

Date 11 December 2020

**ST WILLIAM HOMES LLP
LONDON POWER NETWORKS PLC**

LEASE

**of substation site and easements on
land lying to the north of Leven Road, London**

MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	11 December 2020
LR2. Title number(s)	<div>LR2.1 Landlord's title number(s)</div> <div>AGL308803</div> <div>LR2.2 Other title numbers</div>
LR3. Parties to this lease	<div>Landlord</div> <div>St William Homes LLP (company no. OC396332) whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG</div> <div>Tenant</div> <div>London Power Networks plc (company no. 3929195) whose registered office is at Newington House 237 Southwark Bridge Road London SE1 6NP</div>
LR4. Property	<div>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.</div> <div>As specified in Part 1 of the Schedule of this lease and defined in this lease as "the Demised Premises".</div>
LR5. Prescribed statements etc	<div>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.</div> <div>None</div> <div>LR5.2 This lease is made under, or by reference to, provisions of:</div> <div>None</div>
LR6. Term for which the Property is leased	The Term as specified in this lease at clause 2
LR7. Premium	One Pound (£1.00)
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc	<div>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</div> <div>None</div>

	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		As specified in Clause 4
LR11. Easements	LR11.1	Easements granted by this lease for the benefit of the Property
		As specified in Part 2 of the Schedule of this lease
	LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property
		None
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		None

THIS LEASE made on the date and between the parties stated in the Land Registry prescribed clauses

1 Definitions and interpretation

1.1 In this lease the following definitions shall apply:

Brown Land: the land edged brown on the Plan which forms part of the Landlord's Property;

Building: the glass reinforced plastic kiosk constructed or in the course of construction on the Demised Premises or other erection housing the Tenant's Electrical Plant and doors gates fences spouts gutters and pipes appurtenant thereto which may be constructed on the Demised Premises during the Term;

Demised Easements: the rights set out in Part 2 of the schedule;

Demised Premises: the land described in Part 1 of the schedule hereto shown edged pink on the Plan which forms part of the Landlord's Property;

Electric Line: has the meaning given in Section 64(1) of the Electricity Act 1989 including all communication cables used in connection with the Undertaking;

Electrical Plant: has the meaning given in Section 64(1) of the Electricity Act 1989;

Estate Roads and Footpaths: the whole or any part of any of the following, irrespective of whether it is a thoroughfare:

(a) any highway, road, lane, footway, alley or passage;

(b) any square or court; and

(c) any land laid out as a way whether it is for the time being formed as a way or not,

(including verges) so far as they lie within the Landlord's Property;

Group Company: a company which is a member of the same group as the Tenant within the meaning of section 42 of the Landlord and Tenant Act 1954 and which also holds a licence granted under section 6(1)(c) of the Electricity Act 1989;

Landlord: the party named as Landlord in the Land Registry prescribed clauses and shall include any person or body for the time being entitled to the reversion immediately expectant on the determination of the Term;

Landlord's Property: the land contained within the Landlord's title number referred to in LR2.1;

Plan: the plan labelled with drawing number 8500112218L TEMP, a copy of which is annexed to this lease;

Tenant: the party named as Tenant in the Land Registry prescribed clauses and shall include its successors;

Term: the term of years created by this lease;

Undertaking: an electricity distribution business licensed under section 6(1)(c) of the Electricity Act 1989 carried on by the Tenant or any Group Company,

and the following rules of interpretation shall apply:

1.2 A reference to a statute or statutory provision includes any amendment, extension or re-enactment of it and any subordinate legislation and all orders, notices, codes of practice and guidance for the time being in force made under it;

1.3 Any obligation on a party not to do something includes an obligation not to agree to or knowingly permit that thing to be done; and

1.4 Unless the context otherwise requires, where the words “**include(s)**” or “**including**” are used in this lease, they are deemed to have the words “**without limitation**” following them.

2 **Demise**

The Tenant has paid the Landlord ONE POUND (£1) on the date of this lease and agreed to enter into the covenants in this lease and in exchange for such valuable consideration the Landlord hereby leases to the Tenant with full title guarantee all of the Demised Premises together with the Demised Easements which are granted for the benefit of the Demised Premises and the Undertaking and which may be exercised by the Tenant and all those authorised by it for the Term of 99 years from the date of this lease at an annual rent of a peppercorn (if demanded).

3 **Tenant's Covenants**

3.1 The Tenant covenants with the Landlord that it will:

3.1.1 pay the reserved rent (if demanded) without any deduction on 1 January in every year and the first payment to be made on the date of this lease;

3.1.2 indemnify the Landlord against liability for any rates and taxes which may now or in the future be separately levied upon the Demised Premises provided that the Landlord gives the Tenant prompt notice in writing of:

3.1.2.1 the receipt of any demand for such rates; and

3.1.2.2 any proposal for the separate assessment of rates whether made by the Landlord or any third party;

3.1.3 not use the Demised Premises or the Building otherwise than for the purposes of an electrical transformer substation;

3.1.4 not assign underlet or part with or share the possession of the whole or any part of the Demised Premises except that the Tenant may without the consent of the Landlord:

3.1.4.1 assign or underlet the whole of the Demised Premises to any company or body to which the operation of the Undertaking is transferred; and

3.1.4.2 share the occupation of the whole or any part of the Demised Premises with a company that is a Group Company for so long as it remains a Group Company and there is no transfer or creation of a legal estate;

3.1.5 only exercise the Demised Easements and carry out works under this lease in a proper and workmanlike manner so as not to cause any unnecessary damage to the Landlord's Property. The Tenant will make good all damage caused during the exercise of the Demised Easements at the Tenant's own cost to the reasonable satisfaction of the Landlord;

3.1.6 keep the Demised Premises and Building in a clean and tidy condition and in tenable repair and will replace or renew the Building or any part of it whenever necessary;

3.1.7 comply with all relevant statutory requirements in relation to its occupation and use of the Demised Premises and the operation of the Electric Lines and the Electrical Plant;

- 3.1.8 give the Landlord reasonable prior notice of its intention to carry out works to the Landlord's Property pursuant to the Demised Easements except in the case of emergency when no notice is required;
- 3.1.9 at the end of the Term (however it expires) remove the Electrical Plant from the Demised Premises and decommission and make safe the Electric Lines and make good the Demised Premises (but without being obliged to re-surface the Demised Premises or replace planting); and
- 3.1.10 insure with a reputable insurer (or self-insure) against third party and public liability and produce to the Landlord on demand (but no more than once a year) evidence of such insurance.

3.2

- 3.2.1 The Tenant will indemnify the Landlord against all damage costs expenses proceedings and liabilities ("**Claims**") that at the date of this lease are the reasonably foreseeable consequence of any negligence or other wrongful act or omission that:
 - 3.2.1.1 is a breach of the terms of this lease; or
 - 3.2.1.2 arises in the exercise of any of the Demised Easements,
 except such Claims which arise out of the negligence or wrongful act or omission of the Landlord its servants or agents.
- 3.2.2 The Landlord shall in relation to any Claims:
 - 3.2.2.1 give to the Tenant written notice as soon as practicable after the Landlord becomes aware of them;
 - 3.2.2.2 not admit liability to any third party or make any offer to settle any Claims without the consent of the Tenant (such consent not to be unreasonably withheld or delayed);
 - 3.2.2.3 allow the Tenant to conduct in the name of the Landlord any litigation or other dispute resolution process and give the Tenant such assistance and co-operation as the Tenant may reasonably request, the Tenant paying the fair and reasonable costs of the Landlord of doing this; and
 - 3.2.2.4 take all reasonable steps to mitigate any loss.
- 3.2.3 If the Landlord subsequently recovers (in whatever form) a sum that is directly referable to the event giving rise to the Claims the Landlord shall immediately pay to the Tenant the sum that is the lesser of:
 - 3.2.3.1 an amount equal to the sum recovered (less any out-of-pocket costs and expenses properly incurred by the Landlord in recovering the same); and
 - 3.2.3.2 the amount paid by the Tenant under this indemnity.

4 Landlord's Covenants

The Landlord covenants with the Tenant that it will:

- 4.1 Allow the Tenant to peacefully enjoy the Demised Premises and the Demised Easements throughout the Term without any interruption or disturbance by the Landlord or any person claiming by through under or in trust for the Landlord or by title paramount;

- 4.2 Not do anything on the Brown Land which would in any way hinder or obstruct access to the Electric Lines or hinder the exercise of the Demised Easements;
- 4.3 With the intention of binding all part of the Brown Land in order to benefit and protect the Demised Easements:
- 4.3.1 not do anything on the Brown Land which would interfere with or damage any Electric Line (or its ducts) retained or laid by the Tenant in the exercise of the Demised Easements and take all reasonable precautions to prevent such damage or injury;
- 4.3.2 not either alter or cover the existing level or surface of the Brown Land in such a way as to make the laying of or access to any Electric Line or ducts impracticable or more difficult than it is at the date of this lease but the Landlord shall not be prevented from laying and/or re-laying appropriate surfaces on any part of the Brown Land which forms any intended or existing road or footpath or other access way after the initial laying of Electric Lines pursuant to the Demised Easements;
- 4.3.3 without prejudice to sub-clause 4.3.2 not erect any building or structure on the Brown Land (other than such as are shown on the Plan);
- 4.3.4 nor plant any trees on or which might grow over or onto any part of the Brown Land; and
- 4.4 Not do anything to the Brown Land which would interfere with or reduce the right of support and protection for the Building, the Electric Lines.

5 Redevelopment

It is hereby agreed and declared by and between the parties as follows:

- 5.1 In this clause the expression:

Retained Land means the whole of the remainder of the land belonging to the Landlord now within the title number set out at LR2 and the Landlord's adjoining premises known as Fulham Gas Works, Imperial Road, Fulham;

Develop includes redevelop, major works, reconfiguration or refurbishment; and

Alternative Site and **Alternative Route(s)** mean respectively such site and route(s) within the Retained Land as near as possible to the Demised Premises and the land the subject of the Demised Easements respectively as shall be approved by the Tenant (such approval not to be unreasonably withheld) as suitable alternatives for the Tenant's purposes (to allow it in any event to perform its functions not less efficiently and conveniently than previously) and by any planning or other authority having jurisdiction in the selection thereof.

- 5.2 If the Landlord shall during the Term desire to Develop the Retained Land and it is necessary for such development to include the Demised Premises and/or the land the subject of the Demised Easements or some part thereof and shall have obtained planning permission for such development the Landlord shall be entitled on the date of expiration of six (6) months' prior written notice to the Tenant (the "**Notice**") to terminate this Lease subject to the following terms and conditions:

- 5.2.1 on or before the expiration of the Notice the Landlord shall with full title guarantee (subject to investigation and approval of title by the Tenant's solicitor such approval not to be unreasonably withheld) by Deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Landlord) and without payment of any consideration by the Tenant demise to the Tenant an Alternative Site and easements in respect of the Alternative Route(s) such demise to be for a period equal to the greater of (i) the residual

Term of this lease and (ii) 25 years otherwise to be in the same form and contain the same provisions and covenants (*mutatis mutandis*) as are herein contained;

5.2.2 subject to no event or circumstance beyond its reasonable control preventing or delaying it from doing so but as soon as practicable after such demise to the Tenant in respect of the Alternative Site and the Alternative Route(s) the Tenant shall (in the following order of events):

5.2.2.1 complete the erection of an electricity substation on the Alternative Site and laying or construction and installation of any necessary electric lines along the Alternative Route(s) and the bringing in to use thereof;

5.2.2.2 remove so far as necessary the electrical plant from the Demised Premises and so far as necessary remove the electric lines from the land the subject of the Demised Easements required to be released or render dead the same; and

5.2.2.3 deliver up the Demised Premises to the Landlord with vacant possession.

5.3 The Landlord shall (to which effect the Landlord hereby covenants) be liable for and pay to the Tenant on demand the costs charges and expenses reasonably and properly incurred or sustained by the Tenant in or arising out of:

5.3.1 the construction and installation of an electricity substation on the Alternative Site and the laying or construction and installation of inter alia electric lines along the Alternative Route(s);

5.3.2 the removal of the electrical plant from the Demised Premises and of electric lines from the land the subject of the Demised Easements required to be released as aforesaid;

5.3.3 the preparation and completion of the documentation required in respect of the demise of the Alternative Site and easements in respect of the Alternative Route(s) and the surrender of the Demised Premises and such of the Demised Easements required to be released as aforesaid including where applicable stamp duty land tax, all Land Registry fees for noting thereof on the Register of the title(s) relating thereto;

AND without prejudice to the foregoing if required by the Tenant so to do shall as a condition precedent to the completion of such demise from time to time make payment to the Tenant of the estimated amount of such costs charges and expenses and the Tenant will (as it hereby covenants to do so) repay to the Landlord the difference between the estimated amount so paid and the total amount (if smaller) of such costs charges and expenses.

6 Provisos

The parties agree as follows:

6.1 That if any covenants on the part of the Tenant are not substantially performed or observed despite the Landlord giving the Tenant notice of the breach and a reasonable period of time in which to remedy the breach then the Landlord may re-enter all or part of the Demised Premises and with immediate effect this lease shall determine but without prejudice to,

6.1.1 any right of action of either party in respect of any antecedent breach of any covenant by the other party or;

6.1.2 the right of the Tenant to enter the Demised Premises and to remove all apparatus equipment Electric Lines or other works and property of the Tenant.

- 6.2 All Electrical Plant Electric Lines and other equipment to be provided installed laid or fixed by the Tenant in on through under or over any part of the Demised Premises or in the ducts or under the Brown Land shall be and remain the property of the Tenant who may exchange vary or remove them at its absolute discretion at any time and may remove them at the expiration or sooner determination of the Term in either case making good any damage to the reasonable satisfaction of the Landlord.
- 6.3 Any notice served under or in connection with this lease is to be in writing and be treated as properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) unless inconsistent with the express provisions of this lease whereupon such express provisions shall prevail and in the case of the Tenant it is served on the company secretary at the Tenant's then registered office.
- 6.4 A notice will not be deemed served under this lease if it is left for the Tenant on or in the Demised Premises or the part of the Landlord's Property affected by or the subject of the Demised Easements or if it is left for the Landlord on the Landlord's Property.
- 6.5 The Tenant shall apply to the Land Registry to register this lease and shall deal promptly and properly with any requisitions raised by the Land Registry.
- 6.6 Nothing contained in this lease shall prejudice, restrict or otherwise affect the statutory rights, powers and duties of the Tenant as an electricity distribution network operator or the means by which it exercises those rights and powers or performs those duties pursuant to its Undertaking.

7 Break Clause

- 7.1 The Tenant may terminate this Lease at any time following the grant to the Tenant at the relevant time of a permanent substation lease substantially in the form of this lease but without clauses 7 and 8 (the "**Permanent Lease**") by the Tenant giving not less than 3 months prior written notice to the Landlord (or such shorter period as shall be agreed between the parties acting reasonably).
- 7.2 The plan to be annexed to the Permanent Lease shall be agreed between the parties as soon as practicable and each party shall act reasonably in agreeing the plan to include the Tenant's requirements as to access, cable routes and ventilation.
- 7.3 The Tenant agrees to enter into the Permanent Lease as soon as possible following service of the notice referred to in clause 7.1 subject to the Landlord procuring all necessary third party landowner consents to enable the rights to be granted pursuant to the Permanent Lease (including where necessary such third party landowners being a party to the Permanent Lease).
- 7.4 The Landlord may terminate this Lease at any time following the later of:
- 7.4.1 the grant to the Tenant of the Permanent Lease; and
- 7.4.2 the premises demised by the Permanent Lease being fully operational so that the Tenant can continue to distribute electricity to its distribution network,
- by giving to the Tenant written notice.
- 7.5 The Tenant shall at the written request and cost of the Landlord decommission and remove the substation and electrical apparatus at the Demised Premises following the later of:
- 7.5.1 the grant of the Permanent Lease; and
- 7.5.2 the premises demised by the Permanent Lease being fully operational so that the Tenant can continue to distribute electricity to its distribution network.

- 7.6 Termination of this Lease pursuant to clause 7.1 shall be without prejudice to the rights and remedies of either party in respect of any antecedent breach of covenant by the other.

8 Exclusion of sections 24-28 of the 1954 Act

The parties confirm that:

- 8.1 The Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 (the "Act"), applying to the tenancy created by this lease, not less than 14 days before this lease was entered into.
- 8.2 Madeleine Anne Smallwood who was duly authorised by the Tenant to do so made a declaration dated **3 December** 2020 in accordance with the requirements of section 38A(3)(b) of the 1954 Act.
- 8.3 The parties to this Lease agree that the provisions of Section 24 to 28 of the Act are excluded in relation to the tenancy created by this Lease.

Contracts (Rights of Third Parties) Act 1999

Nothing in this lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999 other than a Group Company.

This lease takes effect from the date stated in the Land Registry prescribed clauses.

THE SCHEDULE

PART 1

The Demised Premises

The parcel of land lying to the north of Leven Road, London, E14 shown edged pink on the Plan.

PART 2

The Demised Easements

- 1 With or without vehicles trolleys plant materials and equipment to pass and repass at all times and for all purposes over and along the Brown Land and the Estate Roads and Footpaths and through any gates doors or barriers across them from and to a public highway and to park vehicles on the roads which are comprised in such areas so far as is reasonably necessary for the exercise of the rights set out in this part of the Schedule subject to not obstructing the roads.
- 2 To open outwardly over the Brown Land gates or doors installed in or along the boundary of the Demised Premises.
- 3 At all times and from time to time throughout the Term:
 - 3.1 to:
 - 3.1.1 lay underground Electric Lines under, through and along the Brown Land in ducting to be provided by the Landlord; and
 - 3.1.2 thereafter use, retain, maintain, inspect, examine, test, repair, alter, relay, exchange, renew, replace, supplement and remove the Electric Lines;

in each case subject to the Tenant making good any physical damage to the Landlord's Property;
- 3.2 at all times to enter upon and break up the surface of the Brown Land to the extent reasonably necessary to allow the rights referred to in paragraphs 3(a)(i) and 3(a)(ii) of this Schedule above to be exercised subject to reinstating the surface to a standard approved by the Landlord acting reasonably;
- 3.3 to enter the Brown Land with or without vehicles contractors' plant apparatus and equipment but only to the extent necessary to exercise the Demised Easements; and
- 3.4 to fell, lop or top from time to time (acting in accordance with good forestry practice and any applicable tree preservation order) all timber and other trees, shrubs and roots now or in the future on the Brown Land which would (if not felled, topped or lopped) obstruct or interfere with the construction erection and maintenance or operation of the Electric Lines and the Tenant will remove all such timber and other wood felled, topped or lopped.
- 4 In connection with the installation in or removal from the Demised Premises of apparatus equipment and Electric Lines the right for the Tenant to use such hoists cranes and other lifting apparatus over the Brown Land as may be reasonably necessary.
- 5 To take in and expel air from the Building through the means of ventilation installed in the Building over the Brown Land as is sufficient for the safe and efficient operation of the Electrical Plant and to enter onto so much of the Brown Land as may be necessary to maintain or replace such means of ventilation.
- 6 To discharge surface water from the Building onto the Landlord's Property.

- 7 Right of support and protection for the Electric Lines and the Building from the Brown Land and (if any) buildings on it and to project the eaves of the Building over them.
- 8 To enter, on foot only and so far as may be necessary, any unbuilt upon parts of the Brown Land for the purpose of inspecting maintaining and repairing the Building and the boundaries of the Demised Premises.

EXECUTED as a DEED by ST
WILLIAM HOMES LLP acting by
its attorneys

)
) Chris Walter
) St William Homes LLP by its attorney
)
)

and

)
) Paul H
) St William Homes LLP by its attorney
)

under a power of attorney dated

in the presence of:

Witness:

Signature:

[Signature]

Name:

JADE DAVIS

Address:

4th Floor, Marlborough House
298 Regent Park Road

Occupation

Receptionist

SIGNED as a DEED by

a solicitor, as attorney for and on behalf of

London Power Networks plc under a power of
attorney dated 5 November 2019

in the presence of:

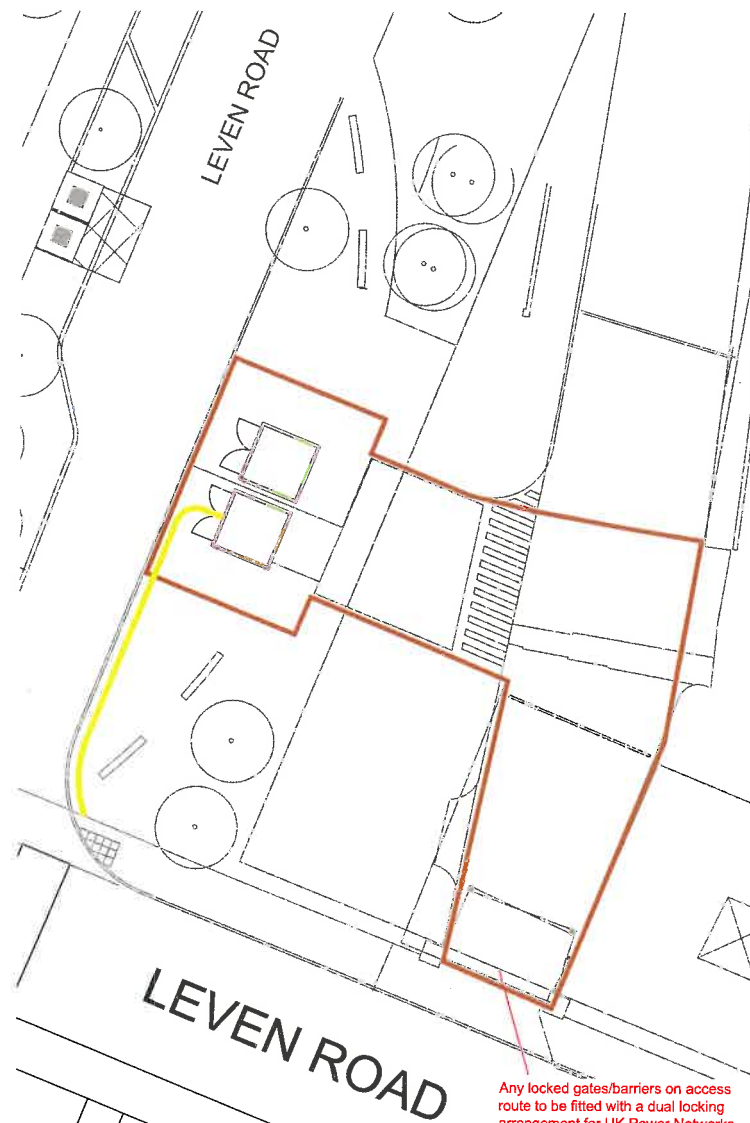
Signature of witness

.....
Name of witness

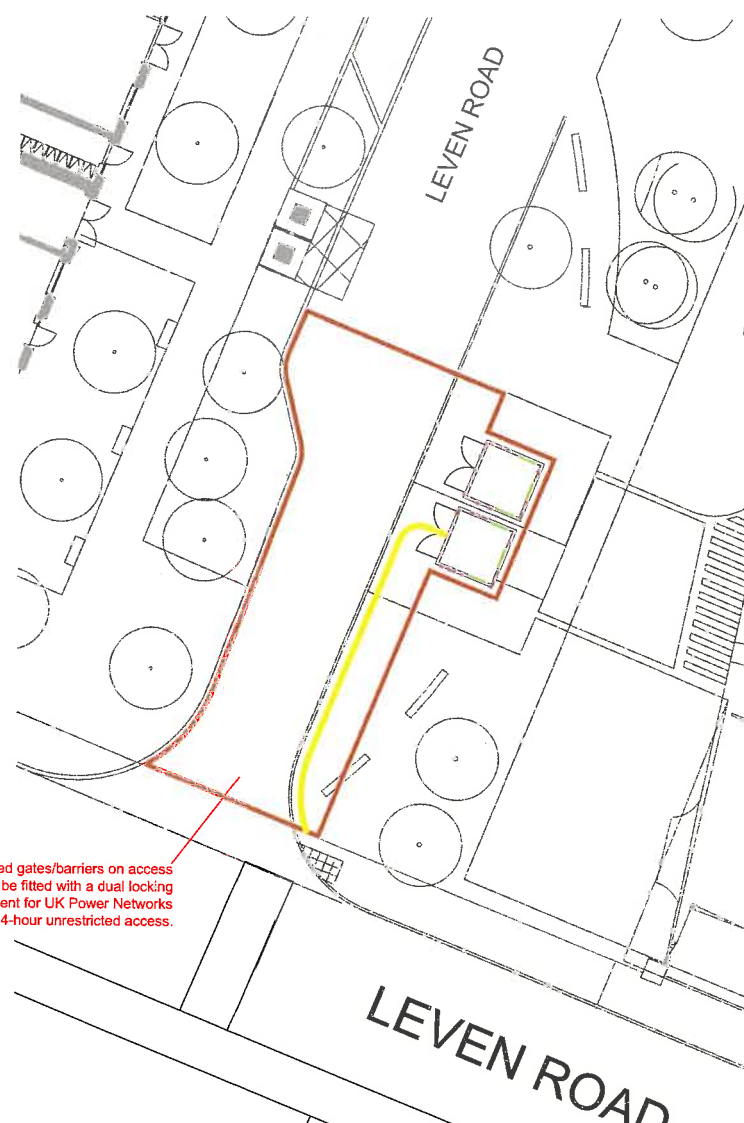
Address

Occupation

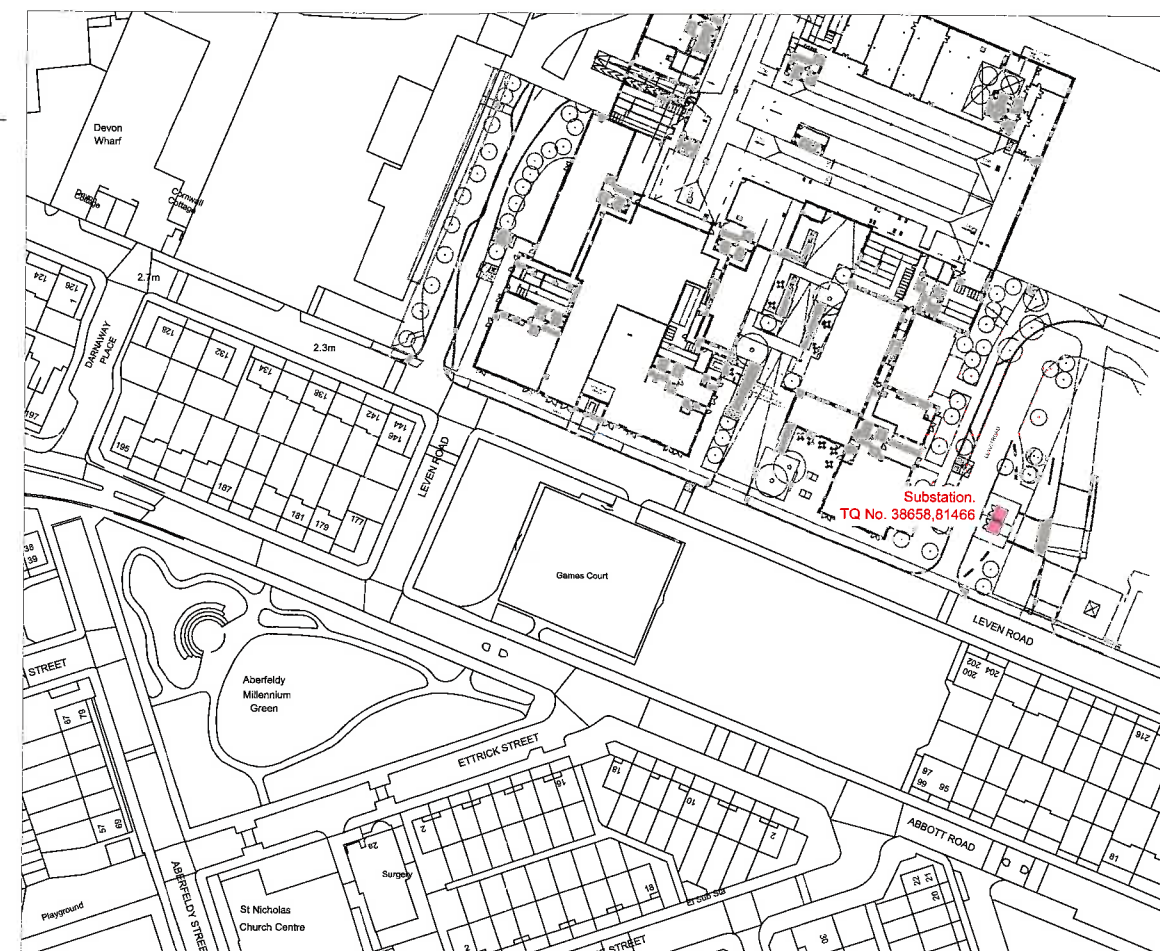
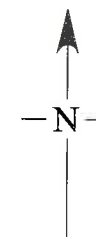
Attorney



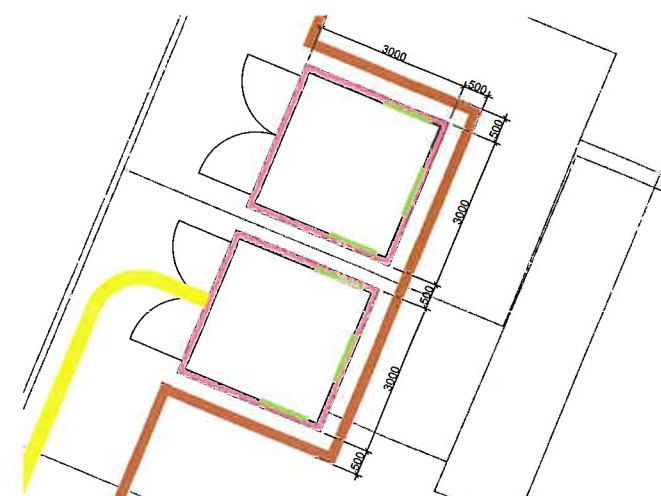
Temporary Substation Access Plan ~ Scale 1:250



Permanent Substation Access Plan ~ Scale 1:250



Location Plan ~ Scale 1:1250



Substation Plan ~ Scale 1:100

Key.

Substation/ HV Switchroom.

Access for Cables.

24 Hour Access for Men, Materials and Cables.

Ventilation.

Chris Warr
Powell

Rev	Description	Revised By	Date
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Issued For Information Only



Substation Design Team
Metropolitan Hse, 3 Darkes Lane, Potters Bar, EN6 1AG.

Title
TEMP Network Substation & TBS at:
Leven Road, Poplar Riverside,
London E14 0GQ

Date Drawn 29/04/20	Scale @ A2 As shown @ A2	Project Designer Ian Umar
Drawn By P Hobbs	Building Officer Mark Shepherd	

Drawing Number
8500112218L TEMP Rev *

