



12 March 2014

Julian Kingston
Director
The Lenox Project CIC
2a Creekside
London
SE8 4SA

Dear Mr Kingston

Convoys Wharf – Planning Application DC/13/83358 Offer to Lease Land for Reconstruction of the Lenox

The meeting held on 7 February 2014 at City Hall between the stakeholders for the community projects that have been proposed for our development at Convoys Wharf was helpful in allowing the parties to air their views and reach a better understanding of what each side is intent on achieving.

We recognise the values behind the Lenox Project that go beyond the task of reconstructing a 17th Century timber warship through the development of skills and craftsmanship, but also its importance as a reference to the unique history of the site and Deptford's heritage. At the meeting at the GLA we set out the basis of an offer to accommodate the Lenox at Convoys Wharf and we now formalise that offer, the details of which are attached. We understand that your preference is to use the Olympia Building as the location to rebuild the Lenox but as explained at the meeting that would be contrary to our own vision for the Olympia Building and associated public open space towards the River which is central to the masterplan in providing a permeable multi-purpose space for both residents and visitors alike.

Our offer to lease is based on providing space for the Lenox on part of the wharf. We suggest there are a number of distinct advantages from building the Lenox at that location;

- The Lenox can be built from ground level or from an excavated slipway.
- Archaeological implications are less onerous than the Olympia Building location.
- The offered build site is closer to the river.
- Site preparation/enabling works are considerably cheaper than the Olympia Building location.
- The Lenox programme can start immediately upon planning consent with no delay caused by the need for extensive restoration of the Olympia Building.
- Environmental benefits by not being surrounded by residential accommodation.
- The Wharf site has dedicated road access, separate from the remainder of the Masterplan area.
- The Wharf site has flexibility to accommodate visitor facilities.
- The Wharf site has been designed for occupation by several operators; the Lenox can occupy jointly with our use of part of the wharf for construction purposes through all phases.
- Connection to Maritime Greenwich along the Thames Path, subject to logistics and health and safety considerations for materials off-loading from River and building works. Alternative routes include access to bus services along Convoys spine road or by Riverbus.

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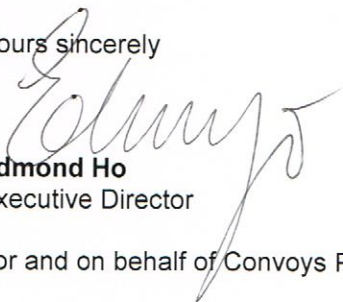
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Whilst we appreciate that the Wharf is not your preferred location for the Lenox, we trust that the advantages above coupled with our offer to lease at a peppercorn rent will provide significant benefits that will become evident in your business model.

Yours sincerely



Edmond Ho
Executive Director

For and on behalf of Convoys Properties Limited

Enc:

c.c. Graham Clements
John Miller
Dame Joan Ruddock

Greater London Authority
London Borough of Lewisham
MP

Convoys Wharf

Community Heritage Projects

Hutchison Whampoa's Offer to Lease

07 March 2014 Outline Terms of Offer, Without Prejudice and Subject to Contract

Convoys Wharf Planning Application DC/13/83358

The Lenox Project CIC (Company No. 7952149)

The proposal is for use of part of the Safeguarded Wharf [approx 3975m²] for reconstruction of a 17C warship including visitor facilities during the Lease period, subject to details to be agreed.

Offer: 7 years lease with option for an additional 3 years, excluding statutory rights, at a peppercorn rent (but subject to service charge and insurances) commencing from the date of London Borough of Lewisham (LBL) and Hutchison Whampoa (HW)'s approval of the business plan.

Outline Terms:

- Within 18 months from the date of Planning Determination for the outline application (DC/13/83358), The Lenox Project CIC shall provide LBL and HW with a comprehensive business plan, the scope of which shall be agreed with LBL and HW beforehand, which provides inter alia the names of all individuals and organisations associated with the project, the project objectives, and the programme. Importantly, it is required that a committed source of funding for a substantial proportion of the total amount be confirmed to LBL and HW who, if agreement cannot be reached on whether the arrangement for funding is satisfactory, shall require a decision by an independent arbitrator. This information is required to satisfy LBL and HW that the project has a sound financial basis before progressing to an agreement to lease. If satisfactory information is not provided the offer to lease will be withdrawn.
- The Lenox Project CIC shall take possession of the site within 6 months of the execution of the Lease. Should works described in the Lease Agreement not be commenced within 36 months from the date of the Planning Determination the offer will be void and the Lease terminated.
- 18 months before the 7 years lease end, The Lenox Project CIC may apply for a lease extension of 3 years which shall be subject to an updated business plan by The Lenox Project CIC including details of construction programme and funding viability. If satisfactory information is not provided the option to extend the lease will be withdrawn.
- The Lenox Project CIC shall be responsible for obtaining all necessary permissions and consents for its use of the site and for construction of any buildings or structures necessary for its operation. The Lenox Project CIC will be responsible for connecting to the utility services being either temporary or permanent supplies. The Lenox Project CIC will be responsible for security of its site after it has taken possession.
- The Lenox Project CIC will be responsible for all payments and charges that become due as a result of their occupation of the site, including rates and utilities.
- The Lease Agreement will include the process for handing the site back to HW upon completion; the details including reinstatement shall be agreed at the time of drafting.