

DATED

**LORD MAYOR AND CITIZENS OF THE CITY OF
WESTMINSTER (1)**

ECLIPSE POWER NETWORKS LIMITED (2)

L E A S E

An Electricity Substation chamber at
EBURY BRIDGE, EBURY BRIDGE ROAD, LONDON, SW1 8PX

LR1. Date of lease	
LR2. Title number(s)	LR2.1 Landlord's title number(s)
	NGL442340
	LR2.2 Other title numbers
LR3. Parties to this lease	Landlord
	LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of Westminster City Hall, 64 Victoria Street, London SW1E 6QP
	Tenant
	ECLIPSE POWER NETWORKS LIMITED (Co. Regn. No. 09633506) of 25 Osier Way, Olney, Bucks MK46 5FP
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.
	As specified in Schedule 1 of this lease and defined in this lease as "Property". The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease, the only rights granted to the Tenant are those set out in this Lease and the Tenant is not entitled to any other rights affecting any adjoining property
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:
LR6. Term for which the Property is leased	The term as specified in this lease at Clause 1
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	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	As specified in Clause 4
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property
	As specified in Schedule 2 of this lease

	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property As specified in Part 1 of Schedule 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	n/a

THIS LEASE made the

BETWEEN:

- (1) LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of Westminster City Hall, 64 Victoria Street, London SW1E 6QP (the "**Landlord**"); and
- (2) ECLIPSE POWER NETWORKS LIMITED (Co. Regn. No. 09633506) of 25 Osier Way, Olney, Bucks MK46 5FP (the "**Tenant**")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, including the schedule, the following words and expressions have the meanings set out below:

Access Land: means the land coloured blue on the Plan being part of the Estate

Building: the Landlord's building constructed or in the course of construction on the Estate including all plant fixtures alterations additions and improvements.

Distribution Network Operator (the "DNO"): means London Power Networks plc (Company No. 3929195) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP and shall include anyone carrying on all or part of its undertaking in succession to it.

DNO's Asset: those assets shown on the Plan (if any) and those which belong to the DNO under the provisions of any bilateral connection agreement made between the DNO and the Tenant

Easement Land: means the land coloured blue, red, yellow and yellow hatched red on the Plan being part of the Estate

Estate: means the Landlord's land comprised in title number specified in LR2

Estate Roads: means until adoption as a public highway any roads carriageways verges pavements service strips service areas or footpaths now constructed on the Estate linking the Estate with the public highway including any of the above which may be constructed during the Term.

Electric Lines: means electric lines (and other) cables as defined by Section 64(1) of the Electricity Act 1989 as amended together with telephone signalling fibre optic cables lines inspection covers manholes joint boxes and all apparatus appertaining thereto.

Electrical Plant: means any electric plant equipment apparatus or appliance as defined by Section 64(1) of the Electricity Act 1989 as amended

LPNP Lease: means the lease of a substation chamber at Ebury Bridge, London SW1 8OX made between (1) Landlord and (2) London Power Networks Plc

the Plan: the plan attached to this Lease.

Property: means the electricity substation site situated in the Building being more particularly described in Schedule 1.

Rights: the rights set out in Schedule 2.

Substation: the chamber or enclosure constructed or to be constructed on the Property within or over which the Tenant's Electrical Plant, machinery and apparatus is or will be situated.

Tenant's Assets: those assets shown on the Plan (if any) and those which belong to the Tenant under the provisions of any bilateral connection agreement made between the Tenant and the DNO

Term: means the term of 99 years from the date hereof

Undertaking: means an electricity distribution business licensed under section 6(1)(c) of the Electricity Act 1989 as amended by section 30 of the Utilities Act 2000 carried on by the DNO and/or the Tenant.

2. DEMISE AND TERM

In consideration of the sum of one pound (£1.00) now paid by the Tenant to the Landlord (receipt of which is hereby acknowledged) and the annual rent of one peppercorn (if demanded) and the covenants on the part of the Tenant hereinafter contained the Landlord with full title guarantee **HEREBY DEMISES** unto the Tenant **ALL THAT** the Property **TOGETHER** with the Rights **EXCEPTING AND RESERVING** to the Landlord the rights specified in Schedule 4 **TO HOLD** the same unto the Tenant for the Term.

3. TENANT'S COVENANTS

3.1 The Tenant COVENANTS with the DNO as set out in Schedule 3

3.2 The Tenant COVENANTS with the Landlord as follows:

3.2.1 To pay the reserved rent (if demanded) at the times and in manner aforesaid

3.2.2 To keep the Landlord indemnified from liability for any rates and taxes which may now or hereafter be separately assessed charged or imposed upon the Property provided that the Landlord has given to the Tenant prompt notice of the receipt of any demand for rates in respect of the Property and of any proposal for the separate assessment thereof whether made by the Landlord or any other person or persons

3.2.3 Not to use the Property or the Substation otherwise than for the purposes of an electrical transformer substation

3.2.4 Not to obstruct the Access Land or Estate Roads except for temporary obstructions or closures which are reasonably required by the Tenant whilst exercising its rights under this Lease and PROVIDED THAT:-

3.2.6.1 such obstruction or closure shall be for no longer than reasonably necessary;

3.2.6.2 the Tenant is to provide the Landlord with not less than 5 days' notice (except in an emergency when no notice shall be required) of any such obstruction or closure detailing when and for how long it is anticipated that any such closure or obstruction will take place.

3.2.5 On the expiration or sooner determination of the Term if so requested by the Landlord to remove the Substation and Electrical Plant from the Property and the Estate to the reasonable satisfaction of the Landlord PROVIDED THAT the Tenant shall be at liberty on or before the expiration or sooner determination of the Term to remove from the Property and from the Estate all plant machinery apparatus and fixtures installed in connection with the Substation.

3.2.6 To 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:

3.2.8.1 is a breach of the terms of this Lease; or

3.2.8.2 arises in the exercise of any of the Rights,

except such Claims which arise out of the negligence or wrongful act or omission of the Landlord its servants or agents;

3.2.7 The Landlord shall in relation to any Claims:

3.2.9.1 give to the Tenant written notice as soon as practicable after the Landlord becomes aware of them;

3.2.9.2 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);

3.2.9.3 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

3.2.9.4 take reasonably prudent steps to mitigate any loss.

3.2.10 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:

3.2.10.1 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

3.2.10.2 the amount paid by the Tenant under this indemnity.

3.2.11 Not to assign underlet or part with the possession of the Property or any part thereof except that the Tenant may without the consent of the Landlord:

3.2.11.1 assign or underlet the whole of the Property to any company or body to which the operation of those distribution assets of the Tenant which are connected to the Property is transferred; and

3.2.11.2 share the occupation of the whole or any part of the Property with a company which is a member of the same group as the Tenant (within the meaning of section 42 of the LTA 1954) for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate

3.2.12 To the reasonable satisfaction of the Landlord to make good all damage caused during the exercise of the Rights by the Tenant its relevant agents or invitees (or where reinstatement is not possible or the Tenant does not do so within a reasonable period, to pay reasonable compensation for the damage caused) but excluding any damage which while so caused nevertheless is due to (or would not have occurred but for) some fault or defect in the design construction of the Building or any part or parts of the Building (including the Property) or the materials or workmanship used therein or any lack of repair of the Building or any breach of the covenants on the part of the Landlord herein contained

3.2.13 To keep the Property in a clean and tidy condition and in tenantable repair replacing or renewing the same or any part thereof whenever necessary

4 LANDLORD'S COVENANTS

The Landlord COVENANTS with the Tenant and separately with the DNO as follows:

4.2 [unless completed to the Tenant's reasonable satisfaction prior to the date of this Lease within six months of the date hereof in a good and workmanlike manner and in accordance with any relevant specification agreed with the Tenant to:

4.2.9 complete the construction of the Property including the floor and all walls bounding and the ceiling over the Property and any steps or staircase giving access to the Property and including the initial decoration of such walls and ceiling

4.2.10 to construct the plinth for the Tenant's Electrical Plant apparatus and equipment on or in the floor of the Property

4.2.11 to install the doors and louvered ventilators to the Property and the systems (if any) for ventilation smoke detection fire detection fire fighting and lighting serving the Property

- 4.2.12 to lay and install or construct the ducts slots trays or other means required by the Tenant (together called "the Ducts") for the passage of Electric Lines to and from the Property and the Building and to provide and construct the requisite working platforms to facilitate the initial installation of the Electric Lines in the Ducts.
- 4.3 at all times during the Term to maintain and keep in good repair and condition:-
- 4.3.9 the floor of the Property
- 4.3.10 the Ducts
- 4.3.11 all walls and doors (including any louvered ventilators) bounding and the ceiling over the Property together with the foundations and all other structural parts of the Property
- 4.3.12 all (if any) pipes drains gutters and sewers serving the Property
- 4.3.13 all systems (if any) for ventilation smoke detection fire detection fire fighting and lighting serving the Property.
- 4.4 at all times during the Term to keep those parts of the Building adjoining and beside the Property which are not expressly referred to in sub-clause 4.2 above and all cisterns water or drain pipes and sewers and gutters and other conducting media in on or under the Building in such a state of repair and condition so as not to cause damage to the Property or any Electrical Plant apparatus or equipment the Electric Lines or other works installed constructed or laid by the Tenant in on or under the Property.
- 4.5 Not to interfere with or cause or permit or suffer any interference with any Electrical Plant apparatus equipment the Electric Lines or other works installed constructed or laid by the Tenant in on under or over the Property nor to interfere with or obstruct or knowingly permit or suffer to be interfered with or obstructed the free flow of air to and from and through the side louvered ventilators and in particular not to place or stack or knowingly permit or suffer to be placed or

stacked anything near the doors to the Property so as to block obstruct or prevent the free opening of them.

- 4.6 not to remove alter or cut through or knowingly permit and suffer to be removed altered or cut through the said walls bounding or the ceiling over the Property or the floor of the Property or any part or parts of them.
- 4.7 Not to do knowingly permit or suffer to be done anything which will interfere or in any way reduce the rights of support shelter and protection specified in paragraph 1 of the First Schedule Part 1 (Tenants Rights) and in particular not to do permit or suffer to be done anything by which the floor of the Property shall in any way be rendered unstable or unsafe or incapable of bearing the weight of the Tenant's Electrical Plant apparatus or equipment the Electric Lines or other works installed in on or around the Property.
- 4.8 that the Tenant paying the rent hereby reserved shall and may peaceably and quietly hold and enjoy the Property together with the Rights during the Term without any interruption or disturbance from or by the Landlord its successors in title or any person or persons claiming by through or in trust for it;
- 4.9 that it will not do or knowingly permit anything to be done in or upon the Estate which shall or may interfere with the exercise by the Tenant or the DNO of the Rights or cause damage to the Electric Lines in any way to render either the Tenant or the DNO to be in breach of any statute or regulation for the time being in force and applicable thereto;
- 4.10 to keep the Tenant and, separately, the DNO indemnified from and against all costs, charges and expenses incurred or hereafter to be incurred in respect of the making up and completion of the Access Land and the Estate Roads (and any sewers thereunder) for and until adoption of the same by the appropriate authorities;
- 4.11 not to alter, permit or suffer to be altered the existing level of nor to cover or permit to be covered the surface of the Easement Land in such manner so as to

render the laying or the free access thereto impracticable, difficult or more expensive than as at the date hereof or which may cause them damage PROVIDED THAT nothing in this covenant shall prevent the laying or re-laying of appropriate surfaces on any part of the Easement Land as is intended to form part of a road or footpath after the initial laying of the Electric Lines;

4.12 to carry out all the obligations imposed on the Landlord by virtue of any agreement entered into with the local planning and highway authorities as a condition of or in consequence of the grant of any planning permission affecting the Estate in so far as these obligations affect the Property and the Rights, and to indemnify the Tenant, and separately the DNO, in respect of any breach or non-performance of them;

4.13 not without the prior written consent of the Tenant and, separately the DNO to:

4.13.9 permit the erection or extension of any building wall fence or other structure to be so constructed or placed; or

4.13.10 allow any tree shrub or underwood to grow

so as to be on or over or in the Easement Land or any part of the Estate that lies within 1.5 metres of the Easement Land

Provided Always that where consent is given the provisions of the Electricity, Safety, Quality and Continuity Regulations 2002 (as amended or replaced from time to time) shall be complied with;

4.14 subject to clause 4.15, to insure the Building including the Substation with such insurance office and for such sum as the Landlord shall from time to time be advised by the Landlord's professional advisers as being the full cost of the reinstatement thereof including professional fees payable on any application for planning permission or other consent as may be required the cost of removal demolition site clearance and any works that may be incidental to that against damage or destruction by fire riot civil commotion malicious damage storm flood

bursting and overflowing of water pipes and other apparatus and such other risks as may be usual to insure against (the "Insured Risks").

4.15 The Landlord is not obliged to maintain such insurance if and to the extent that:-

4.15.1 cover is not obtainable on reasonable terms from a reputable insurance company on the insurance market in the United Kingdom;

4.15.2 any exclusion, condition or limitation is imposed by the insurers; or

4.15.3 such insurance becomes void, in whole or in part, or renewal is refused due to an act or default of the Tenant;

4.16 if and whenever during the Term the Building and/or the Substation or any part of it is damaged or destroyed by any of the Insured Risks the Landlord shall following receipt of all appropriate consents and to the extent that the insurance monies are not withheld as a result of any act or default of the Tenant rebuild and reinstate the part of the Building housing the Substation (and including the Substation) as soon as reasonable practicable and will apply all money received in respect of the said insurance in the rebuilding or reinstating the Property and the relevant adjoining part or parts of the Building destroyed or damaged.

4.17 when rebuilding or reinstating the Building the Landlord may make changes in the design, layout and specification of the Building and may use materials of a different quality, specification or type to those used in the original construction of the Building so long as the area of the Building is not materially altered and the means of access to them and the services provided to the Building are not materially less convenient to the Tenant.

4.18 if it is not possible to rebuild or reinstate the Building due to reasons beyond the control of the Landlord, the Landlord will not be obliged to comply with its obligations in Clause 14.16 and the insurance monies received by the Landlord will be apportioned between the Landlord and the Tenant in proportion to the value of their respective interests in the Building.

5 DNO RIGHTS

5.15 The Landlord hereby grants unto the DNO the Rights set out in Schedule 2 Part II and sanctions the grant by the Tenant to the DNO of the rights set out in Schedule 2 Part III; and

5.16 The Tenant hereby grants to the DNO the rights set out in Schedule 2 Part III;

In each case to hold the same for the Term of the Lease

6 REGISTRATION OF THIS LEASE

Promptly following the grant of this Lease, the Tenant must apply to register this Lease at HM Land Registry. The Tenant will use reasonable endeavours to the extent that it is reasonably able to do so to ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and the Landlord (where reasonably requested by the Tenant) shall use reasonable endeavours to assist the Tenant with any such requisitions to the extent that it is reasonably able to do so. Within one month of completion of the registration, the Tenant must send the Landlord official copies of its title.

7 MISCELLANEOUS PROVISIONS

It is hereby agreed and declared as follows:

7.1 The Tenant acknowledges and consents to the grant of the LPNP Lease.

7.2 That if the rent hereby reserved or any part thereof shall remain unpaid for 21 days after it has been demanded then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of either party hereto in respect of any antecedent breach of any covenant by the other party herein contained or to the right of the Tenant to enter the Property and to remove therefrom all such apparatus equipment Electric Lines or other works as aforesaid and other property of the Tenant

- 7.3 That the Term may be determined at any time after the date on which the Tenant ceases permanently to require the Property for an electrical transformer substation by the Tenant giving to the Landlord not less than three calendar months' previous notice in writing to that effect and upon expiration of such notice the Term shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any breach of the covenants and agreements herein contained
- 7.4 All apparatus instruments Electric Lines and other equipment of every description now or at any time during the Term to be provided installed laid or fixed by the Tenant in on through under or over any part of the Property shall be and remain the property of the Tenant who may exchange vary or remove the same at its absolute discretion at any time and may remove the same at the expiration or sooner determination of the Term making good all damage done thereby to the Landlord's reasonable satisfaction
- 7.5 That except for the right of entry expressly excepted and reserved out of this demise and subject to the conditions herein specified nothing in this Lease shall operate confer or be construed to imply any right whatsoever for the Landlord or any superior landlord to enter the Property
- 7.6 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
- 7.7 That notwithstanding Section 196(3) of the Law of Property Act 1925 as applied by Section 196(5) of that Act any notice required or authorised to be served on the Tenant under this Lease shall not be served by affixing it or leaving it for the Tenant on or in the Property or the part of the Estate affected by or the subject of the Rights

7.8 this Lease shall be governed by and construed in accordance with the law of England and Wales;

7.9 the Landlord and the Tenant irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Lease or the legal relationships established by it.

7.10 save as specified herein no term of this Lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

7.11 for the purposes of the Contracts (Rights of Third Parties) Act 1999 it is the intention of the parties that the DNO and anyone carrying on all or any part of its Undertaking in succession to it shall be entitled to the benefit of and to enforce the relevant provisions of this Lease.

7.12 this Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

IN WITNESS whereof the parties hereto have duly executed this document as a Deed the day and year first before written.

SCHEDULE 1

The Property:

The ground floor Substation chamber shown coloured pink on the Plan which includes where they exist and where the context so admits for the purpose of obligation as well as grant:

1. All non-structural internal walls and columns and all additions, alterations and improvements to the Property made at any time
2. The doors within the Substation walls including any louvered ventilators and the airspace within the Substation chamber
3. The troughs for Electric Lines within the floor of the Property
4. Any systems for ventilation smoke detection, fire detection, fire fighting and lighting within and exclusively serving the Property.

But excepting and excluding from the demise all structural walls bounding the said chamber and the whole of the ceiling over the Substation chamber and everything above such ceiling the steps or staircases leading to the Substation chamber and the foundations and all other structural parts of the Building and the floor and the soil beneath the Building.

SCHEDULE 2

Part 1 Tenant's Rights

The Landlord grants to the Tenant the right for the Tenant its servants workmen and others authorised by them so as to bind the Estate into whosoever hands it may come in common with all other persons having the like right within the Term granted by this Lease:

1. The full right of subjacent and lateral support and of shelter and protection of the Property as enjoyed at the date hereof from the said walls bounding and the ceiling over the Property and the foundations and other structural parts of and the soil beneath the same and also (to the extent that the Property may derive benefit therefrom) from all other parts of the Building and the Estate
2. Full right and liberty for the Tenant to take in and expel air from the Property over the parts of the Estate adjoining any louvered ventilators
3. Full right and liberty for the Tenant and all persons authorised by it and with or without vehicles trolleys plant materials and equipment to pass and repass at all times and for all reasonable purposes over and along the Access Land and through any gates doors or barriers across the same from and to a public highway
4. Full right and liberty for the Tenant to open doors from the Property outwards over the Estate
5. Full right and liberty in connection with the installation in or removal from the Property of apparatus equipment and Electric Lines for the Tenant to use such hoists cranes and other lifting apparatus over the Estate as may be reasonably necessary
6. Full right and liberty for the Tenant at all times and from time to time throughout the term to retain lay place affix install and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter re-lay replace re-install re-affix renew

supplement inspect examine test and remove) Electric Lines under the Easement Land including (but not so as to limit the generality of the foregoing grant) through any ducts thereof and to break up the surface thereof so far as may be necessary from time to time and for all or any of such purposes to enter the Estate

7. Full right and liberty for the Tenant at all times and from time to time throughout the Term to retain lay place affix install and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter re-lay replace re-install re-affix renew supplement inspect examine test and remove) Electric Lines under and in the said troughs in the floor of the Property including (but not so as to limit the generality of the foregoing grant) through any ducts thereof and to break up the respective surfaces thereof so far as may be necessary from time to time and for all or any of such purposes to enter the Estate
8. Full right and liberty for the Tenant to retain affix maintain and remove its own locking devices and usual warning and information notices on and from the said doors to the Property and double locking facilities on any gates doors or barriers across the Estate so as to enable the Tenant to have independent access and egress at all times during the Term
9. Full right and liberty for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to pass through such parts of the Building and the Estate as may be necessary and do thereon such acts and things as may be necessary:
 - 9.1 in the event of fire or other emergency arising while attending the Property; and
 - 9.2 for the purpose of exercising any of the Rights

Part 2 DNO's Rights as granted by the Landlord

The Landlord grants to the DNO its servants, workmen and others authorised by them so as to bind the Estate into whosoever hands it may come in common with others having a like right within the Term of this Lease full right and liberty for the DNO:

1. To pass and repass at all times with or without vehicles machinery plant and apparatus over and along the Estate Roads and the Access Land and such other parts of the Estate as is necessary for the DNO to gain adequate access to the Property; and to the DNO's apparatus within the Property
2. To install erect lay and use and thereafter from time to time alter add inspect maintain repair relay renew supplement and remove Electric Lines within the Easement Land and in and under the Property
3. To temporarily park vehicles on the Estate Roads and the Access Land (but not so as to obstruct the same or cause any unnecessary congestion or inconvenience to other users thereof) at all times for the purposes of exercising the Rights
4. For any of the purposes in Schedule 2 Parts II and III to enter upon the Easement Land and the Property and to break up excavate so much thereof as from time to time may be necessary and to remove and dispose of any surplus earth provided that in doing so the DNO shall cause as little damage as reasonably practicable to such piece of land and shall so far as reasonably practicable make good and restore the surface thereof to the Landlord's reasonable satisfaction in accordance with its statutory obligations.
5. To install erect lay and use and thereafter from time to time alter add inspect maintain repair relay renew supplement and remove Electric Plant within the Property

Such rights and liberties to be held by the DNO for the duration of the Term (including the period of any holding over or any extension or continuation whether by statute or common law) as appurtenant to the DNO's Undertaking

Part 3 DNO's Rights as granted by the Tenant

The Tenant grants (and the Landlord hereby sanctions such grant) to the DNO its servants workmen and others authorised by them so as to bind the Property into whosoever hands it may come in common with others having a like right within the Term of this Lease full rights and liberty for the DNO:

1. for any purposes in Schedule 2 Parts II and III to (i) enter upon the Property and (ii) break up excavate so much thereof as from time to time may be necessary and to remove and dispose of any surplus earth provided that in so doing the DNO shall cause as little damage as reasonably practicable and shall so far as reasonably practicable make good and restore the surface thereof in accordance with its statutory obligations
2. to install, erect, lay and use and thereafter from time to time alter, add, inspect, maintain, repair, relay, renew, supplement and/or remove Electric Lines or Electrical Plant within the Property
3. without prejudice to any statutory obligations on the DNO, the right to enter the Property from time to time whenever necessary to:
 - 3.1 install, erect, fit, use and thereafter alter, add, inspect, maintain, repair, renew, supplement and remove such equipment/switchgear as the DNO may require; and/or
 - 3.2 read any meters which are situate on the Property,
the Tenant having provided the DNO with a dual locking arrangement to the Property if required

Such rights and liberties to be held by the DNO for the duration of the Term (including the period of any holding over or any extension or continuation whether by statute or common law) as appurtenant to the DNO's Undertaking

SCHEDULE 3

Covenants on the part of the Tenant with the DNO

1. With the object of giving the DNO a complete indemnity but not for any other purpose, the Tenant covenants with the DNO that from the date of this Lease it will at all times observe and perform the covenants, obligations and conditions contained within this Lease on the part of the Tenant and will indemnify the DNO and its successors in title and assigns against all actions, proceedings, losses, damages, costs, claims and expenses which may be suffered or incurred by the DNO or its successors in title and assigns in respect of any breach of or failure to observe those covenants, obligations and conditions.
2. The Tenant shall insure the Tenants Assets against all risks normally covered by a comprehensive policy of insurance for the full reinstatement value. Subject to the DNO producing to the Tenant reasonable evidence (if requested to do so) of comprehensive insurance by the DNO of the DNO's Assets, the Tenant shall provide a copy of such insurance policy to the DNO as soon as reasonably practicable after receiving a written request to do so (but not more than once in any calendar year)
3. The Tenant shall maintain, repair and renew the Tenant's Assets and the Electric Lines which belong to the Tenant.
4. Disposal of the Lease
 - 4.1 The Tenant will not exercise any right to assign, surrender or terminate this Lease without first notifying the DNO of its wish to do so and offering to assign the Lease to the DNO instead ("Notification").
 - 4.2 If the DNO confirms to the Tenant in writing that it does not want to take an assignment of the Lease OR if within the period of 3 months from receiving

Notification the DNO fails to respond, then the Tenant shall be entitled to assign, surrender or terminate the Lease.

4.3 If the DNO confirms to the Tenant that it does wish to take an assignment of the Lease, then the Tenant shall assign the Lease to the DNO (for nil consideration) within 3 months of the DNO's confirmation.

4.4 No consent shall be required from the Landlord for any assignment pursuant to paragraph 4.3 above.

SCHEDULE 4

Part 1

Exception and Reservation

The right to enter the Property (subject to Part 2 of this Schedule) for the purpose only of complying with the Landlord's obligations under this lease to the extent only that such could not be carried out without such entry

Part 2

Covenants relating to right of entry

The exercise or purported exercise of the reserved right of entry shall be subject to the observance and performance of the following covenants obligations and conditions:

- (a) Entry upon the Property shall be made only in the daytime and at the sole risk of the Landlord
- (b) Entry upon the Property shall only be made after five days' prior written notice to the Tenant except in case of emergency when as much notice as is reasonably practicable in the circumstances shall be given
- (c) Entry upon the Property shall in any event only be made if and when accompanied by a duly authorised representative of the Tenant (and the Tenant shall use reasonable endeavours to co-operate in this respect but shall be entitled to charge a reasonable call-out charge except that no such charge shall be made when the Landlord enters the Property only because it has reasonable grounds for considering that the Tenant is in breach of its obligations under this lease)

THE COMMON SEAL OF THE LORD)
MAYOR AND CITIZENS OF THE CITY OF)
WESTMINSTER was hereunto affixed by)
order:)

Authorised Signatory

EXECUTED AS A DEED by
Eclipse Power Networks Limited
Acting by a director

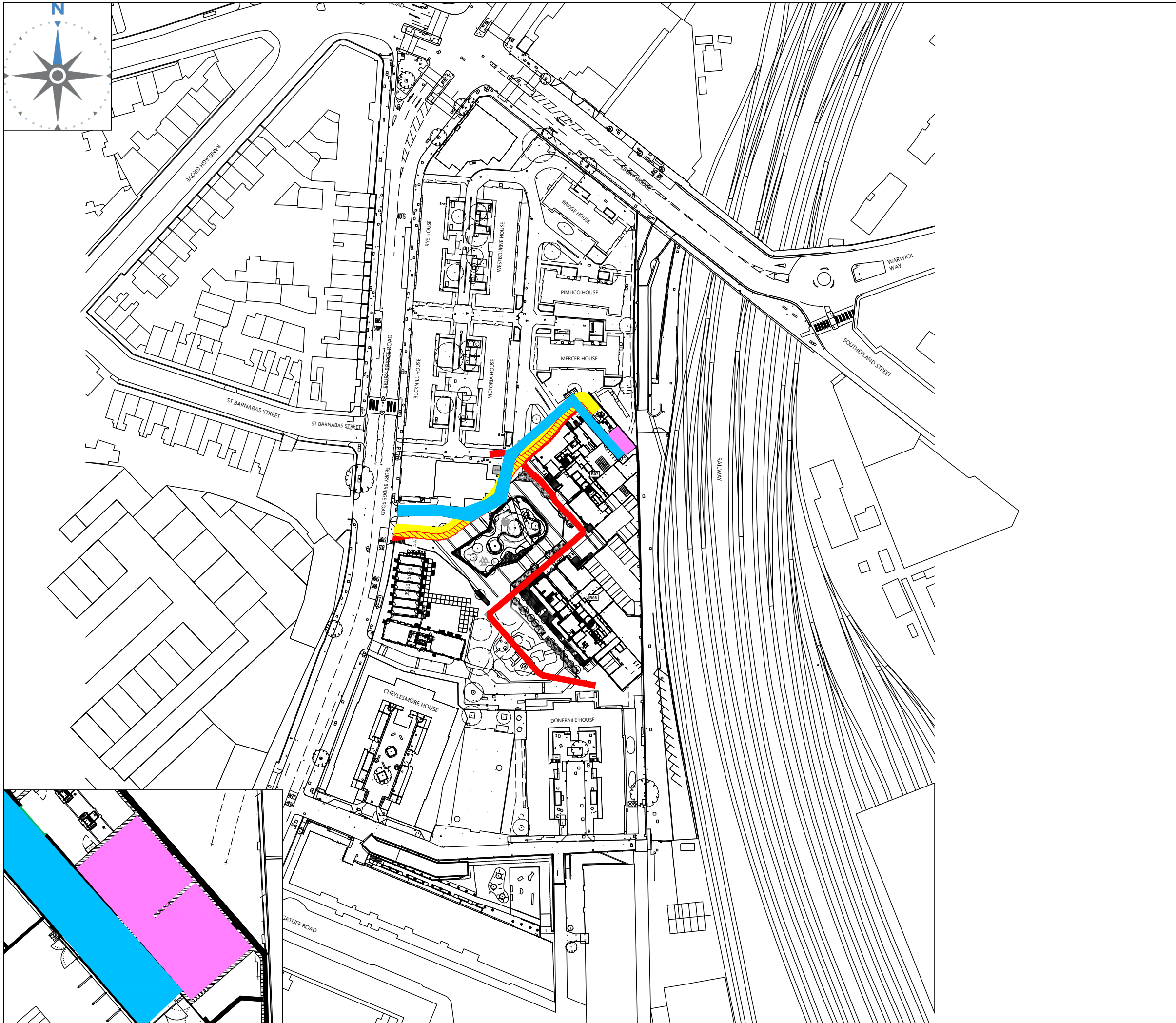
in the presence of

Director

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:



Plan prepared by



Ford Cottage, 2 Water Street, Stamford, PE9 2NJ

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Plan Key

Property (Substation land)	
UKPN LPN & Eclipse Unrestricted Access for all Purposes including Cables	
Eclipse Cable Easement	
UKPN LPN Cable Easement	
UKPN LPN & Eclipse Cable Easement	

Rev	Description	Date	By
A	Hatching/key amended	22.03.23	DB/LW
B	LV/Access amended	31.03.23	DB/SW

Site Address	Ebury Bridge, Ebury Bridge Road
	London, SW1W 8PX
Scale	1:1250@A3/1:200@A3
Drawn/Approved By:	DB / LW
OS Ref	TQ 28555 78467
Adopter Ref	N1365
Date	21.02.23
Drawing No.	8600018160.01B

PLEASE NOTE THIS PLAN HAS BEEN PREPARED FOR LEGAL PURPOSES AND IS NOT TO BE USED TO DETERMINE ELECTRIC APPARATUS LOCATIONS.

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