

THIS LEASE made on **4 APRIL** 2003

BETWEEN

LONDON UNDERGROUND LIMITED (company registration number 01900907) whose registered office is at 55 Broadway London SW1H 0BD (**LUL**)

INFRACO BCV LIMITED (company registration number 03923496) whose registered office is at 55 Broadway London SW1H 0BD (**Infraco**)

is entered into pursuant to a service contract (the **PPP Contract**) made between LUL and Infraco relating to the provision of infrastructure services in respect of the BCV Network.

INTERPRETATION

1.1 To the extent applicable, the provisions of this Lease shall be interpreted in accordance with clause 1.2 of the Master Definitions Agreement made between LUL, Infraco, JNP and SSL (the **MDA**).

1.2 Words and expressions used in this Lease shall, to the extent applicable and unless defined herein or the context otherwise requires, have the meaning assigned to them in Schedule 2 of the MDA.

1.3 LUL and Infraco agree that the provisions of the PPP Contract and the obligations under it shall be of primary importance when the terms of this Lease are being construed and thus:

- (a) in so far as there may be any inconsistency between any term of this Lease and any term of the PPP 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 PPP Contract and the intentions of the parties to this Lease as expressed in the PPP Contract but where the inconsistency shall be between a less specific/detailed provision in the PPP Contract or the Lease and a more specific/detailed provision in the other document then the more specific/detailed provision shall prevail; and
- (b) references to the PPP Contract shall mean as it may be varied modified or substituted from time to time.

1.4 In this Lease the expression Infraco includes Infraco's permitted successors in title (if any) and the expression LUL includes the estate owner for the time being of the reversion immediately expectant on the Termination of the Lease Term.

DEMISE AND RENTS

2. In consideration of the rent hereby reserved and the covenants on the part of Infraco, LUL demises to Infraco (by way of separate demise of each Relevant Parcel and of the remainder of the Lease Premises respectively)¹ the Lease Premises (in this

¹ Note: omit the words in parenthesis in the case of an Ancillary Lease.

Lease only referred to as **Leased Areas**) together with (for the applicable parts of the Leased Areas and so far as LUL is able to grant them) the rights set out in Part I of the First Schedule and (if any) in the Third Schedule excepting and reserving to LUL and to all other persons from time to time (including without limitation any other Infraco) entitled to them for the applicable parts of LUL's Premises the rights set out in Part II of the First Schedule and (if any) in the Third Schedule to hold them to Infraco subject to the rights of any party pursuant to a Third Party Document and subject to the PFI Contracts and all Title Matters for the Lease Term yielding and paying to LUL the annual rent of one pound.

INFRACO'S COVENANTS

3. Infraco covenants with LUL as set out in the **Second Schedule**.

DEPOT PREMISES

4. The provisions of the **Third Schedule** shall have effect in relation to the Depot Premises.

PROVISOS

5. It is agreed and declared as set out in the **Fourth Schedule**.

GLA ACT CERTIFICATION

6. The parties hereby certify that this Lease is a PPP lease for the purposes of section 218 of the GLA Act.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7. A person who is not a party to this Lease shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

DULY DELIVERED as a **DEED** on the date inserted on page 1.

THE FIRST SCHEDULE

Part I Rights granted

The following rights in common with LUL and all others now or hereafter entitled to the like rights subject to the terms of the PPP Contract, this Lease, the PFI Contracts, the Title Matters and all Third Party Documents:

Access to LUL's Premises

1. Insofar as Infraco cannot reasonably otherwise comply with its obligations under the PPP Contract or any Transaction Document the right to enter other parts of LUL's Premises at all reasonable times and (except in case of emergency) upon reasonable notice and prior appointment with the tenants and occupiers thereof (subject to compliance with any conditions restrictions and provisions affecting the exercise of such rights including any contained in any aforesaid leases or licences granted to tenants and occupiers of other parts of LUL's Premises):

- (i) for the purpose of complying with its obligations under the PPP Contract or any Transaction Document; and
- (ii) for the purpose of inspecting maintaining cleansing repairing renewing and replacing such Conducting Media serving the Leased Areas as are located within other parts of LUL's Premises,

provided that Infraco in exercising such rights shall do so with all due diligence causing as little damage and inconvenience as reasonably possible and so far as reasonably practicable Infraco shall not interfere with other parts of LUL's Premises and shall make good to the reasonable satisfaction of LUL and (as the case may require) consistent with their leases or licences to the satisfaction of any tenants and occupiers of other parts of LUL's Premises thereby affected, all damage or disturbance thereby caused to such other parts of LUL's Premises.

Services

2. To use and (where Infraco is responsible for them pursuant to the PPP Contract) retain all Conducting Media now or hereafter during the Lease Perpetuity Period provided from time to time for the Leased Areas and laid in under or over other parts of LUL's Premises or in under or over any other property across which LUL shall have rights to carry the same for the passage of surface water and sewage from and water gas electricity telecommunications and other services to and from the Leased Areas together with the right (so long as there is sufficient capacity, all Laws are complied with and the supply or discharge (as applicable) of such utility services to and from other parts of LUL's Premises or benefiting any third party are not thereby materially adversely affected) to connect into all Conducting Media within other parts of LUL's Premises let or intended to be let to any other Infraco insofar as LUL can lawfully grant the same.

Rights benefiting LUL's Premises

3. (So far only as they relate to and benefit the Leased Areas and are necessary for the performance by Infraco of its obligations under the PPP Contract) the benefit of the easements rights or privileges benefiting LUL's Premises whether pursuant to any Title Matters, Third Party Documents or otherwise (excluding for the avoidance of doubt the benefit of any payment or capital monies receivable under them) insofar as LUL can lawfully grant the same.

Support and shelter

4. The right of support and shelter for the Leased Areas from other parts of LUL's Premises as presently enjoyed or such other rights of support and shelter as substituted by LUL from time to time but excluding any right to enter other parts of LUL's Premises except as provided in paragraph 1 above.

Use of LUL's Premises

5. The right to occupy and use for the purposes of performance of its obligations under the PPP Contract the rooms and space within the other parts of LUL's Premises more particularly specified and described in the Fifth Schedule subject to the terms and conditions set out in the Fifth Schedule.

Part II
Rights excepted and reserved

Services

1. The free and uninterrupted passage and running of water soil gas electricity telecommunications and other services from and to all other parts of LUL's Premises and any other adjoining or neighbouring land and buildings (whether belonging to LUL or not) through and along all Conducting Media which are now or may hereafter during the Lease Perpetuity Period be in over or under the Leased Areas together with the right to connect into them.

Conducting Media

2. The right to use and retain Conducting Media within the Leased Areas where such Conducting Media serve any other part of LUL's Premises together with the right to enter upon the Leased Areas at all reasonable times (except in case of emergency) for the purpose of inspecting maintaining cleansing repairing renewing and replacing them.

Light and air

3. All rights of light air and other easements quasi-easements and rights (but without prejudice to those expressly granted to Infraco under this Lease) now belonging to or enjoyed by the Leased Areas or which may at any time during the Lease Perpetuity Period be acquired by the Leased Areas from or over the other parts of LUL's Premises or any adjoining or neighbouring land or buildings.

Support and shelter

4. The right of support and shelter and all other easements quasi-easements and rights now belonging to or enjoyed by other parts of LUL's Premises and/or any adjoining or neighbouring land or buildings belonging to LUL or which may at any time be acquired during the Lease Perpetuity Period.

Works to other parts of LUL's Premises

5. To enter upon the Leased Areas or any part thereof and to execute such works and do such things as are necessary for the purpose of inspecting maintaining altering renewing repairing and using the structural supports foundations and piles of any other part of LUL's Premises or from which it derives support or shelter if and to the extent that the foregoing are not the responsibility of Infraco under the PPP Contract.

Works to and use of LUL's Premises

6. Subject, in relation to Operational Property, to the applicable provisions of clause 29 (*Commercial Exploitation*) of the PPP Contract the right at all times during the Lease Term in such manner as LUL may think fit to:

- (a) repair, maintain, test, develop, build, rebuild, renew, alter, demolish or execute any other works on or to any part of LUL's Premises (other than those from time to time demised to Infraco by the Lease or any Ancillary Lease) or under LUL's Premises or on to or under any other adjoining or neighbouring land and buildings (including below and above the Leased Areas) including the right to build on or into any boundary wall of the Leased Areas and make use of any column or support thereof and to erect scaffolding;
- (b) use or deal with such adjoining or neighbouring land and buildings notwithstanding that the access of light or air to the Leased Areas may thereby be diminished or interfered with or prejudicially affected;
- (c) execute any other works at the Leased Areas so far as are reasonably necessary for the exercise of the rights contained in paragraph 6(a) above (including the piling of supports and columns) such right to be exercised in accordance with a programme of works first agreed with Infraco (such agreement not to be unreasonably withheld or delayed);
- (d) carry out on or from the Leased Areas any works which in the reasonable opinion of LUL are necessary for the safe, efficient or proper operation of LUL's undertaking (such right to be exercised where reasonably practicable in accordance with a programme of works first agreed with Infraco (such agreement not to be unreasonably withheld or delayed);
- (e) during the Lease Perpetuity Period install any Conducting Media in over or under the Leased Areas, and alter, relocate or renew any Conducting Media which are now or may hereafter during the Lease Perpetuity Period be in over or under the Leased Areas,

provided that any damage caused to the Leased Areas as a result of the exercise of such rights shall be made good to the reasonable satisfaction of Infraco at the expense of LUL.

Entry to the Leased Areas

7. The right to enter the Leased Areas in so far as not comprised in the Underlease:
- (a) for any purpose connected with an audit by LUL pursuant to clause 15 (*Audit*) of the PPP Contract or in order to exercise LUL Step-in Rights in accordance with the provisions contained in clause 23 of the PPP Contract or for any other purpose contemplated by the PPP Contract;
 - (b) for the purposes of exercising rights or complying with covenants conditions and other matters comprising Title Matters and/or in any Third Party Document and/or in any PFI Contract which are now subsisting or which may hereafter subsist during the Lease Perpetuity Period;
 - (c) for any purpose permitted or required by the PPP Contract or any other Transaction Document.

Rights in same terms as third party rights

8. Rights in the same terms as benefit any third party pursuant to any Third Party Documents and any PFI Contracts (and in the case of Power Project, Project Prestige and Project Connect, pursuant to any other document referred to in the applicable PFI Contract and contemplated as being entered into between LUL and the PFI Contractor) and in relation to any void units within the Leased Areas rights in the same terms as those benefiting the tenant as set out in the Standard Letting Documents.

Lease or Licence of Equipment Airspace

9. The right to grant any licence to occupy to any other Infraco as contemplated by paragraph 6 of Schedule 1.5 to the PPP Contract (*Lease or Licence of Equipment Airspace on another Infraco's Premises*).

Rights for other Infracos

10. All rights necessary to enable LUL to grant rights to any other Infraco for the performance of its obligations under any other PPP Contract or Transaction Document including without limitation all rights ancillary to the grant of a lease to any other Infraco pursuant to any other PPP Contract.

Superior Landlord

11. All rights excepted or reserved to any estate owners for the time being of any interest in reversion (whether mediate or immediate) on the termination of the term

granted by any lease under which LUL holds the Leased Areas and any other lease in reversion to this Lease.

Mines and minerals

12. Mines and minerals in the soil and the right to excavate or otherwise remove them.

THE SECOND SCHEDULE

Infraco's covenants

Pay rent

1. To pay to LUL the annual rent of one pound (if demanded) on each anniversary of the date of this Lease.

PPP Contract

2. Not to use or permit the Leased Areas to be used other than (i) for performing its obligations under the PPP Contract; or (ii) for any purpose referred to in paragraph 3 of the Second Schedule to the Underlease (but only if the Underlease itself is granted as contemplated by the PPP Contract and for so long as the Underlease subsists).

Prevent encroachments

3. Not knowingly to permit any owner of any property adjoining or near the Leased Areas to acquire any rights of way light or air or other privilege or easement or make any encroachment over against out of or upon the Leased Areas nor to give any acknowledgement that the Leased Areas enjoy any such rights by the consent of any third party and as soon as Infraco shall become aware thereof or of any act or thing which might result in the acquisition or making of any of the same to give immediate written notice thereof to LUL and to take such steps or action as may be reasonably required by LUL at Infraco's cost for preventing any of the same from being acquired or made.

Alienation

4. Except as otherwise expressly permitted or required by the PPP Contract or any Transaction Document and in the case of Depot Premises by paragraph 1 of Part I of the Third Schedule to this Lease not to assign (at law or in equity) underlet (except by way of the Underlease) or charge (except by way of the Charge(s)) this Lease or the Leased Areas as a whole or in part nor make any declaration of trust of it or them nor to otherwise deal with or encumber this Lease or the Leased Areas.

Value Added Tax

5. If VAT is or may be chargeable (by reason of an election of LUL or otherwise) on any supply under this Lease to pay any VAT on that supply.

THE THIRD SCHEDULE

Depot Premises

Part I

BCV
Bakerloo Line Stonebridge Park (drawing nos. BD01-BD02) London Road (drawing no. BD03)
Central Line Hainault (drawing nos. CD06Rev A-CD08) Ruislip (drawing nos. CD01-CD05)
Waterloo and City Line Waterloo (drawing no. WD01-WD01-01)
Victoria Line Northumberland Park (drawing no. VD01-VD03)

ADDITIONAL PROVISIONS APPLICABLE TO DEPOTS

Further covenants by Infraco relating to Depot Premises

User

1.1A In respect of Depot Premises the following covenant replaces the covenant in paragraph 2 of the Second Schedule:

Not to use or permit the Depot Premises to be used other than:

- (i) for performing its obligations under the PPP Contract or any Transaction Document; or
- (ii) for any purpose referred to in paragraph 3 of the Second Schedule to the Underlease (but only if the Underlease itself is granted as contemplated by the PPP Contract and for so long as the Underlease subsists); or
- (iii) for any purpose permitted pursuant to clause 29.1 (*Infraco Commercial Exploitation*) of the PPP Contract.

Underletting and sharing occupation

1.1B Infraco covenants not to underlet the Depot Premises or any part of them:

- (a) without obtaining the prior written approval of LUL (such approval not to be unreasonably withheld or delayed) save that no consent shall be required for the grant of the Depot Sub-leases;
- (b) without ensuring that the underlease contains an agreement authorised by an Order of a court of competent jurisdiction excluding in relation to the tenancy to be created by such underlease the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954;
- (c) for any purpose except in connection with the performance of Infraco's obligations under the PPP Contract or any Transaction Document or for any purpose permitted pursuant to clause 29.1 (*Infraco Commercial Exploitation*) of the PPP Contract;
- (d) for a term extending beyond the Expiry Date (but in any event the term of the Underlease shall be terminable at the same time and to the same extent as this Lease and in the event of a Mandatory Sale);

provided that Infraco may on giving not less than fourteen (14) days' prior written notice to LUL of the identity of the company and (if less than the whole) of the part of the Depot Premises affected share occupation of the Depot Premises or the relevant part with a company within the same group of companies (within the meaning of section 42 of the Landlord and Tenant Act 1954) as Infraco:

- (a) for so long only as such company remains within such group;
- (b) on terms whereby such company is not given exclusive occupation of the Depot Premises or any part of them and no relationship of landlord and tenant is created; and
- (c) provided that any rent or other payment received by LUL from any such company shall be deemed to have been paid by such company as agent for Infraco.

1.2 Infraco may permit occupation of any part of the Depot Premises by another Infraco for the purposes of performing its obligations under any agreement to which Infraco is a party and entered into on or before the Transfer Date or otherwise with LUL's approval.

1.3 Infraco may share occupation of any part of the Depot Premises:

- (i) with any PFI Contractor or its sub-contractors where such occupation arises in connection with the discharge by Infraco of any of its PFI Obligations set out in Schedule 1.3 or is otherwise contemplated by any of the PFI Contracts; or

- (ii) (provided that this is on terms whereby no relationship of landlord and tenant is created) with its contractors or third parties where such occupation is required to facilitate the provision of services by Infraco in accordance with any Ancillary Agreement.

Alterations to Depot Premises

2.1 Infraco covenants not to make any structural alterations or structural additions in or to nor to carry out any demolition, reconstruction or other material works (the **Works**) to the Depot Premises (or any part thereof) without first submitting to LUL detailed plans and specifications of the proposed Works and such other information as LUL may reasonably require in relation to the proposed Works.

2.2.1 Infraco shall not carry out the Works without obtaining the prior written approval of LUL (such approval not to be unreasonably withheld or delayed) which approval shall be on such terms and subject to such conditions as LUL may reasonably require (including without limitation the condition set out in paragraph 2.2.2).

2.2.2 Without prejudice to paragraph 2.2.1, where the Works relate to the construction of a new building which would necessitate the displacement of Train operators or other LUL Staff in occupation of existing buildings or accommodation located on the relevant part of the Depot Premises affected by the Works, it shall be reasonable for LUL to impose as a condition of any consent pursuant to paragraph 2.2.1 that such consent is subject to Infraco at its own cost:

- (a) permanently accommodating such displaced LUL staff either in the new building once constructed or in suitable alternative accommodation in a suitable location approved by LUL (such approval not to be unreasonably withheld or delayed); and
- (b) in the meantime, pending the carrying out and completion of the Works, accommodating such displaced staff temporarily in facilities which are comparable to or better than the original accommodation in the existing buildings and accommodation from which they have been displaced.

2.3 Infraco further covenants to carry out and complete the Works in accordance with the terms of all consents with materials of suitable quality in a proper and workmanlike manner and to the reasonable satisfaction of LUL.

2.4 Infraco shall not be entitled to any compensation as a result of or in respect of the carrying out of the Works.

2.5 Where Infraco carries out any Works for a purpose other than for the performance of its obligations under the PPP Contract Infraco shall if required by LUL on expiry or sooner determination of this Lease remove any such Works and reinstate the Depot Premises to the reasonable satisfaction of LUL (provided that this provision shall not permit Infraco to carry out any Works in breach of the terms of clause 29.1 (*Infraco Commercial Exploitation*) of the PPP Contract).

Part II

ADDITIONAL PROVISIONS APPLICABLE TO THE RUISLIP DEPOT PREMISES IN RELATION TO HERITAGE ROLLING STOCK

1.1 Subject to paragraphs 1.2 to 1.5 below the following rights are excepted and reserved to LUL and any person deriving title through or under LUL or authorised by any of them or anyone otherwise entitled to rights and privileges now enjoyed over the Depot Premises at Ruislip (the *Ruislip Depot Premises*):

- (a) **Stabling of Heritage Rolling Stock:** the right to stable Heritage Rolling Stock on 2.5 8-car train berths at the locations which are at the date hereof occupied by such trains (that is to say 1 train berth on a pitted road in the inspection shed, 1 train berth on a siding in the depot yard and 0.5 of a train berth in the wash shed) or such other locations of a like or equivalent nature as Infraco from time to time designates and advises to LUL;
- (b) **Train maintenance:** the right at any time with the agreement of Infraco (not to be unreasonably withheld) to make use of the said pitted road and/or train berth in the building known as the 'lifting shop', together with any such equipment or machinery which may reasonably be required, for maintenance of the Heritage Rolling Stock;
- (c) **Special events' stabling:** in addition to the rights excepted and reserved at (a) above, the right for a period not exceeding 6 weeks in any calendar year, to stable Heritage Rolling Stock on a further 8-car pit road at such other location of a like or equivalent nature as Infraco from time to time designates and advises LUL;
- (d) **Movement of trains:** with the prior approval of Infraco on each occasion (not to be unreasonably withheld) the right to move Heritage Rolling Stock within and around the Ruislip Depot Premises, including access to and egress from the National Railway Network and any Line adjacent to the depot, for the purposes of exercising the above rights; and
- (e) **Office facilities and storage:** the right to continue to use such office facilities (including any rooms and office equipment) and storage areas or rooms which are at the date hereof used for purposes relating to the management of Heritage Rolling Stock or such alternative office and storage facilities as may from time to time be prescribed by Infraco.

1.2 LUL shall ensure that any person entering the Ruislip Depot Premises pursuant to the rights reserved in paragraph 1.1 shall first have received any requisite safety training.

1.3 LUL and Infraco shall endeavour to ensure that in exercising and permitting the exercise respectively of the rights referred to above including in the case of Infraco any designation pursuant to paragraph 1.1(a) or (c) above that they act reasonably giving due consideration to the needs of the other and LUL will further

ensure that when exercising such rights it will do so in such a manner as to cause as little inconvenience to Infraco as is reasonably possible.

1.4 The parties acknowledge that the stabling of any Heritage Rolling Stock pursuant to paragraph 1.1 shall be at LUL's own risk and Infraco shall not be liable for any damage caused to such rolling stock however caused (save where such damage is as a result of an act or omission of Infraco).

1.5 LUL shall make good (at its own cost) any damage to equipment, machinery or other assets of Infraco which results from an exercise by LUL of its rights in paragraph 1.1.

THE FOURTH SCHEDULE

Provisos agreements and declarations

Termination

1. Either LUL or Infraco shall be entitled to determine this Lease in whole or in part in accordance with the provisions of the PPP Contract and Infraco shall have no right to any continuation or extension of this Lease.

No compensation

2. Except as expressly provided in the PPP Contract Infraco shall not have any entitlement to compensation (whether in respect of improvements or otherwise) on Termination of the Lease Term.

Non-acquisition of easements

3. Infraco shall not by implication of law or otherwise be entitled to any estate or any right privilege or easement (except as expressly granted by this Lease) nor shall Infraco by virtue or in respect of the Leased Areas or this Lease be deemed to have acquired or to be entitled nor shall it during the Lease Term acquire or become entitled by length of enjoyment prescription or any other means to any such estate right privilege or easement.

Consent to Underlease

4. LUL consents to the grant of the Underlease in accordance with the PPP Contract.

Separate demises

5. The demise of the Premises pursuant to clause 2 shall operate as a separate and severable demise of each Relevant Parcel and of the remainder of the Premises the extent of each such demise comprising and being co-extensive with LUL's interest in each Relevant Parcel and the remainder of the Premises respectively.²

² Note: omit paragraph 5 in the case of an Ancillary Lease.

THE FIFTH SCHEDULE

Use of LUL's Other Premises

DEFINITIONS

1.1 In this Fifth Schedule the following expressions shall have the following meanings:

Alien Allocated Space means the rooms or space within LUL's Other Premises more particularly described in the Space Allocation Table as used by Infraco and the expression includes any part or parts thereof;

Designated Use means in relation to each room or space comprised in the Alien Allocated Space, the use specified for that room or space in the "Description/Use" column of the Space Allocation Table or such other use as may be approved by LUL from time to time in accordance with the Space Allocation Process;

LUL's Other Premises means those parts of LUL's Premises not comprising the Premises which are let to another Infraco pursuant to another PPP Contract, but excluding any which are included in the Depot Premises of another Infraco, and the expression includes any part or parts thereof;

Regulations means any reasonable and proper regulations including any Site Specific Conditions and any variations or additions thereto from time to time notified in writing to Infraco and made by or on behalf of LUL for the proper management care or security of the relevant part of LUL's Other Premises or the safety, comfort or convenience of occupants thereof or persons resorting thereto;

Site Specific Conditions means reasonable and proper conditions of use and occupation which are specific to particular rooms or space within the Alien Allocated Space as imposed on Infraco pursuant to paragraph 7;

Space Allocation Table means the table recording the allocation of space within LUL's Other Premises to Infraco as agreed and initialled by LUL and Infraco at the date hereof and from time to time amended in accordance with paragraph 6;

UNDERTAKINGS

2. Infraco undertakes with LUL in the manner set out in the **Appendix 1**.

PROVISOS

3. It is agreed and declared in the manner set out in the **Appendix 2**.

DETERMINATION

4.1 LUL may determine Infraco's right to use all or a part of the Alien Allocated Space (as appropriate) in the following circumstances:

- (i) on fourteen (14) days' written notice given by LUL containing or accompanied by a certificate from the Contract Manager appointed by LUL certifying that he considers (acting reasonably) that Infraco (or its authorised contractor) has permanently ceased to use the Alien Allocated Space (or the relevant part) for the purposes of its performance of the PPP Contract;
- (ii) upon notice in writing given by LUL following a decision of LUL as to use of the Alien Allocated Space (or the relevant part) pursuant to the Space Allocation Process;
- (iii) immediately upon written notice given by LUL at any time following any material breach by Infraco of its undertakings contained in Appendix 1.

4.2 Following any determination pursuant to paragraph 4.1 in relation to a part only of the Alien Allocated Space, the provisions of this Fifth Schedule shall continue in force in relation to the remainder of the Alien Allocated Space.

4.3 Any determination pursuant to paragraph 4.1 shall be without prejudice to either party's rights in respect of any antecedent breach of the obligations on the part of the other party.

PPP CONTRACT

5. The obligations upon Infraco set out in this Fifth Schedule are in addition to and in no way vary or reduce the obligations owed by Infraco to LUL under the terms of the PPP Contract or any other Transaction Document and to the extent that there is a conflict between any provision of this Fifth Schedule and the provisions of the PPP Contract or any other Transaction Document, the latter shall prevail.

OCCUPANCY SURVEY

6.1 It is recognised that there may be instances of Infraco occupation at other Stations and premises comprised in LUL's Other Premises but which are not recorded in the Space Allocation Table. To facilitate the identification of such occupation, the parties agree to co-operate in carrying out an occupancy survey of the remainder of the Stations and other premises let to another Infraco in order that any such occupation by Infraco can be recorded.

6.2 LUL agrees that once each phase of the occupancy survey referred to in paragraph 6.1 has been completed, the occupation by Infraco has been verified and agreed between the parties and a revised Space Allocation Table has been produced, the parties shall each initial the revised Space Allocation Table.

6.3 Pending completion of such occupancy survey and the amended Space Allocation Table, the parties may agree that instances of Infraco occupation of LUL's Other Premises which are not yet recorded in the Space Allocation Table shall be deemed to be subject to the terms and conditions set out in this Fifth Schedule; and

6.4 At the end of each Contract Year each party shall initial a current version of the Space Allocation Table which shall:

- (i) include details of any additional space within LUL's Other Premises which LUL and the Infraco as a consequence of the Space Allocation Process agree is to be allocated to the Infraco in order to enable the Infraco to perform its obligations under the PPP Contract; but
- (ii) exclude any space that has been the subject of a notice served pursuant to paragraph 4 of this Fifth Schedule.

SITE SPECIFIC CONDITIONS

7.1 The parties acknowledge that it may be necessary from time to time for LUL to impose certain Site Specific Conditions.

7.2 Where LUL acting reasonably considers it necessary to impose such Site Specific Conditions it will do so by notice in writing to Infraco in the form set out in Appendix 3.

APPENDIX 1

Infraco's undertakings

Condition of property

1. To keep the Alien Allocated Space clean and tidy and clear of rubbish and leave it in a clean and tidy condition.

Alterations

2. Not to make any alterations or carry out any works to or at the Alien Allocated Space.

Signs and notices

3. Not to display any signs or notices at the Alien Allocated Space without the prior written consent of LUL (such consent not to be unreasonably withheld or delayed).

Nuisance and use

4.1 Not to use the Alien Allocated Space in such a way as to cause any nuisance, physical damage or disturbance to the Underlet Premises or adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property.

4.2 Without prejudice to the generality of the foregoing, not to use the Alien Allocated Space other than solely for the Designated Use for the purposes of the performance of its obligations pursuant to the PPP Contract.

4.3 Not to store any dangerous, combustible or hazardous substances or materials (other than those approved in writing by LUL (such approval not to be unreasonably withheld or delayed)) and to comply with the reasonable and proper requirements of LUL in relation to such storage.

Statutory requirements and insurance

5. Not to do anything that will or might constitute a breach of any statutory requirement affecting the relevant LUL's Other Premises.

Indemnity

6. To indemnify LUL, and keep LUL indemnified, in accordance with and to the extent provided in clause 24 (*Indemnity*) of the PPP Contract against Losses arising in any way from this Fifth Schedule, any breach of any of Infraco's undertakings, or the exercise or purported exercise of the rights granted to Infraco in respect of Alien Allocated Space.

Rules and regulations

7. To observe the Regulations governing Infraco's use of the Alien Allocated Space.

LUL's rights

8. Not in any way to impede LUL or its officers servants or agents in the exercise of its rights of possession and control of LUL's Other Premises or any part thereof.

APPENDIX 2

Provisos agreements and declarations

Notices

1.1 Any notices or other documents to be given under this Fifth Schedule shall be in writing in the English language and shall be deemed to have been duly given if delivered by hand or by registered post or by facsimile to a party at the address set out below for such party or such other address as that party may from time to time designate by written notice to the other.

1.1.1 LUL's address for service is:

9th Floor Albany House,
Petty France
London SW1H 0BD

Attention: LUL PPP Contract Manager (BCV Contract)

1.1.2 Infraco's address for service is:

30 The South Colonnade
London E14 5EU

Attention: BCV PPP Contract Manager

1.2 Any such notices or other documents shall be deemed to have been received by the addressee two Business Days following the date of despatch of the notice or other document if sent by registered post, or on the next Business Day after delivery if sent by hand or by facsimile.

Warranty disclaimer

2. Infraco acknowledges that no representation or warranty has been given prior to the date hereof or is given or implied by this Fifth Schedule that the use now or hereafter proposed by Infraco for the Alien Allocated Space is or will be or will remain a use which does not constitute a breach of the Town and Country Planning Act 1990 (or any Act for time being in force of a similar nature or any laws and regulations intended to control or regulate the construction demolition alteration or change of use of land or buildings or to preserve or protect the environment or national heritage) or will not require planning permission and that no consent which LUL may give to any change of use shall be taken as including any such representation or warranty.

APPENDIX 3

[date]

Infraco BCV Limited
[address]

For the attention of BCV PPP Contract Manager

**LEASE: SITE SPECIFIC CONDITIONS IN RELATION TO ALIEN
ALLOCATED SPACE AT [STATION/SITE NAME]**

In accordance with paragraph 7.2 of the Fifth Schedule of the Lease dated _____
_____ and entered into between London Underground Limited and Infraco
[BCV] Limited you are hereby notified of the imposition of the Site Specific
Conditions of use and occupation specified in Part 2 of the Schedule to this notice in
relation to the rooms comprising the Alien Allocated Space set out in Part 1 of the
said Schedule.

Yours faithfully

[Signatory's name]
LUL PPP Contract Manager
on behalf of London Underground Limited

SCHEDULE

PART 1

Alien Allocated Space

Room number	Description/use	Comments

PART 2

Site Specific Conditions

EXECUTED as a DEED)
under the **COMMON SEAL** of)
LONDON UNDERGROUND)
LIMITED in the presence of:)

Director **MARTIN CALLAGHAN**

Secretary **FRANCES LOW**

EXECUTED as a DEED)
by **INFRACO BCV LIMITED**)
acting by two directors)
a director and the secretary)

Director **MARTIN CALLAGHAN**

Secretary **FRANCES LOW**

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4 APRIL 2003

LONDON UNDERGROUND LIMITED

INFRACO BCV LIMITED

LEASE

