitled to rights in relation to the subject matter of the grant):
 - 2.1.1 to the free passage and running of any existing water, electricity, telecommunications and other services and supplies to and/or from (as the case may be) the Property in and through any existing Conduits in the Adjacent Property during any period that they are

- not adopted or public Conduits and to the extent that they serve the Property for the relevant types of services or supplies;
- 2.1.2 for the purposes only of performance of its obligations under the Contract to install and thereafter use, maintain and renew the Contractor's Conduits in the floor of the Property or the Adjacent Property;
- 2.1.3 of support for the Property as enjoyed at the date of this Lease from Adjacent Property, but this right shall exclude any right to enter on any Adjacent Property;
- 2.1.4 to use the staircase edged green on the plans annexed hereto for the purpose of escape in the case of emergency only and for practice drills;
- 2.1.5 to enter onto the roof of the building of which the Property forms part, in order to repair, renew and replace the air conditioning units serving the Property situated on the roof of the building and thereon marked "Baker Street Unit"; and
- 2.1.6 to pass at all times over the Adjacent Property along such route as may be designated by LUL from time to time for the purposes of giving access to and from the Property from the highway.

3 Matters Excepted out of this Lease

This Lease is granted subject to the following rights excepted and reserved to the TTL Group (which for the avoidance of doubt includes LUL and TTL) and any other person from time to time authorised by the TTL Group or otherwise entitled to like rights (the rights being subject to and on the terms set out in the Contract):

3.1 Conduits

the right upon giving reasonable notice (except in emergency) to install, construct, retain, connect into, inspect, test, repair, maintain, renew, cap off, infill and remove any Conduits (excluding the Contractor's Conduits and those Conduits relating to the System) on, in, over, or under the Property for any purpose, provided that LUL or the relevant member of the TTL Group, as the case may be, shall take all reasonable steps to ensure provision of Services by the Contractor is not thereby adversely affected;

3.2 Entry upon the Property

the right in accordance with the terms of the Contract (in particular the Schedule in the Contract relating to Access), but in any event causing as little inconvenience as possible:

- 3.2.1 to enter upon and have access to and egress from the Property at all times for all purposes in connection with the Contract;
- 3.2.2 to pass through the Property to gain access to and from Adjacent Property; and
- 3.2.3 to use and exercise the rights and powers in respect of the Property reserved under the Contract;

3.3 Variation of rights granted

the right in accordance with the terms of the Contract to vary, reduce or extinguish any of the rights expressly granted to the Contractor under this Lease;

3.4 Services through Conduits

the right to the free passage and running of water, surface water, sewage, drainage, soil, gas, electricity, telecommunications and other services and supplies to and from the Adjacent Property, from and to the public highway, in and through the Conduits (excluding the Contractor's Conduits) which may at any time be in, on, over or under the Property;

3.5 Wayleave grants

subject to the proviso contained in clause 3.1 hereof, the right to grant (as binding the Contractor and any other person having an interest in the Property) wayleaves, easements, or licences to any public or local authority or utility company or other company or persons, together with the right to retain the benefit of these including rents, fees or other payments under them (except for any compensation for damage which relates to damage suffered or to be suffered by the Contractor);

3.6 Works by LUL

subject to the proviso contained in clause 3.1 hereof, the right to carry out any works required by LUL (for the purposes of LUL's undertaking) at any part of the Property;

3.7 LUL's and its contractors' and agents' equipment

subject to the proviso contained in clause 3.1 hereof, the right in accordance with the terms of the Contract to locate, relocate, maintain, inspect, use at and remove from the Property equipment belonging to any member of the TTL Group or any contractor or agent;

3.8 Works upon and use of Adjacent Property

subject to the proviso contained in clause 3.1 hereof, full right and liberty from time to time to (and to authorise others to) retain, inspect, repair, maintain, test, develop, build, rebuild, renew, alter, demolish or execute any other works at any Adjacent Property (including the laying of foundations piling supports and columns) and to use or otherwise deal with any Adjacent Property for any purpose and in any manner whatsoever;

3.9 Support shelter and protection

rights of support, shelter and protection from the Property for the Adjacent Property;

3.10 Ventilation for the Adjacent Property from the Property

subject to the proviso contained in clause 3.1 hereof, the right to extract and/or expel air (so far only as the same shall not be injurious to the environment) from and/or onto the Property;

3.11 Emergency Closure

the right at any time to determine (in its absolute discretion) whether a situation at the Property is an emergency and in such case of emergency to temporarily close the Property and/or instruct the Contractor to temporarily close the Property to the Contractor's staff agents and/or contractors, and for the duration of such an emergency any member of the TTL Group may take control of the Property in the interests of safety, provided that the exercise of such rights shall be in accordance with the Contract; and

3.12 Entry upon the Property to collect furniture, fixtures, fittings and other items

the right to remove from the Property all furniture, fixtures, fittings and other items at the Property to the extent only that the same do not appear in the Inventory (and/or do not belong to the Contractor and/or its sub-contractors) and in connection with such removal the right to enter upon and have access to and egress from the Property in both cases, at all times subject to as little inconvenience as possible being caused.

4 The Contractor's Obligations

4.1 Rates

4.1.1 The Contractor shall not without first obtaining LUL's prior written consent take any action which would or might result in any change in the level of rating of the Property or the Property being or becoming separately assessed for property rates.

4.1.2 The Contractor shall promptly notify LUL of and deliver to it any demand for property rates and any document relating to such demand received by it from time to time and shall if so required by LUL make or join LUL in making such representations to the rating authority as LUL may require.

4.2 The services to the Property

To observe all present and future requirements of the supply authorities in respect of the Property and to take all reasonable measures to avoid waste of any un-metered water, electricity or other services at the Property.

4.3 Costs of LUL under the Lease

To pay the expenses which LUL incurs in connection with preparing and serving notice of default in respect of the Contractor obligations under this Lease.

4.4 Rent

To pay the Rent (if demanded) on each anniversary of the date of this Lease.

4.5 Use

To use and operate the Property only in accordance with the terms of the Contract and not to use the Property or any part thereof for storage purposes (other than the storage of tools and spares) and not to do on or use the Property for anything which is immoral, offensive or a cause of damage, annoyance or nuisance to LUL, the TTL Group or their respective employees, agents, contractors, tenants or other occupiers or users of Adjacent Property or the neighbourhood of the Property.

4.6 Town and Country Planning

4.6.1 Not to make any application for planning permission or for a determination that planning permission is not required in respect of the Property or in respect of any change of use of the Property without the prior consent in writing of LUL under this paragraph 4.6.1, such consent not to be unreasonably withheld, in the case of

a change of use or works permitted by LUL in accordance with the provisions of the Contract.

- 4.6.2 Not to make any alteration or addition to or change of use of the Property before all necessary planning permissions have been obtained.

4.7 Maintenance and condition of the Property

- 4.7.1 To maintain the Property in the same state of repair and condition as at the date of this Lease as is evidenced by the Schedule of Condition (damage by Insured Risks excepted save to the extent that insurance monies are irrecoverable due to the act or default of the Contractor and its employees, agents, contractors, tenants or visitors).
- 4.7.2 Subject to clause 4.7.1, to maintain the Property in a clean and tidy condition and not to do anything which would cause the Property to be unsafe.

4.8 LUL to be able to enter to remedy defects

- 4.8.1 If the Contractor:
- 4.8.1.1 fails to do any work which this Lease requires it to do and LUL gives the Contractor written notice to do it, the Contractor is to comply within a reasonable time having regard to the nature and extent of the works involved, failing which LUL may enter in accordance with the terms set out in the Contract (in particular the Schedule in the Contract relating to Access) and carry out the work, and the Contractor shall pay to LUL on demand the costs and expenses properly incurred in carrying out such work; or
- 4.8.1.2 becomes aware of any defect or item of disrepair for which LUL may be or become liable under the Defective Premises Act 1972 or for the remedy of which LUL may be responsible, the Contractor shall notify LUL in writing forthwith and allow LUL to enter in accordance with the terms set out in the Contract (in particular the Schedule in the Contract relating to Access) to remedy any such defect or item of disrepair.
- 4.8.2 If LUL becomes aware of any defect or item of disrepair for which LUL may be or become liable under the Defective Premises Act 1972 or for the remedy of which LUL may be responsible, then the Contractor is to allow LUL or its nominee to enter in accordance with the terms set out in the Contract (in particular the Schedule in the Contract relating to Access) to remedy any such defect or item of disrepair.

4.9 Alterations

- 4.9.1 Not to make any structural alteration or addition to the Property.
- 4.9.2 Without prejudice to paragraphs 4.19:
- (a) the Contractor shall not make any non-structural alteration or addition to the Property without the prior written approval

of the TCM (such approval not to be unreasonably withheld or delayed) and any approved works shall be carried out in accordance with best practice and in accordance with the plans and specifications first approved in writing by the TCM (such approval not to be unreasonably withheld or delayed). The works shall be completed to the satisfaction of the TCM and any authority having jurisdiction and shall be planned and carried out so far as possible in a manner which minimises disturbance or nuisance to neighbouring premises. The Contractor shall not be relieved of any obligations to provide the Services under the Contract by virtue of any such works;

- (b) where indicated as a condition of approval for any works, the Contractor shall on or before the end of this Lease (by effluxion of time or otherwise) remove any alterations or additions to the Property and reinstate the Property to at least as good a condition as it was in before such alteration or addition (fair wear and tear excepted); and
- (c) the Contractor shall not carry out any works at the Property which in the opinion of the TCM (whose opinion shall be final) might adversely affect LUL's signalling on the Transport Network.

4.10 Encroachments by Third Parties

- 4.10.1 Not to stop up or obstruct any window or other opening at the Property other than as necessary for safety or security purposes (when this shall be notified to LUL).
- 4.10.2 To prevent any encroachment upon the Property or the acquisition of any right or easement against the Property.
- 4.10.3 Not to give to any third party any acknowledgement that the Contractor enjoys the access of light or air to any of the windows or openings in the Property by the consent of that third party or to pay any monies to or enter into any agreement with that third party for the purpose of inducing or binding it to abstain from obstructing the access of light or air to any such windows or openings.
- 4.10.4 Immediately the Contractor is aware of any of them, to give notice in writing to LUL of anything done or threatened by a third party which obstructs or would obstruct the access of light or air to any window or opening in the Property and of any encroachment threatened or made or any attempt to acquire any right or easement.
- 4.10.5 If the Contractor fails in any respect to comply with this paragraph 4.10, then it shall be lawful for LUL to enter the Property for the purpose of taking such steps as LUL deems expedient and where this is necessary for LUL to establish a locus standi or appropriate for any other legal reason to bring all such actions and proceedings as LUL thinks fit in the name of the Contractor.

4.11 Excavations

Not to carry out any excavation at the Property or to do anything at the Property which in either case will or might endanger the safety or stability of the railway or of any Adjacent Property.

4.12 Alienation

That there shall be no assignment, transfer, subletting, underletting or parting with the whole or any part of the Property but so that this requirement shall not prevent the sharing of occupation of the whole or part of the Property with any third party (including any sub-contractors or members of the Contractor Group), for the performance of obligations under the Contract provided that no landlord and tenant relationship is thereby created between the Contractor and such third party.

4.13 Notices received to be sent to LUL

To supply to LUL and the TCM a copy of any notice, order, direction, licence, consent or permission (or proposal for these) relating to the Property, its use or occupation as soon as possible after receipt, and if so required by LUL and at LUL's cost, to make or join LUL in making such objections or representations against or in respect of any such matters.

4.14 Yielding up

At the determination of the Term, to yield up to LUL the Property in accordance with the Contract and in such repair and condition as required by the terms of this Lease, fair wear and tear excepted, the Contractor having removed all of the Contractor's furniture and equipment and the Contractor to make good sufficiently so as to remedy any structural damage caused by such removal.

4.15 Defects in the Adjacent Property

If the Contractor becomes aware of any defect on the Adjacent Property or any matter on the Adjacent Property which may be or become offensive or a cause of danger, damage or nuisance to the Contractor or to LUL or to the TTL Group or to any occupier of any part of the Property or the Adjacent Property or to the public, the Contractor shall notify LUL and the TTL Group orally as soon as practicable (and as soon as reasonably practicable in writing thereafter), but the Contractor shall not be liable to LUL in the event of failure so to notify LUL or the TTL Group for any loss suffered by LUL or the TTL Group as a result of such defect or matter.

4.16 Ventilation

Not to adversely interfere with the proper operation and effectiveness of any facilities for the ventilation of the Property or the Adjacent Property.

4.17 Adjacent Structures and premises

The Contractor shall not in any way interfere with or alter or remove or lessen any support or protection provided to any of LUL's structures or premises.

4.18 Services

The Contractor shall not in any way interfere with or alter any of LUL's services which run through, under, across or over the Property (including those running through Conduits) without LUL's prior written consent.

4.19 Additional Requirements

- (a) Any fire compartmentation arrangements at the Property shall be maintained by the Contractor and when reasonably required by LUL, new or altered fire compartmentation arrangements shall be applied by the Contractor to the Property.
- (b) Discharges from the Property to LUL's services or Conduits, including drainage systems and ventilation systems, shall be limited to the forms and volumes as may be notified from time to time by the TCM to the Contractor, and the Contractor shall not discharge any smoke, foul air or water that is non-compliant with the drainage authority requirements.
- (c) The Contractor shall not do or keep on the Property anything which may adversely affect any Adjacent Property.
- (d) The Contractor shall keep all doors and other access points opening onto the Adjacent Property secured and finished in such manner (including signs or labels) as may from time to time be required by LUL.

4.20 Structure

The Contractor shall not overload or do anything which would exceed the capacity (with a due margin for safety) of the structural parts of the Property or the works or structures or subsoil upon which it relies.

5 LUL'S Obligations

5.1 Quiet Enjoyment

Subject to the provisions of the Contract and the other provisions of this Lease and subject to the Contractor performing and observing its obligations under this Lease and the Contract, the Contractor shall quietly enjoy the Property without any interruption by LUL or any persons lawfully claiming through under or in trust for LUL, provided that the proper carrying on by LUL of LUL's business on the Adjacent Property in exercise of and subject to its statutory and common law powers and obligations shall not constitute a breach of this covenant or be in derogation of LUL's grant.

5.2 Services

LUL will assist the Contractor to provide (where reasonably practicable) at the Adjacent Property such new Conduits as the Contractor may reasonably require for the use of the Property.

5.3 Provision of Services

- 5.3.1 LUL shall throughout the Term keep the Adjacent Property in such condition and provide such services and facilities at its own cost as are necessary to enable the Contractor to perform its obligations under this Lease and the Contract.
- 5.3.2 LUL will indemnify the Contractor against any liability imposed or charged upon the Contractor for rates, taxes, duties or outgoings as a result of the Contractor's occupation and use of the Property as permitted by this Lease.

6 Termination

6.1 The Term hereby granted shall cease and determine (but without prejudice to any rights or remedies which may then have accrued to LUL the TTL Group or the Contractor hereunder):

- 6.1.1 on the expiry of not less than six months prior written notice given by the Contractor to LUL, provided that such notice shall not expire before the end of any Handback Period under the Contract; or
- 6.1.2 immediately on the giving of a notice by LUL to the Contractor on or at any time after the relevant End Date (being the date that the Services cease to be provided from the Property); or
- 6.1.3 immediately on the giving of a notice by LUL to the Contractor on or at any time after the determination of the Contract (by effluxion of time or otherwise), provided that such notice shall not expire before the end of any Handback Period under the Contract; or
- 6.1.4 immediately on the giving of a notice by LUL to the Contractor containing or accompanied by a certificate by the TCM certifying that it considers that the Contractor has permanently ceased to use the Property for the purposes of the Contract; or
- 6.1.5 immediately on the expiry of not less than 28 days' prior written notice given by LUL to the Contractor containing or accompanied by a certificate by the TCM certifying that possession of the Property or that part or parts thereof is or are urgently required for the carrying out of repairs (whether on any part of the Property or elsewhere) which repairs are needed for the proper operation of the railway and LUL shall use reasonable endeavours to reduce the effect on the Contractor of determination under this clause 6.1.5 and shall provide (at no cost to the Contractor) such other premises as a replacement for the Property or parts or part thereof to which a notice under this clause 6.1.5 relates to enable the Contractor to provide the Services in accordance with the Contract; or
- 6.1.6 immediately on the later of:
 - (a) the expiry of not less than six months' prior written notice given by LUL to the Contractor setting out LUL's requirements (being one or more of the requirements set out in clause 6.2) for the Property or such parts or part of the Property as LUL shall stipulate (which requirements being contained in a certificate signed by the secretary or a director of LUL shall be deemed conclusive evidence of such requirements); and
 - (b) notification being given by LUL to the Contractor that alternative premises are available immediately to the Contractor (at no cost to the Contractor) for use by the Contractor to enable it to provide the Services in accordance with the Contract such alternative premises being in replacement for the Property or such parts or part thereof to which the notice in clause 6.1.6(a) relates.

6.2 LUL's requirements referred to in clause 6.1.6(a) shall include one or more of the following:

- 6.2.1 the Property or such parts or parts thereof being required for the purpose of LUL's undertaking;
 - 6.2.2 possession of the Property or that part or parts being required for the purpose of carrying out repairs (whether on any part of the Property or elsewhere) which are needed for the proper operation of LUL's undertaking;
 - 6.2.3 the Property or part or parts thereof being required for the purpose of the demolition or reconstruction or redevelopment of the Property or part or parts thereof or for the carrying out of work of construction on the Property or part or parts thereof (whether or not such demolition, reconstruction, redevelopment or work of construction shall be intended to be carried out by LUL itself); and
 - 6.2.4 the Property or any part or parts thereof is required by LUL for any other purpose.
- 6.3 Where alternative premises are to be provided to the Contractor under clause 6.1.5 or 6.1.6(b), LUL shall grant and the Contractor shall accept, a lease of such alternative premises on the same terms as this Lease (mutatis mutandis, including this clause 6 and including provisions to contract such new lease out of the security of tenure provisions of the Landlord and Tenant Act 1954) the term of such new lease to commence on the date which is the day after this Lease is terminated pursuant to clause 6.1.5 or 6.1.6(b) (as the case may be) and is to be for a term equal to the unexpired residue of the Term hereby granted (as at the date of determination).
- 6.4 If LUL duly serves a notice under clause 6.1, the Contractor shall be obliged to yield up the Property in accordance with clause 4.14 with the benefit of vacant possession free of occupation by and of any estate or interest vested in the Contractor or any third party on the date of determination.

7 Other Property and Implied Easements

Nothing in this Lease shall:

- 7.1 confer on the Contractor any right to the benefit of or to enforce any covenant or agreement contained in any other instrument relating to any other property or limit or affect the right of LUL to deal with the Adjacent Property at any time in such manner as may be thought fit (without prejudice to the rights expressly granted to the Contractor under this Lease but subject to the terms of the grants of such rights); or
- 7.2 impliedly confer upon or grant to the Contractor any easement, right, liberty, privilege or advantage other than those expressly granted by this Lease, and the provisions of section 62 of the Law of Property Act 1925 shall not apply in relation to this Lease.

8 How Notices are to be Given

8.1 Notices to Contractor

Any demand or notice required to be made given to or served on the Contractor under this Lease shall be duly and validly made, given or served

if in writing addressed to the Contractor and signed on behalf of LUL or its agent and left at or sent by fax, prepaid recorded delivery or registered post to the registered office of the Contractor or to the Property.

8.2 Notices to LUL

Any notice required to be made, given to or served on LUL under this Lease shall be duly and validly made, given or served if in writing addressed to LUL and signed on behalf of the Contractor and left at or sent by fax, prepaid recorded delivery or registered post to the registered office of LUL and copied to the TCM.

9 Fundamental Agreements

9.1 The parties to this Lease agree and request a Court to take note of this agreement when considering any application for an injunction or for specific performance in respect of a provision of this Lease or for relief from forfeiture of this Lease and more specifically a Court should take note that:

- (a) the parties acknowledge that strict performance by the Contractor of certain of its obligations under this Lease are fundamental to the ability of TTL to perform its statutory duty to provide or secure the provision of public passenger transport services by railway and bus for Greater London and in carrying out that duty to have regard to efficiency economy and safety of operation;
- (b) damages would not be an adequate remedy for breach by the Contractor of those of its obligations under this Lease which materially adversely affect the ability of TTL to perform its statutory duty mentioned in paragraph (a) above and (subject to the Court's discretion) TTL and LUL should be entitled (where applicable) to enforce the Contractor's said obligations by injunction or specific performance (as the case may be);
- (c) any reference to LUL or TTL being required to act reasonably or not to act unreasonably (or any other similar or analogous expression or phrase) shall be construed as if the term of reasonableness was an objective test of the reasonableness (or otherwise) of LUL or TTL (as the case may be) but subject always to the following exception namely that LUL and TTL shall be entitled to take into account and to give such thought as they shall consider proper to TTL's paramount requirement to operate and provide or procure the operation and provision to the general public at all times during the Term of safe, reliable, regular, economic and efficient railway and bus services on the London Underground and Bus network; and

9.2 LUL and the Contractor covenant with each other to procure that on any devolution of the reversion immediately expectant on the Term or on any devolution of this Lease to respectively procure that the third party to whom a devolution is made enters into a deed with the Contractor or LUL and TTL (as the case may be) containing an agreement declaration and request in the terms (mutatis mutandis) of clause 9.1.

10 Insurance

10.1 If the Property is destroyed or damaged by any of the Insured Risks, LUL shall as soon as reasonably practicable rebuild and reinstate the Property

or provide the Contractor with suitable alternative premises at LUL's cost as soon as reasonably practicable and in respect of such alternative premises LUL shall grant, and the Contractor shall accept, a lease of such alternative premises on the same terms as this Lease (mutatis mutandis, including this clause 10 and including provisions to contract such new lease out of the security of tenure provisions of the Landlord and Tenant Act 1954) the term of such new lease to commence on the date that the Contractor occupies such alternative premises and to be equal to the unexpired residue of the Term hereby granted (as at the date that the Contractor takes occupation of the alternative premises).

- 10.2 The Contractor covenants with LUL not to do or omit anything by which any insurance policy relating to the Property or the building of which the Property forms part or any part respectively of them becomes void or voidable or by which the rate of premium on such policy may be increased.
- 10.3 If the whole or any part of the Property or the building of which the Property forms part is damaged or destroyed by any of the Insured Risks during the Term and the insurance money under any insurance policy relating to the Property and/or the building of which it forms part is rendered wholly or partially irrecoverable because of a breach of the Contractor's obligations, the Contractor shall pay to LUL without any delay the whole of the irrecoverable insurance money.

THE COMMON SEAL of)
LONDON UNDERGROUND LIMITED)
was hereunto affixed in the presence of:)

Authorised Signatory

THE COMMON SEAL of)
TRANSPORT TRADING LIMITED)
was hereunto affixed in the presence of:)

Authorised Signatory

EXECUTED as a DEED (but not)
delivered until the date hereof) by)
[])
[] in the presence of the)
directors or director and company)
secretary)

Director
Secretary