

APPENDIX A

2021

LEASE

relating to

PART OF THE ROOF AND AIRSPACE ABOVE MIDDLESEX STREET ESTATE

between

THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON

and

ALDGATE SOLAR POWER LIMITED

APPENDIX A

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

AGL398451

LR2.2 Other title numbers

NONE

LR3. Parties to this lease

Landlord

THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of
P.O. Box 270 Guildhall London EC2P 2EJ

Tenant

ALDGATE SOLAR POWER LIMITED a registered society registered with Company
Number RS8430 of 8th Floor, Blue Star House, 234-244 Stockwell Road, London, SW9 9SP

Guarantor

None

LR4. Property

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

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

The term as specified in clause 1.1 of this lease in the definition of "Contractual Term".

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None

THIS LEASE is dated

2021

PARTIES

- (1) The Landlor stated in Clause LR3; and
- (2) The Tenant stated in Clause LR3

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

- (j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Accessway: the parts of the Landlord's Neighbouring Property to be used in common by the Tenant, other tenants and occupiers of the Building, the Landlord and those properly authorised or permitted by them to do so in order to access the Building.

Annual Rent: a peppercorn (if demanded).

Break Date: a date which is at least three months after service of the Break Notice.

Break Notice: written notice to terminate this lease specifying the Break Date.

Building: all that freehold building known as Middlesex Street Estate shown edged blue on the Plan

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Central FIT Register: the register maintained by Ofgem as defined in the SLCS.

Common Parts: the accessways, stairs, corridors, lobbies and basement within the Building.

Contractual Term: a term of 20 years beginning on, and including the date of installation of the Equipment.

Default Interest Rate: four percentage points above the Interest Rate.

Equipment: the solar photovoltaic equipment listed in Schedule 1 and shown edged green on the Plan together with any permitted additional or replacement equipment which the Tenant may from time to time install on the Property.

FIT Order: Feed-in Tariffs Order (*SI 2012/2782*).

FIT payments: any payments (including tariffs) payable under the FIT Order and the SLCS in respect of the renewable energy generated by the Equipment (whether exported to the Grid or not).

Grid: the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles

dropped from them, impact by vehicles, riot and civil commotion and **Insured Risk** means any one of the Insured Risks.

Interest Rate: interest at the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Middlesex Street Estate and registered at HM Land Registry with title number [insert title number].

LTA 1954: Landlord and Tenant Act 1954.

Ofgem guidance: The guidance issued by Ofgem from time to time relating to the FIT Order, the duties imposed by the FIT Order and the SLCS, the operation of the Central FIT Register and any other matters relating to FIT payments.

Permitted Use: for the erection and operation of the Equipment in order to generate electricity subject to the Tenant obtaining all requisite approvals consents for the maintenance and installation of the Equipment.

Plan: the plan attached to this lease.

PPA: Power Purchase Agreement dated 2021 and made between Aldgate Solar Power Limited and The Mayor and Commonalty and Citizens of the City of London and annexed at Schedule 4 to this lease.

Property: the airspace immediately above that part of the roof of the Building as is shown coloured red on the Plan up to a height of 2 metres above the roof surface (as measured perpendicular to the angle of that roof surface) but excluding:

- (a) any part of the roof of the Building; and
- (b) any structural part of the Building.

Rent Payment Dates: each anniversary of the date of this lease.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

SLCS: The Standard Licence Conditions of Electricity Supply Licences as modified to provide for FIT payments and published by Ofgem from time to time.

Third Party Rights: all rights, covenants and restrictions easements privileges and stipulations of whatever nature affecting the Building including the matters referred to at the date of this lease in the property and charges register of Title Number [INSERT TITLE NUMBER] in so far as the same are still subsisting and still capable of taking effect.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair and reasonable proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord acting reasonably.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Building.
- 1.8 A reference to the **term** is to the Contractual Term.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.5.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.13 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Any obligation in this lease not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 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.
- 1.16 A **person** includes a corporate or unincorporated body.
- 1.17 References to **writing** or **written** do not include faxes or email.
- 1.18 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to support for the Equipment from those parts of the structure of the Building to which the Equipment is attached or on which it rests (in each case with permission given under or in accordance with this lease);
 - (b) the right between the hours of 8 am and 5pm on weekdays/weekends to use those Common Parts for the purposes of vehicular and pedestrian access between the Property and the public highway and to access and read the meters which monitor the electricity generated by the Equipment or exported to the Grid;
 - (c) the right to use those parts of the Building shown blue on the Plan for the purpose of pedestrian access only to access and carry out repairs to the Equipment from time to time;
 - (d) the right, subject to clause 3.9, to:
 - (i) install in the Common Parts such electricity cables and ancillary equipment as are required in order to transmit electricity to and from the Equipment, either as part of the electrical supply within the Building or in order to export to the Grid electricity generated by the Equipment; and
 - (ii) access those cables and ancillary equipment (on reasonable prior notice to the Landlord, save in the case of emergency) in order to inspect, repair and maintain them;
 - (e) the right, subject to clause 3.9, to use and to connect into any Service Media at the Building that:
 - (i) belong to the Landlord; and
 - (ii) relate to the transmission of electricity within the Building;
 - (f) the right, subject to clause 3.9, to attach the Equipment to or rest the Equipment on that part of the roof of the Building as lies immediately below the Property; and
 - (g) the right (subject to payment in accordance with clause 10.1) to the supply of electricity to the Property.
- 3.2 The Rights granted in clause 3.1(b), (c), (e) clause are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Property and Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.

- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.
- 3.5 The Tenant shall exercise the Rights in accordance with any regulations made by the Landlord as mentioned in clause 26.
- 3.6 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.7 The Landlord may, at its discretion, change the route of any means of access to or egress from the Property through the Common Parts so long as a means of access and egress is maintained at all times, save in case of emergency.
- 3.8 In relation to the Right mentioned in clause 3.1(e), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.9 In relation to the Rights mentioned in clause 3.1(d), clause 3.1(e) and clause 3.1(f) the Tenant may only exercise those Rights:
- (a) if the Landlord has first granted written consent for the works; and
 - (b) in accordance with the terms of that written consent.
- 3.10 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any other part of the Building or any neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights (**the Reservations**) are excepted and reserved from this lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property:
- (a) all rights of light and air over the Property as exist at the date of this lease or are subsequently enjoyed at any time during the term;
 - (b) a right of protection from the Equipment for that part of the roof of the Building beneath the Equipment;
 - (c) the full and free right to develop the Landlord's Neighbouring Property as the Landlord may think fit;
 - (d) the right to erect scaffolding at the Building and attach it to any part of the Building in connection with any of the Reservations;

- (e) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights mentioned in clause 3.1(b) are exercised; and
- (f) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(e) are exercised,

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord also reserves the right to enter the Property:

- (a) to inspect, repair, maintain, install, construct, re-route or replace:
 - (i) the roof and any structural parts of the Building;
 - (ii) any Service Media; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property, the Building or the Landlord's Neighbouring Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 The Tenant shall (at the Landlord's expense) take such steps as are necessary (including temporarily suspending operation of or removing or relocating some or all of the Equipment) in order to permit the Landlord to exercise the Reservations mentioned in clause 4.2.

4.6 Any party exercising any of the Reservations shall use all reasonable endeavours to minimise any consequent disruption or interruption to the continued operation of the Equipment for the Permitted Use.

4.7 The Landlord shall pay reasonable compensation to the Tenant for loss of income arising directly out of the exercise of any of the Reservations which disrupt or interrupt the continued operation of the Equipment for the Permitted Use for more than 60 days in any five year period. Any compensation payable will be subject to a maximum cap of £4,000 and will not be payable where a force majeure event has resulted in the Landlord exercising their rights.

5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it (if applicable) in advance on or before the Rent Payment Dates.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease.

7. LANDLORD'S WARRANTIES

7.1 No warranty is given by the Landlord that

- (a) the Property or roof of the Building below the Property is suitable for the Equipment or the Permitted Use;
- (b) any planning permission required for the installation or operation of the Equipment has been or will be by obtaining the Landlord consents; and
- (c) any other consent required for the installation or operation of the Equipment has been or will be obtained by the Landlord.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall (at its own expense) keep the Building other than any plate glass insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full

reinstatement cost (taking inflation of building costs into account). The Landlord shall not insure the Equipment.

- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 8.3 The Tenant shall pay to the Landlord on demand any increase in the premium payable by the Landlord to insure the Building which increase is attributable (on a fair and reasonable basis) to the presence of the Equipment on the Building.
- 8.4 The Tenant shall (in relation to any policy of insurance relating to the Building of which the Tenant has been given details in writing):
- (a) give the Landlord notice immediately if any matter occurs in relation to the Tenant or the Property that the insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building;
 - (b) not do or omit anything as a result of which:
 - (i) that policy may become void or voidable or otherwise prejudiced; or
 - (ii) the payment of any policy money may be withheld; or
 - (iii) (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) any increased insurance or additional premium may become payable;
 - (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
 - (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
 - (e) not effect any insurance of the Property (except any of the Equipment at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than the Equipment) pay those proceeds or cause them to be paid to the Landlord promptly; and
 - (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant or any authorised person of the Tenant, undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

- 8.5 Prior to bringing the Equipment onto the Accessway, or installation on the Property and/or Building, and until the Equipment is removed from the Building, Property and/or the Accessway, the Tenant shall
- (a) keep the Equipment insured with a reputable insurer for its full reinstatement cost against the Insured Risks; and
 - (b) insure against public liability to a minimum cover of £10 million pounds arising from the installation use and operation and repair of the Equipment or the Rights for the Permitted Use.
- 8.6 The Tenant must within 14 days of receiving a demand (though not more than once in any 12 month period) provide the Landlord a copy of its insurance policy and schedule.
- 8.7 The Landlord shall, subject to obtaining all necessary planning and other consents (which the Landlord agrees to use its reasonable endeavours to obtain), use all insurance money received in connection with any damage to the Building (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Building. The Landlord shall not be obliged to:
- (a) provide a Building identical in layout or design so long as the size and orientation of the part of the roof above which the Property was situated is reasonably equivalent to that of the Building as at the date of this lease; and
 - (b) repair or rebuild the Building after a notice has been served pursuant to clause 8.9 or 8.10. In such circumstances the insurance money received shall belong to the Landlord in full.
- 8.8 If the Property is damaged or destroyed by a risk against which the Landlord is obliged to insure so as to be unfit for occupation and use, or if the Common Parts are damaged or destroyed by a risk against which the Landlord is obliged to insure so as to make the Property inaccessible or unusable then, unless the policy of insurance in relation to the Property or the Common Parts has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the Property accessible or useable (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.
- 8.9 If, following damage to or destruction of the Building, the Landlord reasonably considers that it is impossible or impractical to reinstate the

Building, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy in respect of any breach of the covenants of this lease.

- 8.10 The Tenant may terminate this lease by giving 3 months' written notice to the Landlord if, following damage or destruction of the Building or the Common Parts by an Insured Risk, the Building has not been reinstated so as to render the Property once more fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach of the covenants of this lease.

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any such rates, taxes or other impositions are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.
- 9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply of electricity and any other utilities to the Property as a result of the Equipment being placed on the Property.

10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity to or from the Property.

11. VAT

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. DEFAULT INTEREST AND INTEREST

12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

13. COSTS

13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of

those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not to unreasonably withhold it).

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

15. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within 21 days after completion of the registration, the Tenant shall send the Landlord official copies of its title.

16. ASSIGNMENTS

16.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

16.2 The Tenant shall not assign part only of this lease.

16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released

from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

- (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor (and any former tenant);
 - (iv) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that a person of equal financial standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 2 (but with such amendments and additions as the Landlord may reasonably require).

16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if:

- (a) the proposed assignee is not of equal financial standing to the Tenant;
- (b) any Annual Rent or other money due under this lease is outstanding; or
- (c) the proposed assignee is not or will not be an accredited FIT generator (as defined in the SLCS).

16.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

17. UNDERLETTINGS

The Tenant shall not underlet the whole or any part of the Property or share or part with occupation or possession of the whole or any part of the Property. The Tenant shall not hold the Property on trust for another.

18. CHARGING

18.1 The Tenant shall not charge the whole of this lease without the written consent of the Landlord, such consent not to be unreasonably withheld.

18.2 The Tenant shall not charge part only of this lease.

19. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

20. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

20.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

20.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

20.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 plus VAT .

20.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

21. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

22. REPAIRS

22.1 The Tenant shall keep the Equipment and any cables or equipment laid in accordance with clause 3.1(d) in good repair and condition, properly cleaned, safe and in good working order to the reasonable satisfaction of the Landlord.

22.2 Where the Equipment is damaged by an Insured Risk, the Tenant shall, subject to obtaining all necessary planning and other consents (which the Tenant agrees to use its reasonable endeavours to obtain) use all insurance money received in connection with any damage to the Equipment to repair promptly the damage for which the money has been received or (as the case may be) in replacing the Equipment. The Tenant shall not be obliged to repair or replace the Equipment after a notice has been served pursuant to clause 8.9 or 8.10. In such circumstances the insurance money received by the Tenant shall belong to it in full.

22.3 The Tenant shall use its best endeavours to keep the Equipment operational at all times and shall investigate promptly, on request by the Landlord, any persistent reduction in or interruption of the electricity generated by the Equipment.

22.4 Subject to clause 22.6, the Landlord shall use its reasonable endeavours to:

- (a) keep that part of the roof of the Building as lies below the Property in sufficient repair to provide support for the Equipment;
- (b) keep reasonably well lit those Common Parts which the Tenant is entitled to use; and
- (c) keep in reasonable working order those lifts which the Tenant is entitled to use.

22.5 The Landlord shall not be obliged to carry out any works where:

- (a) the need for those works has arisen by reason of any damage or destruction caused by a risk against which the Landlord is not obliged to insure; or
- (b) the Landlord was not aware of the need for repair; or
- (c) (in the case of repairs of the roof) the Tenant has failed to discharge its obligations so that the works of repair can be carried out.

22.6 The Landlord shall not be liable for any failure to comply with the requisite clauses for any reason that is outside the reasonable control of the Landlord.

22.7 The Tenant shall provide an emergency contact detail to the Landlord and shall give notice to the Landlord of any changes to these details at any time during the Contractual Term.

23. ALTERATIONS AND SIGNS

23.1 The Tenant shall, within one month of the date of this Lease, install those items of the Equipment as are listed in Schedule 1 and connect that Equipment to the Building in such a manner as will enable the electricity generated by the Equipment to be used in the Building. Such works shall be carried out to the reasonable satisfaction of the Landlord.

23.2 The Landlord and the Tenant agree that

- (a) the Equipment is the property of the Tenant; and
- (b) any Equipment which is attached or affixed to the Building is attached or affixed only for the purpose of its more effective use and operation, and is not intended to be a permanent addition or improvement to the Property or the Building.

23.3 The Tenant may install additional equipment with the Landlord's consent which may be withheld in the Landlord's absolute discretion.

23.4 If the Landlord consents to the Tenant installing additional equipment pursuant to clause 23.3, the Tenant must:

- (a) provide the Landlord with a revised structural survey in relation to any additional equipment;
- (b) provide the Landlord with evidence of insurance covering the additional equipment; and
- (c) pay the Landlord's legal and surveyor's costs in respect of considering the additional equipment.

23.5 The Tenant shall not display any sign, fascia, placard, board, poster or advertisement on the Property other than reasonable safety notices to other users of the Building.

24. RETURNING THE PROPERTY TO THE LANDLORD

24.1 At the end of the term or earlier determination the Tenant shall return the Property to the Landlord in good repair and condition as required by this

lease.

- 24.2 The Landlord may notify the Tenant in the last six months of the term that it requires the Tenant to leave the Equipment at the Property. If the Landlord serves such notice then, at the end of the Term, the Equipment will become the property of the Landlord.
- 24.3 Subject to clause 24.2, before the end of the term the Tenant shall at its own cost:
- (a) remove the Equipment from the Property;
 - (b) remove from the Property all other chattels (other than the Equipment) belonging to or used by it;
 - (c) remove or reinstate any alterations that it or its predecessors in title have made to the Property; and
 - (d) make good any damage caused to the Property by that removal within 21 days of written notice given by the Landlord.
- 24.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than twenty one working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

25. USE

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 25.2 The Tenant shall not use the Property or operate the Equipment for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of neighbouring property or any other person.
- 25.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property whether alone or jointly with other parts of the Building.
- 25.4 The Landlord shall not erect any building or structure or equipment on the roof of the Building which may obstruct the free passage of light and air to

the Property across the remainder of the Building, provided that the Landlord shall not be held to be in breach of this covenant by reason of:

- (a) any equipment, building or structure that is in place on the roof of the Building at the date of this lease;
- (b) any equipment, building or structure erected pursuant to a Third Party Right; or
- (c) any equipment, building or structure which the Landlord is obliged by law to erect.

25.5 The Landlord shall not use the Building for any purpose or in any manner which will interfere to a material extent with the operation of the Equipment provided that the Landlord shall not be held to be in breach of this covenant by reason of the use of the Building by any other tenant or authorised occupier in accordance with a lease, licence or other document or contractual arrangement existing at the date of this lease or any statutory continuation thereof.

25.6 Unless expressly provided nothing in this lease shall impose or be deemed to impose any restriction on the use of the Building or of the Landlord's Neighbouring Property or of any other neighbouring property.

26. REGULATIONS

The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Building and the Common Parts.

27. COMPLIANCE WITH LAWS AND NOTICES

27.1 The Tenant shall comply with all laws relating to:

- (a) the use of the Property for the Permitted Use;
- (b) the use of the Service Media and Common Parts which the Tenant is permitted to use;
- (c) any works carried out at the Property;
- (d) all materials kept at or disposed from the Property; and
- (e) all appropriate health and safety regulations.

27.2 The Tenant shall comply with all Ofgem guidance relevant to its use of the Property for the Permitted Use.

27.3 Without prejudice to any obligation on the Tenant to obtain any consent or

approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 27.4 Within five working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 27.5 The Tenant shall not apply for any planning permission for the Property without the prior consent of the Landlord, which consent may be withheld in its absolute discretion except where planning permission is required in respect of alterations to the Equipment to which the Landlord has given consent as required by clause 23.
- 27.6 The Tenant must comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file and fire fighting equipment, be the only client as defined in the provisions of the CDM Regulations, fulfil in relation to all and any works all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice (if applicable) published from time to time by the Health and Safety Executive in relation to the CDM Regulations.
- 27.7 Upon reasonable request, the Tenant must forthwith deliver to the Landlord any and all health and safety files relating to the Property in accordance with the CDM Regulations.
- 27.8 The Tenant must supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 27.9 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property or the Equipment by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 27.10 The Tenant shall keep the Property equipped with all fire prevention

detection and fighting machinery and equipment and fire alarms which are:

- (a) required under any relevant law and/or regulation;
- (b) required by the insurers of the Property or the Building (so long as the Tenant has been previously notified of these requirements);
- (c) reasonably recommended by the insurers of the Property or the Building (so long as the Tenant has been previously notified of these recommendations);
- (d) and shall keep that machinery, equipment and those alarms properly maintained and available for inspection.

28. HEALTH AND SAFETY

- 28.1 The Tenant must not store on the Property or bring onto it anything of a combustible, inflammable or explosive nature, and must comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Property.
- 28.2 The Tenant must not obstruct the access to any fire equipment or the means of escape from the Property, or lock any fire door while the Property is occupied.
- 28.3 The Tenant shall carry out its own health and safety and fire assessments as to whether or not the Property is suitable for the installation of the Equipment.

29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 29.1 The Tenant shall not grant any right or licence over the Property to any person nor permit any person to make any encroachment over the Property.
- 29.2 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building (other than by the installation of the Equipment).
- 29.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Building is enjoyed with the consent of any third party.
- 29.4 The Tenant shall immediately notify the Landlord if any person takes or threatens to take any action to obstruct the flow of light or air to the Property.

30. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 30.1 The Landlord may enter the Property to inspect the condition and state of

repair of the Equipment and may give the Tenant a notice of any breach of any of the Tenant covenants relating to the condition or repair of the Property or the Equipment.

- 30.2 If the Tenant has begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 30.3 The costs incurred by the Landlord in carrying out any works pursuant of this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.
- 30.5 If the Landlord needs to carry out repairs to the roof or structure of the Building the Landlord may request the Tenant to remove the Equipment at the Landlord's cost upon service of two months' written notice. In such circumstances the Landlord shall carry out and complete the necessary repairs diligently and the Tenant shall be entitled to reinstate the Equipment at the Landlord's cost upon completion of the repairs.

31. INDEMNITY

- 31.1 The Tenant shall keep the Landlord indemnified on a full indemnity basis against all liabilities, expenses, costs claims damage and loss (including any solicitors' or other professionals' costs and expenses, diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) caused by or arising from:-
- (a) the construction installation maintenance removal or alteration of the Equipment or any additional equipment;
 - (b) the operation of the Equipment;
 - (c) the Equipment being on the Landlord's Building;
 - (d) the use of the Property for the Permitted Use;
 - (e) any exercise of any of the Tenant's Rights;
 - (f) any breach of any tenant covenants in this lease; or
 - (g) any act or omission of the Tenant any undertenant or their respective workers, contractors, agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

32. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

33. TERMINATION

33.1 If in the reasonable opinion of the Tenant, the Property is no longer suitable for the operation of the Equipment the Tenant may serve notice in writing on the Landlord to terminate this lease on the date specified in the notice, which date shall not be less than three months after the date of service of the notice. On expiry of the notice, this lease shall terminate and the Tenant shall remove the Equipment and reinstate the Property at no cost to the Landlord.

33.2 If the Landlord wishes to carry out major alterations to, major building works on, or redevelopment or reconstruction of the Building, the Landlord may serve notice in writing on the Tenant to terminate this lease on the date specified in the notice, which date shall not be less than three months after the date of service of the notice. On expiry of the notice, this lease shall terminate.

33.3 If the Landlord terminates this lease for the whole of the Property under this clause then the PPA shall terminate simultaneously for the whole of the Property and the Tenant shall be entitled to the compensation as set out in and in accordance with Schedule 3.

33.4 Termination of the lease in any of the circumstances referred to in this clause 33 shall be without prejudice to any right or remedy either party in respect of any antecedent breach of the covenants or conditions.

34. TERMINATION OF THE PPA

34.1 Pursuant to the provisions of this lease if the PPA is terminated this lease will automatically terminate.

34.2 For the avoidance of doubt if there is any termination by breach of the PPA by the Tenant for whatever reason, no compensation in accordance with Schedule 3 shall be payable under this lease whatsoever.

34.3 In the event the PPA is terminated for part or whole of the Property for any reason under clause 11.1 (a) – (c) of the PPA (other than as a result of a breach by the Tenant or if the Tenant voluntarily terminates it) this lease shall

automatically terminate and the Landlord shall pay compensation in accordance with Schedule 3 to the Tenant within 40 days of such termination.

- 34.4 Termination of this lease pursuant to clause 34.1 shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 34.5 For the avoidance of doubt no compensation shall be payable in the event of mutual termination of this lease or the PPA.

35. FIT PAYMENTS AND USE OF ELECTRICITY GENERATED

- 35.1 The Tenant shall use its best endeavours to ensure that at all times during the term:
- (a) it is the appropriate FIT Generator (as defined in the SLCS) for the Equipment; and
 - (b) the Equipment is registered in the Central FIT Register as an Eligible Installation (as defined in the SLCS).
- 35.2 The Tenant shall supply to the Landlord (promptly following a request to do so) written evidence that both requirements in clause 35.1 are then currently satisfied.
- 35.3 The Tenant shall at all times maintain full records of the FIT payments which it receives, the period to which the FIT payments relate, the electricity generated by the Equipment and the electricity exported to the Grid from the Equipment. The Tenant shall supply to the Landlord, promptly following a request to do so, a copy of these records.
- 35.4 The Tenant is entitled to keep all the FIT payments.
- 35.5 The electricity generated by the Equipment shall belong to the Tenant and the Tenant may export to the Grid any or all of the electricity generated by the Equipment

36. GUARANTEE AND INDEMNITY

- 36.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that

entered into by the former guarantor.

36.2 Clause 36.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

36.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that the guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

37. RE-ENTRY AND FORFEITURE

37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable;
- (b) any significant breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. LIABILITY

38.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

38.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 39.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.
- 39.2 The Tenant acknowledges that in entering into this lease it has not relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.
- 39.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

- 40.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 40.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 40.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 40.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 40.5 If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 40.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

40.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW AND JURISDICTION

41.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

41.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

42. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

42.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;
- (b) [] who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

42.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

43. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

44. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

45. DECLARATION

If any term of this lease is found by any court of body or any authority of competent jurisdiction to be illegal, void or unenforceable, such term shall be deemed to be severed from this lease and shall not affect the remainder of this lease which shall continue in full force and effect

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by ALDGATE SOLAR POWER LIMITED acting by two directors

.....
SIGNATURE OF
Director

.....
SIGNATURE OF
Director

THE COMMON SEAL of THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON

was affixed in the presence of :-)

AUTHORISED OFFICER

Schedule 1 The Equipment

Description of the equipment approved for use.

Repowering to provide this information

Schedule 2 Plan

Plan showing the Equipment, Property and Building

Schedule 3 Calculation of compensation to be paid by the Landlord for early termination of the lease

If the Landlord exercises its right to terminate this lease in accordance with clause 33 it shall, within 14 days after the actual date of determination pay to the Tenant the sum calculated in accordance with the table in this Schedule

Year	Compensation to be paid by the Council
Year 1	£16,115
Year 2	£15,425
Year 3	£14,735
Year 4	£14,405
Year 5	£13,354
Year 6	£12,664
Year 7	£11,974
Year 8	£11,283
Year 9	£10,593
Year 10	£9,903
Year 11	£9,213
Year 12	£8,522
Year 13	£7,832
Year 14	£7,142
Year 15	£6,451
Year 16	£5,761
Year 17	£5,071
Year 18	£4,381
Year 19	£3,690
Year 20	£3,000

Schedule 4: Power Purchase Agreement