

ANNEX 5

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Lease

Riverside Resource Recovery Limited

and

Western Riverside Waste Authority

of Energy-from-Waste (EfW) Facility at Belvedere
in the London Borough of Bexley

31 July 2008

NOTE:

It is intended that for so long as the Project Co Underlease is in place most of the obligations of the parties to this Lease will be suspended, but that all of the rights and obligations would apply from a termination of the Project Co Underlease.

Similarly WRWA would have few rights or obligations (if any) under the Project Co Underlease where RRRL is complying with the Project Documentation etc.

All provisions of this Lease would be suspended whilst the Project Co Underlease is in place except:

1, 2, 3 (except 3.1), 4.8 (except 4.8(d)(ii)), 4.9, 4.12, 4.18, 4.19, 4.20, 4.21, 5, 6.4, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 7, 8, 9, 10 and schedules 1 – 3 of the Lease

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LR1. Date of lease

31 July

2008

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SGL277788; SGL578253; SGL513283;
SGL588907; SGL509429; Part of SGL535744

LR2.2 Other title numbers

[tbc]

LR3. Parties to this lease

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord RIVERSIDE RESOURCE RECOVERY LIMITED of 2 Coldbath Square London EC1R 5HL (Company Number 03723386)

Tenant WESTERN RIVERSIDE WASTE AUTHORITY of Town Hall, Wandsworth, High Street, London SW18 2PU

Other parties

N/A

LR4. Property

*Insert a full description of the land being leased or
Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

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.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

Land at Belvedere in the London Borough of Bexley (edged red on the plan annexed hereto) as more particularly described in Clause 1.38

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

Not applicable

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

Not applicable

LR6. Term for which the Property is leased

50 years from the date of this Lease

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

LR7. Premium

None

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

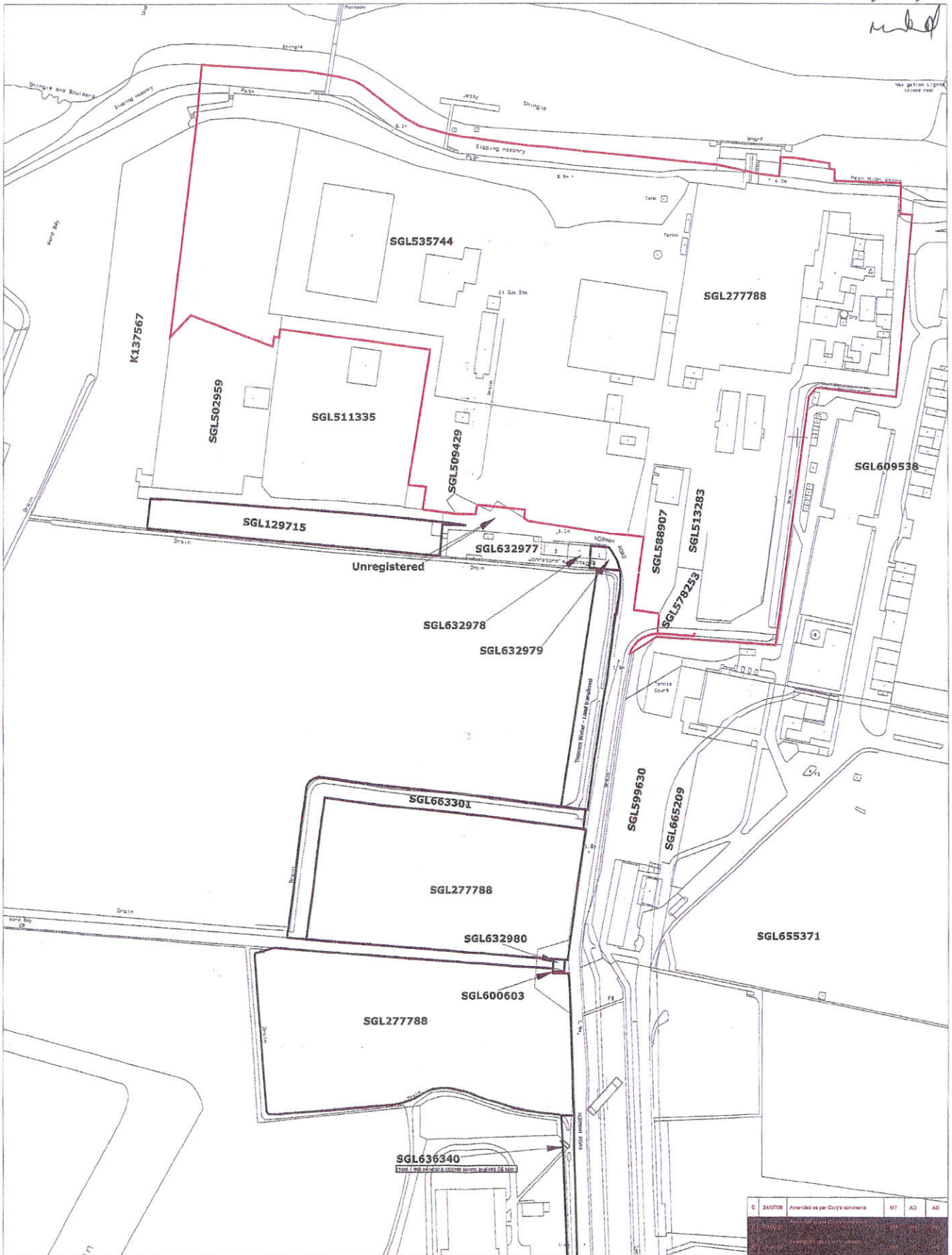
LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

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

None

Boyle
mbd



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Client:	RIVERSIDE
Project:	Proposed Riverside Resource Recovery Facility Belvedere
Title:	Summary of Land Ownerships Plan A

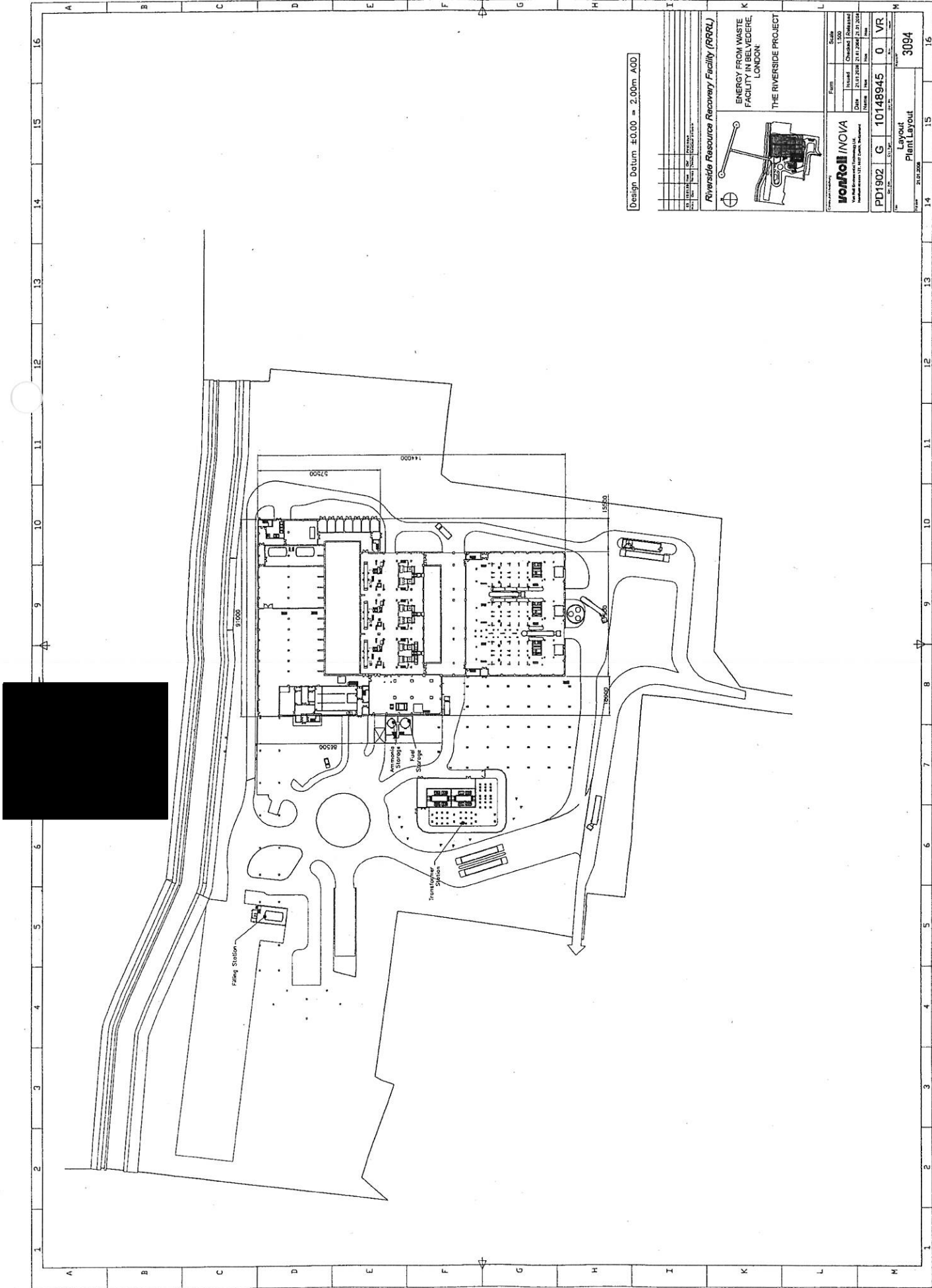
Team:	W	Drawn:	MT	Checked:	PG	Approved:	PG
Scale @ A2:	1:1250	Date:	24-Jul-08				
Project No.:	206230	Rev:	C				
Drawing No.:	127						
Purpose of Issue:	<input type="checkbox"/> Preliminary <input type="checkbox"/> For Tender <input type="checkbox"/> For Construction <input checked="" type="checkbox"/> For Information <input type="checkbox"/> For Approval <input type="checkbox"/> As Built						

C 24/07/08 Amended as per Cory's comments MT AD AD

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INVESTOR IN PEOPLE



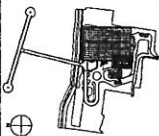
Design Datum $\pm 0.00 = 2.00m AOD$

NO.	REVISION	DATE	BY	CHECKED	DESCRIPTION

Riverside Resource Recovery Facility (RRRL)

ENERGY FROM WASTE FACILITY IN BELVEDERE, LONDON

THE RIVERSIDE PROJECT



ironRoll INOVA
 IronRoll Group
 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Project No.	PD1902	Client	G	Scale	0
Revision	10148945	Drawn	VR	Sheet No.	3094

Layout
 Plant Layout
 3094

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property None

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

Schedule 1

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

None

LR12. Estate rentcharge burdening the Property None

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge

LR13. Application for standard form of restriction None

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

LR14. Declaration of trust where there is more than one person comprising the Tenant Not applicable

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

HM LAND REGISTRY
Land Registration Act 2002

County and District	London Borough of Bexley
Title Numbers	SGL277788; SGL578253; SGL513283; SGL588907; SGL509429; Part of SGL535744
Property	Land at Belvedere in the London Borough of Bexley (edged red on the Plan)

THIS LEASE is made on the date specified in clause LR1 and between the parties specified in clause LR3

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Lease the following words and expressions have the following meanings:

- 1.1 **"Access Road"** means that part of Norman Road shown coloured blue on the Plan
- 1.2 **"Business Day"** means a day on which clearing banks in the City of London are (or would be but for a strike lockout or other stoppage affecting particular banks or banks generally) open during banking hours and **"Business Days"** shall be interpreted accordingly
- 1.3 **"Conditions for Assignment"** has the meaning set out in clause 4.8
- 1.4 **"Conduits"** means all conduits sewers drains mains ducts pipes gutters watercourses wires cables fibres channels flues and all other conducting media including any fixings louvres cowls and any other ancillary apparatus as at the date of this Lease
- 1.5 **"Contractor"** has the same meaning as defined in the WMSA
- 1.6 **"Defined Circumstances"** means the date upon which the Landlord receives notice from the Tenant pursuant to Schedule 2, paragraphs 2.1 (b), 3.9(b) or 3.11(b) of the Direct Agreement requiring the Landlord to transfer the freehold reversion to the Premises to the Tenant
- 1.7 **"Development"** has the meaning given by section 55 of the Town and Country Planning Act 1990
- 1.8 **"Determination of the Underlease"** means the determination (howsoever occurring) of the Project Co Underlease
- 1.9 **"Direct Agreement"** means the Finance Direct Agreement as defined in the WMSA
- 1.10 **"Direct Losses"** has the same meaning as EfW Direct Losses as defined in the WMSA
- 1.11 **"EfW Commissioning Date"** means the date as defined in the WMSA
- 1.12 **"EfW Contract"** means the WMSA insofar as it relates to the EfW Works and/or EfW Services (as amended from time to time)
- 1.13 **"EfW Force Majeure Event"** has the same meaning as defined in the WMSA

- 1.14 **"EfW Force Majeure Long Stop Date"** is the date as defined in the WMSA
- 1.15 **"EfW Force Majeure Option"** has the same meaning as defined in the WMSA
- 1.16 **"EfW Services"** means the services as defined in the WMSA
- 1.17 **"EfW Works"** means the works as defined in the WMSA
- 1.18 **"Electrical Lines"** means the electrical lines identified on the Plan
- 1.19 **"Environment"** means air water and land
- 1.20 **"Environmental Permits"** means an environmental permit (being any permit issued under or pursuant to the Environment Permitting (England and Wales) Regulations 2007)
- 1.21 **"Environmental Law"** means all and any laws by-laws common laws or other laws or legislation made by a competent authority and rules regulations ordinances orders notices directives practices guidance notes circulars and codes issued pursuant to the same to the extent they are legally effective and in force and any authoritative judicial or administrative interpretation of each of the foregoing which have as a purpose or effect or which relate to the protection of or compensation for harm or damage to the Environment and/or human health and safety
- 1.22 **"Good Industry Practice"** means the exercise of that degree of skill diligence prudence and foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the operation of the energy-from-waste plants
- 1.23 **"Group Company"** means any company which is for the time being a subsidiary or a holding company or another subsidiary of the holding company in each case within the meaning of section 736 of the Companies Act 1985 which section shall for this purpose be deemed not to have been amended by subsequent legislation
- 1.24 **"Hazardous Materials"** means any substance, whether in solid liquid or gaseous form, which is capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance
- 1.25 **"Interest"** means interest both before and after any judgement at the Interest Rate then prevailing during the period beginning on the date on which the relevant payment is due and ending on the date on which the relevant payment is received by way of cleared funds
- 1.26 **"Interest Rate"** means four per cent. above the base lending rate from time to time in force of National Westminster Bank PLC or such other bank which is a member of CHAPS Limited as the Landlord may from time to time nominate in writing
- 1.27 **"Landlord"** means the party described as the Landlord in clause LR3 and includes the party for the time being entitled to the reversion immediately expectant on the determination of the Term
- 1.28 **"Landlord and Tenant Act"** means the Landlord and Tenant Act 1954
- 1.29 **"Lease"** means this Lease and any document which is made supplemental to this Lease or which is entered into pursuant to or in accordance with the terms of this Lease
- 1.30 **"Local Highway Authority"** means London Borough of Bexley

- 1.31 **"Non-Suspended Lease Provisions"** means clauses 1, 2, 3 (except 3.1), 4.8 (except 4.8(d)(ii)), 4.9, 4.12, 4.18, 4.19, 4.20, 4.21, 5, 6.4, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 7, 8, 9, 10 and schedules 1 – 3 of the Lease
- 1.32 **"Operating Consents"** means every consent for the lawful design build operation and maintenance of a plant on the Premises for the Permitted User
- 1.33 **"Permitted Assignee"** means any person to which the Tenant's interest in the WMSA is properly assigned novated or otherwise transferred in accordance with the terms of the WMSA
- 1.34 **"Permitted Underlease"** means an underlease which:
- (a) includes tenant's covenants that are not inconsistent with this Lease; and
 - (b) is validly excluded from the operation of sections 24-28 of the Landlord and Tenant Act
- and includes the Project Co Underlease
- 1.35 **"Permitted User"** means use for the design build operation and maintenance of a plant for the generation of energy from waste and ancillary uses
- 1.36 **"Plan"** means the plans attached to this Lease
- 1.37 **"Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation relating to town and country planning in force from time to time
- 1.38 **"Premises"** means the land buildings plant machinery apparatus and equipment at Norman Road Belvedere in the London Borough of Bexley shown edged red on the Plan and includes:
- (a) all alterations additions and improvements to the Premises
 - (b) all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise)
 - (c) all fencing surrounding or forming part of the Premises and its boundaries
- and references to the "Premises" in the absence of any provision to the contrary include any and every part of the Premises
- 1.39 **"Principal Rent"** means a peppercorn per annum
- 1.40 **"Prohibited Circumstance"** has the meaning set out in clause 4.8
- 1.41 **"Project Co Underlease"** means the underlease made between Western Riverside Waste Authority (1) and Riverside Resource Recovery Ltd (2) to be entered into immediately after this Lease
- 1.42 **"Project Documents"** means such of the EfW Project Documents (as defined in the WMSA) to which Western Riverside Waste Authority are a party
- 1.43 **"Rent Commencement Date"** means the date of grant of this Lease

- 1.44 **"Rents"** means the Principal Rent and the other payments reserved as rent and referred to in clause 3
- 1.45 **"Services"** means water sewerage gas electricity steam air hydraulics telephone telecommunications and other services of whatever nature
- 1.46 **"Substation"** means the 132kV substation the approximate location of which is identified on the Plan
- 1.47 **"Surety"** means the party (if any) described as the Surety in clause LR3 and includes any party who enters into covenants with the Landlord pursuant to clause 4.8
- 1.48 **"Suspension Period"** means the period commencing on and including the date of this Lease and expiring on and including the Determination of the Underlease
- 1.49 **"Tenant"** means the party described as the Tenant in clause LR3 and includes the Tenant's successors in title and assigns
- 1.50 **"tenant covenants"** has the meaning given to that expression in the Landlord and Tenant (Covenants) Act 1995
- 1.51 **"Term"** means the term specified in clause LR6
- 1.52 **"Value Added Tax"** means Value Added Tax or any other tax of a similar nature that may be substituted for or levied in addition to it in each case at the rate current from time to time
- 1.53 **"WMSA"** means the amended and restated Waste Management Services Agreement of even date herewith between the Cory Environmental Limited (1) and the Tenant (2) (as amended from time to time)

2. **INTERPRETATION**

- 2.1 The schedules form part of this Lease
- 2.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.4 Rights expressed to be reserved in favour of the Landlord shall be deemed to extend to any superior landlord and any mortgagee of the Premises and all persons authorised by the Landlord and by any superior landlord or mortgagee including its or their agents professional advisers contractors and workmen
- 2.5 Any covenants by the Tenant not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done
- 2.6 Any provisions in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse or delay any such consent or approval
- 2.7 Except where there is an express indication to the contrary:

- (a) any references to a specific statute or permit include any statutory extension or modification amendment or re-enactment of such statute and any regulations instruments or orders made under such statute or permit; and
 - (b) any references to a specific regulation instrument or order made under a statute include any statutory extension or modification amendment or re-enactment of such regulation instrument or order
- 2.8 Any general reference to "statute" or "statutes" includes EU directives decisions and regulations and any regulations instruments orders or other directions made under such statute or statutes
- 2.9 References in this Lease to any clause schedule or paragraph without further designation shall be construed as a reference to a clause or paragraph of or schedule to this Lease so numbered
- 2.10 The clause paragraph and schedule headings and the table of contents are for ease of reference only and shall not be taken into account in the construction or interpretation of this Lease or of the clause paragraph or schedule to which they refer
- 2.11 References to "last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "expiry of the Term" include such other determination of the Term
- 2.12 The terms "parties" or "party" mean the Landlord and (or) the Tenant and except where there is an express indication to the contrary include the Surety
- 2.13 References to the act or default of the Tenant include the act or default of any person deriving title under or through the Tenant or their respective employees agents and visitors

3. **DEMISE**

The Landlord demises to the Tenant with full title guarantee the Premises together with the rights set out in Schedule 1 to hold the Premises to the Tenant for the Term subject to all rights easements quasi-easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises (contained or referred to in schedule 3) yielding and paying to the Landlord:

- 3.1 on and from the Rent Commencement Date the Principal Rent payable without any deduction annually in advance on the anniversary of the date hereof

4. **THE TENANT'S COVENANTS**

The Tenant covenants (subject to the provisions of clause 8) with the Landlord:

4.1 **Rents**

To pay the Rents on the days and in the manner set out or referred to in this Lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

4.2 **Outgoings**

To pay and to indemnify the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by any disposition of or dealing with or ownership of any interest reversionary to the interest created by this Lease)

4.3 Maintenance

- (a) To keep the Premises properly maintained and in good working order in accordance with Good Industry Practice in order to achieve the full working life of the plant
- (b) To take all necessary steps in accordance with Good Industry Practice to protect and secure the Premises and to keep the Premises clean and tidy

4.4 User and Restrictions on Use

- (a) Not to use the Premises for any purpose other than the Permitted User
- (b) Not to do or allow to remain upon the Premises anything which may be or become or cause an injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises otherwise than as required to use the Property for the Permitted Use

4.5 Alterations

Not to erect any new or replacement building on or at the Premises and not to make structural alterations to the Premises and not to make any alterations additions or adjustments to or connections with the Conduits without first:

- (a) obtaining and complying with all the necessary permissions licences and consents of any competent authority the insurers and paying all charges of such authority persons or bodies in respect of such permissions licences and consents
- (b) making an application for consent to the Landlord supported by drawings and where appropriate a specification (in triplicate in each case) prepared by an architect or member of some other appropriate profession (who shall supervise the work throughout to completion) and obtaining the written consent of the Landlord pursuant to such application (such consent not to be unreasonably withheld or delayed)
- (c) entering into such covenants as the Landlord may require as to the execution and reinstatement of such alterations

4.6 Statutory Obligations and Fire Precautions

- (a) At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute or any government department local authority other public or competent authority environmental authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the occupier
- (b) At the Tenant's own expense and without limiting the obligations set out earlier in this clause 4.6:
 - (i) to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Premises or in regard to carrying on the business for the time being carried on at the Premises and
 - (ii) to comply with the requirements and recommendations of the fire authority and the Landlord in relation to fire precautions affecting the Premises

4.7 **Access to Landlord and Notice of Repair**

- (a) To permit the Landlord on ten Business Days' prior written notice (except in case of emergency in which case no notice shall be necessary):
 - (i) to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed
 - (ii) to inspect the state of repair and condition of the Premises
 - (iii) to provide the Tenant with a written notice specifying any breach by the Tenant of the terms of this Lease and requesting the Tenant as soon as practicable to remedy the same and
- (b) As soon as practicable to remedy the breach as required by such notice

4.8 **Dealings**

- (a) In this clause 4.8 "**Assignment**" means:
 - (i) in the case of a registered lease the execution of a transfer whether or not that transfer is subsequently registered at the Land Registry and
 - (ii) in the case of any other lease the execution of a deed of assignment of itand "**Assign**" shall be construed accordingly
- (b) Not to part with or share possession or occupation of the Premises
- (c) Not to Assign a part (as distinct from the whole) of the Premises
- (d) Not to Assign the whole of the Premises except:
 - (i) to a Permitted Assignee; or
 - (ii) otherwise only with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)
- (e) Other than on an assignment to a Permitted Assignee for the purposes of section 19(1A) of the Landlord and Tenant Act 1927:
 - (i) the Landlord shall be entitled to withhold consent to a proposed Assignment where the Prohibited Circumstance applies and
 - (ii) the Landlord shall be entitled to grant its consent to a proposed Assignment subject to all or any of the Conditions for Assignment
- (f) "**Prohibited Circumstance**" means (where in the Landlord's reasonable opinion) there is an outstanding material breach of any tenant covenant of this Lease relating to the repair and condition of the Premises
- (g) "**Conditions for Assignment**" means the following conditions:
 - (i) the payment of all Rents and other sums which have fallen due under this Lease prior to the date of the Assignment and are not the subject of a genuine dispute
 - (ii) that the proposed Assignee covenants by deed with the Landlord in such form as the Landlord may reasonably require that with effect from the date

of the Assignment the proposed Assignee will pay the Rents and observe and perform all the provisions of this Lease to be observed and performed by the Tenant for as long as the proposed Assignee is bound by the terms of the tenant's covenants under the Landlord and Tenant (Covenants) Act 1995

- (iii) that if the proposed Assignment does not take place within three months the consent may be revoked by the Landlord at its discretion but without any liability on the part of the Landlord to refund to any party any monies paid to the Landlord arising out of or incidental to such consent
- (h) The Tenant shall Assign the whole of the Premises to a Permitted Assignee on each occasion that the WMSA is assigned novated or otherwise transferred to such Permitted Assignee
- (i) Not to charge a part of the Premises
- (j) Not to charge the whole of the Premises
- (k) Not to underlet a part (as distinct from the whole) of the Premises
- (l) Save with regard to the grant of the Project Co Underlease which is hereby approved not otherwise to underlet the whole of the Premises:
 - (i) unless the proposed undertenant has first covenanted by deed with the Landlord in such form as the Landlord may reasonably require that with effect from the date of the underlease and during the term of the underlease the undertenant will observe and perform all the provisions of the underlease to be observed and performed by the undertenant nor
 - (ii) (where the proposed undertenant is a corporate body and the Landlord reasonably so requires) without first procuring either covenants by deed with the Landlord in the form (mutatis mutandis) set out in schedule 2 from a corporate body which is acceptable to the Landlord as guarantor or an alternative form of security reasonably acceptable to the Landlord nor
 - (iii) except by way of a Permitted Underlease nor
 - (iv) without the prior written consent of the Landlord (which will not be unreasonably withheld or delayed)
- (m) To enforce and not to waive the provisions of a Permitted Underlease and not to vary the provisions of the Permitted Underlease without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed
- (n) Not to accept a surrender of part only of any underlet premises without the prior written consent of the Landlord (not to be unreasonably withheld or delayed)
- (o) Within twenty Business Days of any assignment underlease or sub-underlease or any transmission or other devolution relating to the Premises to give written notice thereof to the Landlord's solicitors together with two certified copies of the relevant document and to pay the Landlord's solicitors' reasonable charges not exceeding £50 for the registration of every such document plus Value Added Tax
- (p) For so long as the WMSA remains in place not to assign this Lease in any way which is inconsistent with the WMSA

4.9 Landlord's Costs

To pay to the Landlord and to indemnify the Landlord against all proper costs fees charges disbursements and expenses on an indemnity basis (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:

- (a) every application made by the Tenant for a consent approval or licence required by the provisions of this Lease whether such consent approval or licence is granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn
- (b) the preparation and service of a notice under section 146 of the Law of Property Act 1925 or incurred by or in contemplation of proceedings under sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
- (c) subject to clause 8 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiry of the Term but which relates to dilapidations caused or occurring during the Term

4.10 The Planning Acts Environmental Law Environmental Permits and Operating Consents

- (a) Not to commit any breach of the Planning Acts or Environmental Law and to comply with the provisions and requirements of the Planning Acts and any Environmental Law that affect the Premises whether as to the Permitted User or otherwise and to indemnify and keep the Landlord indemnified both during and after the expiry of the Term against all liability whatsoever including costs and expenses incurred as a result of any breach (whether incurred as a result of the Permitted User or otherwise) occurring during the Term
- (b) At the expense of the Tenant to obtain (and maintain and comply with) all Environmental Permits Operating Consents and all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises which may constitute Development provided that no application for planning permission shall be made without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed
- (c) Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts any Environmental Permit or any of the Operating Consents in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

4.11 Plans Documents and Information

If called upon to do so to produce (within 20 Business Days of demand) to the Landlord all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with

4.12 Indemnities

Subject to clause 6.12 to be responsible for and to keep the Landlord fully and effectually indemnified against all Direct Losses arising out of any breach or non-observance by the Tenant of its covenants in this Lease.

4.13 Encroachments

Not to do or omit to do anything which results in the creation of new rights or easements over the Property

4.14 Yield Up

- (a) At the expiry of the Term the Tenant shall have the option (exercised in writing no later than 12 months prior to the expiry of the Term) either to yield up the Premises in accordance with the terms of this Lease or to leave the Premises in a good cleared safe and tidy condition
- (b) In case of any other determination of the Lease the Tenant shall yield up the Premises in accordance with the terms of this Lease

4.15 Statutory Notices

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within ten Business Days of receipt and if so required by the Landlord to produce it to the Landlord and without delay and at the cost of the Tenant to take all necessary steps to comply with such notice direction or order and at the request of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

4.16 Defects and the Premises

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord

4.17 Compliance with Title

Not to put the Landlord in breach of the rights easements privileges restrictions covenants stipulations and other matters contained or referred to in schedule 3

4.18 Registration of the Lease at the Land Registry

To take all necessary steps to apply to the Land Registry for first registration of this Lease within the period of twenty Business Days beginning on the date of the Lease and on completion of the registration forthwith to supply the Landlord with official copies of the register of title and title plan within ten Business Days of such registration

4.19 Landlord's application for exempt information document designation

To submit to the Land Registry together with its own application for first registration of the Lease any application for EID designation required by the Landlord (subject to the Landlord providing to the Tenant completed forms EX1 and EX1A together with a cheque for the requisite fee)

4.20 Adoption of Access Road

On a full indemnity basis from the Landlord to co-operate with all reasonable requests and requirements of the Landlord in respect of the dedication or adoption of the Access Road including:

- (a) promptly entering into any agreement for dedication and adoption where properly required by the Local Highway Authority; and
- (b) promptly entering into any agreement for the surrender at nil premium of any part of the Premises where properly required by the Local Highway Authority where such surrender will not adversely impact upon the operation of or construction of the EFW Works and the Permitted User

Provided that the Landlord shall indemnify the Tenant in respect of all costs properly incurred relating thereto and will indemnify the Tenant in respect of all obligations that the Tenant is obliged to undertake in any such agreement

4.21 **Substations and Environment Agency**

- (a) To promptly enter into any agreement for the surrender at nil premium of any part of the Premises properly required by Landlord in respect of the lease of the Substation to be entered into between (1) the Landlord and (2) EDF Energy Networks (LPN) plc where such surrender will not adversely impact upon the operation of or construction of the EfW Works and the Permitted User
- (b) To promptly enter into any agreement for the surrender of the existing substation lease dated 7 February 1967 made between (1) Borax Consolidated Limited and (2) London Electricity Board where required to do so by the Landlord
- (c) Where required to do so by the Landlord to promptly enter into:
 - (i) an agreement for the surrender of a deed of grant dated 5 October 1954 made between (1) Borax Consolidated Limited and (2) Kent River Board; and
 - (ii) any replacement deed of grant with the Environment Agency granting a right of way with or without vehicles at all times (whether temporary or permanent) over such reasonable part of the Premises as specified by the Landlord provided that such deed of grant will not adversely impact upon the operation of or construction of the EfW Works and the Permitted User

Provided that the Landlord shall indemnify the Tenant in respect of all costs properly incurred relating thereto and will indemnify the Tenant in respect of all obligations that the Tenant is obliged to undertake in any such agreements

5. **THE LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:

- 5.1 That throughout the Term the Tenant may quietly enjoy the Premises and the rights granted to the Tenant without any interruption by the Landlord
- 5.2 To use reasonable endeavours and take all necessary steps to procure adoption of the Access Road as highway maintainable at public expense so that the same is maintained at the expense of the Local Highway Authority

6. **PROVISOS**

6.1 **Re-entry**

If and whenever during the Term:

- (a) the Rents (or any of them or any part of them) under this Lease are outstanding for more than ten Business Days after becoming due whether formally demanded or not or
- (b) there is a material breach by the Tenant or the Surety of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease or
- (c) the Tenant or the Surety (being a corporate body) is struck off the Register of Companies or an application is made for the Tenant or the Surety to be struck off or

(d) the Tenant or the Surety otherwise ceases to exist

the Landlord and/or its agents may re-enter the Premises or any part of them in the name of the whole at any time and even if any previous right of re-entry has been waived and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or the Surety in respect of any breach of covenant or other term of this Lease including the breach in respect of which the re-entry is made

6.2 Rights and Easements

The operation of section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in schedule 1 to this Lease and the Tenant shall not by virtue of this Lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled to by any means whatever any easement from or over or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord or any Group Company of the Landlord and not comprised in this Lease

6.3 Exclusion of Use Warranty

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used for the purpose authorised in this Lease

6.4 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord save in respect of any such statement or representation made in the Project Documents

6.5 Compensation on Vacating

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

6.6 Service of Notices

(a) The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that section 196 shall be deemed to be amended as follows:

the final words of section 196(4)".... and that service ... be delivered" shall be deleted and there shall be substituted "...and that service shall be deemed to be made on the second Business Day after the registered letter has been posted"

(b) Any notice or document shall also be sufficiently served if sent by telex facsimile transmission or any other means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4.00 p.m. on a Business Day but otherwise on the next following Business Day

6.7 Value Added Tax

(a) Save as the context requires or as otherwise stated all references to payments made in this Lease are references to such payments exclusive of Value Added Tax chargeable in respect of the supply of goods or services for which the payment is

consideration and insofar as such payments fall to be made under this Lease the amount of such Value Added Tax shall be paid in addition thereto

- (b) Without prejudice to and save as mentioned earlier in this clause 6.7 where any supply is made pursuant to this Lease the recipient of the supply shall pay to the supplier the amount of any Value Added Tax chargeable in respect thereof
- (c) Where any payment is required to be made pursuant to this Lease to reimburse the payee for any expenditure incurred by the payee such payment shall include an amount equal to any Value Added Tax comprised in that expenditure which is not recoverable by the payee as input tax under section 25 of the Value Added Tax Act 1994

6.8 Exclusion of the Landlord and Tenant Act 1954

- (a) This Lease is granted pursuant to an agreement for lease dated 31 July 2008 (the "**Agreement for Lease**")
- (b) In relation to the tenancy created by this Lease:
 - (i) the Landlord served on the Tenant a notice dated _____ 2008 in relation to the tenancy created by this Lease in a form complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
 - (ii) the Tenant or a person duly authorised by the Tenant has made a statutory declaration dated 29 July 2008 (the "**Statutory Declaration**") complying with the requirements of schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
- (c) Where the Statutory Declaration was made by a person other than the Tenant the Tenant confirms that the declarant was duly authorised to make the Statutory Declaration on the Tenant's behalf
- (d) The Landlord and Tenant agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act shall be excluded in relation to the tenancy created by this Lease

6.9 Governing Law and Jurisdiction

- (a) This Lease (and any dispute controversy proceedings or claim of whatever nature arising out of or in any way relating to this Lease) shall be governed by and construed in accordance with English law
- (b) Each party to this Lease irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in any way relate to this Lease and for these purposes each party irrevocably submits to the exclusive jurisdiction of the courts of England

6.10 Landlord and Tenant (Covenants) Act 1995

This Lease is a "new tenancy" as that expression is defined in the Landlord and Tenant (Covenants) Act 1995

6.11 **Invalidity**

If at any time any one or more provisions of this Lease is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby

6.12 **Indemnities**

Any indemnities given by the Tenant under this Lease will not operate so as to provide the Landlord or a Group Company of the Landlord with an indemnity by the Tenant in respect of or to the extent of any breach of an obligation the Landlord or a Group Company of the Landlord owes to the Tenant under the Project Documents whether arising before or after the operation of this clause

7. **FREEHOLD REVERSION**

Pending transfer of the freehold reversion to the Tenant in accordance with the Direct Agreement the Landlord shall hold the freehold reversion to the Premises on trust for the Tenant in the Defined Circumstances and following such Defined Circumstances and subject to clause 6.12 the Tenant shall indemnify and keep the Landlord fully and effectually indemnified against all Direct Losses incurred by the Landlord in respect of the Premises following such Defined Circumstances provided that such indemnity will not operate to the extent that the Landlord is, by act or omission, in breach of its fiduciary duty as trustee to the Tenant

8. **SUSPENSION OF PROVISIONS & LIMITATION OF LIABILITY**

Neither the Landlord nor the Tenant shall be required to comply with or have any rights under any of the provisions of this Lease (except the Non-Suspended Lease Provisions) during the Suspension Period and for the avoidance of doubt neither the Landlord nor the Tenant shall have any liability under this Lease in respect of breach of their respective obligations (except the Non Suspended Lease Provisions) in this Lease occurring during the Suspension Period whether or not the same breach continues thereafter

9. **SURRENDER & LANDLORD'S OPTIONS TO DETERMINE**

9.1 The Tenant shall be entitled at any time to surrender this Lease immediately upon giving written notice to the Landlord (the "**Surrender Notice**") to that effect

9.2 The Landlord shall have the right on giving not less than three months' written notice to the Tenant to determine this Lease at any time following the expiry of 35 years from the EFW Commissioning Date

9.3 Where the Contractor shall have exercised the EFW Force Majeure Option on or prior to the EFW Force Majeure Long Stop Date then following a termination of the EFW Contract pursuant to paragraphs 14.5 and 14.6 of Schedule 15 to the WMSA the Landlord shall have the right at any time thereafter to determine this Lease upon giving immediate written notice to the Tenant to that effect

9.4 On the surrender of this Lease under clause 9.1 or on the expiry of any notice given under clauses 9.2 and 9.3 the Term will cease and terminate absolutely but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach

10. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is not intended that a person who is not a party to this Lease has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act

IN WITNESS whereof this Lease has been executed as a deed on the date first above written

SCHEDULE 1

1. ACCESS ROAD

So far as the Landlord can grant the same a right of way in common with the owners of the neighbouring and adjoining land and those authorised by them with or without vehicles over and along the Access Road at all times for all lawful purposes connected with the use of the Property

2. ADDITIONAL RIGHTS

So far as the Landlord can grant the same all rights expressed to benefit the freehold reversion as revealed by or listed on Title Numbers SGL277788; SGL578253; SGL513283; SGL588907; SGL509429; Part of SGL535744 insofar as they are capable of benefiting the Property



SCHEDULE 2

Covenants by the Surety

1. COVENANT AND INDEMNITY BY SURETY

The Surety covenants with the Landlord that it will duly perform and observe all the covenants on the part of the Tenant contained in this Lease (including without limitation the payment of the Rents and all other sums payable under this Lease) in the manner and at the times specified in this Lease until the Tenant is released from its obligations to do so under the Landlord and Tenant (Covenants) Act 1995 and it will indemnify and keep indemnified the Landlord against all claims demands losses damages liability costs fees and expenses whatsoever sustained by the Landlord by reason of or arising in any way directly or indirectly out of any default by the Tenant in the performance and observance of any of its obligations hereunder or the payment of any Rents or other sums payable hereunder

2. NATURE OF SURETY'S OBLIGATIONS

- 2.1 The obligations of the Surety hereunder are primary obligations
- 2.2 Notwithstanding any legal limitation disability or incapacity on or of the Tenant or any other fact or circumstance whether known to the Landlord or not the Landlord may proceed against and recover from the Surety as if the Surety was named as the Tenant in this Lease
- 2.3 The Landlord shall not be obliged to make any demand on the Tenant before enforcing its rights against the Surety hereunder

3. WAIVER BY SURETY

The obligations of the Surety hereunder are to constitute a continuing security in addition to and without prejudice to any other rights which the Landlord may have and the Surety hereby waives any right to require the Landlord to proceed against the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Surety

4. POSTPONEMENT OF CLAIMS BY SURETY AGAINST TENANT

- 4.1 Unless otherwise instructed by the Landlord the Surety will not claim or accept any payment or property in any liquidation bankruptcy composition or arrangement of the Tenant in competition with the Landlord nor seek to recover (whether directly or by way of set-off lien counterclaim or otherwise) any money or other property nor exercise any other right or remedy whatsoever in respect of any sum which may be or become due to the Surety from the Tenant nor exercise any rights of subrogation or indemnity against the Tenant until in each such case all the Surety's obligations hereunder have been performed and discharged in full
- 4.2 The Surety will forthwith pay to the Landlord an amount equal to any set-off in fact exercised by it and will promptly pay or transfer to the Landlord any payment or distribution or benefit in fact received by it notwithstanding the terms of paragraph 4.1 above

5. POSTPONEMENT OF PARTICIPATION BY SURETY IN SECURITY

The Surety confirms it has not taken and undertakes it will not take from the Tenant any security in connection with its obligations hereunder and declares that any security so taken shall be held on trust for the Landlord and further the Surety agrees that it shall not be entitled to participate in any security held by the Landlord in respect of the Tenant's

obligations to the Landlord under this Lease nor to stand in the place of the Landlord in respect of any such security until all the obligations of the Tenant or the Surety to the Landlord under this Lease have been performed or discharged in full

6. NO RELEASE OF SURETY

Unless the Landlord and the Surety expressly agree in writing none of the following nor any combination thereof shall release determine discharge or in any way lessen or affect the liability of the Surety hereunder or otherwise prejudice or affect the right of the Landlord to recover from the Surety to the full extent of its obligations hereunder:

- 6.1 any neglect delay or forbearance of the Landlord in endeavouring to obtain payment of the Rents or other amounts payable under this Lease by the Tenant or in enforcing the performance or observance of any of the obligations of the Tenant under this Lease
- 6.2 any refusal by the Landlord to accept Rents tendered by or on behalf of the Tenant
- 6.3 any extension of time given by the Landlord to the Tenant
- 6.4 any variation of the terms of this Lease or the surrender of any part thereof (in respect of the part not surrendered) or the transfer of the Landlord's reversion
- 6.5 the release of any person for the time being jointly or severally liable for the Tenant's obligations or liable as surety for the Tenant's obligations
- 6.6 any change in the constitution structure or powers of any of the Tenant the Surety or the Landlord or the liquidation administration or bankruptcy (as the case may be) of any of the Tenant the Surety or the Landlord
- 6.7 any legal limitation or any immunity disability or incapacity of the Tenant (whether or not known to the Landlord) or the fact that any dealings with the Landlord or the Tenant may be outside or in excess of the powers of the Tenant or the Surety
- 6.8 the taking variation compromise renewal release or refusal or neglect to perfect or enforce any rights remedies or securities against the Tenant or any other person
- 6.9 the disclaimer of the Lease by a liquidator or trustee in bankruptcy or similar officer appointed to or in respect of the Tenant and having such power
- 6.10 any other act omission matter or thing whatsoever whereby but for this provision the Surety would be exonerated or released either wholly or in part (other than a release by deed given by the Landlord)

7. DISCLAIMER OR FORFEITURE OF LEASE

7.1 The Surety undertakes to the Landlord that:

- (a) if a liquidator or trustee in bankruptcy or similar officer having such power shall disclaim this Lease or
- (b) if this Lease shall be forfeited or
- (c) if the Tenant shall cease to have legal existence save by Statutory Succession [where this Lease is assigned by law to the Tenant's statutory surrender]

then the Surety shall if the Landlord by notice in writing given to the Surety within six months after such disclaimer or other event occurs so requires accept from and execute and deliver to the Landlord a counterpart of a new lease of the Premises for a term commencing on the date of the disclaimer or other event and continuing for the residue

then remaining unexpired of the Term (as specified in this Lease) such new lease to be at the cost of the Surety and to be at the same rents and (subject to paragraph 7.2 below) subject to the same covenants conditions and provisions as are contained in this Lease

7.2 If this Lease is disclaimed and for any reason the Landlord does not require the Surety to accept a new lease of the Premises in accordance with this schedule the Landlord shall be entitled to require that the Surety pays to the Landlord on demand an amount equal to the Rents for the period commencing with the date of such disclaimer and ending on whichever is the earlier of:

- (a) the date six months after such disclaimer and
- (b) the date (if any) upon which the Premises are relet

8. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

8.1 The powers conferred on the Landlord hereunder are cumulative without prejudice to its powers under the general law and may be exercised as often as the Landlord thinks appropriate. The Landlord may in connection with the exercise of its powers join or concur with any person in any transaction scheme or arrangement whatsoever

8.2 If the Landlord reasonably considers that any amount paid by the Surety hereunder is capable of being avoided or set aside on the liquidation or administration of the Surety or otherwise then for the purposes of this Lease such amount shall not be considered to have been paid

8.3 Any settlement or discharge between the Landlord and the Tenant and/or the Surety shall be conditional upon no security or payment to the Landlord by the Tenant or the Surety or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy insolvency or liquidation for the time being in force and accordingly (but without limiting the Landlord's other rights hereunder) the Landlord shall be entitled to recover from the Surety the value which the Landlord has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred

9. REPRESENTATIONS

The Surety warrants and represents that it has full power to enter into the obligations and covenants hereunder and has taken all necessary corporate or other action required to authorise its execution of this Lease and that the provisions of this Lease constitute the legal valid and binding obligations of the Surety

10. BENEFIT OF GUARANTEE

10.1 The covenants undertakings and agreements of the Surety hereunder shall enure for the benefit of the successors and assigns of the Landlord to this Lease without the necessity for any assignment thereof to such successors and assigns

10.2 Without prejudice to paragraph 10.1 above the Landlord may Assign the benefit of the provisions of this Lease and the covenants undertakings and agreements of the Surety hereunder to any third party and the Surety shall join in such documents as may be necessary to effect such assignment

11. INTEREST ON LATE PAYMENT

The Surety will pay Interest on all sums payable by it to the Landlord hereunder

12. COSTS AND EXPENSES

The Surety will indemnify the Landlord against all the Landlord's legal and other costs losses charges and expenses (on a full indemnity basis) arising in connection with any modification amendment release and/or enforcement or attempted enforcement of or preservation of the Landlord's rights under this Lease

13. SET-OFF

All payments to be made by the Surety hereunder will be made in full without any deduction for any set-off or counterclaim the Surety may have against the Landlord

14. WAIVER

No delay or omission by the Landlord in exercising any right power or privilege hereunder shall impair such right power or privilege or be construed as a waiver of such right power or privilege

15. INVALIDITY

If at any time any one or more provisions of this schedule is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby

SCHEDULE 3

Particulars of Matters to which the Premises are Subject

1. All matters as revealed by or listed on Title Numbers SGL277788; SGL578253; SGL513283; SGL588907; SGL509429; Part of SGL535744 insofar as they relate to and affect the Premises
2. the lease of the Substation to be entered into between (1) the Landlord and (2) EDF Energy Networks (LPN) plc and the associated deed of grant to be entered into between the same parties in respect of the Electrical Lines
3. the lease of the existing substation dated 7 February 1967 made between (1) Borax Consolidated Limited and (2) London Electricity Board
4. any deed of grant to be entered into pursuant to clause 4.21 (c) of this Lease

Signed as a deed by **RIVERSIDE RESOURCE**)
RECOVERY LIMITED acting by a director and its)
secretary/two directors:)

Director



~~Secretary~~/Director



ashurst

Underlease

Western Riverside Waste Authority

and

Riverside Resource Recovery Limited

of Energy-from-Waste (EfW) Facility at Belvedere
in the London Borough of Bexley

31 July 2008

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LR1. Date of lease

31 July 2008

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

SGL277788; SGL578253; SGL513283;
SGL588907; SGL509429; Part of SGL535744

LR3. Parties to this lease

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord WESTERN RIVERSIDE WASTE AUTHORITY of Town Hall, Wandsworth, High Street, London SW18 2PU

Tenant RIVERSIDE RESOURCE RECOVERY LIMITED of 2 Coldbath Square London EC1R 5HL (Company Number 03723386)

Other parties

N/A

LR4. Property

Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

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.

Land at Belvedere in the London Borough of Bexley (edged red on the plan annexed hereto as more particularly described in Clause 1.24

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

Not applicable

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

Not applicable

LR6. Term for which the Property is leased

50 years (less one day) from the date of this Lease

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

LR7. Premium

None

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

Schedule 1

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

None

LR12. Estate rentcharge burdening the Property None

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge

LR13. Application for standard form of restriction None

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

LR14. Declaration of trust where there is more than one person comprising the Tenant Not applicable

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

HM LAND REGISTRY
Land Registration Act 2002

County and District	London Borough of Bexley
Title Numbers	TBA
Property	Land at Belvedere in the London Borough of Bexley (edged red on the Plan)

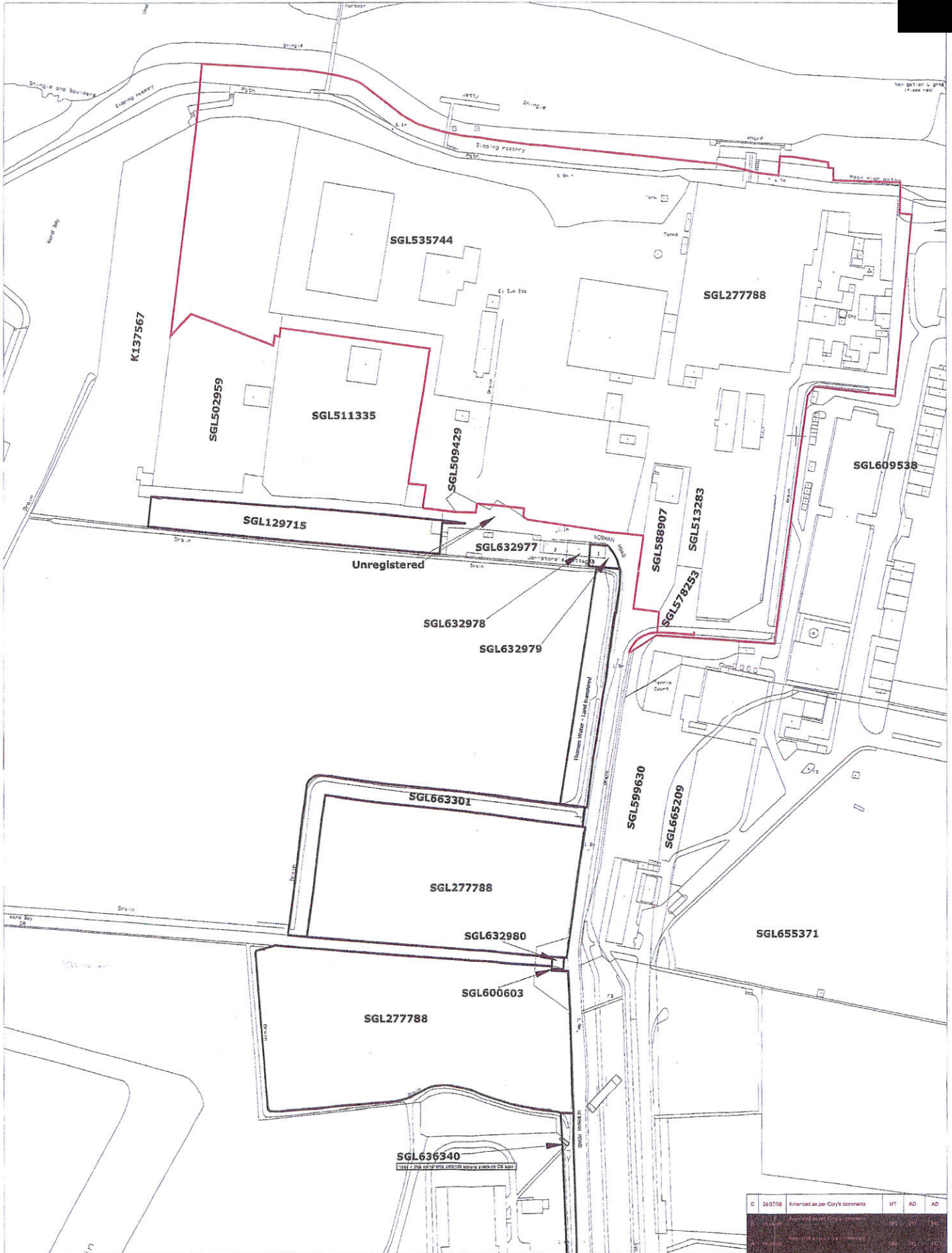
THIS LEASE is made on the date specified in clause LR1 and between the parties specified in clause LR3

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Lease the following words and expressions have the following meanings:

- 1.1 **"Access Road"** means that part of Norman Road shown coloured blue on the Plan
- 1.2 **"Business Day"** means a day on which clearing banks in the City of London are (or would be but for a strike lockout or other stoppage affecting particular banks or banks generally) open during banking hours and **"Business Days"** shall be interpreted accordingly
- 1.3 **"Conduits"** means all conduits sewers drains mains ducts pipes gutters watercourses wires cables fibres channels flues and all other conducting media including any fixings louvres cowls and any other ancillary apparatus as at the date of this Lease
- 1.4 **"Direct Agreement"** means the Finance Direct Agreement as defined in the WMSA
- 1.5 **"Direct Losses"** has the same meaning as EfW Direct Losses as defined in the WMSA
- 1.6 **"Electrical Lines"** means the electrical lines identified on the Plan
- 1.7 **"EfW Termination Date"** has the meaning given to it in the WMSA
- 1.8 **"EfW Works"** means the works as defined in the WMSA
- 1.9 **"Environmental Permits"** means an environmental permit (being any permit issued under or pursuant to the Environment Permitting (England and Wales) Regulations 2007)
- 1.10 **"Facility Agreement"** means the facility agreement relating to the energy from waste facility to be constructed on the Premises of even date herewith made between (amongst others) the Landlord and the Security Trustee
- 1.11 **"Finance Parties"** has the meaning given to it in the Facility Agreement
- 1.12 **"Good Industry Practice"** means the exercise of that degree of skill diligence prudence and foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the operation of the energy-from-waste plants
- 1.13 **"Group Company"** means any company which is for the time being a subsidiary or a holding company or another subsidiary of the holding company in each case within the



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This drawing is based upon drawing number 210408 produced by Cory Environment. Waterman Boreham Ltd shall not be liable for any inaccuracy or deficiencies.

Client: **RIVERSIDE**
 Project: **Proposed Riverside Resource Recovery Facility Belvedere**
 Title: **Summary of Land Ownerships Plan A**

Team	W	MT	Checked	PG	Approved	PG
Scale @ A2	1:1250		Date	24-Jul-08		
Project No.	206230		Rev	C		
Drawing No.	127					
Purpose of Issue	<input type="checkbox"/> Preliminary	<input type="checkbox"/> For Tender	<input type="checkbox"/> For Construction			
	<input type="checkbox"/> For Information	<input type="checkbox"/> For Approval	<input type="checkbox"/> As Built			

D 240708 Amended as per Cory's comments MT AD AD

Waterman Boreham Ltd
 Regent House
 Hubert Road
 Brentwood
 Essex
 CM14 4JE
 Telephone: (0)2777 238 100
 Facsimile: (0)2777 238 150
 Email: enquiries@waterman-boreham.com

Waterman Boreham
 Transport Planning

INVESTOR IN PEOPLE

Based upon the Contract Documents (11/2006) and of 2007, the construction of the works shall be carried out in accordance with the Contract Documents, including the Contract Particulars, Particular Conditions and the Particulars, General Conditions, Particulars, Specifications, Drawings, Bills of Materials, and any other documents forming part of the Contract.

This drawing is based upon the survey and site inspection by South Survey Consultants and is not to be used for any other purpose without the written consent of South Survey Consultants.

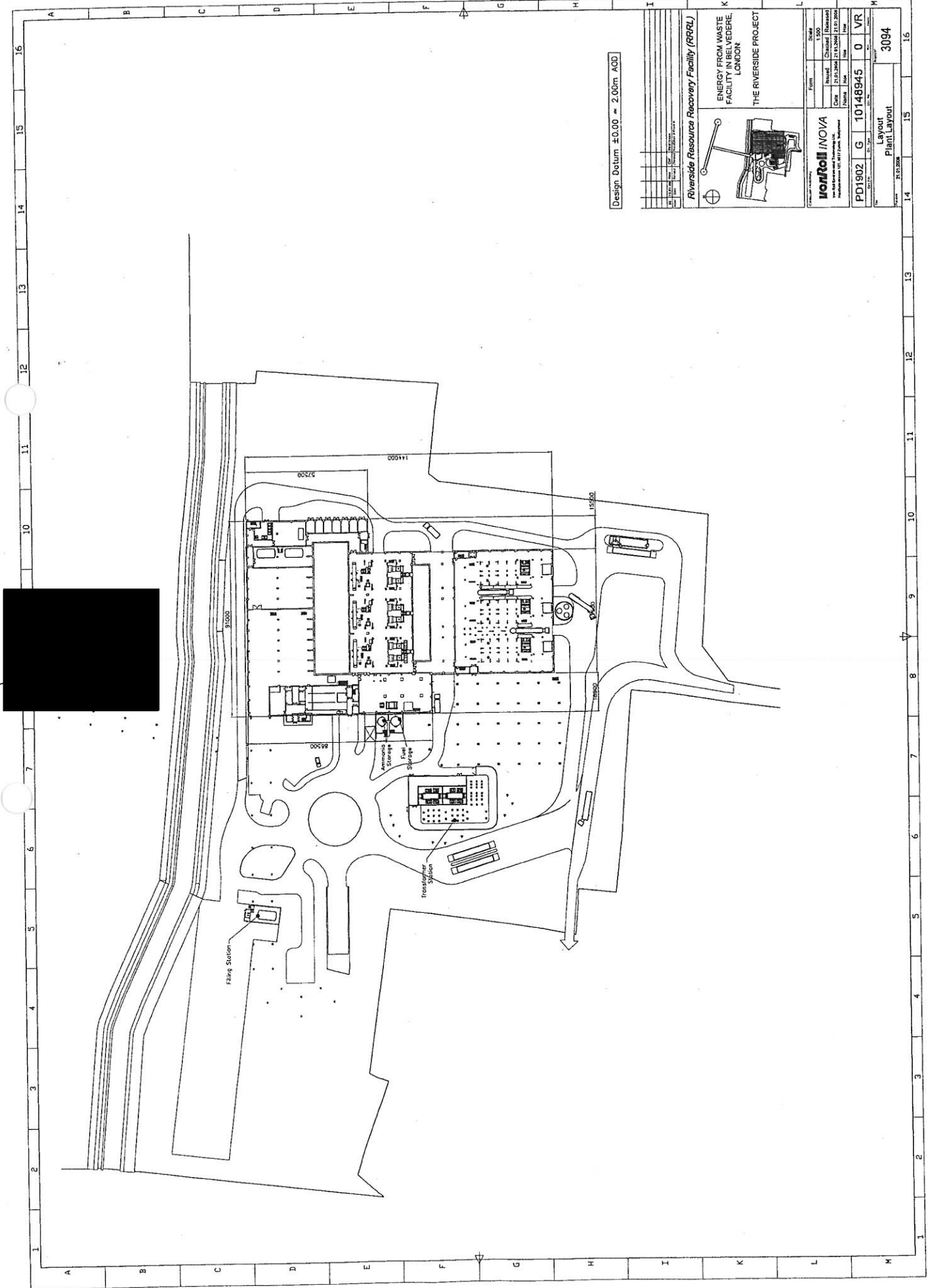


Key

- Proposed Carway
- Proposed Footway
- Chis is to be laid out
- Indicates Contingency area in junction of Proposed Footway and Proposed Carway
- Proposed Multi-Story Drainage & Cullit
- Proposed Street Lighting
- Highway Boundary
- Proposed Drainage Structures

B	14/12/07	Revised to satisfy Council Comments	MF	PM	KG
C	15/12/07	Revised to satisfy Council Comments	GA	PK	PK
D	16/12/07	Final Design	GA	PK	PK
A	08/12/07	Proposed Works	GS	PK	PK

Project: **Highway Works - Belvedere**
 Drawing No: **200230/116**
 Issue: **05/12/07**
 Scale: **1:500 @ A1**
 Date: **December 2007**
 Drawn by: **RJB**
 Checked by: **SG**
 Approved by: **SG**
 Date: **05/12/07**



Design Datum $\pm 0.00 = 2.00m$ AOD

Riverside Resource Recovery Facility (RRRL)			
ENERGY FROM WASTE FACILITY IN BELVEDERE, LONDON THE RIVERSIDE PROJECT			
ironroll INOVA <small>ironroll INOVA is a subsidiary of Ironroll Group Ltd.</small> <small>Head Office: 101 Park Road, London, UK</small>		Form: _____ Status: _____ Date: 21.01.2008 Name: _____	Scale: _____ Checked: _____ Released: _____ Date: 21.01.2008 Name: _____
Project No: PD1802 Rev: G Date: 20.01.08	Drawing No: 10148945 Rev: 0 Date: 20.01.08	Drawing Title: Layout Drawing No: 3094	Drawing No: 3094

FOR CONSTRUCTION



Scale	AS 1:500	Sheet No.	01/01
Project Name	Watermain Boreham		
Client	Watermain Boreham		
Project No.	WB/2023/01		
Revision	01/01		
Author	[Redacted]		
Check	[Redacted]		
Approved	[Redacted]		
Date	2023-10-27		

Watermain Boreham
Proposed Watermain Boreham Recovery
Final Design

Watermain Boreham
Proposed Watermain Boreham Recovery
Final Design



NOTES

1. All dimensions are in millimeters unless otherwise stated.
2. All dimensions are to the centerline of the pipe unless otherwise stated.
3. All dimensions are to the outside of the pipe unless otherwise stated.
4. All dimensions are to the inside of the pipe unless otherwise stated.
5. All dimensions are to the centerline of the pipe unless otherwise stated.
6. All dimensions are to the outside of the pipe unless otherwise stated.
7. All dimensions are to the inside of the pipe unless otherwise stated.
8. All dimensions are to the centerline of the pipe unless otherwise stated.
9. All dimensions are to the outside of the pipe unless otherwise stated.
10. All dimensions are to the inside of the pipe unless otherwise stated.

Proposed 1500mm Diameter Watermain	
Length	10000
Depth	1000
Material	1500mm Diameter Watermain
Notes	Proposed 1500mm Diameter Watermain

meaning of section 1159 of the Companies Act 2006 which section shall for this purpose be deemed not to have been amended by subsequent legislation

- 1.14 **"Interest"** means interest both before and after any judgement at the Interest Rate then prevailing during the period beginning on the date on which the relevant payment is due and ending on the date on which the relevant payment is received by way of cleared funds
- 1.15 **"Interest Rate"** means four per cent. above the base lending rate from time to time in force of National Westminster Bank PLC or such other bank which is a member of CHAPS Limited as the Landlord may from time to time nominate in writing
- 1.16 **"Landlord"** means the party described as the Landlord in clause LR3 and includes the party for the time being entitled to the reversion immediately expectant on the determination of the Term
- 1.17 **"Landlord and Tenant Act"** means the Landlord and Tenant Act 1954
- 1.18 **"Lease"** means this Lease and any document which is made supplemental to this Lease or which is entered into pursuant to or in accordance with the terms of this Lease
- 1.19 **"Local Highway Authority"** means London Borough of Bexley
- 1.20 **"Operating Consents"** means every consent for the lawful design build operation and maintenance of a plant on the Premises for the Permitted User
- 1.21 **"Permitted User"** means use for the design build operation and maintenance of a plant for the generation of energy from waste and ancillary uses
- 1.22 **"Plan"** means the plans attached to this Lease
- 1.23 **"Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation relating to town and country planning in force from time to time
- 1.24 **"Premises"** means the land buildings plant machinery apparatus and equipment at Norman Road Belvedere in the London Borough of Bexley shown edged red on the Plan and includes:
- (a) all alterations additions and improvements to the Premises
 - (b) all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise)
 - (c) all fencing surrounding or forming part of the Premises and its boundaries
- and references to the "Premises" in the absence of any provision to the contrary include any and every part of the Premises
- 1.25 **"Principal Rent"** means a peppercorn per annum
- 1.26 **"Rent Commencement Date"** means the date of grant of this Lease
- 1.27 **"Rents"** means the Principal Rent and the other payments reserved as rent and referred to in clause 3

- 1.28 **"Residual Value Agreement"** means the agreement containing the Residual Value Rights (as defined in the WMSA) of even date herewith made between the Landlord and the Tenant (as amended from time to time)
- 1.29 **"Security Trustee"** means The Governor and Company of the Bank of Ireland in its capacity as security trustee for the parties providing the Senior Debt for the development of the facilities at the Premises
- 1.30 **"Senior Debt"** has the meaning given to this term under the WMSA
- 1.31 **"Senior Lenders' Default"** means a failure by the Security Trustee to comply with its obligation under clause 14.8(b) of the Direct Agreement within twenty Business Days after written notice is given by the Landlord to the Tenant
- 1.32 **"Services"** means water sewerage gas electricity steam air hydraulics telephone telecommunications and other services of whatever nature
- 1.33 **"Substation"** means the 132kV substation the approximate location of which is identified on the Plan
- 1.34 **"Suitable Substitute Contractor"** has the meaning given to this term under the Direct Agreement
- 1.35 **"Superior Landlord"** means the person for the time being entitled to the estate reversionary upon the Landlord's interest
- 1.36 **"Superior Lease"** means the lease of even date herewith and made between Riverside Resource Recovery Limited (1) and Western Riverside Waste Authority (2)
- 1.37 **"Superior Lease Covenants"** means the covenants agreements and other provisions affecting the Premises contained in the Superior Lease and to be performed and observed by the tenant under the Superior Lease with the exception of the covenant for the payment of rent
- 1.38 **"Tenant"** means the party described as the Tenant in clause LR3 and includes the Tenant's successors in title and assigns
- 1.39 **"Term"** means the term specified in clause LR6
- 1.40 **"Value Added Tax"** means Value Added Tax or any other tax of a similar nature that may be substituted for or levied in addition to it in each case at the rate current from time to time
- 1.41 **"WMSA"** means the amended and restated Waste Management Services Agreement of even date herewith between Cory Environmental Limited (1) and the Landlord (2) (as amended from time to time)

2. **INTERPRETATION**

- 2.1 The schedules form part of this Lease
- 2.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

- 2.4 Rights expressed to be reserved in favour of the Landlord shall be deemed to extend to any superior landlord and any mortgagee of the Premises and all persons authorised by the Landlord and by any superior landlord or mortgagee including its or their agents professional advisers contractors and workmen
- 2.5 Any covenants by the Tenant not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done
- 2.6 Any provisions in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse or delay any such consent or approval
- 2.7 Except where there is an express indication to the contrary:
- (a) any references to a specific statute or permit include any statutory extension or modification amendment or re-enactment of such statute and any regulations instruments or orders made under such statute or permit; and
 - (b) any references to a specific regulation instrument or order made under a statute include any statutory extension or modification amendment or re-enactment of such regulation instrument or order
- 2.8 Any general reference to "statute" or "statutes" includes EU directives decisions and regulations and any regulations instruments orders or other directions made under such statute or statutes
- 2.9 References in this Lease to any clause schedule or paragraph without further designation shall be construed as a reference to a clause or paragraph of or schedule to this Lease so numbered
- 2.10 The clause paragraph and schedule headings and the table of contents are for ease of reference only and shall not be taken into account in the construction or interpretation of this Lease or of the clause paragraph or schedule to which they refer
- 2.11 References to "last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "expiry of the Term" include such other determination of the Term
- 2.12 The terms "parties" or "party" mean the Landlord and (or) the Tenant
- 2.13 References to the act or default of the Tenant include the act or default of any person deriving title under or through the Tenant or their respective employees agents and visitors

3. **DEMISE**

The Landlord demises to the Tenant the Premises together with the rights set out in Schedule 1 to hold the Premises to the Tenant for the Term subject to all rights easements quasi-easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises (contained or referred to in schedule 2) yielding and paying to the Landlord:

- 3.1 on and from the Rent Commencement Date the Principal Rent payable without any deduction annually in advance on the anniversary of the date hereof

4. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord:

4.1 Rents

To pay the Rents on the days and in the manner set out or referred to in this Lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

4.2 Outgoings

To pay and to indemnify the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by any disposition of or dealing with or ownership of any interest reversionary to the interest created by this Lease)

4.3 Maintenance

- (a) To keep the Premises properly maintained and in good working order in accordance with Good Industry Practice in order to achieve the full working life of the plant
- (b) To take all necessary steps in accordance with Good Industry Practice to protect and secure the Premises and to keep the Premises clean and tidy

4.4 User and Restrictions on Use

- (a) Not to use the Premises for any purpose other than the Permitted User
- (b) Not to do or allow to remain upon the Premises anything which may be or become or cause an injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises otherwise than as required to use the Property for the Permitted Use

4.5 Statutory Obligations and Fire Precautions

- (a) At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute or any government department local authority other public or competent authority environmental authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the occupier
- (b) At the Tenant's own expense and without limiting the obligations set out earlier in this clause 4.5:
 - (i) to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Premises or in regard to carrying on the business for the time being carried on at the Premises and
 - (ii) to comply with the requirements and recommendations of the fire authority and the Landlord in relation to fire precautions affecting the Premises

4.6 Access to Landlord and Notice of Repair

- (a) To permit the Landlord and the Superior Landlord on ten Business Days' prior written notice (except in case of emergency in which case no notice shall be necessary):
 - (i) to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed
 - (ii) to inspect the state of repair and condition of the Premises
 - (iii) to provide the Tenant with a written notice specifying any breach by the Tenant of the terms of this Lease and requesting the Tenant as soon as reasonably practicable to remedy the same; and
- (b) As soon as practicable to remedy the breach as required by such notice

4.7 Dealings

- (a) In this clause 4.4 "**Assignment**" means:
 - (i) in the case of a registered lease the execution of a transfer whether or not that transfer is subsequently registered at the Land Registry and
 - (ii) in the case of any other lease the execution of a deed of assignment of it
 and "**Assign**" shall be construed accordingly
- (b) Not to Assign or charge a part (as distinct from the whole) of the Premises
- (c) Not to Assign the whole of the Premises except:
 - (i) in accordance with the provisions of the Direct Agreement; or
 - (ii) to the Security Trustee (or to a Suitable Substitute Contractor in accordance with the provisions of the Direct Agreement) as security for the Senior Debt for the Finance Parties under the Facility Agreement; or
 - (iii) (otherwise only) with the prior written consent of the Landlord (which consent may be withheld by the Landlord in its absolute discretion)
- (d) Not to charge the whole of the Premises without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that no consent shall be required in respect of any charge relating to the Senior Debt
- (e) Within twenty Business Days of any Assignment or any transmission or other devolution relating to the Premises to give written notice thereof to the Landlord's and Superior Landlord's solicitors together with two certified copies of the relevant document and to pay the Landlord's and Superior Landlord's solicitors' reasonable charges not exceeding £50 for the registration of every such document plus Value Added Tax

4.8 Landlord's Costs

To pay to the Landlord and to indemnify the Landlord against all proper costs fees charges disbursements and expenses on an indemnity basis (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:

- (a) every application made by the Tenant for a consent approval or licence required by the provisions of this Lease whether such consent approval or licence is granted or

refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn

- (b) any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiry of the Term but which relates to dilapidations caused or occurring during the Term

4.9 The Planning Acts Environmental Law Environmental Permits and Operating Consents

Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts any Environmental Permit or any of the Operating Consents in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

4.10 Plans Documents and Information

If called upon to do so to produce (within 20 Business Days of demand) to the Landlord all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with

4.11 Indemnities

To be responsible for and to keep the Landlord fully and effectually indemnified against all Direct Losses arising out of any breach or non-observance by the Tenant of its covenants in this Lease

4.12 Yield Up

- (a) At the expiry of the Term the Tenant shall have the option (exercised in writing no later than 12 months prior to the expiry of the Term) either to yield up the Premises in accordance with the terms of this Lease or to leave the Premises in a good cleared safe and tidy condition
- (b) In case of any other determination of the Lease the Tenant shall yield up the Premises in accordance with the terms of this Lease

4.13 Statutory Notices

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within ten Business Days of receipt and if so required by the Landlord to produce it to the Landlord and without delay and at the cost of the Tenant to take all necessary steps to comply with such notice direction or order and at the request of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

4.14 Defects and the Premises

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord

4.15 Compliance with Title

Not to put the Landlord and/or the Superior Landlord in breach of the rights easements privileges restrictions covenants stipulations and other matters contained or referred to in schedule 2

4.16 Landlord's Release under the Landlord and Tenant (Covenants) Act 1995

Not to object unreasonably to the Landlord being released from its obligations under this Lease as requested in any notice served on the Tenant under the Landlord and Tenant (Covenants) Act 1995

4.17 Registration of the Lease at the Land Registry

Subject to the Landlord having registered the Superior Lease to take all necessary steps to apply to the Land Registry for first registration of this Lease within the period of twenty Business Days beginning on the date of the Lease and on completion of the registration forthwith to supply the Landlord with official copies of the register of title and title plan within ten Business Days of such registration

4.18 Landlord's application for exempt information document designation

To submit to the Land Registry together with its own application for first registration of the Lease any application for EID designation required by the Landlord (subject to the Landlord providing to the Tenant completed forms EX1 and EX1A together with a cheque for the requisite fee)

4.19 Adoption of Access Road

To co-operate with all reasonable requests and requirements of the Landlord in respect of the dedication or adoption of the Access Road including:

- (a) promptly entering into any agreement for dedication and adoption where properly required by the Local Highway Authority; and
- (b) promptly entering into any agreement for the surrender at nil premium of any part of the Premises where properly required by the Local Highway Authority where such surrender will not adversely impact upon the operation of or construction of the EfW Works and the Permitted User

4.20 Substations and Environment Agency

- (a) To promptly enter into any agreement for the surrender at nil premium of any part of the Premises properly required by Landlord in respect of the lease of the Substation to be entered into between (1) the Landlord and (2) EDF Energy Networks (LPN) plc where such surrender will not adversely impact upon the operation of or construction of the EfW Works and the Permitted User
- (b) To promptly enter into any agreement for the surrender of the existing substation lease dated 7 February 1967 made between (1) Borax Consolidated Limited and (2) London Electricity Board where required to do so by the Landlord
- (c) Where required to do so by the Landlord to promptly enter into:
 - (i) an agreement for the surrender of a deed of grant dated 5 October 1954 made between (1) Borax Consolidated Limited and (2) Kent River Board; and
 - (ii) any replacement deed of grant with the Environment Agency granting a right of way with or without vehicles at all times (whether temporary or permanent) over such reasonable part of the Premises as specified by the Landlord provided that such deed of grant will not adversely impact upon the operation of or construction of the EfW Works and the Permitted User

5. **PROVISOS**

5.1 **Rights and Easements**

The operation of section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the Tenant shall not by virtue of this Lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled to by any means whatever any easement from or over or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord or the Superior Landlord or any Group Company of the Landlord or of the Superior Landlord and not comprised in this Lease

5.2 **Exclusion of Use Warranty**

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used for the purpose authorised in this Lease

5.3 **Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord

5.4 **Compensation on Vacating**

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

5.5 **Service of Notices**

- (a) The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that section 196 shall be deemed to be amended as follows:

the final words of section 196(4)"... and that service ... be delivered" shall be deleted and there shall be substituted "...and that service shall be deemed to be made on the second Business Day after the registered letter has been posted"

- (b) Any notice or document shall also be sufficiently served if sent by telex facsimile transmission or any other means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4.00 p.m. on a Business Day but otherwise on the next following Business Day

5.6 **Value Added Tax**

- (a) Save as the context requires or as otherwise stated all references to payments made in this Lease are references to such payments exclusive of Value Added Tax chargeable in respect of the supply of goods or services for which the payment is consideration and insofar as such payments fall to be made under this Lease the amount of such Value Added Tax shall be paid in addition thereto
- (b) Without prejudice to and save as mentioned earlier in this clause 5.6 where any supply is made pursuant to this Lease the recipient of the supply shall pay to the supplier the amount of any Value Added Tax chargeable in respect thereof

- (c) Where any payment is required to be made pursuant to this Lease to reimburse the payee for any expenditure incurred by the payee such payment shall include an amount equal to any Value Added Tax comprised in that expenditure which is not recoverable by the payee as input tax under section 25 of the Value Added Tax Act 1994

5.7 Exclusion of the Landlord and Tenant Act 1954

- (a) This Lease is granted pursuant to an agreement for lease dated 31 July 2008 (the "**Agreement for Lease**")
- (b) In relation to the tenancy created by this Lease:
 - (i) the Landlord served on the Tenant a notice dated _____ 2008 in relation to the tenancy created by this Lease in a form complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
 - (ii) the Tenant or a person duly authorised by the Tenant has made a statutory declaration dated 29 July 2008 (the "**Statutory Declaration**") complying with the requirements of schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
- (c) Where the Statutory Declaration was made by a person other than the Tenant the Tenant confirms that the declarant was duly authorised to make the Statutory Declaration on the Tenant's behalf
- (d) The Landlord and Tenant agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act shall be excluded in relation to the tenancy created by this Lease

5.8 Governing Law and Jurisdiction

- (a) This Lease (and any dispute controversy proceedings or claim of whatever nature arising out of or in any way relating to this Lease) shall be governed by and construed in accordance with English law
- (b) Each party to this Lease irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in any way relate to this Lease and for these purposes each party irrevocably submits to the exclusive jurisdiction of the courts of England

5.9 Landlord and Tenant (Covenants) Act 1995

This Lease is a "new tenancy" as that expression is defined in the Landlord and Tenant (Covenants) Act 1995

5.10 Invalidity

If at any time any one or more provisions of this Lease is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby

6. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant that:

6.1 **Quiet Enjoyment**

Throughout the Term the Tenant may quietly enjoy the Premises and the rights granted to the Tenant without any interruption by the Landlord

7. **LANDLORD'S OPTIONS TO DETERMINE**

7.1 The Landlord shall have the right immediately to determine this Lease by giving written notice to the Tenant at any time on the following:

- (a) the EFW Termination Date;
- (b) any termination of the Residual Value Agreement prior to the expiry of the Residual Value Period (as defined in the Residual Value Agreement; or
- (c) the date upon which the Residual Value Agreement is otherwise avoided by RRRL or successfully disclaimed by an insolvency practitioner appointed over RRRL or any of its assets or
- (d) a Senior Lenders' Default.

7.2 On the expiry of any notice given under clause 7.1 the Term will cease and terminate absolutely but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach

8. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is not intended that a person who is not a party to this Lease has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act

IN WITNESS whereof this Lease has been executed as a deed on the date first above written

SCHEDULE 1

1. ACCESS ROAD

So far as the Landlord can grant the same a right of way in common with the owners of the neighbouring and adjoining land and those authorised by them with or without vehicles over and along the Access Road at all times for all lawful purposes connected with the use of the Property

2. ADDITIONAL RIGHTS

So far as the Landlord can grant the same all rights expressed to benefit the Superior Landlord's freehold reversion as revealed by or listed on Title Numbers SGL277788; SGL578253; SGL513283; SGL588907; SGL509429; Part of SGL535744 insofar as they are capable of benefiting the Property

Signed as a deed by **RIVERSIDE RESOURCE**)
RECOVERY LIMITED acting by a director and its)
secretary/two directors:)

Director



~~Secretary~~/Director

