

| TERMS IN RESPECT OF THE LEASE. | |
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| Lease commencement: | Date of Practical Completion. |
| Term: | <p>A term of 25 years from the date of commencement, contracted out of security of tenure provisions of the Landlord and Tenant Act 1954.</p> <p>Determination:</p> <p>The earlier of:-</p> <ol style="list-style-type: none"> 1. the date upon which 90% of the Kings Cross Central measured by permitted floorspace has been first occupied; 2. the date upon which development on 40 of the 44 (i.e. 90%) Development Plots shown on drawing KXC005 Rev T is Practically Completed (definitions as per S106 Agreement). |
| Ground Rent from lease commencement date: | The ground rent payable from lease commencement shall be a peppercorn per annum. |
| Use: | The property to be used for the purposes of offering recruitment and skills services to employers and employees and job seekers and business support in order to develop a qualified local workforce. |
| Alienation: | The Lessee may not charge assign or sub-let the whole or any part or parts of the premises other than an assignment of the whole or a sublease of the whole or any part of the Premises to successors of the Lessee's statutory functions, (including parties contracted to provide property services that enable such statutory functions to be carried out within the premises) or to other users providing skills and recruitment centre facilities free of charge to the public with the Lessor's consent, such consent not to be unreasonably withheld or delayed. |
| Repair: | The Lessee is to be responsible for undertaking all internal repairs and decoration, and, if reasonably required by the Lessor to reinstate at the end of term to a reasonable standard taking account of normal wear and tear. |
| Insurance: | The Lessor to insure the premises for its full reinstatement value including demolition, fees and local authority charges and terrorism cover (if reasonably obtainable). |
| Alterations: | The lease to allow non structural (but not structural) alterations subject to the Lessor's consent (such consent not to be unreasonably withheld or delayed). |
| Partitioning: | The Lessee may undertake alteration of internal de-mountable partitioning or the replacement of services on giving the Lessor reasonable notice. |
| Interest on Late Payment: | Interest shall be payable in the event that the Lessee fails to make any payment on the due date at 4% above the base rate from time to time of the Lessor's Bank. |

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| Mutual Co-operation | The Lessee will not unreasonably oppose, hinder, delay or make any objection to the Lessor's adjoining development (provided that this obligation shall not fetter the statutory rights, powers or duties of the Lessee in its role as Planning Authority) and in particular that the Lessee will not in any event oppose, hinder delay or make objection to the Lessor's development works authorised or anticipated by the Planning Permission. |
| Building Service Charge | The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of the building services to the building within which the Premises are located (including reasonable and proper promotional costs) and a reasonable and proper proportion of any insurance costs. The Building Service Charge will exclude the cost of repairing inherent defects and costs of construction. |
| Estate Services | The Lessor will provide estate services. |
| Building Services | The Lessor will provide building services in accordance with the Lessor's standard lease for the estate. |
| Rights granted | The Lessee will have the right to use access roads and necessary conducting media. |
| Rights Reserved | The Lessor will have the right in respect of both the Building of which the Premises forms part and the adjoining parts of the overall development (1) to use and construct conducting media (2) of entry to maintain neighbouring property and to carry out its development (3) to oversail (4) all rights of light and air |
| Forfeiture | The Lessor will have the right to forfeit in the event that the Lessee fails to continue to provide the facility for a period of 24 months or more. And for breach of covenant where the Lessee has been given at least three months notice to remedy and has failed to do so. |
| VAT | The Lessor will waive its exemption and elect to tax. Insofar as the Tenant is unable to recover the same, the Lessor will indemnify the Lessee in respect of VAT on rent. |
| Other Terms | The lease will be in a form institutionally acceptable to both a Lessor and to a reasonable, well advised, major occupational Lessee with provisions which would be appropriate for a letting in the nature of the Premises on a high class mixed use estate. |
| Costs | Each party shall bear their own costs and disbursements incurred in respect of the completion of the lease. |
| SDLT | The Lessor will indemnify the Lessee in respect of any SDLT payable on the grant of the Lease. |

HEADS OF TERMS

Relating to: Lease of Indoor Sports Hall at Kings Cross Central, London

| TERMS IN RESPECT OF THE LEASE RE INDOOR SPORTS HALL | |
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| Lessor: | [] |
| Lessee: | Camden Council. |
| Premises: | Indoor Sports Hall. |

| TERMS IN RESPECT OF THE LEASE. | |
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| Lease commencement: | Date of Practical Completion. |
| Term: | A term of 99 years from the date of commencement with a tenant's break on six months notice after 10 years and every 5 years thereafter if there is no continuing planning need for the Facility. |
| Ground Rent from lease commencement date: | The ground rent payable from lease commencement shall be a peppercorn per annum. |
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| Use: | The property to be used for a public indoor sports facility. |
| Alienation: | The Lessee may not charge assign or sub-let the whole or any part or parts of the premises other than an assignment of the whole or a sublease of the whole or any part of the Premises to successors of the Lessee's statutory functions, (including parties contracted to provide property services that enable such statutory functions to be carried out within the premises) or to other users providing indoor sports facilities to the public with the Lessor's consent, such consent not to be unreasonably withheld or delayed. |
| Repair: | The Lessee is to be responsible for undertaking all internal repairs and decoration, and, if reasonably required by the Lessor to reinstate at the end of term to a reasonable standard taking account of normal wear and tear. |
| Insurance: | The Lessor to insure the premises for its full reinstatement value including demolition, fees and local authority charges and terrorism cover (if reasonably obtainable). |
| Alterations: | The lease to allow non structural (but not structural) alterations subject to the Lessor's consent (such consent not to be unreasonably withheld or delayed). |
| Partitioning: | The Lessee may undertake alteration of internal de-mountable partitioning or the replacement of services on giving the Lessor reasonable notice. |
| Interest on Late Payment: | Interest shall be payable in the event that the Lessee fails to make any payment on the due date at 4% above the base rate from time to time of the Lessor's Bank. |
| Mutual Co-operation | The Lessee will not unreasonably oppose, hinder, delay or make any objection to the Lessor's adjoining development (provided that this obligation shall not fetter the statutory rights, powers or duties of the Lessee in its role as Planning Authority) and in particular that the Lessee will not in any event oppose, hinder delay or make objection to any of the Lessor's development works authorised or anticipated by the Planning Permission. |
| Building Service Charge | The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of the building services to the building within which the Premises are located (including reasonable and proper promotional costs) and a reasonable and proper proportion of any insurance costs. The |

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| | Building Service Charge will exclude the cost of repairing inherent defects and costs of construction. |
| Estate Services | The Lessor will provide estate services. |
| Building Services | The Lessor will provide building services. |
| Rights granted | The Lessee will have the right to use access roads and necessary conducting media |
| Rights Reserved | The Lessor will have the right in respect of both the Building of which the Premises forms part and the adjoining parts of the overall development (1) to use and construct conducting media (2) of entry to maintain neighbouring property and to carry out its development (3) to oversail (4) all rights of light and air. |
| Forfeiture | The Lessor will have the right to forfeit in the event that the Lessee fails to continue to provide the facility for a period of 24 months or more. And for breach of covenant where the Lessee has been given at least three months notice to remedy and has failed to do so. |
| VAT | The Lessor will waive its exemption and elect to tax. Insofar as the Tenant is unable to recover the same, the Lessor will indemnify the Lessee in respect of VAT on rent. |
| Other Terms | <p>The lease will be in a form institutionally acceptable to both a Lessor and to a reasonable, well advised, major occupational Lessee with provisions which would be appropriate for a letting in the nature of the Premises on a high class mixed use estate.</p> <p>The Lessee will use all reasonable endeavours to provide the Minimum Level of Services and use all reasonable endeavours to keep the premises open for the Minimum Opening Hours, as set out in Part L of the S106 Agreement.</p> <p>The Lessor may, with reasonable notice and consultation, require the Premises to be closed from time to time for essential works to the Building within which the Premises are located.</p> |
| Costs | Each party shall bear their own costs and disbursements incurred in respect of the completion of the lease. |
| SDLT | The Lessor will indemnify the Lessee in respect of any SDLT payable on the grant of the Lease. |

HEADS OF TERMS

Relating to: Lease of the Leisure Facility at Kings Cross Central, London

| TERMS IN RESPECT OF THE LEASE RE LEISURE FACILITY | |
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| Lessor: | [] |
| Lessee: | Camden Council. |
| Premises: | Leisure Facility. |

| TERMS IN RESPECT OF THE LEASE. | |
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| Lease commencement: | Date of Practical Completion. |
| Term: | A term of 99 years from the date of commencement with a tenant's break on six months notice after 10 years and every 5 years thereafter if there is no continuing planning need for the Facility. |
| Ground Rent from lease commencement date: | The ground rent payable from lease commencement shall be a peppercorn per annum. |
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| Use: | The property to be used for a public health and fitness facility. |
| Alienation: | The Lessee may not charge assign or sub-let the whole or any part or parts of the premises other than an assignment of the whole or a sublease of the whole or any part of the Premises to successors of the Lessee's statutory functions, (including parties contracted to provide property services that enable such statutory functions to be carried out within the premises) or to other users providing swimming and other indoor leisure facilities to the public, with the Lessor's consent, such consent not to be unreasonably withheld or delayed. |
| Repair: | The Lessee is to be responsible for undertaking all internal repairs and decoration, and, if reasonably required by the Lessor to reinstate at the end of term to a reasonable standard taking account of normal wear and tear. |
| Insurance: | The Lessor to insure the premises for its full reinstatement value including demolition, fees and local authority charges and terrorism cover (if reasonably obtainable). |
| Alterations: | The lease to allow non structural (but not structural) alterations subject to the Lessor's consent (such consent not to be unreasonably withheld or delayed). |
| Partitioning: | The Lessee may undertake alteration of internal de-mountable partitioning or the replacement of services on giving the Lessor reasonable notice. |
| Interest on Late Payment: | Interest shall be payable in the event that the Lessee fails to make any payment on the due date at 4% above the base rate from time to time of the Lessor's Bank. |
| Mutual Co-operation | The Lessee will not unreasonably oppose, hinder, delay or make any objection to the Lessor's adjoining development (provided that this obligation shall not fetter the statutory rights, powers or duties of the Lessee in its role as Planning Authority) and in particular that the Lessee will not in any event oppose, hinder delay or make objection to any of the Lessor's development works authorised or anticipated by the Planning Permission. |
| Estate Service Charge | The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of estate services to the Lessor's development |

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| | <p>known as Kings Cross Central.</p> <p>PROVIDED THAT:</p> <ol style="list-style-type: none"> 1. in the first five years the estate service charge shall not exceed £10,000 Index Linked to Index (RPI), and 2. thereafter it shall not exceed an amount per square metre which is thirty three per cent (33%) of the average estate service charge per square metre for the B1 offices within the said development south of the Regent's Canal. |
| Building Service Charge | The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of the building services to the building within which the Premises are located (including reasonable and proper promotional costs) and a reasonable and proper proportion of any insurance costs. The Building Service Charge will exclude the cost of repairing inherent defects and costs of construction. |
| Estate Services | The Lessor will provide estate services. |
| Building Services | The Lessor will provide building services. |
| Rights granted | The Lessee will have the right to use access roads and necessary conducting media. |
| Rights Reserved | The Lessor will have the right in respect of both the Building of which the Premises forms part and the adjoining parts of the overall development (1) to use and construct conducting media (2) of entry to maintain neighbouring property and to carry out its development (3) to oversail (4) all rights of light and air. |
| Forfeiture | The Lessor will have the right to forfeit in the event that the Lessee fails to continue to provide the facility for a period of 24 months or more. And for breach of covenant where the Lessee has been given at least three months notice to remedy and has failed to do so. |
| VAT | The Lessor will waive its exemption and elect to tax. |
| Other Terms | <p>The lease will be in a form institutionally acceptable to both a Lessor and to a reasonably well advised major occupational Lessee with provisions which would be appropriate for a letting in the nature of the Premises on a high class mixed use estate.</p> <p>The Lessee will use all reasonable endeavours to provide the Minimum Level of Services and use all reasonable endeavours to keep the premises open for the Minimum Opening Hours, as set out in Part L of the S106 Agreement.</p> <p>The Lessor may, with reasonable notice and consultation, require the Premises to be closed from time to time for essential works to the Building within which the Premises are located.</p> |
| Costs | Each party shall bear their own costs and disbursements incurred in respect of the completion of the lease. |

HEADS OF TERMS

Relating to: Lease of Bicycle Storage Facility at Kings Cross Central, London

DEFINITIONS

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| "Premises" | : | A bicycle storage facility of no less than 810 square metres gross internal area in the lower ground floor of Plot B1 as shown on Parameter Plan KXC 005 constructed to a Shell and Core specification with a minimum of 2.6m of clear headroom and connection points to electricity, water and drainage utilities/supplies. |
| "Bicycle Storage Facility Lease" | : | A lease of the Bicycle Storage Facility to be granted by the Developer in accordance with these heads of terms. |
| "Landlord" | | [The Developer]. |
| "Tenant" | | London Bus Services Limited 172 Buckingham Palace Road London SW1W 9TN (tbc). |

The heads of terms of the Bicycle Storage Facility Lease are as follows:

1. The Premises are to be provided on a 20 year lease.
2. The initial rent shall be £12 per square foot GIA index linked to the retail price index from 1 March 2006 to the date of commencement of the Bicycle Storage Facility Lease. The Bicycle Storage Facility Lease will include provision for rent reviews after 5 years, 10 years and 15 years after the date of the commencement of the lease with such reviews indexed linked to the retail price index from the date of the previous rent review date (or the date of commencement of the Bicycle Storage Facility Lease for in respect of the first rent review date) to the date of then current rent review.
3. The Tenant shall be entitled to a 3 month rent free period from commencement of the Bicycle Storage Facility Lease.
4. The Bicycle Storage Facility Lease shall include a break exercisable by the Tenant upon giving 12 months notice in writing.
5. The Bicycle Storage Facility Lease may not be assigned and the Premises may not be underlet or sub-let but sharing occupation with companies within the same group of companies will be permitted, subject to no landlord and tenant relationship being thereby created.
6. The Tenant shall be responsible for fitting out these Premises at its own cost to meet its own needs (which shall be consistent with paragraph 7 below) and with the prior consent of the Landlord such consent not to be unreasonably withheld.

7. The Premises may only be used for the purposes of providing a public bicycle interchange/storage facility, bicycle hire with ancillary repair workshop and accessories shop, together with any additional ancillary operations approved by the landlord.
8. No more than 100 square metres within the Premises shall be used for a bicycle workshop, accessory shop and staff toilet.
9. The Tenant shall be responsible for obtaining any statutory consents that may be required at its own cost.
10. No buildings, structures or advertising may be erected by the Tenant, nor planning applications submitted in relation to the Premises, without the prior written consent of the landlord which is not to be unreasonably withheld or delayed. The parties will seek to agree an expedited process for the approval of any of the Tenant's own publicity material that would be subject to such consent. The Tenant will affix an external sign the design of which is subject to the Landlord's approval such approval not to be unreasonably withheld or delayed.
11. The Tenant shall be responsible for the removal of any ancillary equipment or facilities at the termination of the Bicycle Storage Facility Lease and the Landlord may require the removal by the Tenant of the Tenant's fixtures and fittings at the termination of the Bicycle Storage Facility Lease.
12. The Tenant shall pay a fair and reasonable proportion of any common estate service charges, insurances and utilities charges (and the whole of those incurred directly by the Tenant or solely benefiting the Premises). The Tenant shall not be responsible for contributing to the repair, maintenance and replacement of lifts within the building.
13. The Landlord will be responsible for the maintenance of the structure of the Premises and the service media serving the Premises (except where the same are the responsibility of a utilities provider) and the Tenant will be responsible for all other repairs of the Premises.
14. It is the intention of both parties that the Premises shall be used to operate a facility that provides a safe, convenient and reliable service to the general public seven days a week.

With this in mind, prior to opening the facility the Tenant shall provide to the Landlord a facility operating plan for approval, such approval not to be unreasonably withheld or delayed. The facility operating plan will include details of: operating days, opening hours, levels of staffing, management regime, security controls, frequency of planned maintenance and measures to minimise nuisance to adjoining premises. The Tenant may propose changes to the facility operation plan from time to time for Landlord's approval, such approval not to be unreasonably withheld.

The Tenant shall not open the facility until the facility operating plan has been approved by the landlord such approval not to be unreasonably withheld and shall operate the facility in accordance with the facility operating plan.

15. In the event that the Tenant commits a material breach of the facilities operating plan which is capable of being remedied but the tenant does not begin to remedy that breach within 15 working days of the Landlord providing written notice of the breach and the steps required to remedy or such other reasonable time as may be specified in the notice the Landlord may remedy the breach using reasonable actions and recover the reasonably incurred costs of so doing from the Tenant.

16. In the event that the rent is outstanding for 21 days after becoming due or a material breach of the Bicycle Storage Facility Lease or of the facilities operating plan is committed by the Tenant which cannot be remedied, the Landlord may re-enter the facility and the Bicycle Storage Facility Lease will end but without affecting any rights that either party may have against the other including (for example) the breach under which the re-entry was made.
17. The Landlord will have the right to forfeit in the event that the Tenant fails to provide the Facility for a period of 24 months or more.