

**31 DECEMBER 2002**

**LONDON UNDERGROUND LIMITED**

**INFRACO JNP LIMITED**

**INFRACO BCV LIMITED**

**INFRACO SUB-SURFACE LIMITED**

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**INTERIM PROPERTY AMENDMENT  
AGREEMENT**  
**relating to a split transfer**

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## CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION .....	2
2. AMENDMENT.....	3
3. COMMENCEMENT, DURATION AND NATURE .....	4
4. DISPUTE RESOLUTION .....	4
5. ACKNOWLEDGEMENT AND AGREEMENT .....	4
6. VARIATION .....	5
7. ASSIGNMENT.....	5
8. FURTHER ASSURANCE .....	5
9. GOVERNING LAW.....	6
10. SURVIVAL .....	6
11. NOTICES.....	6
12. COUNTERPARTS .....	7
13. ILLEGALITY AND SEVERABILITY.....	7
14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 .....	7
SCHEDULE 1 .....	9
SCHEDULE 2 .....	11
SCHEDULE 3 .....	13
SCHEDULE 4 .....	15
SCHEDULE 5 .....	16
SCHEDULE 6 .....	18

**THIS INTERIM PROPERTY AMENDMENT AGREEMENT** is made as a **DEED** on **31 DECEMBER 2002**

**BETWEEN:**

**LONDON UNDERGROUND LIMITED** a company incorporated in England and Wales with company number 1900907 whose registered office is at 55 Broadway, London SW1H 0BD (**LUL**);

**INFRACO JNP LIMITED** a company incorporated in England and Wales with company number 3923425 whose registered office is at 55 Broadway, London SW1H 0BD (**JNP**);

**INFRACO BCV LIMITED** a company incorporated in England and Wales with company number 3923496 whose registered office is at 55 Broadway, London SW1H 0BD (**BCV**); and

**INFRACO SUB-SURFACE LIMITED** a company incorporated in England and Wales with company number 3923484 whose registered office is at 55 Broadway, London SW1H 0BD (**SSL**).

**WHEREAS:**

(A) JNP, BCV and SSL are private companies limited by shares. LUL is the sole legal and beneficial owner of the share capital in each of JNP, BCV and SSL.

(B) Pursuant to the proposal to establish a public private partnership for London's Underground Network, LUL has agreed to sell all of the issued share capital in the Infracos (other than a special share in each Infraco to be retained by LUL) to the successful bidders for the public private partnership.

(C) It is anticipated that the Transfer Date in relation to JNP will occur in advance of the Transfer Dates in relation to each of BCV and SSL (which shall be known as a **Split Transfer**).

(D) As a consequence of the Split Transfer, the JNP Leases will be completed in advance of the Later Leases.

(E) The LUL Leases to be granted by JNP will be granted by JNP to LUL on the JNP Transfer Date immediately following the grant of the Lease and Ancillary Lease by LUL to JNP.

(F) One of the consequences of the later grant of the Infraco Leases to BCV and SSL is that it will not be possible for LUL to procure the grant and/or take of any of the Depot Sub-leases on the JNP Transfer Date.

(G) The SpAP Supplemental Statement and a number of the Transaction Documents, the Ancillary Agreements and the Centralised Service Agreements relating to, or affecting, real property (together the **Property Documents**) are drafted

on the assumption that all of the Infraco Leases, the LUL Leases, the Depot Sub-leases and the Frank Pick House Sub-lease will be entered into on the same date.

(H) It is the intention of the parties that, notwithstanding the Split Transfer and the deferral of the grant of the Later Leases, the rights and obligations of all the parties under the Property Documents shall so far as possible be the same as would have been the case had there been no Split Transfer and had the Later Leases been granted contemporaneously with the JNP Leases.

(I) In order to accommodate the later completion of the Later Leases the parties have agreed to amend the terms of the Property Documents to regulate the rights and liabilities of the parties for the interim period from the JNP Transfer Date until the date on which the Later Leases are entered into.

(J) The parties to this Agreement comprise the parties to all of the Property Documents listed in column 1 (*Property Documents*) of Schedules 1 - 6 to this Agreement.

(K) The parties to this Agreement have agreed to amend the terms of the Property Documents to which they are a party as set out in this Agreement.

(L) This Agreement is supplemental to each of the Property Documents.

**IT IS AGREED** as follows.

## **1. DEFINITIONS AND INTERPRETATION**

1.1 The provisions of this Agreement shall be interpreted in accordance with clause 1.2 of the Master Definitions Agreement dated 1 April 2000 made between LUL, BCV, SSL and JNP and as varied or amended and restated from time to time (the *MDA*).

1.2 In this Agreement (including the recitals) unless the context otherwise requires (i) words and expressions shall, unless defined in this Agreement or the context otherwise requires, have the meanings assigned to them in the MDA and (ii) the following expressions shall have the meanings set opposite them:

*Assumed Events* means any, or all, of the following:

- (a) the Split Transfer having not taken place;
- (b) all of the Later Leases having been entered into on the JNP Transfer Date;
- (c) the BCV and SSL PPP Contracts having been designated as “PPP agreements” pursuant to section 212 of the GLA Act on or before the JNP Transfer Date; and/or
- (d) the Later Leases so granted having been designated as “PPP leases” pursuant to section 218 of the GLA Act on or before the JNP Transfer Date;

**JNP Leases** means the Infraco Leases to be granted by LUL to JNP and the LUL Leases to be granted by JNP to LUL;

**Later Leases** means the Infraco Leases to be granted by LUL to each of BCV and SSL, the LUL Leases to be granted by each of BCV and SSL to LUL, the Depot Sub-leases and the Frank Pick House Sub-lease.

## 2. AMENDMENT

Until the termination of this Agreement:

2.1 The clauses in the Property Document referred to in column 3 (*Clause to be replaced*) of Schedule 1 (*Depot Facilities Agreement*) shall not apply and shall be substituted by a new clause, as is prescribed in column 4 (*New clause to be inserted*) of Schedule 1 . If no clause is listed in column 3 for the relevant Property Document, the clause prescribed in column 4 shall be inserted as a new clause in the relevant Property Document.

2.2 The clauses in the Property Document referred to in column 3 (*Clause to be replaced*) of Schedule 2 (*Ruislip Depot Loading Area Agreement*) shall not apply and shall be substituted by a new clause, as is prescribed in column 4 (*New clause to be inserted*) of Schedule 2 . If no clause is listed in column 3 for the relevant Property Document, the clause prescribed in column 4 shall be inserted as a new clause in the relevant Property Document.

2.3 The definitions in the Property Document referred to in column 3 (*Definition to be replaced*) of Schedule 3 (*MDA*) shall not apply and shall be substituted by a new definition, as is prescribed in column 4 (*New definition to be inserted*) of Schedule 3 . If no definition is listed in column 3 for the relevant Property Document, the definition prescribed in column 4 shall be inserted as a new definition in the relevant Property Document.

2.4 The paragraphs in the Property Document referred to in column 3 (*Paragraph to be replaced*) of Schedule 4 (*Property Code*) shall not apply and shall be substituted by a new paragraph, as is prescribed in column 4 (*New paragraph to be inserted*) of Schedule 4 . If no paragraph is listed in column 3 for the relevant Property Document, the paragraph prescribed in column 4 shall be inserted as a new paragraph in the relevant Property Document.

2.5 The paragraphs in the Property Documents referred to in column 3 (*Paragraph to be replaced*) of Schedule 5 (*Schedule 1.5 to each of the JNP, BCV and SSL PPP Contracts*) shall not apply and shall be substituted by a new paragraph, as is prescribed in column 4 (*New paragraph to be inserted*) of Schedule 5 . If no paragraph is listed in column 3 for the relevant Property Documents, the paragraph prescribed in column 4 shall be inserted as a new paragraph in the relevant Property Documents.

2.6 The clauses in the Property Document referred to in column 3 (*Clause to be replaced*) of Schedule 6 (*SpAP Supplemental Statement*) shall not apply and shall be substituted by a new clause, as is prescribed in column 4 (*New clause to be inserted*)

of Schedule 6 . If no clause is listed in column 3 for the relevant Property Document, the clause prescribed in column 4 shall be inserted as a new clause in the relevant Property Document.

2.7 Where reference is made in any Ancillary Agreement or Centralised Service Agreement to any premises “belonging to” a party (or any similar expression), such reference shall be read so as to include, without limitation,:

- (a) any premises that have been let or demised to that party, or are being occupied by that party pursuant to a licence to occupy; and
- (b) any premises in respect of which either an agreement to lease exists for the premises to be let or demised to that party, or an agreement to licence exists for the premises to be occupied by that party pursuant to a licence to occupy.

### **3. COMMENCEMENT, DURATION AND NATURE**

3.1 This Agreement shall commence on the JNP Transfer Date and shall (subject to clause 3.2) terminate on the date of the grant of the Later Leases, whereupon the amendments to the documents specified in clause 2 shall cease to have effect but without prejudice to the accrued rights and liabilities of the parties under this Agreement.

3.2 In respect of any period, notwithstanding any termination of this Agreement under clause 3.1, no party shall have any greater rights against any other than it would have had, had the Later Leases been granted on the JNP Transfer Date.

3.3 This Agreement is a Transaction Document and the MDA shall be construed accordingly.

3.4 In order to comply with the provisions of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, all of the terms and conditions in each of the Property Documents are incorporated in this Agreement

### **4. DISPUTE RESOLUTION**

Any Dispute arising out of this Agreement shall be resolved in accordance with the Dispute Resolution Agreement.

### **5. ACKNOWLEDGEMENT AND AGREEMENT**

5.1 The parties acknowledge and consent to the amendments effected by this Agreement and agree that any references in the Transaction Documents, the Ancillary Agreements or the Centralised Service Agreements to any of the Property Documents shall from the date on which such amendments come into effect under this Agreement be construed as if the same were references to the Property Documents as hereby amended until the date of the grant of the Later Leases.

5.2 Where any of the parties has given or gives any consent or approval in respect of:

- (a) any of the documents varied by this Agreement, that consent or approval shall have effect also in respect of the document as so varied; and/or
- (b) any of the premises to be demised by any of the Later Leases, that consent or approval shall (unless otherwise expressed) continue to apply and be a consent or approval in relation to the relevant Later Lease when granted.

## **6. VARIATION**

This Agreement may be amended only by an instrument in writing signed by the duly authorised representatives of the parties.

## **7. ASSIGNMENT**

No party (with the exception of LUL) may assign, transfer, charge, or otherwise deal with, in whole or in part, any of its rights or obligations under this Agreement (nor grant, declare a trust of, create or dispose of any right or interest in it) other than in accordance with the terms of the relevant PPP Contract.

## **8. FURTHER ASSURANCE**

8.1 If the effect of the Split Transfer is to create any rights or obligations on the part of any party that are different in any material respect from those of which it would have had the benefit, or to which it would have been subject, had the Assumed Events occurred, or if the rights or easements exercisable by it, or to which it is subject, are different in any material respect from those of which it would have had the benefit, or to which it would have been subject, in such circumstances then, and in any such case, the parties shall perform such acts and enter into, or procure the entry into, such further documents as may reasonably be required or desirable in order to give effect to the intention expressed in recital (H) and to place the parties as closely as possible in the position which would have been obtained had the Assumed Events occurred, including, without limitation, the execution of all deeds and documents, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.

8.2 No party shall be entitled to require further documents to be entered into pursuant to clause 8.1 unless the material difference applicable has the effect of any material practical interference with the exercise of any of its rights or the performance of any of its obligations as contemplated by the Transaction Documents, the Ancillary Agreements or the Centralised Service Agreements without a Split Transfer and with the immediate grant of the Later Leases.

8.3 If any party believes that any further documents may be required under clause 8.2 it shall give particulars of its reasons for so believing and its proposals for such documents to the other parties which may be affected by the same, and the relevant parties shall in good faith consult and endeavour to agree whether any such further documents are required and, if so, to agree the terms thereof with reasonable expedition.

8.4 If the consent of any third party (such as, but not limited to, a chargee or mortgagee) is required to permit any party to enter into any documents pursuant to this clause 8 the party requiring such consent shall use its reasonable endeavours to obtain such consent without unreasonable delay.

8.5 Unless otherwise determined by dispute resolution, each of the parties shall bear their own costs and expenses (including, without limitation, those of its Affiliates) in connection with matters arising under or by virtue of this clause 8.

## **9. GOVERNING LAW**

Without prejudice to clause 4 (*Dispute Resolution*), this Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties to this Agreement irrevocably submit to the exclusive jurisdiction of the courts of England and Wales as provided for in clauses 9.1 and 9.2 of the Dispute Resolution Agreement.

## **10. SURVIVAL**

10.1 The provisions of clause 4 (*Dispute Resolution*) and clause 9 (*Governing Law*) shall survive the termination of this Agreement and continue in full force and effect, along with any other provisions of this Agreement (including the Schedules) necessary to give effect to them.

10.2 In addition, any other provisions of this Agreement (including the Schedules), which by their nature or by implication (including so far as they relate to accrued rights and liabilities) are required to survive termination of this Agreement to permit the resolution of any dispute, shall survive termination as aforesaid but only for the purposes of such resolution and following such resolution shall terminate.

## **11. NOTICES**

11.1 Any notices or other documents to be given under this Agreement shall be in writing in the English language and shall be deemed to be 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.

11.2 The parties' addresses for service of all documents in terms of this Agreement are:

London Underground Limited  
9th Floor  
Albany House  
Petty France  
London SW1H 0BD  
Tel: 020 7918 3850  
Fax: 020 7918 4138  
Attention: PPP Contract Manager

Infraco BCV Limited  
30 The South Colonnade  
London E14 5EU  
Tel: 020 7308 4615  
Fax: 020 7308 2217  
Attention: BCV Contract Manager

Infraco JNP Limited  
30 The South Colonnade  
London E14 5EU  
Tel: 020 7308 3745  
Fax: 020 7308 2894  
Attention: Head of Prime Contract Management

Infraco Sub-Surface Limited  
30 The South Colonnade  
London E14 5EU  
Tel: 020 7308 4790  
Fax: 020 7308 4670  
Attention: SSL Contract Manager

11.3 Any such notices or other documents shall be deemed to be received by the addressee two (2) Business Days following the date of dispatch if the notice or other document is sent by registered post or on the next Business Day after delivery if sent by hand or facsimile.

## **12. COUNTERPARTS**

This Agreement may be executed in any number of counterparts which when taken together shall constitute one and the same instrument and each of which shall be deemed to be an original.

## **13. ILLEGALITY AND SEVERABILITY**

If any provision of this Agreement shall become or be declared illegal, invalid or unenforceable, in whole or in part, for any reason whatsoever by any competent tribunal or authority, such provision or part thereof shall be divisible and shall be deemed to be deleted from this Agreement in so far as the continued operation of this Agreement is concerned, provided always that if such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

## **14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

**IN WITNESS WHEREOF** this Agreement has been **EXECUTED** and **DELIVERED** as a **DEED** by the parties on the date first above written.

**EXECUTED** and **DELIVERED** as a **DEED** )  
of **LONDON UNDERGROUND LIMITED** )  
in the presence of: )

Director: **MARTIN CALLAGHAN**

Secretary: **FRANCES LOW**

**EXECUTED** and **DELIVERED** as a **DEED** by )  
**INFRACO JNP LIMITED** )  
acting by a director and the Secretary )

Director: **MARTIN CALLAGHAN**

Secretary: **FRANCES LOW**

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

Director: **MARTIN CALLAGHAN**

Secretary: **FRANCES LOW**

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

Director: **MARTIN CALLAGHAN**

Secretary: **FRANCES LOW**

## SCHEDULE 1

### DEPOT FACILITIES AGREEMENT

Property Document (1)	Parties (2)	Clause to be replaced (3)	New clause to be inserted (4)
Depot Facilities Agreement	LUL (1) SSL (2) JNP (3)		<p><b>“1.6 Where reference is made in this Agreement to any premises or property having been let or demised, or to any lease having been granted, such reference shall be read so as to include, without limitation, reference to any premises or property in respect of which an agreement exists for such premises or property to be so let or demised, or for such lease to be granted.”</b></p>
Depot Facilities Agreement	LUL (1) SSL (2) JNP (3)	3.1(b)	<p>“to the extent that a termination by LUL of the whole or any part of any Lease or Ancillary Lease granted to SSL (<b>or the termination in whole or in part of any agreement to grant such Lease or Ancillary Lease</b>) precludes SSL from providing or substantially affects the ability of SSL to provide to JNP the Neasden Services in accordance with this Agreement and/or precludes JNP from exercising or substantially affects the ability of JNP to exercise the Neasden Rights on the terms set out in this Agreement, on the date of such termination.”</p>
Depot Facilities Agreement	LUL (1) SSL (2) JNP (3)	3.2	<p>“Save in respect of any Premises demised <b>or to be demised</b> by the Lease in respect of which LUL exercises any entitlement under the SSL Contract to undertake LUL Commercial Exploitation (other than LUL Commercial Exploitation which would (if such Premises were demised by JNP’s Lease) constitute Disruptive Commercial Exploitation (as defined for the purposes of the JNP Contract)), LUL shall not terminate in whole or part any Lease or Ancillary Lease granted to SSL (<b>nor terminate in whole or part any agreement to grant such Lease or Ancillary Lease</b>) where such termination results in termination of this Agreement under clause 3.1(b) above without having first complied with the provisions of clause 17 (<i>LUL Specified</i>)</p>

Property Document (1)	Parties (2)	Clause to be replaced (3)	New clause to be inserted (4)
			<i>Rights</i> ) of the JNP Contract in respect of such termination.”
Depot Facilities Agreement	LUL (1) SSL (2) JNP (3)	8	“JNP shall not do, nor permit nor suffer any person exercising or purporting to exercise any rights granted to it under this Agreement to do, anything on or in relation to Neasden Depot that would or might cause SSL to be in breach of its obligations contained in the Lease or Ancillary Lease ( <b>nor, prior to the grant of such Lease or Ancillary Lease, the obligations contained in the forms agreed by LUL and SSL for such Lease or Ancillary Lease.</b> )”

## SCHEDULE 2

### RUISLIP DEPOT LOADING AREA AGREEMENT

Property Document (1)	Parties (2)	Clause to be replaced (3)	New clause to be inserted (4)
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)		<p><b>“1.4 Where reference is made in this Agreement to any premises or property having been let or demised, or to any lease having been granted, such reference shall be read so as to include, without limitation, reference to any premises or property in respect of which an agreement exists for such premises or property to be so let or demised, or for such lease to be granted.”</b></p>
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)	4.1(b)	<p>“subject to such written conditions as BCV as lessee of the Depot <b>(or as a licensee prior to the grant of the BCV Lease)</b> may properly impose regarding safety or security at the Depot.”</p>
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)	5.1	<p>“BCV as the lessee of the Depot <b>(or as a licensee prior to the grant of the BCV Lease)</b> shall procure that the Loading Area is maintained in such condition as is necessary or as either of JNP or SSL may reasonably require for the safe and proper use of the Loading Area by the Parties in connection with the discharge of their respective obligations under the applicable PPP Contracts.”</p>
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)	7.2	<p>“For the avoidance of doubt, due allowance for any sums payable by JNP to BCV pursuant to clause 7.1 above shall be made in the service charge which JNP is liable to pay to BCV pursuant to the <b>terms of the Depot Sub-leases</b> of other parts of the Depot to be entered into between BCV and JNP pursuant to their respective PPP Contracts <b>(or, until the relevant Depot Sub-leases are entered into, pursuant to the terms of the licences to occupy such parts of the Depot)</b> with the intention that JNP shall not be charged twice for the costs and expenses incurred by BCV in the maintenance of the Loading Area through both the Depot Sub-leases</p>

Property Document (1)	Parties (2)	Clause to be replaced (3)	New clause to be inserted (4)
			<b>(or any licence to occupy given to JNP prior to the grant of the relevant Depot Sub-leases) and this Agreement.”</b>
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)	13.3	“This Agreement shall terminate in the event of termination of the BCV Lease <b>(or agreement to grant the same)</b> insofar as it relates to the Loading Area or any part of the Depot without which use of the Loading Area is not possible or practicable.”
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)	13.4	“Save as provided in clause 13.5 below LUL shall not terminate in whole or part any Lease or Ancillary Lease granted by it to BCV <b>(nor any agreement to grant the same)</b> where such termination results in termination of this Agreement in accordance with clause 13.3 above without having first complied with the provisions of clause 17 ( <i>LUL Specified Rights</i> ) of each of the SSL Contract and of the JNP Contract in respect of such termination.
Ruislip Depot Loading Area Agreement	LUL (1) BCV (2) JNP (3) SSL (4)	13.5	“LUL shall not be obliged to comply with the provisions of clause 17 ( <i>LUL Specified Rights</i> ) of the SSL Contract or of the JNP Contract where the termination referred to results from the exercise by LUL of any entitlement under the BCV Contract to undertake LUL Commercial Exploitation which LUL Commercial Exploitation would not constitute Disruptive Commercial Exploitation as defined for the purposes of the SSL Contract or the JNP Contract (as appropriate) (as if the relevant premises were comprised in SSL’s Lease <b>(or agreement to grant the same)</b> or JNP’s Lease (as appropriate)).”

### SCHEDULE 3

#### MDA

Property Document (1)	Parties (2)	Definition to be replaced (3)	New definition to be inserted (4)
MDA	LUL (1) BCV (2) SSL (3) JNP (4)	Definition of <i>Assets</i> , paragraph (a)	“those demised or to be demised to Infraco pursuant to the Lease or any Ancillary Lease or Supplemental Lease (save in each case to the extent comprised in a Depot Sub-lease granted to another Infraco or third party ( <b>or any agreement to grant the same</b> )) or any Depot Sub-lease granted to Infraco ( <b>or any agreement to grant the same</b> ) (including fixtures and any elements which are presumed to be the responsibility of Infraco as set out in the Leasing Principles and save for those Allocated to another Infraco pursuant to the Inter-Infraco Assets and Facilities Agreement); and”
MDA	LUL (1) BCV (2) SSL (3) JNP (4)	Definition of <i>LUL Specified Right</i> , paragraph (s)	“(in respect of the JNP Contract only) the SSL Contract or any other documentation whatsoever to terminate in whole or in part any Lease or Ancillary Lease granted to SSL ( <b>or any agreements to grant the same</b> ) in circumstances where clause 3.2 of the Depot Facilities Agreement requires that LUL complies with the provisions of clause 17 ( <i>LUL Specified Rights</i> ) of the JNP Contract in respect of such termination;”
MDA	LUL (1) BCV (2) SSL (3) JNP (4)	Definition of <i>LUL Specified Right</i> , paragraph (u)	“(in respect of the JNP Contract and the SSL Contract only) the BCV Contract or any other documentation whatsoever to terminate in whole or in part any Lease or Ancillary Lease granted to BCV ( <b>or any agreements to grant the same</b> ) in circumstances where clause 13.4 of the Ruislip Depot Loading Area Agreement requires that LUL complies with the provisions of clause 17 ( <i>LUL Specified Rights</i> ) of the JNP Contract and/or the SSL Contract (as the case may be) in respect of such termination;”
MDA	LUL (1) BCV (2)	Definition of <i>Operational</i>	“ <b>Operational Property</b> means those parts of LUL’s Premises (including without limitation the

<b>Property Document (1)</b>	<b>Parties (2)</b>	<b>Definition to be replaced (3)</b>	<b>New definition to be inserted (4)</b>
	SSL (3) JNP (4)	<i>Property</i>	land, premises or other areas from time to time demised to Infraco by the Lease and any Ancillary Lease ( <b>or in relation to which an agreement to lease exists for any such intended demise</b> )) in respect of which Infraco is required to provide the Services;”

**SCHEDULE 4**

**PROPERTY CODE**

<b>Property Document (1)</b>	<b>Parties (2)</b>	<b>Paragraph to be replaced (3)</b>	<b>New paragraph to be inserted (4)</b>
Property Code	LUL BCV SSL JNP	Section 2, paragraph 3.6	<p>“Following acquisition of any Adjoining Property or Permanent Rights required for the operation of the Underground Network, or any part of it:</p> <p>(a) LUL shall grant the Infraco a Supplemental Lease <b>(or, in the case of BCV or SSL, shall enter into an agreement to grant the same)</b> of the new Adjoining Property and/or a deed of grant in respect of Permanent Rights; and</p> <p>(b) the Infraco shall grant LUL a Supplemental Underlease <b>(or, in the case of BCV or SSL, shall enter into an agreement to grant the same)</b> of the new Adjoining Property</p> <p>in accordance with the provisions of paragraph 4.1 of Part I Schedule 1.5 to the PPP Contracts (<i>Grant of Supplemental Leases</i>).”</p>

**SCHEDULE 5**

**SCHEDULE 1.5 TO EACH OF THE JNP, BCV AND SSL PPP CONTRACTS**

<b>Property Documents (1)</b>	<b>Parties (2)</b>	<b>Paragraph to be replaced (3)</b>	<b>New paragraph to be inserted (4)</b>
Schedule 1.5 to each of the JNP, BCV and SSL PPP Contracts	LUL (1) the relevant Infraco (2)		<p><b>“10.5.1 If the rule against perpetuities applies to any agreement to grant a Depot Sub-lease or to enter into any deed pursuant to this paragraph 10 then the perpetuity period applicable to such agreement shall be twenty-one (21) years, and in circumstances where any such agreement would have been enforceable but for the rule against perpetuities Infraco’s rights and obligations under the Contract and any other Transaction Document shall apply as if the Depot Sub-lease had been granted or entered into and for which purpose, in respect of any Depot Sub-lease to be granted by Infraco, Infraco will permit the other Infraco access as licensee and, in respect of any Depot Sub-lease to be granted to Infraco, LUL will use reasonable endeavours to procure that the relevant other Infraco shall permit Infraco access as licensee, provided that this provision shall not operate as a demise and nothing contained in this provision shall be construed as creating any legal estate.</b></p> <p><b>10.5.2 If the rule against perpetuities applies to render void or voidable either:</b></p> <p><b>(a) LUL’s right in clause 41 (<i>Mandatory Sale</i>) of the Contract to act as Infraco’s agent to conduct negotiations culminating in a Contract Sale; or</b></p> <p><b>(b) LUL’s right under clause 41 (<i>Mandatory Sale</i>) of the Contract to procure that an LUL Nominee enters into a Contract Sale with Infraco then unless the parties otherwise agree in writing the provisions of paragraph 10.5.1 of this Schedule 1.5 shall cease to apply immediately prior to the relevant Contract Sale being completed.”</b></p>
Schedule 1.5 to each	LUL (1) the	12.1(b) (JNP and	“until the issue of the Final Standard SpAP, the parties will comply with the terms and conditions of the Draft

<b>Property Documents (1)</b>	<b>Parties (2)</b>	<b>Paragraph to be replaced (3)</b>	<b>New paragraph to be inserted (4)</b>
of the JNP, BCV and SSL PPP Contracts	relevant Infraco (2)	BCV) 13.1(b) (SSL)	Standard SpAP but only on the basis that the Draft Standard SpAP shall be deemed to contain as from the <b>JNP</b> Transfer Date such amendments, modifications and additions as are identified in and contemplated by the SpAP Supplemental Statement;”

## SCHEDULE 6

### SpAP SUPPLEMENTAL STATEMENT

Property Document (1)	Parties (2)	Clause to be replaced (3)	New clause to be inserted (4)
SpAP Supplemental Statement	N/A	1(6)	““Lessee Infraco” means the Infraco who is the tenant (pursuant to the Lease or Ancillary Lease <b>(or is entitled to become the tenant pursuant to any agreements to grant the same)</b> ) of the Space in relation to which a Space allocation application is made.”
SpAP Supplemental Statement	N/A	1(7)	““The Rights” means the relevant rights granted to each Infraco in the relevant Lease <b>(or agreement to grant the same)</b> and the relevant exceptions and reservations contained in the relevant Underlease (and any Ancillary Lease and Ancillary Underlease) <b>(or agreement to grant the same)</b> and the provisions of the Fifth Schedule of the Inter-Infraco Assets and Facilities Agreement which entitle the Infracos to occupy and use Allocated Space and Alien Allocated Space.”
SpAP Supplemental Statement	N/A	1(10)	““the SpAP Premises” means all premises from time to time the subject of any Underlease and any Ancillary Underlease <b>(or any agreements to grant the same)</b> .”
SpAP Supplemental Statement	N/A	<i>3 (Staff and Plant Space Allocation, first paragraph)</i>	“LUL, as the Undertenant under each Underlease and any Ancillary Underlease <b>(or as the party entitled to become the Undertenant pursuant to any agreement to grant the same)</b> the right to use and occupy each of the Premises. The Rights entitle the Infracos to occupy and use areas of the Space that are allocated to them by the Staff and Plant Space Allocation process of the SpAP, subject to the

Property Document (1)	Parties (2)	Clause to be replaced (3)	New clause to be inserted (4)
			terms of the Fifth Schedule of the Lease (or Ancillary Lease) or Underlease (or Ancillary Underlease) <b>(or any agreements to grant the same)</b> or Inter-Infraco Assets and Facilities Agreement (as applicable).”
SpAP Supplemental Statement	N/A	4(b) ( <i>Staff and Plant Space Allocation</i> , third paragraph, first sentence)	“The Space Allocation Tables which are to be initialled and are referred to in the Lease and Underlease <b>(or any agreements to grant the same)</b> and the Inter Infraco Assets and Facilities Agreement will record the occupational rights of the Infracos in relation to Allocated Space and Alien Allocated Space as at the Transfer Date. ...”
SpAP Supplemental Statement	N/A	7(2) ( <i>The Decision</i> ) vi.(e)	“pursuant to the provisions of the relevant PPP Contract the Space ceases to form part of any Premises demised <b>(or agreed to be demised)</b> to an Infraco under the terms of any Lease (or Ancillary Lease) <b>(or any agreements to grant the same)</b> to an Infraco.”
SpAP Supplemental Statement	N/A	7(2) ( <i>The Decision</i> ) vi.(g)	“determination of such occupation by LUL under paragraph 4.1(a) of the Fifth Schedule of the relevant Infraco’s Lease (or Ancillary Lease) <b>(or any agreements to grant the same)</b> and/or the Underlease (or Ancillary Underlease) <b>(or any agreements to grant the same)</b> to LUL.”
SpAP Supplemental Statement	N/A	7(2) ( <i>The Decision</i> ) vi.(h)	“determination of such occupation by Infraco under paragraph 4.1(b) of the Fifth Schedule to the relevant Infraco’s Lease (or Ancillary Lease) <b>(or any agreements to grant the same)</b> and/or the Underlease (or Ancillary Underlease) <b>(or any agreements to grant the same)</b> to LUL.”
SpAP Supplemental Statement	N/A	Appendix 1 <i>The Decision Criteria</i> ,	“the impact upon LUL’s ability to comply with contractual obligations entered into after the <b>JNP</b> Transfer

<b>Property Document (1)</b>	<b>Parties (2)</b>	<b>Clause to be replaced (3)</b>	<b>New clause to be inserted (4)</b>
		Significant, iii.	Date”