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DATED

6 June

2008

THE CITY OF LONDON REAL PROPERTY  
COMPANY LIMITED

to

TAYLOR WESSING LLP

---

UNDERLEASE

relating to eighth floor, Building 5, New Street Square, New  
Fetter Lane, London EC4

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SEQ81



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N A B A R R O

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Lacon House  
Theobald's Road  
London WC1X 8RW

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Certified to be a true copy  
of the original

*Taylor Wessing LLP*  
Taylor Wessing LLP

## CONTENTS

Clause	Subject matter	Page
	PRESCRIBED CLAUSES.....	I
1.	DEFINITIONS.....	1
2.	INTERPRETATION.....	12
3.	GRANT AND TERM.....	14
4.	RIGHTS GRANTED.....	14
	Limitations on rights granted .....	17
	Conditions as to rights granted .....	17
	No other rights granted .....	18
5.	RIGHTS RESERVED AND REGRANTED.....	18
	Conditions as to rights reserved .....	20
	Basis of rights reserved.....	20
6.	THIRD PARTY RIGHTS OVER THE PREMISES .....	21
	No rights to be acquired or granted .....	21
7.	PAYMENT OF RENTS.....	21
8.	RENT REVIEW.....	22
	Open Market Rent.....	22
	Determination of revised Rent.....	23
	General .....	24
9.	OTHER FINANCIAL MATTERS .....	25
	Utilities.....	25
	Rates and taxes.....	25
	Payments relating to the Premises and other property.....	25
	Landlord's costs.....	25
	VAT.....	26
	Interest.....	26
10.	BUILDING SERVICE CHARGE.....	26
	Landlord's obligations .....	26
	Tenant's obligations .....	27
	Estimating and revising the Building Service Charge .....	28
	General provisions .....	28
11.	ESTATE SERVICE CHARGE .....	28
	Landlord's obligations .....	28
	Tenant's obligations .....	29
	Estimating and revising the Estate Service Charge .....	30
	General provisions .....	30
12.	INSURANCE .....	30
	Landlord's obligations relating to insurance.....	30
	Reinstatement.....	31
	Tenant's obligations relating to insurance.....	32
	Suspension of rent.....	32
	Insurance moneys.....	33
	Option to determine following damage by an Insured Risk.....	33
	Reinstatement following damage by an Excluded Risk .....	34
	Insurance Risk during Rent Free Period .....	36
13.	STATE AND CONDITION OF THE PREMISES .....	36
	Repair.....	36
	To keep clean and tidy .....	37

Decoration .....	37
To permit the Landlord to repair in default.....	37
Alterations.....	37
Signs and advertisements .....	39
Overloading .....	39
<b>14. USE OF THE PREMISES.....</b>	<b>39</b>
The Permitted Use .....	39
Obstructions .....	39
Restrictions on use .....	39
Use of machinery .....	40
Fire and security precautions .....	40
Exclusion of warranty.....	40
Management of Common Areas.....	40
<b>15. DEALINGS .....</b>	<b>41</b>
Alienation.....	41
General restrictions.....	42
Assignments.....	42
Underlettings .....	43
Terms to be contained in any underlease.....	44
Rent review in an underlease.....	45
Further provisions relating to underleases.....	46
Provisions relating to sub-underleases.....	46
Group sharing of occupation .....	46
Registration of dealings and provision of information .....	47
<b>16. LEGAL REQUIREMENTS AND REGULATIONS.....</b>	<b>47</b>
Legislation and planning .....	47
Notices relating to the Premises .....	48
Regulations .....	48
<b>17. LANDLORD'S COVENANTS .....</b>	<b>48</b>
Quiet enjoyment .....	48
To provide Services .....	48
Services outside Office Hours.....	48
Use of remainder of Building.....	49
External signage.....	49
Third parties .....	49
Outside seating for Retail Units .....	49
Noise Levels.....	50
Fitting out of Retail Units.....	50
Protected Retail Unit.....	50
Letting of Retail Units .....	50
Loading Bay .....	51
Atrium blinds .....	51
Enforce covenants .....	51
<b>18. LIMITS ON LANDLORD'S LIABILITY.....</b>	<b>51</b>
<b>19. FORFEITURE .....</b>	<b>51</b>
Landlord's right of re-entry.....	51
Events giving rise to the Landlord's right of re-entry.....	52
<b>20. GUARANTOR'S COVENANT .....</b>	<b>53</b>
Guarantee.....	53
Principal debtor.....	53
Indemnity .....	53
No discharge of Guarantor .....	54

Waiver by Guarantor of its rights.....	55
Guarantor to take a new lease.....	56
Supplementary provisions.....	56
<b>21. MISCELLANEOUS.....</b>	<b>57</b>
Notices .....	57
Superior Lease .....	58
Tenant to provide information .....	58
Registration at the Land Registry .....	58
Financial information.....	59
Tenant's indemnity .....	59
Replacement Guarantor.....	59
Qualification of Landlord's liability .....	59
Removal of goods after end of Term .....	60
Guarantor .....	60
Governing law .....	60
Contracts (Rights of Third Parties) Act 1999.....	60
<b>22. NEW OR OLD UNDERLEASE .....</b>	<b>60</b>
SCHEDULE 1 Building Services.....	61
SCHEDULE 2 Estate Service Charge .....	63
SCHEDULE 3 Estate Services.....	67
APPENDIX B Estate Plans.....	71
APPENDIX C .....	72
Plan 0223GA(SP)200 showing Access Ramp.....	72
Plan 0223GA(SP)201 showing Access Ramp.....	72
Atrium Corridor Plans .....	72
Ground Floor Plan.....	72
Retail Plan .....	72
APPENDIX D Rent Review Specification.....	73

PRESCRIBED CLAUSES	
LR1. Date of lease	6 June 2008
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	NGL885533.
LR2.2 Other title numbers	None.
LR3. Parties to this Underlease	
Landlord	THE CITY OF LONDON REAL PROPERTY COMPANY LIMITED (incorporated and registered in England and Wales under company registration number 1160), the registered office of which is at 5 Strand, London WC2N 5AF.
Tenant	TAYLOR WESSING LLP (a limited liability partnership formed under the Limited Liability Partnership Act 2000 and registered under number OC322935), the registered office of which is at Carmelite, 50 Victoria Embankment, London EC4Y 0DX.
LR4. Property	The Property as specified in this Underlease in the definition of the Premises at clause 1 but excluding the matters specified in the definition of the Premises at clause 1 of this Underlease.
	In the case of a conflict between this clause and the remainder of this Underlease then, for the purposes of registration, this clause shall prevail.
LR5. Prescribed statements etc.	None.
LR6. Term for which the Property is leased	The term as specified in this Underlease at clause 3.1.
LR7. Premium	None.
LR8. Prohibitions or restrictions on disposing of this Underlease	This Underlease contains a provision that prohibits or restricts dispositions.

<b>LR9. Rights of acquisition etc.</b>	
<b>LR9.1 Tenant's contractual rights to renew this Underlease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>	None.
<b>LR10. Restrictive covenants given in this Underlease by the Landlord in respect of land other than the Property</b>	The covenants contained in clauses 17.4, 17.5, 17.7, 17.9, 17.10, 17.12, 17.13 and 17.14.
<b>LR11. Easements</b>	
<b>LR11.1 Easements granted by this Underlease for the benefit of the Property</b>	The easements granted for the benefit of the Property as specified in this Underlease at clause 4.
<b>LR11.2 Easements granted or reserved by this Underlease over the Property for the benefit of other property</b>	The easements granted or reserved by this Underlease over the Property as specified in this Underlease at clause 5.
<b>LR12. Estate rentcharge burdening the Property</b>	None.
<b>INITIAL RENT</b>	One million one hundred and sixteen thousand five hundred and four pounds (£1,116,504) per annum exclusive of VAT.
<b>RENT COMMENCEMENT DATE</b>	31 November 2010.
<b>ANCILLARY RENT COMMENCEMENT DATE</b>	27 May 2008.

THIS UNDERLEASE IS A NEW TENANCY FOR THE PURPOSES OF THE LANDLORD AND TENANT (COVENANTS) ACT 1995.

**UNDERLEASE**

**DATE** 6 June 2008

**PARTIES**

- (1) The Landlord named in LR3 (the "Landlord"); and
- (2) the Tenant named in LR3 (the "Tenant").

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

In this Underlease the following definitions apply:

**"Access Ramp"**

means the access ramp leading from Bartlett Court to the car park and structural supporting walls shown (for the purposes of identification only) edged and hatched dark blue on the plans numbered O223GA (SP) 200 and O223GA (SP) 201;

**"Act"**

means any Act of Parliament (including any consolidation, amendment or re-enactment of it) and any subordinate legislation, regulation or bye-law made under it;

**"Additional Services"**

shall have the meaning ascribed to it in clause 17.3;

**"Agreement for Underlease"**

means an agreement for the grant of (inter alia) this Underlease dated 1 November 2006 and made between (1) the Landlord and (2) Huntsmoor Property Limited;

**"Ancillary Rent Commencement Date"**

means 27 May 2008;

**"Atrium"**

means the atrium area on the first floor of the Building;

**"Atrium Corridor"**

means the atrium corridor area hatched green on the Atrium Corridor Plan;

**"Atrium Corridor Plan"**

means the plan numbered 0223D(SP)108;

**"Building"**

means the building (and all alterations, additions and improvements at any time made thereto and the fixtures thereof) known as Building 5 New Street Square, New Fetter Lane, London EC4 and shown) hatched red on the Estate Plans, with all Landlord's plant and machinery in it or which serves the Building but excluding any Estate Common Areas;

**"Building 2"**

means the building shown (for the purpose of identification only) shown edged and hatched pink on the Estate Plans;

**"Building 3"**

means the building shown (for the purpose of identification only) shown edged and hatched green on the Estate Plans;

**"Building 4"**

means the building shown (for the purpose of identification only) hatched brown on the Estate Plans;

**"Building 6"**

means the building shown (for the purpose of identification only) shown edged and hatched blue on the Estate Plans;

**"Building 5 Leases"**

means the four other leases of even date to this Underlease made between (1) the Landlord and (2) the Tenant relating respectively to the ground, first, second, third, fourth and fifth floors, the ninth floor, the tenth floor and the eleventh floor of the Building;

**"Building Common Parts"**

means all the structure (including supporting structures), exterior, roof, foundations and boundary structures of the Building, and all lavatories, fire escapes, plant rooms and equipment storage accommodation, goods lifts, staircases, service corridors, escalators, pavements, entrances, lobbies, passenger lifts, refuse storage and disposal facilities, tenant plant areas, plant, equipment and other features and facilities (both functional and decorative) not demised exclusively or intended to be demised exclusively to any tenant or used exclusively by any other occupiers of the Building and either available for use by

the Tenant in common with others and/or used by the Landlord in connection with the Building Services (but excluding any Estate Common Areas);

**"Building Service Charge"**

means a sum representing a fair proportion of the reasonable and proper costs reasonably and properly incurred by the Landlord in providing the Building Services but excluding any costs relating to the Excluded Items;

**"Building Service Charge Balance"**

means the shortfall, if any, between the Building Service Charge Estimate and the Building Service Charge;

**"Building Service Charge Certificate"**

means the statement to be certified by the Landlord's Surveyor or its properly qualified professional accountants of repute and containing a fair summary of (amongst other things) the Building Service Charge the Building Service Charge Estimate and the Building Service Charge Balance in respect of the relevant Building Service Charge Year;

**"Building Service Charge Estimate"**

means the amount which the Landlord or the Landlord's Surveyor or its accountants reasonably estimate will be the Building Service Charge in any Building Service Charge Year;

**"Building Service Charge Year"**

means the year from such date which the Landlord chooses from time to time provided that no Building Service Charge Year shall be for a period of less than 365 days;

**"Building Services"**

means the works, services, facilities and charges listed in **Schedule 1** of this Underlease;

**"Buildings"**

means Building 2, Building 3, Building 4, Building 5 and Building 6 on the Estate Plans and references to "Building" means any one of those Buildings or any other buildings which may replace them and "Building 2", "Building 3", "Building 4", "Building 5" and "Building 6" shall be construed accordingly;

**"Conducting Media"**

means gutters, pipes, wires, cables, sewers, ducts, drains, mains, channels, conduits, flues and any other medium for the reception transmission generation and/or storage of Utilities and (where appropriate) such substitute, altered or

additional gutters, pipes, wires, cables, sewers, ducts, drains, mains, channels, conduits, flues and other media;

**"Demise Plan"**

means the plan attached to this Underlease as **Appendix A**;

**"Electronic Communications Apparatus"**

has the meaning ascribed to it by the Communications Act 2003;

**"Estate"**

means the land and buildings bounded by New Fetter Lane, West Harding Street, Pemberton Row, East Harding Street, Printer Street and Bartlett Court, London EC4, which are, at the date of this Underlease, comprised in and demised to the Landlord by the Superior Lease as the same are shown edged by a red dash and dotted line on the Estate Plans and which expression includes any additional land which may be added to or removed from such area from time to time for the purpose of effecting minor boundary adjustments only;

**"Estate Common Areas"**

means all areas within and forming part of the Estate which are designed or intended for use by owners or occupiers of the Estate in common including the Estate Supporting Structures, Building 4, the vehicular and pedestrian ways, the Access Ramp, car park, basement showers and toilets, all service corridors and loading bays (including the Service Corridor and Loading Bay) courtyards, forecourts, landscaped areas, stairways, lavatories, refuse areas, fire escapes, the high voltage ring main serving the Estate, the Tenant Facilities and any other parts of the Estate not comprising part of the Buildings (other than Building 4);

**"Estate Plans"**

means plans numbered 0223GA(SP)055 Rev F and 0223GA(SP)056 Rev F annexed to this Underlease as **Appendix B**;

**"Estate Service Charge"**

means a sum representing a fair proportion of the reasonable and proper costs properly and reasonably incurred by the Landlord in providing or procuring the provision of the Estate Services including the items referred to in **Schedule 2** but excluding any costs relating to the Excluded Items;

**"Estate Service Charge Balance"**

means the shortfall, if any, between the Estate Service Charge Estimate and the Estate Service Charge;

**"Estate Service Charge Certificate"**

means the statement to be certified by the Landlord's Surveyor or its properly qualified professional accountants of repute and containing a fair summary of (amongst other things) the Estate Service Charge, the Estate Service Charge Estimate, and the Estate Service Charge Balance in respect of the relevant Estate Service Charge Year;

**"Estate Service Charge Estimate"**

means the amount which the Landlord or the Landlord's Surveyor or its accountants, reasonably estimate will be the Estate Service Charge in any Estate Service Charge Year;

**"Estate Service Charge Year"**

means the year from such date which the Landlord chooses from time to time provided that no Estate Service Charge Year shall be for a period of less than 365 days;

**"Estate Services"**

means the services for the benefit and the amenity of the Estate listed in Schedule 3 hereof;

**"Estate Supporting Structures"**

means the concrete slabs at both basement and ground floor levels of the Estate (not comprised within any of the Buildings save for Building 4) and all supporting structures (not comprised within any of the Buildings save for Building 4) above and below the surface of such concrete slabs including all foundations, rafts, piles, sheet piling, plinths, retaining walls, contiguous piles, pile caps, footings, columns, beams, shear walls, lift cores, stair cores, bracing, basement slab and other load-bearing structures (including transfer structure if requisite) which are below the surfaces of the concrete slabs (not comprised within any of the Buildings save for Building 4);

**"Excluded Items"**

means all of the following:

- (a) the capital cost of the initial construction including capital payments for the leasing of initial equipment of the Building and the Estate including its equipping and fitting out at the time of the original construction of the Estate;
- (b) promotional and publicity activity including (without limitation) advertising the Estate on radio television or in publications advertisements generally and staging exhibitions;
- (c) the cost of rent and or service charge collection rent review letting or reletting in respect of any parts of the Estate;

- (d) the cost of the replacement renewal or rebuilding of any item referred to in paragraph 1 of Schedule 1 and paragraph 1 of Schedule 3 to the extent such item was not beyond economic repair;
- (e) any works necessitated by the occurrence of an Insured Risk save as provided in paragraph 3 of Schedule 1;
- (f) any works necessitated by the occurrence of an Excluded Risk;
- (g) all costs relating to the enforcement of any covenants or obligations against any tenant or other occupier of the Estate;
- (h) any liability or expense for which the Tenant or other tenants or occupiers of the Estate may individually be responsible under the terms of the tenancy or other arrangement by which they use or occupy the Estate including for the avoidance of doubt, the cost of any application for consent to assign/sublet or alter that tenant's premises;
- (i) the costs of any Additional Services provided to any other tenants or occupiers of the Building;
- (j) the penalty element of any cost arising (but not the cost itself) as a consequence of any default of which the Landlord had knowledge or negligence by the Landlord in relation to its obligations in this Underlease in relation to the delivery of Building Services and/or Estate Services;
- (k) any costs properly attributable to unlet parts of the Building and the Estate; and
- (l) any costs arising due to the default omission or negligence of the Landlord its employees and other authorised by it in the supply of the Building Services and Estate Services;

**"Excluded Risks"**

means any risk against which the Landlord does not insure (or in respect of which there is a partial exclusion to the extent that the partial exclusion applies) because insurance cover for that risk is either not ordinarily available in the London insurance market, or is available subject to conditions which in the Landlord's reasonable opinion are commercially unacceptable provided always that "Excluded Risks" shall not include loss or damage (or the risk thereof) caused by reason of the act, default or omission of the Tenant, any authorised occupier of the Premises and/or their respective employees, licensees and contractors;

**"Fifth Floor Rent"**

means one million one hundred and ninety five thousand five hundred and twenty one pounds and twenty four pence (£1,195,521.24) per annum;

**"Full Reinstatement Cost"**

means the costs of completely rebuilding or reinstating the Building and the Tenant Facilities in the event of total destruction including the costs of demolition and site clearance, temporary works, obtaining all relevant consents, compliance

with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT;

**"Ground Floor Plan"**

means plan numbered 0223D(SP)101 annexed to this Underlease at **Appendix C**;

**"Group of Companies"**

means any company which complies with the criteria set out below:

- (a) any two companies shall be taken to be members of a group if one is the subsidiary or the holding company of the other or both are subsidiaries of a third company;
- (b) in determining whether any company is a subsidiary of another company the word subsidiary bears the meaning assigned to it by section 736 of the Companies Act 1985 as originally enacted; and
- (c) in determining whether any corporation (which shall be construed in accordance with section 740 of the Companies Act 1985 as originally enacted) is a subsidiary of another corporation or of a company or whether any company is a subsidiary of a corporation the word subsidiary bears the meaning assigned to it by section 736 of the Companies Act 1985 as originally enacted;

**"Guarantor"**

means any person who has entered into a guarantee or an authorised guarantee agreement pursuant to this Underlease;

**"Guarantor Replacement Event"**

means:

- (a) where the Guarantor is an individual death, bankruptcy, having a receiving order made against him or having a receiver appointed under the Mental Health Act 1993; and
- (b) where the Guarantor is a body corporate the passing of a resolution to wind up, entering into administration or liquidation, having a receiver or administrative receiver appointed or being struck off the register of companies;

**"Insurance Rent"**

means the proper cost to the Landlord of insuring the Premises (and "proper" shall for this purpose require the Landlord to apportion the insurance premium for the Building to take account of disproportionate allocations of risk due to the specific uses carried on by the tenants of the Building) against the Insured Risks for the Full Reinstate Cost and against public liability of the Landlord in connection with any matter relating to the Premises, its occupation or use, and the cost to the Landlord of insuring against loss of the Rent and the other sums referred to in

**clauses 3.3 and 3.4** (having regard to the provisions for the review of the Rent) for a period of five years;

**"Insured Risks"**

means smoke, fire, explosion, lightning, earthquake, landslip, subsidence and heave, flood, storm or tempest, bursting or overflowing of water tanks, pipes or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion, terrorism and malicious damage and such other risks as the Superior Landlord shall from time to time reasonably require and/or as the Landlord may from time to time reasonably determine, and/or (to the extent they can be effected solely in relation to the Premises) as the Tenant may from time to time reasonably require but to the extent that any risk is for the time being an Excluded Risk, it will not to that extent and for that time be an Insured Risk;

**"Interest Rate"**

means three per cent over the base rate from time to time of HSBC Bank plc, or if that rate is no longer published then three per cent above the rate of interest which the Landlord reasonably considers to be most closely comparable to minimum lending rates generally applicable in the United Kingdom from time to time;

**"Landlord"**

means the first party to this Underlease and its successors in title and persons entitled to the reversion immediately expectant on the termination of this Underlease;

**"Landlord's Surveyor"**

means a surveyor of at least 10 years' experience in central London commercial estates and who is appointed by the Landlord, who may be an individual, or a firm or company of chartered surveyors, or an employee of the Landlord or a company which is in the same Group of Companies as the Landlord;

**"Lettable Parts"**

means the parts of the Building constructed or adapted for letting but excluding the Premises;

**"Loading Bay"**

means that part of the Building edged (for the purpose of identification only) with a light blue broken line on the Ground Floor Plan;

**"Loading Bay Hatch"**

means the access hatch in the Loading Bay shown on the Ground Floor Plan marked "Basement Access Hatch";

**"Main Lease"**

means the lease of the ground, first, second, third, fourth and fifth floors of the Building dated today's date and made between (1) the Landlord and (2) the Tenant;

**"Office Hours"**

means 7 a.m. to 7 p.m. on Mondays to Fridays;

**"Permitted Use"**

means offices within Use Class B1 (a) and ancillary uses of the Town and Country Planning (Use Classes) Order 1987 (as at the date that Order first came into force);

**"Premises"**

means all those premises situate on the eighth floor of the Building shown coloured pink on the Demise Plans and comprising part of the Building including:

- (a) all internal surfacing materials and finishes on the walls, floors and ceilings of the premises and on the other structural parts of the Building within or bounding the premises;
  - (b) all doors (including those giving access to the premises from the Building Common Parts) within the premises;
  - (c) all glass in the exterior doors, window partitions and the like but not including any external cladding or the glass in any exterior windows;
  - (d) all landlord's plant, fixtures and fittings situated within the premises;
  - (e) one half severed vertically of any non-structural walls separating the premises from any adjoining premises;
  - (f) the entirety of any non-structural walls wholly within the premises or bounding the same (other than as specified in paragraph (e) above); and
  - (g) all Conducting Media within and exclusively serving the premises,
  - (h) the flooring down to (but excluding) the floor slabs but including (where relevant) any raised floor and floor jacks supporting the same and any void between the floor slab and the raised floor (but not any Conducting Media within such void unless exclusively serving such premises);
  - (i) the suspended ceiling and the entire thickness of the ceiling tiles and any demountable panels and the void between the ceiling tiles and the underside of the ceiling slab (but not any Conducting Media within such void unless exclusively serving such premises);
- but excluding:
- (j) the whole of the airspace and parts of the Building above and below the premises;

- (k) all load-bearing and exterior walls and the floors and ceilings within the premises (other than to the extent expressly included by virtue of paragraphs (a) – (i) above);
- (l) all structural parts (including supporting structures) of the Building and the Estate (including the Building Common Parts and the Estate Supporting Structures);
- (m) the exterior envelope of the Building (which for the avoidance of doubt shall include all window frames); and
- (n) any air conditioning and/or comfort cooling plant and equipment above and situated within and/or attached to the suspended ceiling;

**"Protected Retail Unit"**

means the Retail Unit hatched purple on the Retail Plan;

**"Regulations"**

means all reasonable regulations concerning the Estate Common Areas made by the Landlord in the interests of good estate management and notice of which shall have been given to the Tenant provided that (save in the case of the rights referred to at clauses 4.1.7 and 4.1.8) no regulation shall restrict hours of use whether directly or indirectly;

**"Rent"**

means one million one hundred and sixteen thousand five hundred and four pounds (£1,116,504) per annum as reviewed under this Underlease;

**"Rent Commencement Date"**

means 31 November 2010;

**"Rent Free Period"**

means the period from and including the date of this Underlease to and including the day before the Rent Commencement Date;

**"Rent Review Specification"**

means the rent review specification annexed as Appendix D;

**"Retail Plan"**

means the plan numbered 0223D(SP)119;

**"Retail Units"**

means the units used or intended to be used for retail use on the ground floor of the Building shown for the purposes of identification only hatched pink on plan 0223GA(SP)201;

**"Review Date"**

means each of the 29 September 2013, 29 September 2018 and 29 September 2023;

**"Service Accommodation"**

means Building 4;

**"Service Corridor"**

means the corridor area within the Building hatched yellow on the Ground Floor Plan;

**"Superior Lease"**

means a lease of the Estate dated 4 July 2007 and made between (1) The Wardens and Commonalty of the Mystery of Goldsmiths of the City of London (the "Superior Landlord" which expression shall include their successors in title to the reversion immediately expectant upon the term of the Superior Lease) and (2) The City of London Real Property Company Limited;

**"Taylor Wessing"**

means the firm of Taylor Wessing or:

- (a) any limited liability partnership under the style and name of "Taylor Wessing LLP" or similar which may be established as a successor to the business of solicitors carried on by the partners of Taylor Wessing at the date of this Underlease; or
- (b) any other partnership firm company or body corporate that shall succeed to take over or merge with the business of Taylor Wessing; or
- (c) any other successor from time to time of the business of solicitors carried on by the partners of Taylor Wessing;

**"Tenant"**

means the second party to this Underlease and its successors in title;

**"Tenant Facilities"**

means those parts of the Estate over or in respect of which the Tenant has been granted rights pursuant to clause 4.1;

**"Term"**

means a term of seventeen years and 97 days from the Term Commencement Date expiring on (and including) 31 August 2025 and the period of any continuation of the tenancy granted by this Underlease (subject to earlier determination);

**"Term Commencement Date"**

means 27 May 2008;

**"Title Matters"**

means the covenants and conditions contained in or referred to in the second schedule to the Superior Lease in so far as they relate to the Premises;

**"this Underlease"**

means this deed as varied or supplemented by any document which is supplemental to this deed;

**"Utilities"**

means electricity, gas, water, foul water and surface drainage, heating, ventilation and air-conditioning, smoke and fumes, signals, telecommunications, satellite and data communications and all other utilities of a similar nature;

**"VAT"**

means value added tax as defined by the Value Added Tax Act 1994.

**2. INTERPRETATION**

**2.1 In this Underlease:**

- 2.1.1 the table of contents and clause headings are for reference only and do not affect its construction;
- 2.1.2 the words "include" and "including" are deemed to be followed by the words "without limitation";
- 2.1.3 general words introduced by the word "other" do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters;
- 2.1.4 obligations owed by or to more than one person are owed by or to them jointly and severally; and
- 2.1.5 the singular includes the plural and vice versa.

**2.2 In this Underlease, unless otherwise specified:**

- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts, orders, regulations, consents, licences, notices and bye-laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body;

- 2.2.2 a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time;
- 2.2.3 a reference to a person includes an individual, body corporate, corporation, company, firm, partnership or government body or agency, whether or not legally capable of holding land; and
- 2.2.4 a reference to a clause or schedule or appendix is a reference to a clause or sub-clause of or schedule or appendix to this Underlease.
- 2.3 In this Underlease:
- 2.3.1 an obligation of the Landlord or the Tenant not to do something includes an obligation not to cause or allow that thing to be done;
- 2.3.2 a reference to any act or to any act or omission of the Landlord or the Tenant includes any act or any act or omission of any other person at the Premises with the Tenant's (or, as the case may be, the Landlord's) express or implied authority;
- 2.3.3 the rights of the Landlord or the Tenant under any clause are without prejudice to the rights of the Landlord or the Tenant under any other clause or supplemental document or other instrument entered into in connection with this Underlease;
- 2.3.4 the obligations of or restrictions on any party under any clause, supplemental document or other instrument entered into in connection with this Underlease, are without prejudice to the obligations of or restrictions on any other party under any other clause, supplemental document or other instrument entered into in connection with this Underlease;
- 2.3.5 a reference to the consent or approval of the Landlord means the prior consent in writing of the Landlord, and, where required, of the Superior Landlord pursuant to the Superior Lease;
- 2.3.6 references to the end of the Term are to the expiry or sooner determination of the Term howsoever determined and whether before, or at or after the end of the term of years granted by this Underlease;
- 2.3.7 where a sum is expressed to be payable on demand, it will become payable, unless otherwise specified, two weeks after the demand has been made;
- 2.3.8 references to a "fair proportion" of any sum are to the whole or a proportion of that sum which is fair and reasonable in the circumstances as properly and reasonably determined by the Landlord's Surveyor and such fair proportion is to be calculated primarily on a comparison at any relevant time that the floor area of the Premises bears to the aggregate floor area of the premises intended for letting within the Building or the Estate (as the case may be) but if such comparison is inappropriate having regard to the nature of any expenditure incurred at the premises benefited by the expenditure or otherwise the Landlord is at liberty in its reasonable discretion to adopt such other method of calculation as may be fair and reasonable in all the circumstances; and

- 2.3.9 unless otherwise specified, references to Building, the Estate, and/or the Premises include any part or parts of them.
- 2.4 Any sums payable by reference to a year or any other period shall be payable proportionately for any fraction of a year or other period (as appropriate). Building Service Charge or Estate Service Charge payable in respect of part of an accounting period shall be apportioned on a daily basis over the entirety of the relevant accounting period.
- 2.5 The Tenant shall, if and as required in writing by the Landlord:
- 2.5.1 pay all rents reserved by this Underlease by electronic transfer using Bankers' Automated Credit System (or similar system from time to time available); or
- 2.5.2 pay the Rent, and any VAT on the Rent, by bankers' standing order,

in either case to such bank account in the United Kingdom as is notified in writing by the Landlord to the Tenant. Otherwise, all sums payable by the Tenant under this Underlease must be paid in sterling through (or by cheque drawn on) a clearing bank in the United Kingdom.

### 3. GRANT AND TERM

The Landlord leases the Premises to the Tenant for the Term with full title guarantee subject to the Title Matters the Tenant paying the following sums, which are reserved as rent:

- 3.1 from the Rent Commencement Date the Rent;
- 3.2 from the Ancillary Rent Commencement Date the Insurance Rent;
- 3.3 from the Ancillary Rent Commencement Date the Building Service Charge Estimate and Building Service Charge Balance (in the manner provided in clause 10);
- 3.4 from the Ancillary Rent Commencement Date the Estate Service Charge Estimate and Estate Service Charge Balance (in the manner provided in clause 11);
- 3.5 any VAT payable on sums due under this Underlease; and
- 3.6 any interest due under this Underlease.

### 4. RIGHTS GRANTED

- 4.1 The Landlord grants the following rights to the Tenant any subtenant and all other authorised occupiers:
- 4.1.1 Right to park
- (a) The exclusive right to park not more than one motor vehicle in the one space designated for the Tenant's use and the exclusive right to park not more than 5 motorcycles in the 5 spaces designated for the Tenant's use and the exclusive right to park not more than 14 bicycles within that part of the Estate Common Areas in the basement designated by the Landlord for such purposes.

(b) The right to park not more than two motor vehicles in the shared disabled spaces within that part of the Estate Common Areas designated as such by the Landlord on the ground floor on a first come first served basis.

4.1.2 Rights of way – Service Corridor

The right to use the Service Corridor on foot with or without trolleys (approved by the Landlord as being of suitable size and suitable wheels/tyres) for the purpose of servicing the Premises.

4.1.3 Rights of way and use – Estate Common Areas

The right to use the Estate Common Areas at all times for the purpose for which they were designed and in particular to use the Access Ramp for access to and egress from the part of the Estate Common Areas in the basement designated as a car park by motor vehicles motorcycles and cycles only in accordance with any weight or height restrictions reasonably specified by the Landlord.

4.1.4 Access

The right of access to and exit from the Premises and to and from the telecoms room in the basement of the Building through such of the Building Common Parts and Estate Common Areas as the Landlord shall reasonably designate from time to time the Landlord taking all reasonably practicable steps to ensure that unrestricted pedestrian access is available through the main entrance and reception areas to the Building at all times.

4.1.5 Lavatories and showers

The right to use the lavatories, showers, locker space, changing facilities and accommodation where provided for common use in the Building.

4.1.6 Right of escape

The right of emergency escape from the Premises on foot only through any escape routes within the Building or the Estate designated by the Landlord from time to time the Landlord at all times procuring sufficient escape routes through the Building and over the Estate so that the Premises continually complies with all Acts relating to means of escape in case of fire.

4.1.7 Use of Loading Bay

The right in common with the Landlord and the other tenants and occupiers of the Building and of Building 6 and those authorised by any of them to use the Loading Bay for the purpose of receipt and despatch of goods.

4.1.8 Use of Loading Bay Hatch

The right (by prior appointment with the Landlord) to use the Loading Bay Hatch for the purpose of delivery of plant and equipment to the basement level of the Building subject to obtaining the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) to:

- (a) the hours of use of the Loading Bay Hatch; and

- (b) the nature of such plant and equipment
- (c) subject to there being no alternative practicable means of delivery of such plant and equipment and such delivery causing the minimum possible interference to the use of the Building Common Parts and Estate Common Areas.

4.1.9      Rights to use Conducting Media air and risers

- (a) The right to use the Conducting Media forming part of the Estate which serve, but do not form part of, the Premises and the right to the passage and running of Utilities through such Conducting Media.
- (b) The right to the free and uninterrupted passage of air from or through the Estate and/or the Estate Common Areas to and from such of the Premises as receive ventilation from or through the Estate and/or the Estate Common Areas.
- (c) The right to use and share such proportion of the IT, electrical and HEX risers within the Building which serve the Premises as reasonably designated by the Landlord.
- (d) The right to share such proportion of the telecom room within the Building as reasonably designated by the Landlord.
- (e) The right to install and use (within the riser within the Building designated by the Landlord) a kitchen extract duct of a dimension to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) subject to the Tenant regularly cleaning and maintaining such kitchen extract duct to the Landlord's reasonable satisfaction.

4.1.10      Rights of entry

- (a) The right for the Tenant and its agents and work people and any people authorised by the Tenant with such plant, machinery and equipment as may reasonably be required to enter parts of the Building Common Parts and the Estate Common Areas in order to carry out any repairs, alterations or additions to the Premises permitted by this Underlease or to perform the obligations of the Tenant under this Underlease, but only if those repairs, alterations or additions or performance of such obligations cannot reasonably be carried out without such entry, and subject to the Tenant complying with clause 4.3 and, in relation to any alterations or additions, with clause 13.5.
- (b) The right for the Tenant and its agents and work people and any people authorised by the Tenant with such plant, machinery and equipment as may reasonably be required to enter that part of the Service Corridor and any adjoining property at basement level within the Building (other than the transformer chambers) as may be necessary for access to the cable trench located therein in order to maintain or replace existing cables.
- (c) The right for the Tenant and its agents and work people and any people authorised by the Tenant with such plant, machinery and equipment as may reasonably be required to enter other lettable parts of the Building in order to access IT, electrical and HEX risers and the kitchen extract duct riser to carry out repairs alterations or additions to the Conducting Media used or to be used by the Tenant and to carry out works of inspection and cleaning to the kitchen extract

duct such entry to be subject to such reasonable regulations as the Landlord may reasonably impose.

4.1.11 Rights of support

The right of support and protection (if any) from such other parts of the Building, Estate and/or of the Estate Common Areas as also support the Premises.

4.1.12 Signage for the Tenant and any occupier

The right to display in the main reception of the Building and in the lift lobby giving access to the Premises signs stating the Tenant's and any other occupiers name and business or profession on obtaining prior written approval of the Landlord to the size style and position and the materials used such approval not to be unreasonably withheld.

4.1.13 Signage if Tenant of whole Building

If at any time the Tenant (here meaning Taylor Wessing only) is the Landlord's direct tenant of the whole Building (save for the Retail Units and the ground floor of the Building) the right to erect external signage subject to Landlord's prior written approval (such approval not to be unreasonably withheld or delayed) as to the size position style and content of such signage.

4.2 Limitations on rights granted

The rights granted by clause 4.1:

- 4.2.1 unless otherwise specified, are not granted to the Tenant exclusively, but are to be used in common with the Landlord, the Superior Landlord, and any other tenants and lawful occupiers of the Estate or any part of it and other persons authorised by them;
- 4.2.2 may be temporarily interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Conducting Media in connection with which the rights are exercised provided suitable alternative rights are made available at all times which are materially no less commodious or convenient and are of a similar standard and provided the interruption or variation is to the minimum extent reasonably practicable in the circumstances and that such works of maintenance repair alteration or replacement cannot reasonably be carried out at reasonable cost without effecting such interruption or variation; and
- 4.2.3 in the case of the right of escape referred to at clause 4.1.6 may be permanently varied or diverted provided suitable and compliant alternative rights are made available at all times.

4.3 Conditions as to rights granted

- 4.3.1 The rights granted by clauses 4.1.1 to 4.1.10 are granted subject to the condition that the Landlord may where necessary in the interests of good estate management and by reasonable prior notice in writing to the Tenant vary the route or routes of such easements or substitute new facilities for those over which the Tenant may exercise rights provided that uninterrupted access to and from the Premises and the use of

Conducting Media is maintained at all times and the Tenant's use and enjoyment of the Premises and these rights are not interrupted or materially adversely affected.

- 4.3.2 The rights granted by **clauses** 4.1.10 and 4.1.10 are granted on the conditions that:
- (a) they are exercised in a manner which causes as little inconvenience as reasonably practicable to the Landlord or the occupiers of the other property;
  - (b) the person exercising that right shall promptly make good any physical damage caused to that other property and to any items belonging to the Landlord, the tenant or the occupier of the other property which are at the other property but shall not be under any obligation to make any other compensation to the Landlord the tenant or occupier of such other property;
  - (c) the person exercising that right shall comply with all reasonable conditions imposed by the Landlord or owner or occupier of the relevant other property; and
  - (d) they may only be exercised after giving reasonable prior notice to the occupier of the relevant other property and the Landlord (save in the case of the exercise of the right granted by **clause** 4.1.10 in the case of emergency),

and the Tenant shall ensure that the person exercising that right complies with the terms of this **clause** 4.3.

- 4.3.3 The rights granted by **clauses** 4.1.1 – 4.1.5, 4.1.6 and 4.1.9 (c), (d) and (e) shall be exercised in compliance with any Regulations which may affect any of such rights.
- 4.3.4 The rights granted by **clauses** 4.1.1 – 4.1.4 and 4.1.7 – 4.1.8 may be temporarily interrupted outside normal working hours of the Buildings and over weekends if it is necessary to use the Loading Bay Hatch for the purpose of delivery of plant or equipment through such hatch.

#### 4.4 No other rights granted

- 4.4.1 Nothing contained or referred to in this Underlease will confer on, or grant to, the Tenant any right, easement or privilege other than those which are set out in **clause** 4.1, and section 62 of the Law of Property Act 1925 will not apply to this Underlease.
- 4.4.2 Nothing contained or referred to in this Underlease entitles the Tenant to the benefit of, or the right to enforce, or to prevent the release or modification of, any agreement entered into by any other tenant or occupier with the Landlord.

### 5. RIGHTS RESERVED AND REGRANTED

- 5.1 There are reserved from this Underlease and regranted to the Landlord by the Tenant the following rights:
- 5.1.1 Rights to use Conducting Media and for air
- (a) The right to the passage and running from and to the remainder of the Building and/or the Estate of Utilities through such Conducting Media as are now or at any time may be on, through or over or under the Premises.

- (b) The right to install, clean, inspect, connect into, repair and replace any Conducting Media on, under or over the Premises, but which do not form part of the Premises, and to construct Conducting Media on, over or under the remainder of the Building and/or the Estate.

5.1.2 Rights of entry

- (a) The right for the Landlord and all persons authorised in writing by the Landlord to enter the Premises for so long as is necessary with such plant, machinery and equipment as may reasonably be required for the purposes of:
- (i) Inspecting, maintaining, repairing, amending, cleaning and altering the remainder of the Building and/or the Estate Common Areas;
  - (ii) maintaining, repairing, amending, renewing, cleaning, laying or connecting into any Conducting Media as serve or are capable of serving the remainder of the Building and/or the Estate Common Areas, and/or any other Conducting Media exclusively serving the remainder of the Building and/or the Estate Common Areas and are in each case on, through or over or under the Premises;
  - (iii) carrying out any Building Services or Estate Services; and
  - (iv) accessing risers to carry out repairs, alterations, or additions to such risers or the Conducting Media within or to be within the risers such entry being subject to such reasonable regulations as the Tenant may reasonably impose,

provided always that such rights of entry shall only be exercised if the purposes referred to above cannot reasonably be carried out without such entry.

- (b) The right for the Landlord to enter the Premises to exercise any other right reserved and regranted to the Landlord by this Underlease or for any other reasonable purpose connected with this Underlease or with the Landlord's interest in the Premises, the remainder of the Building and/or the Estate.
- (c) The right for the Landlord to enter the Premises:
- (i) to view the state and condition of the Premises, to undertake surveys of the Premises and to prepare schedules of condition or of dilapidations at the Premises;
  - (ii) to determine whether the Tenant is complying with its obligations in this Underlease and to remedy any breach of those obligations;
  - (iii) to show prospective purchasers of any interest in the Landlord's reversion or, in the last six months of the Term, to show prospective tenants over the Premises;
  - (iv) in connection with any requirements of the insurers of the Premises; and
  - (v) to comply with the Superior Lease or any mortgage.

5.1.3 Rights of support and supporting structures

The right of support and protection from the Premises for the remainder of the Building and/or the Estate.

#### **5.1.4      Rights to build**

The right (and to permit others) to build, demolish, alter, redevelop or carry out works (including to place scaffolding upon the exterior of the Building provided the scaffolding is only erected if there is no other reasonable and cost effective means of achieving such works without the erection of such scaffolding and such scaffolding causes as little interference as reasonably possible to access to and from the Premises and is removed as soon as reasonably possible) on or to any adjoining or nearby property of the Landlord or to raise the height of the Buildings (but not the Building itself save where there has been damage or destruction to the Building such that the Building is to be rebuilt) even if such building or works lessen the access of light or air to the Premises or causes any nuisance or damage to the Tenant.

#### **5.1.5      Common parts redevelopment**

- (a) The right, in emergency or when works are being carried out to them, to close off or divert any of the Building, Building Common Parts and/or the Estate Common Areas.
- (b) The right to stop-up or divert any Conducting Media or any of the Building Common Parts and/or any of the Estate Common Areas

subject in both cases to a reasonable alternative being made available and subject to the Landlord considering the Tenant's reasonable representations in relation to any such proposed works.

#### **5.2      Conditions as to rights reserved**

The rights reserved by clauses 5.1.2 and 5.1.4 are subject to the condition that, except in cases of emergency (when no notice will be required), the rights may only be exercised after the person exercising such right has given reasonable prior written notice to the Tenant and all other lawful occupiers and on condition that:

- 5.2.1      they are exercised in a manner which causes as little inconvenience as reasonably practicable to the occupier of the Premises;
- 5.2.2      the person exercising those rights shall immediately make good any physical damage caused to the Premises and to the fixtures and fittings of any tenant and lawful occupiers but shall not be under any obligation to make any other compensation to the Tenant or other occupier of the Premises; and
- 5.2.3      the person exercising those rights shall comply with all reasonable conditions imposed by the Tenant or other lawful occupier at the time of such entry,

and the Landlord shall ensure that the person exercising that right complies with the terms of this clause 5.2.

#### **5.3      Basis of rights reserved**

- 5.3.1      The rights reserved and regranted by this Underlease are reserved and regranted to the Landlord and the Superior Landlord or mortgagee, and may be exercised by anyone authorised by the Landlord or the Superior Landlord.

- 5.3.2 Subject to compliance with **clause 5.2**, the Tenant shall allow any person who has the right, to enter the Premises.

## 6. THIRD PARTY RIGHTS OVER THE PREMISES

- 6.1 There are excepted from this Underlease and this Underlease is granted subject to:
- 6.1.1 all existing rights easements and quasi easements which belong to other property, or are enjoyed by other property over the Premises or any land or Conducting Media over which rights are granted by the Landlord to the Tenant by this Underlease; and
- 6.1.2 the matters contained or referred to in the Title Matters.
- 6.2 The Tenant shall comply with the matters contained or referred to in **clause 6.1** so far as they relate to the Premises and are capable of being enforced and the rights granted by this Underlease.
- 6.3 **No rights to be acquired or granted**
- The Tenant shall:
- 6.3.1 not permit any third party to acquire any right over the Premises or to encroach upon the Premises and on becoming aware of any such acquisition or encroachment shall give the Landlord prompt written notice of any attempt to do this;
- 6.3.2 take any steps which the Landlord may reasonably require at the cost of the Landlord to prevent the acquisition of any right over or encroachment on the Premises; and
- 6.3.3 not block or obstruct any window or ventilator at the Premises.

## 7. PAYMENT OF RENTS

- 7.1 The Tenant agrees with the Landlord to pay the rents reserved by **clause 3** (other than Insurance Rent the Building Service Charge Balance the Estate Service Charge Balance and interest) in four equal instalments in advance on the usual quarter days, and to pay the Insurance Rent within four weeks of receipt of written demand and to pay interest in accordance with **clause 9.6** all such payments to be made without deduction or set off (whether legal or equitable).
- 7.2 The first instalment of the Rent, and any VAT due on it is to be made on the Rent Commencement Date and is to be a proportionate amount for the period from and including the Rent Commencement Date until (but excluding) the next quarter day.
- 7.3 The first instalment of the Insurance Rent the Building Service Charge Estimate and the Estate Service Charge Estimate and any VAT due on them are to be made on the Ancillary Rent Commencement Date and in the case of the Building Service Charge Estimate and the Estate Service Charge Estimate is to be a proportionate amount for the period from and including the Rent Commencement Date until (but excluding) the next quarter day.

## 8. RENT REVIEW

### 8.1 Open Market Rent

#### "Open Market Rent"

means the annual rent at which the Premises could reasonably be expected to be let as a whole at the relevant Review Date in the open market:

- (a) without a fine or premium;
- (b) by a willing landlord to a willing tenant;
- (c) which would be payable after the expiry of a rent free or reduced rent period (if any) of such length as would be negotiated in the open market between the willing landlord and the willing tenant at the relevant Review Date (or capital payment in lieu thereof) in respect of the time reasonably required for the fitting out works which would be carried out by the willing tenant;
- (d) under a lease commencing on and including the relevant Review Date and equal in length to the unexpired residue of the term of years granted by this Underlease commencing at the relevant Review Date or 10 years commencing at the relevant Review Date, whichever is the longer and with upward only rent reviews at every fifth anniversary of the relevant Review Date; and
- (e) otherwise on the same terms as this Underlease (including the rights granted (as varied by assumption (p) below)) except as to the amount of the Rent but including these provisions for rent review;

assuming that:

- (f) the Premises are available to be let as a whole with vacant possession;
- (g) the Premises and any land or Conducting Media over which any rights granted by this Underlease are to be exercised are in good and substantial repair and condition and if the Building has been damaged or destroyed that it has been fully reinstated to the Rent Review Specification;
- (h) the Premises and the Building were constructed fitted out equipped and completed at the expense of the Landlord to the specification described in the Rent Review Specification;
- (i) the Premises are fit for and are ready for immediate fitting out and subsequent occupation and use by the willing tenant;
- (j) if the Landlord has received notice of a breach of an obligation on its part in this Underlease which has not been remedied at the relevant Review Date and the Landlord has taken reasonable steps to remedy it, with due diligence or continues diligently so to do (save as to the extent the Landlord has been in persistent breach of its obligations in this Underlease), the Landlord has fully complied with such obligation;
- (k) the Tenant has fully complied with its obligations in this Underlease;

- (l) no work has been carried out on the Premises by the Tenant or any undertenant or their predecessors in title, before or during the Term, which would lessen the rental value of the Premises;
- (m) the Premises can, in their assumed state, be lawfully used by the willing tenant for the Permitted Use and for any other purpose to which the Landlord has, at the request of the Tenant, given its consent;
- (n) any consents or licences current or required for the Premises to be used for the Permitted Use at the relevant Review Date are available to the willing tenant;
- (o) the Premises complies with all the then current statutory and regulatory requirements;
- (p) the hypothetical lease has the benefit of similar rights as to those granted at clauses 4.1.6 and 4.1.7 of the Main Lease for the use of appropriate proportions of the available tenant plant area and the available satellite equipment area within the Building such proportions being calculated by reference to the floor area of the Premises compared to the floor area of the Building; and
- (q) the Atrium Corridor does not form part of the premises demised to the Tenant for the purposes of calculating the Open Market Rent;  
but disregarding any effect on rent of:
- (r) any occupation of the Premises by the Tenant or any authorised undertenant or other authorised occupier;
- (s) any goodwill attached to the Premises by reason of the Tenant or any authorised undertenant or other authorised occupier carrying on any business at the Premises;
- (t) any improvements (including improvements which form part of the Premises at the relevant Review Date) carried out by the Tenant or any authorised undertenant, other authorised occupier or their respective predecessors in title, before or during the Term, with the consent (if required) of the Landlord, at the cost of the Tenant authorised undertenant, or other authorised occupier and not carried out:
  - (i) pursuant to an obligation owed by the Tenant or authorised undertenant; or
  - (ii) at the cost of the Landlord or its predecessors in title;
- (u) any legislation which imposes a restraint upon agreeing or receiving an increase in the Rent; and
- (v) any effect on rent of the occupation of the Tenant of the remainder of the Building or of any part of the Estate.

## 8.2 Determination of revised Rent

### 8.2.1 The Rent will be reviewed at each Review Date to the higher of:

- (a) the Rent reserved immediately before the relevant Review Date; and

- (b) the Open Market Rent at the relevant Review Date.
- 8.2.2 If the Landlord and the Tenant have not agreed the Open Market Rent three months before the relevant Review Date, either may require it to be determined by a "Surveyor", who shall be an independent chartered surveyor with not less than 10 years' experience as a partner or director and with not less than 15 years' experience in assessing rental values of offices in the City of London/London Midtown markets appointed jointly by the Landlord and the Tenant or, if they do not agree on the identity of such Surveyor, by the President of the Royal Institution of Chartered Surveyors (or any other officer from time to time authorised to carry out that function) on the application of either the Landlord or the Tenant in accordance with this Underlease.
- 8.2.3 The Landlord and the Tenant may agree the level of the Open Market Rent at any time before the Surveyor has determined it.
- 8.2.4 The Surveyor will act as an arbitrator in accordance with the Arbitration Act 1996.
- 8.2.5 If the Surveyor dies, or gives up the appointment, or fails to act in accordance with this clause 8, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.
- 8.2.6 The costs of appointment and fees of the Surveyor shall be paid in such proportions as the Surveyor directs, or if no such direction is made, then equally by the Landlord and the Tenant.
- 8.3 General
- 8.3.1 If the revised Rent has not been agreed or determined before the relevant Review Date, then the Rent shall continue to be payable at the rate payable immediately before the relevant Review Date and on the quarter day after the revised Rent has been agreed or determined the shortfall, if any, between the Rent paid and the revised Rent for the period from the relevant Review Date until that quarter day will become due together with interest on that shortfall at base rate from time to time of HSBC Bank plc from the date or dates on which such shortfall became due.
- 8.3.2 If there is any legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent in accordance with this clause, or to receive any increase in the Rent following a review, then the date on which the legislation is repealed or amended to allow a review of or increase in the Rent, will be a further Review Date and the Landlord will be entitled to require a review of the Rent in accordance with this clause provided that this clause 8.3.2 shall not thereby allow the Landlord to operate more than one full open market rent review in aggregate for each review period as provided for in this Underlease.
- 8.3.3 Following the agreement of the revised Rent after each rent review, the Landlord, the Tenant and any Guarantor shall sign a memorandum recording the revised level of the Rent.
- 8.3.4 Time will not be of the essence in relation to this clause.

## **9. OTHER FINANCIAL MATTERS**

### **9.1 Utilities**

The Tenant shall pay all charges, including connection and hire charges, relating to the supply of Utilities exclusively to the Premises and will comply with all present or future requirements and recommendations of the suppliers of Utilities to the Premises.

### **9.2 Rates and taxes**

The Tenant shall pay all present and future rates, duties and assessments of any nature charged on or payable in respect of the Premises whether payable by the landlord, owner, occupier or tenant of the Premises and whether of a capital or income, recurring or non-recurring nature (except any tax imposed on the Landlord in respect of the grant of this Underlease or the receipt of rents reserved by this Underlease or any dealing with or disposition of the Landlord's interest in the reversion to this Underlease).

### **9.3 Payments relating to the Premises and other property**

Where any of the charges payable under clause 9.1 or 9.2 relate to other property as well as the Premises, the amount to be paid by the Tenant will be a fair proportion of the whole of the amount charged or payable.

### **9.4 Landlord's costs**

The Tenant shall pay to the Landlord, on demand, the fees, costs and expenses reasonably and properly charged, incurred or payable by the Landlord, and its advisors or bailiffs in connection with:

- 9.4.1 any steps taken in proper contemplation of, or in relation to, any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);
- 9.4.2 preparing and serving schedules of dilapidations at any time during the last 12 months of the Term (or within six months after the end of the Term in respect of dilapidations arising during the Term) and supervising any works undertaken to remedy such dilapidations;
- 9.4.3 recovering (or attempting to recover) any arrears of Rent or other sums due to the Landlord under this Underlease, including the costs of preparing and serving any notice under section 17 of the Landlord and Tenant (Covenants) Act 1995 and any costs associated with the Landlord's remedies of distress or execution;
- 9.4.4 any investigations or reports reasonably and properly carried out to determine the nature and extent of any breach by the Tenant of its obligations in the Underlease;
- 9.4.5 any proper steps taken to procure that a breach by the Tenant of its obligations under this Underlease is remedied; and
- 9.4.6 any application for a consent of the Landlord (including the preparation of any documents) which is needed by virtue of this Underlease (whether or not such consent is

granted (provided consent is not shown by a court of competent jurisdiction to have been unlawfully refused) and whether or not the application is withdrawn).

#### 9.5 VAT

- 9.5.1 Where any party is to pay the other party for any supply made to another party, the payor shall also pay any VAT which may be payable in connection with that supply.
- 9.5.2 Where any party is to pay another party for the costs of any supplies made by the other party, the payor shall also pay any VAT payable in connection with that supply, except to the extent that other party is able to obtain a credit for the VAT from HM Revenue & Customs.

#### 9.6 Interest

- 9.6.1 If the Rent is not paid to the Landlord on the due date for payment or if any other sum (excluding interest) payable under this Underlease is not paid to the Landlord within seven days of the due date for payment, or if the Landlord refuses to accept any Rent or other such sum when the Tenant is in breach of any of its obligations in this Underlease, the Tenant shall pay interest to the Landlord on such sum at the Interest Rate for the period from and including the due date until payment (both before and after any judgment) or until payment is accepted or ought reasonably to have been accepted by the Landlord (as the case may be).
- 9.6.2 Interest under this Underlease will accrue on a daily basis, and will be payable within 14 days of demand.

### 10. BUILDING SERVICE CHARGE

#### 10.1 Landlord's obligations

- 10.1.1 The Landlord shall produce the Building Service Charge Certificate to the Tenant as soon as practicable after the end of the Building Service Charge Year and in any event within six months after the end of the relevant Building Service Charge Year.
- 10.1.2 The Landlord will provide the Building Services in accordance with the principles of good estate management.
- 10.1.3 The Landlord shall be entitled to appoint such persons or bodies to act as consultants, advisers and agents and enter into such contracts in relation to the provision of the Building Services as the Landlord shall from time to time reasonably consider appropriate.
- 10.1.4 The Landlord shall have no liability for any temporary failure or interruption of any of the Building Services:
  - (a) by reason of damage or destruction;
  - (b) by reason of extreme adverse weather conditions, war, hostilities, labour disputes, lock-outs, strikes and other industrial disputes;
  - (c) during the inspection, maintenance, repair or replacement of any relevant Conducting Media or equipment where it is not reasonably practicable to effect

- such inspection, maintenance, repair or replacement without such failure or interruption;
- (d) resulting from the non-availability or shortage of fuel, water, materials or labour other than as a result of an act or omission on the part of the Landlord or its employees or agents or invitees; and
- (e) resulting from a breakdown of any plant, machinery or equipment used in connection with the provision of the Building Services provided such breakdown has not been caused by a negligent act or omission by the Landlord or its employees or agents,

or for any other reason beyond the reasonable control of the Landlord provided always that the Landlord shall take all reasonably practicable steps to restore the relevant Building Service(s) as soon as possible.

- 10.1.5 The Landlord shall have the right to suspend or discontinue the provision of, or add to, or modify any of the Building Services if such shall be reasonable in all the circumstances and in the interests of good estate management.
- 10.1.6 The Landlord shall on reasonable request and at the Tenant's cost permit the Tenant to inspect any invoices and receipts for the Building Services as long as the Tenant has given the Landlord reasonable written notice.

## 10.2 Tenant's obligations

- 10.2.1 The Tenant shall pay the Building Service Charge Estimate, and any VAT on it as provided in clause 7.3 (*Payment of Rents*).
- 10.2.2 If the Ancillary Rent Commencement Date does not coincide with the beginning of a Building Service Charge Year, the Building Service Charge due from the Tenant will be reduced by the proportion which the part of that Building Service Charge Year which is before the Ancillary Rent Commencement Date bears to one year, and the Building Service Charge Estimate for that part of that Building Service Charge Year will be adjusted accordingly.
- 10.2.3 If the end of the Term does not coincide with the end of an Building Service Charge Year, the Building Service Charge due from the Tenant for the part of that Building Service Charge Year which is within the Term will be reduced by the proportion which the part of that Building Service Charge Year which is after the end of the Term bears to one year.
- 10.2.4 It is agreed that the end of the Term (for whatever reason) shall not prejudice the Landlord's entitlement to demand nor the Tenant's liability to pay the Building Service Charge Balance for the Building Service Charge Year then current, apportioned in accordance with clause 10.2.3.
- 10.2.5 The Tenant shall pay the Building Service Charge Balance within three weeks of receipt of the Building Service Charge Certificate and accompanying VAT invoice.

### **10.3 Estimating and revising the Building Service Charge**

- 10.3.1 The Landlord shall give the Tenant a statement of the Building Service Charge Estimate for each Building Service Charge Year as soon as practicable (and so far as possible prior to the beginning of the relevant Building Service Charge Year) but in any event within three months of the commencement of the relevant Building Service Charge Year. Until the statement has been given, the Building Service Charge Estimate shall be payable at the rate of the Building Service Charge Estimate for the previous Building Service Charge Year. Once the statement has been given, the remaining instalments of the Building Service Charge Estimate and any VAT on them will be adjusted so as to provide for payment of the whole Building Service Charge Estimate for that Building Service Charge Year to be paid during that year.
- 10.3.2 If, during a Building Service Charge Year, the Landlord reasonably expects the cost of the Building Services to increase materially above its previous estimate of the cost of the Building Services for that Building Service Charge Year (and the cost of such Building Services was not capable of being reasonably anticipated prior to delivery of the initial Building Service Charge Estimate), the Landlord may revise its estimate of those costs and the Building Service Charge Estimate will be based on that revised estimate and the remaining instalments of the Building Service Charge Estimate adjusted so that the revised Building Service Charge Estimate will have been paid by the end of that Building Service Charge Year. The Landlord may not revise the Building Service Charge Estimate more than once in a Building Service Charge Year.

### **10.4 General provisions**

The Building Service Charge for the Building Service Charge Year in which the beginning of the Term falls may include costs incurred by or provided for or on behalf of the Landlord before the beginning of the Term so far as they relate to Building Services which are to be provided during the Term.

## **11. ESTATE SERVICE CHARGE**

### **11.1 Landlord's obligations**

- 11.1.1 The Landlord shall produce the Estate Service Charge Certificate to the Tenant as soon as practicable after the end of the Estate Service Charge Year and in any event within six months after the end of the relevant Estate Service Charge Year.
- 11.1.2 The Landlord will provide the Estate Services in accordance with the principles of good estate management.
- 11.1.3 The Landlord shall be entitled to appoint such persons or bodies to act as consultants, advisers and agents and enter into such contracts in relation to the provision of the Estate Services as the Landlord shall from time to time reasonably consider appropriate.
- 11.1.4 The Landlord shall have no liability for any temporary failure or interruption of any of the Estate Services:
- (a) by reason of damage or destruction;

- (b) by reason of extreme adverse weather conditions, war, hostilities, labour disputes, lock-outs, strikes and other industrial disputes;
  - (c) during the inspection, maintenance, repair or replacement of any relevant Conducting Media or equipment where it is not reasonably practicable to effect such inspection, maintenance, repair or replacement without such failure or interruption;
  - (d) resulting from the non-availability or shortage of fuel, water, materials or labour other than as a result of an act or omission on the part of the Landlord or its employees or agents or invitees; and
  - (e) resulting from a breakdown of any plant, machinery or equipment used in connection with the provision of the Estate Services provided such breakdown has not been caused by a negligent act or omission by the Landlord or its employees or agents,
- or for any other reason beyond the reasonable control of the Landlord provided always that the Landlord shall take all reasonably practicable steps to restore the relevant Estate Service as soon as possible.

11.1.5 The Landlord shall have the right to suspend or discontinue the provision of, or add to, or modify any of the Estate Services if such shall be reasonable in all the circumstances and in the interests of good estate management.

11.1.6 The Landlord shall on reasonable request and at the Tenant's cost permit the Tenant to inspect any invoices and receipts for the Estate Services as long as the Tenant has given the Landlord reasonable written notice.

## 11.2 Tenant's obligations

11.2.1 The Tenant shall pay the Estate Service Charge Estimate, and any VAT on it as provided in clause 7.3.

11.2.2 If the Ancillary Rent Commencement Date does not coincide with the beginning of an Estate Service Charge Year, the Estate Service Charge due from the Tenant will be reduced by the proportion which the part of that Estate Service Charge Year which is before the Ancillary Rent Commencement Date bears to one year, and the Estate Service Charge Estimate for that part of that Estate Service Charge Year will be adjusted accordingly.

11.2.3 If the end of the Term does not coincide with the end of an Estate Service Charge Year, the Estate Service Charge due from the Tenant for the part of that Estate Service Charge Year which is within the Term will be reduced by the proportion which the part of that Estate Service Charge Year which is after the end of the Term bears to one year.

11.2.4 It is hereby agreed that the end of the Term (for whatever reason) shall not prejudice the Landlord's entitlement to demand nor the Tenant's liability to pay the Estate Service Charge Balance for the Estate Service Charge Year then current, apportioned in accordance with clause 11.2.3.

11.2.5 The Tenant shall pay the Estate Service Charge Balance within three weeks of receipt of the Estate Service Charge Certificate and accompanying VAT invoice.

### **11.3 Estimating and revising the Estate Service Charge**

- 11.3.1 The Landlord shall give the Tenant a statement of the Estate Service Charge Estimate for each Estate Service Charge Year as soon as practicable (and so far as possible prior to the beginning of the relevant Estate Service Charge Year) but in any event within three months of the commencement of the relevant Estate Service Charge Year. Until the statement has been given, the Estate Service Charge Estimate shall be payable at the rate of the Estate Service Charge Estimate for the previous Estate Service Charge Year. Once the statement has been given, the remaining instalments of the Estate Service Charge Estimate and any VAT on them will be adjusted so as to provide for payment of the whole Estate Service Charge Estimate for that Estate Service Charge Year to be paid during that year.
- 11.3.2 If, during an Estate Service Charge Year, the Landlord reasonably expects the cost of the Estate Services to increase materially above its previous estimate of the cost of the Estate Services for that Estate Service Charge Year (and the cost of such Estate Services was not capable of being reasonably anticipated prior to delivery of the initial Estate Service Charge Estimate), the Landlord may revise its estimate of those costs and the Estate Service Charge Estimate will be based on that revised estimate and the remaining instalments of the Estate Service Charge Estimate adjusted so that the revised Estate Service Charge Estimate will have been paid by the end of that Estate Service Charge Year. The Landlord may not revise the Estate Service Charge Estimate more than once in an Estate Service Charge Year.

### **11.4 General provisions**

The Estate Service Charge for the Estate Service Charge Year in which the beginning of the Term falls may include costs incurred by or provided for or on behalf of the Landlord before the beginning of the Term so far as they relate to Estate Services which are to be provided during the Term.

## **12. INSURANCE**

### **12.1 Landlord's obligations relating to insurance**

- 12.1.1 The Landlord shall insure the Building and the Tenant Facilities, other than any part of the Premises installed by the Tenant or any other occupier against the Insured Risks, through a reputable agency chosen by the Landlord and subject to any exclusions, excesses and conditions as may be usual in the insurance market at the time or required by the insurers for the Full Reinstatement Cost.
- 12.1.2 The Landlord shall, at the request of the Tenant (but not more than twice annually), and at other times if requested in writing by the Tenant (on payment of a reasonable fee if such requests are made more than twice annually), produce details of the terms of the current insurance policy and evidence of the payment of the current premium.

- 12.1.3 In relation to the policy or policies of insurance effected under clause 12.1.1, above the Landlord shall procure that:
- (a) it shall produce to the Tenant as soon as reasonably practical following written confirmation from the insurers (where and to the extent they are agreeable to doing so the Landlord taking all reasonably practicable steps to achieve such waiver) that they have agreed to waive all rights of subrogation against the Tenant and any undertenants.
  - (b) such policy or policies contain a non-validation clause to the effect that the same shall not be invalidated by any act or omission or by any alteration which increases the risk of damage without the authority and knowledge of or beyond the control of the Landlord subject to such provision regarding the giving of notice and the payment of any additional premium as to the policy or policies may provide for.
  - (c) it shall notify the Tenant within 14 days of becoming aware of any material changes to the terms and conditions of such insurance policy or policies.
  - (d) the interest of the Tenant (and provided the Landlord has received notice of them together with all the relevant details any undertenant or any mortgagee of the Tenant or undertenant) is noted on the Landlord's insurance policy or policies by way of specific or general endorsement.

## 12.2 **Reinstatement**

If the Building and/or the Tenant Facilities are damaged or destroyed by an Insured Risk so as to render the Premises unfit for occupation and inaccessible then:

- 12.2.1 unless payment of any insurance moneys is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 12.3.5; and
- 12.2.2 subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available (which the Landlord shall take all reasonably practical steps to obtain),

the Landlord shall as soon as reasonably possible use the insurance moneys it receives, except moneys received for loss of rent, in repairing and reinstating the Building and the Tenant Facilities (other than any part which the Landlord is not obliged to insure) or in building a reasonably comparable Building and/or Tenant's Facilities as soon as reasonably possible provided (subject to any Act) that the premises provided are no less commodious and do not differ materially in size to the premises provided at the date hereof and the Landlord shall make good any shortfall in the insurance moneys from the Landlord's own resources. The Landlord shall notify the Tenant of the Landlord's programme and proposals and shall keep the Tenant updated as to any material changes thereto and in the event of material damage or destruction to the Building the Landlord shall take all reasonably practicable steps to obtain collateral warranties in favour of the Tenant from the building contractor and professional team and any design sub-contractor employed/engaged by the Landlord and/or the building contractor provided always that for the purposes of this clause 12.2 the Landlord shall only be obliged to reinstate the Lettable Parts of the Building to shell and core condition.

### **12.3 Tenant's obligations relating to insurance**

The Tenant shall:

- 12.3.1 pay the Insurance Rent in accordance with this Underlease;
- 12.3.2 pay within three weeks of receipt of written demand the reasonable costs incurred or payable by the Landlord in connection with the Landlord obtaining any valuation of the Premises for insurance purposes, as long as such valuation is made at least two years after any previous such valuation;
- 12.3.3 comply with the proper requirements of the insurers relating to the Premises the Building and the Tenant Facilities and not do or omit to do anything which may make any insurance of the Premises the Building or the Estate Common Areas void or voidable, or which would result in an increase in the premiums for such insurance (unless in the case of an increase the Tenant agrees to bear the whole of the cost of such increase);
- 12.3.4 give the Landlord notice as soon as reasonably possible upon becoming aware of any damage to or destruction of the Premises;
- 12.3.5 pay the Landlord within three weeks of receipt of written demand an amount equal to any amount which the insurers refuse to pay (provided such amount has been incurred or is about to be incurred by the Landlord in reinstatement), following damage or destruction by an Insured Risk to any part of the Premises the Building or the Tenant Facilities to the extent due to any act or omission of the Tenant and the amount of or a proportion of any excess required by the insurers in connection with that damage or destruction to the extent such excess is payable due to any act or omission of the Tenant;
- 12.3.6 not take out any insurance of the Premises or the Tenant Facilities against the Insured Risks in its own name, and if the Tenant has the benefit of any such insurance, the Tenant shall hold all money receivable under that insurance upon trust for the Landlord; and
- 12.3.7 if reasonably requested by (and at the cost of) the Landlord remove its fixtures and effects from the Premises and the Tenant Facilities to allow the Landlord to repair or reinstate the Premises following damage or destruction by an Insured Risk.

### **12.4 Suspension of rent**

- 12.4.1 If the Building or the Tenant Facilities or any part which the Landlord is obliged to insure are damaged or destroyed by an Insured Risk so as to make the Premises or the Tenant Facilities or any part which the Landlord is obliged to insure unfit for occupation or use or inaccessible the Rent, Building Service Charge and the Estate Service Charge (or a due proportion of these determined by the Landlord acting reasonably according to the nature and extent of the damage) will be suspended from the date of damage or destruction until the Premises and the Tenant Facilities, or such part, have been made fit for occupation and use and are accessible and in the event of any dispute arising in relation to this clause 12.4.1 the matter shall be determined by arbitration in accordance with the Arbitration Act 1996.
- 12.4.2 Any advance payment of Rent Building Service Charge or Estate Service Charge made by the Tenant prior to the date of damage or destruction by an Insured Risk in respect of

a period after that date shall (to the extent that the Rent is suspended) be repaid by the Landlord to the Tenant on demand.

- 12.4.3 The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers because of any act or omission by the Tenant.

12.5 **Insurance moneys**

All insurance moneys payable will belong to the Landlord.

12.6 **Option to determine following damage by an Insured Risk**

- 12.6.1 If the Building or the Tenant Facilities are damaged or destroyed by an Insured Risk so as to make the whole of the Premises or a major part of them unfit for occupation or use or inaccessible and:

- (a) the damage or destruction occurs during the last five years of the Term (or during the period of any continuation of the tenancy created by this Underlease); or
- (b) the Landlord has not begun the necessary works of repair or reinstatement within two years of the damage or destruction, or
- (c) the Landlord has not completed the repair or reinstatement within five years of the damage or destruction.

the Tenant may terminate this Underlease on each such occasion by giving written notice to the Landlord.

- 12.6.2 The notice must be given within 18 months after the damage or destruction if clause 12.6.1(a) above applies and within six months of the date two years or five years (as the case may be) after the damage or destruction if clause 12.6.1(b) or (c) above applies (time to be of the essence).

- 12.6.3 If the terms of clause 12.6.1(c) apply then the Landlord may (provided it is not otherwise in material default of its reinstatement obligations contained in this clause 12) terminate this Underlease by giving written notice to the Tenant and such notice must be given within six months of the date five years after the damage or destruction (time to be of the essence) provided always that no such notice may be served following completion of repair or reinstatement.

- 12.6.4 This Underlease will terminate upon service of the relevant notice, but such termination will be without prejudice to any claim which the Landlord or the Tenant may have against the other for any earlier breach of their respective obligations in this Underlease.

- 12.6.5 The Tenant shall remain bound by clause 12.3.5 after such termination.

**12.7 Reinstatement following damage by an Excluded Risk**

12.7.1 In this clause 12.7:

**"Election Notice"**

means notice given by the Landlord to the Tenant in which the Landlord elects to reinstate the Premises and/or the Building and/or the Tenant's Facilities (as the case may be);

**"Election Period"**

means the period of 12 months following damage or destruction.

- 12.7.2 If the Building or the Tenant Facilities are damaged or destroyed by an Excluded Risk so as to make the whole of the Premises or a major part of them or the Tenant Facilities unfit for occupation or use or inaccessible and the damage or destruction occurs during the last five years of the Term (or during the period of any continuation of the tenancy created by this Underlease) then either party may terminate this Underlease by giving written notice to the other to that effect within three months of such damage or destruction (time to be of the essence).
- 12.7.3 If the Building or the Tenant Facilities are damaged by an Excluded Risk:
- the Landlord may (if either of the parties have not already exercised its rights under clause 12.7.2 above) within the Election Period give an Election Notice electing to reinstate the Premises and/or the Building and/or the Tenant Facilities (as the case may be);
  - if the Premises or the Tenant Facilities are unfit for occupation and use or are inaccessible the provisions of clause 12.4 (*Suspension of rent*) shall apply as if the damage had been occasioned by an Insured Risk (notwithstanding the fact that such damage has not in fact been caused by an Insured Risk) in respect of the period from the date following such damage or destruction until the date three months after the Premises and Tenant Facilities are again fit for occupation and use and accessible the Premises having been reinstated to at least shell and core condition.
- 12.7.4 If the Landlord gives an Election Notice in accordance with clause 12.7.3 then the Landlord shall reinstate the Premises to shell and core condition and reinstate the Tenant Facilities (although the cost of installation of the Category A Works and subsequent fitting out of the Premises shall be at the cost of the Tenant) but otherwise in accordance with its obligations under clause 12.2.
- 12.7.5 If the Landlord gives an Election Notice in accordance with clause 12.7.3 but the reinstatement of such damage or destruction as provided in clause 12.7.4 has not been practically completed by the date which is five years after the date of the damage or destruction then:
- the Tenant may terminate this Underlease at any time after that date but prior to the date of such practical completion on service of six month's written notice on the Landlord;

- (b) the Landlord may (provided it is not otherwise in material default of its reinstatement obligations contained in this **clause 12**) terminate this Underlease at any time after that date but prior to the date of such practical completion on service of six months' written notice to the Tenant.
- 12.7.6 If the Landlord:
- (a) gives notice to the Tenant within the Election Period that the Landlord will not reinstate the Premises and the Tenant Facilities; or
  - (b) has not given an Election Notice within the Election Period,
- then this Underlease will terminate with immediate effect on the earlier of:
- (c) (i) (if the Premises are wholly or partially occupied by the Tenant, any permitted undertenant, any permitted subundertenant or any permitted sub-subundertenant) six months from the date on which the Landlord gives notice within the Election Period that it will not reinstate the Premises and Tenant Facilities, or
  - (ii) (if the Premises are not wholly or partially occupied by the Tenant, any permitted undertenant, any permitted subundertenant or any permitted sub-subundertenant) one month from the date on which the Landlord gives notice within the Election Period that it will not reinstate the Premises and the Tenant Facilities; and
  - (d) the expiry of the Election Period.
- 12.7.7 With effect from the expiry of any notice to terminate this Underlease or the expiry of the Election Period as appropriate under **clause 12.7.2**, **12.7.5** or **12.7.6** the parties' obligations under this Underlease shall cease and, on the expiry of the notice or the expiry of the Election Period as appropriate this Underlease shall terminate without prejudice to any claims which the Landlord or the Tenant may have against the other for any earlier breach of their respective obligations in this Underlease.
- 12.7.8 If the Underlease is terminated in accordance with **clause 12.7.6** the Tenant may (if the situation referred to in **clause 12.7.6** (c)(i) relating to occupation of the relevant Building 5 Lease applies) within six months of such termination serve three months' written notice or (if the situation referred to in **clause 12.7.6** (c)(ii) relating to occupation of the relevant Building 5 Lease applies) within one month of such termination serve written notice having immediate effect determining any of the Building 5 Leases which at the date of such termination are vested in the Tenant with such Building 5 Leases terminating without prejudice to any claims which the Landlord or the Tenant have against the other for each breach of their respective obligations under the Building 5 Leases.
- 12.7.9 If this Underlease or any of the Building 5 Leases is terminated in accordance with this **clause 12** the Landlord shall within 21 days of such termination date refund to the Tenant in full all amounts of Rent, Insurance Rent, Building Service Charge and Estate Service Charge (except for monies attributable to any reserve fund for the Estate Services) (if any) which were paid by the Tenant and which were attributable to periods of time after such termination date.
- 12.7.10 Time shall be of the essence for the purposes of this **clause 12.7**.

## **12.8 Insurance Risk during Rent Free Period**

If during the Rent Free Period the provisions of clause 12.4 apply so that the Rent or a fair proportion of it is suspended (or would be suspended if it were payable) the Rent Free Period shall be extended by a period corresponding to the period during which clause 12.4 applies (or would apply if Rent were payable) and according to the extent that the Rent or the said fair proportion is suspended (or would be suspended if it were payable).

## **13. STATE AND CONDITION OF THE PREMISES**

### **13.1 Repair**

The Tenant covenants with the Landlord at all times during the Term:

- 13.1.1 to keep the Premises including without limitation all landlord's fixtures and fittings (including the blinds) and all plant and machinery in the Premises (other than plant and machinery, if any, expressly excluded from this demise) in good and substantial repair and good working order;
- 13.1.2 to carry out all works and treatments to the Premises as are necessary for the proper repair and maintenance of the Premises and to ensure the health and safety of people working at or visiting the Premises;
- 13.1.3 to replace by new articles of similar kind and quality any fixtures, fittings, plant or equipment (other than tenant's or trade fixtures and fittings) upon the Premises which become uneconomic to repair rather than replace,

provided that damage by any of the Insured Risks or by any of the Excluded Risks is excepted from the Tenant's obligation under clauses 13.1.1 and 13.1.3 save to the extent that payment of the whole or part of the insurance monies is refused in consequence of some act or default of or suffered by the Tenant and provided further that the Tenant will not be liable under this clause 13 to the extent that the Landlord is obliged to carry out the relevant repair works under clause 12.2 or clause 12.7 or clause 17.2.1 or to the extent that the Landlord is prevented from carrying them out by reason of the matters referred to in clause 12.2.2;

- 13.1.4 at the end of the Term (howsoever determined) to yield up the Premises (having removed all tenant's and trade fixtures and any partitions installed during the Term and reinstated fixtures removed during the Term, and make good all physical damage caused in such removal and reinstatement) in the state of repair and working order above referred to and in accordance with the Rent Review Specification.
- 13.1.5 promptly to notify the Landlord of any defect in the Premises or defect or want of repair in the Building capable of giving rise to a duty under any Act or under this Underlease on the Landlord of which the Tenant becomes aware;
- 13.1.6 to keep the car parking spaces referred to in (clause 4.1.1.(a)) in a clean and tidy condition and free of any offensive or noisome matter or thing whatsoever.

**13.2 To keep clean and tidy**

- 13.2.1 To clean the inside of all windows of the Premises and their frames regularly.
- 13.2.2 Not to store any rubbish on the Premises other than in receptacles within the area (if any) provided for them and so often as necessary to remove all rubbish.

**13.3 Decoration**

In every fifth year of the Term and in the year immediately before the end of the Term (provided that the Tenant shall not be required to decorate more than once in any 18 month period) appropriately to decorate the interior of the Premises in a proper and workmanlike manner, to the reasonable satisfaction of the Landlord, and in the case of works carried out in the year immediately before the end of the Term, to the approval of the Landlord as to colour and appearance (such approval not to be unreasonably withheld or delayed).

**13.4 To permit the Landlord to repair in default**

To permit the Landlord to enter and view the condition of the Premises. If the Landlord serves on the Tenant or leaves on the Premises notice in writing requiring that any repairs or other works or matters for which the Tenant is liable be undertaken, and the Tenant does not within two months following such notice (or sooner if requisite) commence such works or to rectify such other matter and proceed diligently thereafter to comply with its requirements, the Landlord may enter the Premises on written notice and do everything necessary to comply with such notice. All reasonable and proper costs incurred by the Landlord in so doing shall be repaid by the Tenant as a debt within 21 days of receipt of written demand. Any such entry is without prejudice to the Landlord's rights under clause 19.

**13.5 Alterations**

**13.5.1 Not to:**

- (a) construct on the Premises any new building or structure or make any structural or external alteration or addition in or to the Premises (subject to clause 13.5.2 below) or cut into any structural part of the Building or the Estate or unite the Premises with any other property;
- (b) alter in any way the blinds within the Premises;
- (c) install Electronic Communications Apparatus in the Premises save for any required by the Tenant's business carried on at the Premises provided always that the Tenant may with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) enter into wayleave agreements with suppliers of Electronic Communications Apparatus which require the installation of Electronic Communications Apparatus through the Building Common Parts subject to such installation being in accordance with such specification and such detailed drawings as the Landlord may have approved of provided always that such installation does not:
  - (i) prejudice the structural integrity of the Building;

- (ii) affect the external appearance of the Building and/or the efficiency of the Landlord's plant and machinery forming part of the Building; or
  - (iii) prejudice the Landlord's contractual rights against any contractor or any professional team who carried out the original design and/or construction of the Building.
- 13.5.2 The Tenant may, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) and in accordance with a specification and detailed drawings as the Landlord may reasonably require and have approved (such approval not to be unreasonably withheld or delayed), make minor alterations which relate to the Building Common Parts (which include the right to affix or bond to any structural elements of the Building Common Parts) immediately adjacent to the Premises provided that such alterations do not:
- (a) prejudice the structural integrity of the Building;
  - (b) affect the external appearance of the Building and/or the efficiency of the Landlord's plant and machinery forming part of the Building; or
  - (c) prejudice the Landlord's contractual rights against any contractor or any professional team who carried out the original design and/or construction of the Building.
- 13.5.3 The Tenant may install, erect, alter or remove non-structural or demountable partitioning, light switches and floor boxes relocate plumbing and carry out minor alterations to the on floor air conditioning plant provided that such alterations do not:
- (a) affect the external appearance of the Building and/or the efficiency of the Landlord's plant and machinery forming part of the Building; or
  - (b) prejudice the Landlord's contractual rights against any contractor and any professional team who carried out the original design and/or construction of the Building,
- without requiring the consent of the Landlord provided that the Tenant notifies the Landlord of any such works by supplying plans and specifications of the works within four weeks of the works having been completed.
- 13.5.4 On any application for consent to make alterations or additions the Tenant shall give the Landlord three copies of a specification and detailed drawings identifying the proposed works, and a further copy if required by the Superior Landlord and the Tenant shall enter into such covenants (as to reinstatement or otherwise) as the Landlord may reasonably require.
- 13.5.5 If a breach of clause 13.5.1 or 13.5.2 occurs the Landlord may (without obligation) at the Tenant's expense remove or fill up (as the case may be) any unauthorised structures, alterations or additions.
- 13.5.6 Unless and to the extent otherwise required by the Landlord, the Tenant shall, at the end of the Term, remove any alterations or additions made to the Premises (and make good any damage caused by that removal) and shall reinstate the Premises to the Rent Review Specification and to the reasonable satisfaction of the Landlord.

### **13.6 Signs and advertisements**

Save as permitted by clause 4.1.12 not to display on or from the Premises so as to be visible from the outside any sign, advertisement, lettering or notice of any kind.

### **13.7 Overloading**

Not to exceed the designed floor loading of the Building.

## **14. USE OF THE PREMISES**

### **14.1 The Permitted Use**

The Tenant shall not use the Premises except for the Permitted Use.

### **14.2 Obstructions**

The Tenant shall not whether by loading or unloading goods or any other means obstruct any of the roadways, walkways and accessways forming part of the Estate Common Areas nor do anything thereon which might be or become a source of danger to persons using the same.

### **14.3 Restrictions on use**

The Tenant shall not:

- 14.3.1 do anything on the Premises which would cause a nuisance or any damage or disturbance to the Landlord or any of the other occupiers of the Building;
- 14.3.2 carry out any acts at the Premises which are noisy, noxious, dangerous or offensive or store dangerous or inflammable materials at the Premises (other than normal office materials and materials for ancillary uses including kitchen and print room materials);
- 14.3.3 allow rubbish to accumulate at the Premises nor allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Conducting Media or any adjoining property;
- 14.3.4 bring into or upon the Premises, or do anything which might subject the Premises or any other part of the Building to, any load or weight in excess of that which they are designed or constructed to bear, or otherwise overload or obstruct any Conducting Media which serve the Premises;
- 14.3.5 use the Premises:
  - (a) as a fun fair or amusement arcade; or
  - (b) as a betting office or for the purposes of gaming or for the business of turf accountants; or
  - (c) as a brothel or disorderly house or as a sex establishment within the meaning of the Local Government (Miscellaneous Provisions) Act 1982; or
  - (d) for the sale, hire, distribution, viewing or display of any books, magazines, films, video or other recordings or other material if the sale, hire, distribution, viewing or

- display thereof on or from the Premises is a criminal offence or renders the same liable to seizure by any lawful authority; or
- (e) for any noisy, noxious or offensive trade or business; or
  - (f) for any illegal or immoral act or purpose or use; or
  - (g) for any sale by auction; or
- 14.3.6 permit any person to reside in the Premises;
- 14.3.7 obstruct, hinder or otherwise interfere with the proper exercise by any of the tenants, licensees or other occupiers of the buildings constructed on the Estate from time to time, or any persons authorised by them, or any other person or persons having rights over the Premises of the rights hereby reserved; or
- 14.3.8 save as permitted by clause 4.1.1 and 14.7.6 park any vehicle on the Estate or cause any other obstruction of the roads or pedestrian areas on the Estate.

#### **14.4 Use of machinery**

The Tenant shall not use any machinery on the Premises in a manner which causes or may cause:

- 14.4.1 any damage to the structural integrity of the Building; or
- 14.4.2 any undue noise, or vibration to the Landlord or other occupiers of the Building.

#### **14.5 Fire and security precautions**

The Tenant shall comply with the requirements of the fire authority and with any requirements of the Landlord's insurers relating to fire prevention and the provision of fire-fighting equipment at the Premises and the requirements of the Landlord's insurers in relation to the security of the Premises while they are vacant.

#### **14.6 Exclusion of warranty**

The Landlord does not warrant or represent that the Premises may be used for the Permitted Use or for any other purpose.

#### **14.7 Management of Common Areas**

The Tenant will:

- 14.7.1 not deliver goods to the Premises or load or unload vehicles other than by way of the Loading Bay and the Service Corridor;
- 14.7.2 not use areas over which rights are granted by this Underlease other than for the purposes expressly authorised;
- 14.7.3 not transport heavy or bulky items through the Building Common Parts between the hours of 9 a.m. and 6 p.m. on normal working days other than via the goods lift;
- 14.7.4 not obstruct, deposit goods or rubbish upon, or cause any nuisance or disturbance on any of the Building Common Parts or the Estate Common Areas;

- 14.7.5 not damage or mark any surface of the Building Common Parts or the Estate Common Areas by using unsuitable trolleys, or otherwise, or overload any lift or raised floor;
- 14.7.6 not park vehicles on any part of the Estate except where necessary for the delivery of goods to the Premises and then only in the areas and during the periods expressly authorised by the Landlord or the person appointed by the Landlord to manage the Loading Bay such person acting reasonably;
- 14.7.7 comply with reasonable regulations notified by the Landlord to the Tenant as to the use of the Building Common Parts and/or the Estate Common Areas; and
- 14.7.8 co-operate with the Landlord or (if a person is appointed) the person appointed by the Landlord to manage the Loading Bay.

## 15. DEALINGS

### 15.1 Alienation

In this **clause 15** the following definitions apply:

**"Assignee"**

means the proposed assignee;

**"Assignment"**

means the proposed assignment;

**"Permitted Part"**

means any part of the Premises provided that:

- (a) such part is underlet on a self-contained basis, it complies with the then current statutory requirements including (without limitation) fire and building regulations and has the benefit of all necessary accesses, means of escape and facilities including (without limitation) within the demise or rights to use the toilet and sanitary facilities;
- (b) the grant of the underlease of such part shall not result in more than three occupations including an occupation by the Tenant to this Underlease per floor of the Premises subsisting at any one time;
- (c) the underlease of such part is validly excluded from sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in accordance with the provisions of section 38A of that Act and the relevant Schedules of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 provided that if the only part of the Premises which is excluded from such underlease is the toilet accommodation then for the purposes of this **clause 15.1 (c)** the underlease will not be required to be so excluded.

## 15.2 General restrictions

The Tenant shall not part with nor agree to part with possession of the whole or part of the Premises or this Underlease, nor allow any other person to occupy the whole or any part of the Premises, except as permitted by the remainder of this clause 15.

## 15.3 Assignments

- 15.3.1 The Tenant shall not assign any part (as opposed to the whole) of this Underlease.
- 15.3.2 The Tenant shall not assign the whole of this Underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 15.3.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may refuse its consent to an assignment in any of the following circumstances:
  - (a) if the Tenant has not paid the Rent and (other than any outstanding Building Service Charge Balance or Estate Service Charge Balance if such sums are in dispute) the sums due and demanded under clauses 3.2 and 3.3 and 3.4 of this Underlease; and
  - (b) if in the reasonable opinion of the Landlord the Assignee is not of sufficient financial standing to pay the Rent and other sums payable under this Underlease and to comply with the Tenant's obligations in this Underlease except where in the reasonable opinion of the Landlord acceptable security for such payments and such obligations is provided.
- 15.3.4 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
  - (a) that the Tenant enters into an authorised guarantee agreement no later than the date of the Assignment, which agreement is to be by deed, is to provide for a guarantee of all the obligations of the Assignee under this Underlease from the date of the Assignment until the Assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995, and which provides for all the matters permitted by section 16(5) of that Act and which is otherwise in accordance with section 16 of that Act and in a form reasonably required by the Landlord;
  - (b) that, where reasonably required by the Landlord, the Assignee shall procure a Guarantor or Guarantors reasonably acceptable to the Landlord, to enter into a full guarantee and indemnity of the Assignee's obligations under this Underlease, such guarantee and indemnity to be by deed and to be in the form of clause 20 (with such additions and amendments as are necessary to reflect the fact that the guarantee and indemnity is being entered into after the date of this Lease and by means of a separate document) together with any additional provisions reasonably required by the Landlord;
  - (c) that, if at any time before the Assignment the circumstances set out in clause 15.3.3 apply, the Landlord may revoke its consent to the Assignment by written notice to the Tenant;

- (d) that the Assignment is completed within three months of the consent; and
  - (e) that if the Assignee or any Guarantor of the Assignee (if a body corporate) is not incorporated within the United Kingdom an opinion letter in a form reasonably acceptable to the Landlord is given by an appropriately experienced firm of lawyers qualified to act in the relevant jurisdiction, confirming (amongst other things):
    - (i) the due incorporation of the Assignee or Guarantor (as the case may be);
    - (ii) that the Assignee or Guarantor (as the case may be) has power to enter into the licence to assign, assignment and/or guarantee; and
    - (iii) that the licence to assign, assignment and/or guarantee have been duly executed and are enforceable against the Assignee or Guarantor (as the case may be) in accordance with its terms (subject to the usual caveats contained in such opinions).
- 15.3.5 **Clauses 15.3.3 and 15.3.4 do not limit the right of the Landlord to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition to its consent.**
- 15.3.6 Whilst the Tenant of this Underlease is the same as the tenant of the Main Lease and the Landlord of this Underlease is the same as the landlord of the Main Lease then in the event that this Underlease is assigned in accordance with the terms of this **clause 15** the Landlord agrees at the Tenant's expense to enter into deeds of variation of this Underlease and the Main Lease in such forms as the Tenant may reasonably require to grant to the Tenant rights to use such parts of the Tenant's Plant Area (as defined in the Main Lease) and the Satellite Equipment Area (as defined in the Main Lease) as are reasonable in the circumstances and which shall primarily be based upon the ratio between the net lettable area of the Premises and the net lettable area of the premises demised by the leases of the Building vested in the Tenant (including the Premises) prior to assignment. The rights to use the Tenant's Plant Area and the Satellite Equipment Area shall be on the same terms as such rights are granted in the Main Lease but for the avoidance of doubt the entering into of such deeds of variation will not in any way adversely alter or affect assumption (p) in **clause 8.1** of this Underlease.
- 15.4 Underlettings**
- 15.4.1 The Tenant shall not underlet or agree to underlet any part of the Premises (as distinct from the whole) except by an underlease of a Permitted Part which complies with clauses 15.4, 15.5, 15.6, 15.7 and 15.8.
- 15.4.2 The Tenant shall not underlet the whole of the Premises or a Permitted Part, except in accordance with the remainder of this **clause 15.4** and with **clause 15.5 (Terms to be contained in any underlease)**.
- 15.4.3 The Tenant shall not underlet the whole of the Premises or a Permitted Part without first obtaining the consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 15.4.4 The Tenant shall not underlet the whole of the Premises or a Permitted Part without first obtaining from the undertenant a covenant by the undertenant with the Landlord to

comply (except, in the case of an underletting of a Permitted Part, in so far as inapplicable to the Permitted Part) with the terms of this Underlease on the part of the Tenant, other than as to the payment of any Rent or other sums reserved as rent by this Lease, and to comply with the obligations of the undertenant in the underlease throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner.

**15.4.5 Any underlease of the whole of the Premises or of a Permitted Part shall be granted:**

- (a) at a rent which is not less than the then full open market rental value of the whole of the Premises or the Permitted Part (as the case may be) (save that such underlease may incorporate rent free or reduced rent free periods as are customary in the market place at the time of creation of such underlettings whether to allow for fitting out of the premises demised by the sub-tenant or otherwise);
- (b) without a fine or premium; and
- (c) with the underlease rent payable not more than one quarter in advance.

**15.4.6 The Tenant shall not grant any underlease of a Permitted Part, unless:**

- (a) before the undertenant enters into the underlease or becomes contractually bound to do so the underlease is validly excluded from the operation of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in accordance with the provisions of section 38A of that Act and the relevant schedules of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and
- (b) the Tenant shall supply the Landlord with a copy (certified by solicitors as a true copy of the original for this purpose) of the notice served by it and the undertenant's statutory declaration or declaration (as the case may be) pursuant to section 38A of that Act.

**15.5 Terms to be contained in any underlease**

Any underlease shall contain the following terms:

- 15.5.1 (where the term of the underlease extends beyond five years) a provision for the review of the rent in the same terms as in this Underlease (other than as to dates of review) at intervals no less frequently than five yearly;
- 15.5.2 a provision for re-entry in the same terms as **clause 19 (Forfeiture)**;
- 15.5.3 an obligation on the undertenant not to deal with or dispose of its interest in the underlease, or part with possession of the whole or part of that interest or permit any other person to occupy the Premises or the Permitted Part (as the case may be) except as permitted by **clause 15.10** and except, in the case of an underlease of the whole of the Premises, by way of:
  - (a) an assignment of the whole of its interest in the Premises;
  - (b) a charge of the whole of its interest in the Premises; or
  - (c) a sub-underlease of the whole of the Premises or a Permitted Part or a Permitted Part forming part of a Permitted Part;

or except in the case of an underlease of a Permitted Part by way of:

- (d) an assignment of the whole of its interest in the Permitted Part;
- (e) a charge of the whole of its interest in the Permitted Part;
- (f) a sub-underlease of the whole of the Permitted Part or a Permitted Part forming part of the Permitted Part,

and which may, in any event, only be made with the Landlord's consent (such consent not to be unreasonably withheld or delayed);

15.5.4 agreements between the Tenant and the undertenant in the same terms as clauses 15.3.3 and 15.3.4;

15.5.5 an agreement between the Tenant and the undertenant expressed to be for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 that the Tenant may give its consent to an assignment of the underlease subject to a condition that the proposed assignee of the underlease enters into a covenant with the Landlord to comply (except, in the case of an underletting of a Permitted Part, in so far as inapplicable to the Permitted Part) with the terms of this Underlease on the part of the Tenant, other than as to the payment of any Rent or other sums reserved as rent by this Underlease, and to comply with the obligations of the undertenant in the underlease, from the date the instrument of the assignment of the underlease is completed throughout the term of the underlease or until the assignee of the underlease is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner;

15.5.6 an acknowledgement in the terms of clause 15.3.5;

15.5.7 a provision that any document to be entered into by an assignee of the undertenant in fulfilment of a condition of consent to the assignment shall be in a form reasonably required by the Landlord; and

15.5.8 provisions in the same form as clauses 15.4.3, 15.4.4 and 15.4.5 but relating to the undertenant in place of the Tenant, the sub-undertenant in place of the undertenant and the grant of a sub-underlease in place of the grant of an underlease.

#### 15.6 Rent review in an underlease

15.6.1 The Tenant shall procure that the rent in any underlease is reviewed in accordance with the underlease.

15.6.2 If the corresponding rent review under this Underlease is outstanding and the relevant review date in any underlease occurs within the twelve months immediately prior to or after the relevant review date in this Underlease the Tenant shall not agree the level of any reviewed rent with such undertenant without the consent of the Landlord (such consent not to be unreasonably withheld).

15.6.3 If the rent review in an underlease of the whole of the Premises is referred to a third party for determination, the Tenant shall keep the Landlord informed as to the progress of that third party determination.

## **15.7 Further provisions relating to underleases**

- 15.7.1 The Tenant shall enforce the obligations of the undertenant in any underlease.
- 15.7.2 The Tenant shall not vary the terms of any underlease without the consent of the Landlord such consent not to be unreasonably withheld or delayed where such variation does not contravene any provision in this Underlease.

## **15.8 Provisions relating to sub-underleases**

The Tenant shall procure that any sub-underlease, whether of the whole of the Premises or of a Permitted Part, contains terms:

- 15.8.1 in relation to the sub-underlease and the undertenant and sub-undertenant equivalent to the terms set out or referred to in clause 15.5 (other than clauses 15.5.3 and 15.5.8) and clauses 15.6 and 15.7; and
- 15.8.2 prohibiting the sub-undertenant from dealing with or disposing of its interest in the sub-underlease or parting with possession of the whole or any part of that interest or permitting any other person to occupy the Premises or the Permitted Part (as the case may be) Except as provided by clause 15.10 and except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), in the case of a sub-underlease of the whole of the Premises by way of:
  - (a) an assignment of the whole of its interest in the Premises;
  - (b) a charge of the whole of its interest in the Premises;
  - (c) a sub-underlease of the whole of its interest in the Premises or a Permitted Part,or in the case of a sub-underlease of a Permitted Part by way of an assignment of the whole of its interest in the Permitted Part or a sub-underlease of the whole of its interest in the Permitted Part or a Permitted Part forming part of the Permitted Part, and is otherwise consistent with the terms of this Lease.

## **15.9 Group sharing of occupation**

The Tenant or any permitted undertenant or sub-undertenant may share occupation of the Premises or the Permitted Part (as the case may be) with:

- 15.9.1 one or more other undertakings (including but not limited to companies, partnerships, bodies corporate and overseas companies or firms) which are a member of the same group or with which the Tenant permitted undertenant or subundertenant has an association or affiliation and "group" shall include any subsidiary undertaking of the Tenant/permited undertenant/sub-undertenant or a holding company or parent undertaking of the Tenant/permited undertenant/sub-undertenant or a subsidiary undertaking of any such holding company or parent undertaking ("subsidiary" and "holding company" having the meanings given to them by section 736 and 736A of the Companies Act 1985 and "parent undertaking" and "subsidiary undertaking" having the meanings given to them by sections 258-260 (inclusive) of the Companies Act 1985);
- 15.9.2 on the following conditions:
  - (a) no relationship of landlord and tenant is created by the arrangement; and

- (b) the relevant undertakings vacate the Premises or the Permitted Part (as the case may be) immediately if it or they cease(s) to be a member of the same group (defined as above) or cease(s) to have such an association or affiliation.
- 15.10 The Tenant may licence other occupiers of the Estate on a personal basis only a right to use any one or more of the car parking spaces referred to in clause 4.1.1 of this Underlease on terms which are first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and otherwise in a manner which does not confer security of tenure under the Landlord and Tenant Act 1954 (as amended).
- 15.11 **Registration of dealings and provision of information**
- 15.11.1 Within one month of any dealing with, or devolution of, the Premises or a Permitted Part or this Lease or of any interest created out of them or it, the Tenant shall:
- (a) notify the Landlord in writing of that dealing or devolution;
  - (b) give the Landlord a copy of any document effecting or evidencing the dealing or devolution, together with a copy to the Superior Landlord and the copies will each be certified by solicitors as a true copy of the original; and
  - (c) pay the Landlord a reasonable registration fee of not less than fifty pounds (£50) and the registration fee (if any) of the Superior Landlord.
- 15.11.2 Registration of any dealing with or devolution of the Premises or this Underlease or of any interest created out of them or it will not imply that the Landlord has considered or approved the terms of that dealing or devolution.
- 15.12 The Tenant shall give the Landlord written details of persons occupying the Premises and the basis upon which they occupy on request by the Landlord (but such request shall not be made more than once in any year of the Term).

## **16. LEGAL REQUIREMENTS AND REGULATIONS**

### **16.1 Legislation and planning**

The Tenant shall:

- 16.1.1 comply with all legislation affecting the Premises, their use and occupation and the health and safety of persons working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply;
- 16.1.2 give the Landlord written notice on becoming aware of any defect in the Premises which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and shall display any notices at the Premises needed to enable the Landlord to comply with the Defective Premises Act 1972;
- 16.1.3 not apply for planning permission without the consent of the Landlord such consent not to be unreasonably withheld or delayed and shall pay any charge imposed under legislation relating to town and country planning in respect of the use of the Premises, or any works carried out at the Premises;

- 16.1.4 not do or omit to do anything at the Premises which would result in the Landlord incurring any cost, penalty or liability under any legislation; and
- 16.1.5 at the end of the Term pay the Landlord a fair proportion of any compensation which the Tenant has received or which is receivable by the Tenant because of any restriction placed on the use of the Premises under any legislation.

## 16.2 Notices relating to the Premises

The Tenant shall:

- 16.2.1 give the Landlord a copy of any notice received by the Tenant, relating to the Premises or any occupier of them, or to the Landlord's interest in them, upon having received it and (but at the cost of the Landlord) take any steps which the Landlord may reasonably require in connection with such notice; and
- 16.2.2 at the cost of the Landlord, make, or join the Landlord in making, any objection or appeal against such notice, which the Landlord may reasonably require.

## 16.3 Regulations

The Tenant shall comply with all Regulations provided that if there is any conflict between such regulations and any of the provisions of this Underlease the provisions of this Underlease shall prevail.

# 17. LANDLORD'S COVENANTS

## 17.1 Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant may hold and use the Premises during the Term without any interruption (except as authorised by this Underlease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

## 17.2 To provide Services

- 17.2.1 To supply during the Office Hours the Building Services in accordance with clause 10.1 and to supply outside the Office Hours such security services as the Landlord deems necessary for the purposes of good estate management subject to the provision of such security services being regarded for the purposes of this Underlease as a Building Service notwithstanding that such services are being supplied outside the Office Hours.
- 17.2.2 To supply the Estate Services in accordance with clause 11.1.

## 17.3 Services outside Office Hours

If the Tenant requires the services referred to in paragraph 7, 8, 9, 10 or 11 of Schedule 1 outside Office Hours (the "Additional Services" which expression shall include all or any one of such services) then the Tenant shall make prior arrangements with the Landlord or its agents in relation to the Additional Services and subject to the Landlord being able to procure the Additional Services and subject also to the Tenant paying on demand to the Landlord a sum equal to the reasonable and proper cost to the Landlord of the Additional

Services (or if there shall be more than one tenant of the Building having the benefit of the Additional Services at the same time a fair proportion of such costs to be fairly determined by the Landlord's Surveyor) the Landlord shall provide the Additional Services during the period of use requested by the Tenant.

**17.4 Use of remainder of Building**

Not to use or permit the other office areas in the Building to be used for any purpose that might call for or give rise to members of the public regularly calling at or generally having free and unrestricted access to such areas.

**17.5 External signage**

Not to permit or allow any other tenant or occupier of the office areas within the Building to erect external signage on the Building.

**17.6 Third parties**

The Landlord shall take all reasonably practical steps to enforce against any contractor or professional its obligations contained in any warranty appointment or other contract documentation which is vested in the Landlord and if the Landlord receives any sums pursuant to any actions or proceedings brought against third parties in relation to deeds of collateral warranty or relevant appointment or other contract documentation in respect of any want of repair and/or defect occurring in the Premises the Building or the Estate Common Areas the Landlord shall lay out or credit to the Building Service Charge or the Estate Service Charge (as appropriate) all moneys so recovered (after deducting the proper and reasonable costs properly and reasonably incurred by the Landlord in pursuing such actions or proceedings) provided that:

- 17.6.1 the Landlord shall not be obliged to commence or pursue any actions or proceedings if counsel suitably experienced in such matters (properly instructed by the Landlord for such purpose) provides an opinion to the effect that any such actions or proceedings would be unlikely to succeed or that it would not be commercially prudent to commence or pursue any actions or proceedings having regard to the time and costs which would be likely to be involved when considered against the likelihood of recovery of damages and the likely amount of damages which would actually be recovered and
- 17.6.2 the Landlord shall be entitled to negotiate terms for settlement of any actions or proceedings if advised by counsel that the terms proposed for settlement are satisfactory and the context of the amount of the claim, the likelihood of recovering additional damages when considered against the time and costs which would be likely to be involved in proceeding further and all other relevant considerations.

**17.7 Outside seating for Retail Units**

The Landlord shall prevent any seating being utilised by the Retail Units on any part of the Estate Common Areas within the area shown coloured edged and hatched green on the Retail Plan unless the prior written consent of the Tenant has been obtained.

## **17.8 Noise Levels**

The Landlord shall give the Tenant as much advance warning as reasonably practical of any planned public activities in the Estate Common Areas and shall consult with the Tenant regarding such activities.

## **17.9 Fitting out of Retail Units**

The Landlord shall procure that in fitting out the Retail Units the following works are not carried out between the hours of 8 a.m. and 6.30 p.m. from Monday to Friday:

- 17.9.1 hammering, impact drilling or cutting the structure of the Building; nor
- 17.9.2 works creating structure borne sound or vibration and/or creating high levels of air borne sound, which would give rise to material interference with the use and enjoyment of the Premises.

## **17.10 Protected Retail Unit**

The Landlord shall not:

- 17.10.1 place, erect, attach or exhibit or permit to be upon or any part of the exterior of the Protected Retail Unit any name, sign, legend, notice or advertisement of an indecent or offensive nature;
- 17.10.2 erect or permit the erection of any pole or mast or any television or radio aerials on the exterior of the Protected Retail Unit; and
- 17.10.3 shall not hang, place or exhibit any goods or advertising material or writing outside the Protected Retail Unit or on the entrance doors or display window to the Protected Retail Unit (other than inside the Protected Retail Unit).

## **17.12 Letting of Retail Units**

- 17.12.1 The Landlord shall not let or permit to be used any of the Retail Units for any of the following uses:

- (a) as a fast food restaurant (here meaning any outlet for the sale of food and/or drink for consumption on and/or off the premises, other than:
  - (i) a high class restaurant; or
  - (ii) a high quality undertaking where the primary activity of the tenant or the lawful occupier consists of the sale of:
    - (A) sandwiches and/or similar cold snacks;
    - (B) coffee, tea and/or other similar hot drinks; or
    - (C) such other food (other than fast food) or drink (other than alcohol) as the Tenant may approve (such approval not to be unreasonably withheld or delayed); or for any use where the whole or substantially the whole activity of the tenant or the lawful occupier consists of the sale of alcohol for consumption off the Premises; or
- (b) as an undertaker;

- (c) as a staff agency;
- (d) as a second-hand shop;
- (e) as a charity shop;
- (f) as a wet or fried fish shop;
- (g) as a pet shop; or
- (h) as a ticket agency;
- (i) as a sex shop;
- (j) as a launderette; or
- (k) as a hairdresser (other than a high class hairdresser).

#### 17.13 Loading Bay

The Landlord shall not permit the Loading Bay to be used by any authorised occupiers of Building 2 and Building 3 except in the case of emergency or unforeseen circumstances.

#### 17.14 Atrium blinds

The Landlord shall not permit blinds to be placed on the windows or glass fronting the Atrium that are different in design/colour to those initially installed (if any) under clause 13.5.5 of this Underlease provided that where such blinds are no longer available the Landlord will ensure that any additional blinds installed are the best match reasonably available.

#### 17.15 Enforce covenants

The Landlord will at the request of the Tenant take all reasonable steps to enforce covenants on the part of tenants in any underlease of any other part of the Building provided that the Landlord will not be obliged to forfeit any lease or re-enter any premises or take any action that may have the effect of placing or forcing a tenant into liquidation or bankruptcy administrative receivership or receivership or any other situation referred to in clauses 19.2.2–19.2.5 in this Underlease provided that the Tenant will keep the Landlord fully and effectively indemnified against all losses, damages, costs and expenses arising out of taking any such steps.

### 18. LIMITS ON LANDLORD'S LIABILITY

If the Landlord makes a request under section 6 or 7 of the Landlord and Tenant (Covenants) Act 1995 (*Release from covenants on assignment of the reversion*), the Tenant agrees not to unreasonably withhold or delay the release requested.

### 19. FORFEITURE

#### Landlord's right of re-entry

If any of the events set out in clause 19.2 occur, or in the case of any Tenant and/or any Guarantor who (if an individual) is not a national of, or (if a body corporate) which is not

registered in England and Wales or any events of a similar or like effect in the jurisdiction in which the Tenant and/or any Guarantor is a national and/or in which a body corporate is registered (as the case may be), the Landlord may forfeit this Underlease and re-enter the Premises. The Term will then end, but without prejudice to any claim which any party may have against the other parties for any failure to comply with the terms of this Underlease.

#### **19.1 Events giving rise to the Landlord's right of re-entry**

- 19.1.1 The Rent or any other sum payable under this Underlease has not been paid three weeks after it became due, whether formally demanded or not, or the Tenant or any Guarantor has failed to comply with the terms of this Underlease.
- 19.1.2 A receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of the Tenant's and/or the Guarantor's property (or part of it) is appointed.
- 19.1.3 The Tenant and/or the Guarantor, if an individual (or if more than one individual then any one of them), is the subject of a bankruptcy petition or of an application for an interim order under Part VIII of the Insolvency Act 1986, or enters into any composition moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986.
- 19.1.4 In relation to a Tenant and/or a Guarantor which is a body corporate (or if more than one body corporate then any one of them):
  - (a) a proposal for a voluntary arrangement is made under Part I of the Insolvency Act 1986 or the directors of the Tenant or the Guarantor resolve to make such a proposal;
  - (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 or the directors of the Tenant or the Guarantor resolve to present such a petition;
  - (c) a resolution for its voluntary winding-up is passed under Part IV of the Insolvency Act 1986 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding-up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
  - (d) a petition for its winding-up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 or a resolution is passed that it be wound-up by the court; or
  - (e) an application is made under section 425 of the Companies Act 1985 or a proposal is made which could result in such an application.
- 19.1.5 The Tenant and/or a Guarantor which is a body corporate (or if more than one body corporate then any of them):
  - (a) enters or proposes to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
  - (b) is dissolved, or is removed from the Register of Companies, or ceases to exist (whether or not capable of reinstatement or reconstitution).

## **20. GUARANTOR'S COVENANT**

### **20.1 Guarantee**

20.1.1 The Guarantor irrevocably and unconditionally guarantees to the Landlord:

- (a) that the Rent and other sums due under this Underlease will be duly and punctually paid, and that all the other obligations of the Tenant under this Underlease will be duly performed and complied with, in either case whether during or after the end of the Term (however and whenever it ends); and
- (b) that the Tenant will comply with the obligations it enters into in any authorised guarantee agreement entered into by it pursuant to this Underlease.

20.1.2 The Guarantor agrees that if at any time the Rent or other sums due under this Underlease (or any authorised guarantee agreement entered into by the Tenant pursuant to this Underlease) are not paid on their due date, or any of the other obligations of the Tenant under this Underlease (or any authorised guarantee agreement entered into by the Tenant pursuant to this Underlease) are not duly performed and complied with, it shall, on demand, pay such sum or perform or comply with such obligation.

### **20.2 Principal debtor**

As a separate and independent obligation under this Underlease, the Guarantor agrees that if any of the sums or obligations expressed to be guaranteed under this Underlease, is not recoverable from, or enforceable against the Guarantor on the basis of a guarantee (for whatever reason), the Guarantor shall be liable as sole or principal debtor in respect of such sum or obligation which shall be paid, performed or complied with by the Guarantor on demand.

### **20.3 Indemnity**

As a separate and independent obligation under this Underlease, the Guarantor agrees to indemnify the Landlord and keep the Landlord indemnified against any costs, loss, expense or liability resulting from:

- 20.3.1 the failure of the Tenant duly and punctually to pay the Rent and other sums due under this Underlease or to perform and comply with its obligations in this Underlease (or any authorised guarantee agreement entered into by the Tenant pursuant to this Underlease);
- 20.3.2 any of the obligations on the Tenant in this Underlease (or any authorised guarantee agreement entered into by the Tenant pursuant to this Underlease) being or becoming void, voidable or unenforceable by the Landlord against the Tenant or any other person who is liable;
- 20.3.3 this Underlease (or the Tenant's obligations under it) being disclaimed;
- 20.3.4 this Underlease becoming forfeited;
- 20.3.5 the Tenant or any other person who is liable entering into any arrangement or composition with any of its creditors (whether or not such arrangement or composition binds or is expressed to bind the Landlord); or

- 20.3.6 the Tenant (being a body corporate) ceasing to exist (whether or not capable of reconstitution or reinstatement),

and to pay on demand to the Landlord the amount of such cost, loss, expense or liability, whether or not the Landlord has sought to enforce any rights against the Tenant or any other person who is liable.

20.4 **No discharge of Guarantor**

Without prejudice to sub-section 18(3) of the Landlord and Tenant (Covenants) Act 1995 (*Effect of variations on guarantors*), the Guarantor's liability under this Underlease will remain in full force and effect and will not be released or discharged nor will the rights of the Landlord be prejudiced or affected by any of the following:

- 20.4.1 any time, indulgence or concession granted by the Landlord to the Tenant or to any other person who is liable;
- 20.4.2 the Landlord dealing with, exchanging, varying or failing to perfect or enforce any of its rights or remedies against the Tenant or any other person who is liable;
- 20.4.3 the existence of or dealing with, varying or failing to perfect or enforce any other rights or security which the Landlord may have or acquire against the Tenant or any other person who is liable in respect of its obligations under this Underlease;
- 20.4.4 any variation of, addition to or reduction from the terms of this Underlease whether or not the same is substantial or is prejudicial to the Guarantor or confers only a personal right or obligation;
- 20.4.5 any non-acceptance of the Rent or other sums due from the Tenant under this Underlease, in circumstances where the Landlord has good reason to suspect a breach of its obligations in this Underlease;
- 20.4.6 the occurrence of any of the events set out in clause 19 (*Forfeiture*);
- 20.4.7 a surrender of part of the Premises demised by this Underlease, except that the Guarantor will have no liability in relation to the surrendered part in respect of any period after the date of the surrender;
- 20.4.8 any incapacity, disability or change in the constitution, status, or name of the Tenant or of the Landlord;
- 20.4.9 any amalgamation, merger or reconstruction by the Landlord with any other person or the acquisition of the whole or any part of its assets or undertaking by any other person;
- 20.4.10 —any voluntary arrangement entered into by the Tenant or any other person who is liable with all or any of its creditors (whether or not such arrangement binds or is expressed to bind the Landlord); and
- 20.4.11 any other act or thing by virtue of which, but for this provision, the Guarantor would have been released or discharged from its obligations under this Underlease, or the rights of the Landlord would have been prejudiced or affected, other than a release by deed, entered into by the Landlord, in accordance with the terms of such deed,

and the parties acknowledge that each of the matters listed above is separate and independent and is not to be interpreted in the light of any other.

#### 20.5 Waiver by Guarantor of its rights

- 20.5.1 Until all the liabilities expressed to be guaranteed by the Guarantor under this Underlease have been paid, discharged or satisfied irrevocably and in full, the Guarantor agrees not, without the consent of the Landlord to:
- (a) exercise any of its rights in respect of the liabilities expressed to be guaranteed under this Underlease against the Tenant or any other person who is liable;
  - (b) demand or accept any security from the Tenant or any other person who is liable in respect of the obligations of the Guarantor under this Underlease or in respect of any indebtedness due to the Guarantor from the Tenant or any other person who is liable, and any security received by the Guarantor in breach of the above or any such security held by the Guarantor at the date of this Underlease shall be held by the Guarantor on trust for the Landlord and delivered to the Landlord on demand;
  - (c) claim any legal or equitable set-off or counterclaim against the Tenant or any other person who is liable; or
  - (d) claim or prove in competition with the Landlord in the liquidation or bankruptcy or in any administration or receivership of the Tenant or any other person who is liable, or have the benefit of or share in any payment or distribution from or composition or arrangement with the Tenant or any other person who is liable and any money or other property received by the Guarantor in breach of this shall be held by the Guarantor on trust for the Landlord and delivered to the Landlord on demand.
- 20.5.2 The obligations of the Guarantor under this Underlease may be enforced by the Landlord against the Guarantor:
- (a) at its discretion and without first enforcing or seeking to enforce its rights against the Tenant or any other person who is liable or exercising its rights under any other security or resorting to any other means of payment; and
  - (b) as primary obligations and not merely as obligations of a surety.

#### 20.6 Payments in gross

All dividends, compositions and moneys received by the Landlord from the Tenant or any other person which are capable of being applied by the Landlord in satisfaction of the liabilities expressed to be guaranteed under this Underlease, will be regarded for all purposes as payments in gross, and will not prejudice the right of the Landlord to recover from the Guarantor the ultimate balance which, after receipt of such dividends, compositions and moneys, may remain owing or expressed to be owing to the Landlord.

## 20.7 Guarantor to take a new lease

- 20.7.1 In this clause 20 a "Relevant Event" is:
- (a) the disclaimer of this Underlease, or the Tenant's obligations under it by a liquidator or trustee in bankruptcy of the Tenant;
  - (b) the disclaimer of this Underlease after it has become bona vacantia; or
  - (c) the forfeiture of this Underlease; or
  - (d) the Tenant (being a body corporate) ceasing to exist (whether or not the Tenant is capable of being reconstituted or reinstated).
- 20.7.2 If a Relevant Event occurs the Guarantor agrees, at the request of the Landlord made within six months following the Landlord having notice of the Relevant Event, to take a new lease of the Premises from the Landlord.
- 20.7.3 Such new lease shall:
- (a) be for a term commencing on the date of the Relevant Event and be equal to the unexpired residue of the term of years granted by this Underlease (or the residue which would be unexpired but for the Relevant Event) as at the date of the Relevant Event;
  - (b) reserve a rent equal to the Rent reserved under this Underlease immediately before the Relevant Event and otherwise be on the same terms as this Underlease but with no provision for a rent-free period; and
  - (c) take effect from the date of the Relevant Event.
- 20.7.4 The new lease will take effect subject to this Underlease, if and to the extent that it is still subsisting, and subject to any underlease or other interest created or permitted by the Tenant or its predecessors in title.
- 20.7.5 The Guarantor shall pay the Landlord's costs (on an indemnity basis) in connection with the grant of such new lease and shall execute, deliver and pay the stamp duty land tax (if any) on a counterpart of it to the Landlord.
- 20.7.6 If the Landlord does not require the Guarantor to take a new lease of the Premises, the Guarantor shall nevertheless pay on demand to the Landlord a sum equal to the Rent and other sums due under this Underlease which would have been payable but for the Relevant Event in respect of the period from the date of the Relevant Event until three months after it or, if sooner, the date the Premises are re-let.

## 20.8 Supplementary provisions

- 20.8.1 The provisions of this clause 20 are in addition to any other security or any other right or remedy held by or available to the Landlord from time to time.
- 20.8.2 As and when called upon to do so by either the Landlord or the Tenant, the Guarantor shall enter into any document supplemental to this Underlease (by deed if required) for the purpose of consenting to the Tenant entering into such supplemental document and confirming that, subject only to sub-section 18(3) of the Landlord and Tenant (Covenants) Act 1995 (*Effect of variations on guarantors*), all the obligations of the Guarantor will remain in full force and effect in respect of this Underlease.

- 20.8.3 The Guarantor agrees to pay to the Landlord on demand, and on an indemnity basis, all legal and other costs and charges which may be payable by the Landlord in relation to the enforcement of the Guarantor's obligations in this Underlease.
- 20.8.4 The Guarantor agrees to pay interest on each amount demanded of it under this Underlease, at the Interest Rate until payment (both before and after any judgment), except that where the sum demanded from the Guarantor includes interest due from the Tenant at that rate and is paid by the Guarantor on demand, the Guarantor will not be liable to pay further interest on that sum.
- 20.8.5 Each of the provisions of this **clause 20** is distinct and severable from the others, and if at any time one or more such provisions is or becomes illegal, invalid or unenforceable (either wholly or to any extent), the validity, legality and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired.
- 20.8.6 The rights of the Landlord under this **clause 20** will enure for the benefit of the Landlord and its successors in title without any need for any express assignment of them.

## 21. MISCELLANEOUS

### 21.1 Notices

- 21.1.1 Any notice to be given under this Underlease shall be in writing and may be given:
- (a) personally; or
  - (b) by sending it by post in a prepaid envelope addressed to the party to which it is to be given at the last address notified by that party to the sender for that purpose; or
  - (c) by leaving it at that address; or
  - (d) by sending it by facsimile transmission to the last facsimile number notified by that party to the sender for that purpose.
- 21.1.2 A notice sent by first class recorded delivery post (in the case of an address in the United Kingdom) or by prepaid air mail (in the case of an address outside the United Kingdom) addressed to the party to which it is to be given at the last address notified by that party to the sender for that purpose shall be deemed to have been served (in the case of an address in the United Kingdom) on the day after the day on which the envelope containing it is posted and (in the case of an address outside the United Kingdom) on the third day after the day on which the envelope containing it is posted and in each case proof that the envelope containing the notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 21.1.3 A notice given by facsimile transmission addressed to the party to which it is to be given at the last facsimile number notified by that party to the sender for that purpose shall be deemed to have been served on the day on which the facsimile was transmitted (if transmitted before 4 pm (Greenwich Mean Time)) but otherwise shall be deemed to have been received on the first working day after transmission.
- 21.1.4 For the purposes of the foregoing provisions of this **clause 21.1** each party hereby notifies each other party that, until further notice, notices should be sent to it at its

address given at the beginning of this Underlease and at the following facsimile numbers:

- (a) the Landlord – Head of Legal, 5 Strand, London WC2N 5AF facsimile number 020 7024 5275;
- (b) the Tenant – Managing Partner – Building 5, New Street Square, New Fetter Lane, London EC4; facsimile number 020 7300 7100.

## 21.2 Superior Lease

21.2.1 The Tenant shall observe and perform the obligations on the part of the lessee under the terms of the Superior Lease other than the obligation:

- (a) to pay rent or other sums under the Superior Lease; or
- (b) to insure or reinstate the Building,

to the extent that they relate to the Premises.

21.2.2 The Landlord shall pay or procure the payment of the rents and other sums due under the Superior Lease and by way of indemnity only observe and perform or procure the observance and performance of the other obligations on the part of the lessee under the Superior Lease, except to the extent that observance and performance of such obligations is the responsibility of the Tenant under the terms of this Underlease.

## 21.3 Tenant to provide information

The Tenant shall give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this Underlease and shall give the Landlord written notice of any matter in connection with the Premises which may make the Landlord liable to any third party.

## 21.4 Registration at the Land Registry

If this Underlease and/or rights granted or reserved by this Underlease are or should be registered at the Land Registry under the Land Registration Act 2002 then the Tenant shall:

- (a) register this Underlease and any assignment or other registrable disposition of this Underlease at the Land Registry within one month of the date of the grant of this Underlease or the date of the instrument of assignment or other disposition requiring registration (as the case may be);
- (b) use its best endeavours to procure that all rights granted or reserved by this Underlease are properly noted against the affected titles; and
- (c) within one week of the registration of the grant, assignment, other registrable disposition of this Underlease or notice against the affected titles (as the case may be) deliver to the Landlord official copies of the registered title.

21.4.2 The Landlord shall not be liable to the Tenant for the Tenant's failure to register/protect this Underlease or any rights granted by it.

## **21.5 Financial information**

- 21.5.1 If at any time the Tenant or any Guarantor of the Tenant is not either incorporated in England and Wales or a limited liability partnership, the Tenant shall provide, and shall procure that any Guarantor provides, to the Landlord upon request a copy of their respective audited accounts for each of their three respective financial years during the Term, together with such other financial information as the Landlord may reasonably require in order for the Landlord to form a true and fair view of the Tenant's (or its surety's) financial standing.
- 21.5.2 The Landlord hereby agrees to keep such information confidential within the group of companies of which the Landlord is a member and not to pass the same on to any third party save any third party involved or concerned with any valuation, mortgage or proposed sale of the reversion to this Underlease where such third party has itself undertaken in writing to the Landlord to keep such information confidential.

## **21.6 Tenant's indemnity**

The Tenant agrees to indemnify the Landlord at all times (both during and after the Term) against all liabilities, damages, costs and expenses arising directly or indirectly from any breach of any of the Tenant's obligations in this Underlease.

## **21.7 Replacement Guarantor**

The Tenant must give notice to the Landlord within 14 days after becoming aware of a Guarantor Replacement Event. If the Landlord responds by giving notice requiring a replacement the Tenant must within 28 days of receiving such notice from the Landlord procure some other person reasonably acceptable to the Landlord to execute a replacement guarantee in the form executed by the Guarantor in respect of whom the Guarantor Replacement Event has occurred.

## **21.8 Qualification of Landlord's liability**

The Landlord will not be liable to the Tenant or any other person for:

- 21.8.1 any damage to person or property arising from any act, omission or misfeasance by any other tenant or occupier of the Premises or from the state and condition of the Premises; or
- 21.8.2 any accidental damage to the Premises or to any property of the Tenant or any other occupier of the Premises or their employees, agents or independent contractors other than any accidental damage caused by the Landlord, its employees, agents or independent contractors; or
- 21.8.3 any failure to perform any obligation in this Underlease unless the Landlord was aware of it or should reasonably have been aware of it,

unless and only to the extent in any such cases it was caused or contributed to by the negligence of the Landlord or an employee of the Landlord.

**21.9 Removal of goods after end of Term**

The Tenant shall remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Premises more than two weeks after the end of the Term as the Landlord sees fit.

**21.10 Guarantor**

The Tenant shall procure that a Guarantor enters into any deed or document which is supplemental to this Underlease and which is entered into before that Guarantor is released by virtue of the Landlord and Tenant (Covenants) Act 1995.

**21.11 Governing law**

This Underlease shall be governed by and construed in accordance with the laws of England and Wales.

**21.12 Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this Underlease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

**22. NEW OR OLD UNDERLEASE**

This Underlease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995.

In witness of which this Underlease has been duly executed and is delivered on the date written at the beginning of this Underlease.

## SCHEDULE 1

### Building Services

1. Repairing, renewing, rebuilding and replacing, altering, maintaining, decorating, cleaning, emptying, lighting and repainting the foundations, roof, the structure (including the supporting structures), windows, window frames and exterior of the Building and all Building Common Parts and Conducting Media used in common by the Tenant and others.
2. Rates (if any) and other levies on and insurance of the Building Common Parts and property owner's and employer's insurance on the Building, the provision of Utilities for the Building Common Parts and a metered water supply to the Building, and power supply (metered or otherwise) to the Premises.
3. The excess payable in respect of damage to the Building caused by an Insured Risk and property owner's and employer's insurance for the Building.
4. Providing, inspecting, maintaining (including by maintenance contracts), repairing and renewing (where beyond economic repair) and replacing (where beyond economic repair) and upgrading (where beyond economic repair) insuring and operating all plant, lifts, machinery, apparatus and vehicles used in providing the Building Services and all signage in the Building Common Parts.
5. Provision, maintenance, renewal (where beyond economic repair) and replacement (where beyond economic repair) of all fire-fighting and fire detection equipment, fire alarm systems, personal address systems and security systems in the Building (including CCTV) (excluding, for the avoidance of doubt, portable fire extinguishers in the Premises) including the provision of appropriate security services, personnel, plant, machinery, equipment and visitor control systems for the purpose of monitoring, supervising and controlling the Building Common Parts and persons present in the Building Common Parts.
6. Any costs levied by the local authority on the Building as a whole.
7. Heating the Building (except the Building Common Parts) during Office Hours during the months of October until April (inclusive) including heating the Premises.
8. Heating the Building Common Parts when necessary.
9. Supplying air conditioning to the Premises during Office Hours.
10. Supplying hot - and cold water to -and -otherwise -equipping -and -supplying -any -toilet accommodation used in common.
11. Employment of all suitably qualified and trained staff (including remuneration, incidental benefits and all associated costs and overheads and the costs of termination of employment) and contractors and professionals necessary for the management and security of the Building and otherwise in connection with the Building Services including the provision of receptionist services during Office Hours for the main lobby in the Building equivalent to those usually provided to high quality office buildings.

12. Providing accommodation in Building 4 and/or the Building for staff, plant and equipment and all outgoings on such accommodation.
13. The execution of all works and the provision and maintenance of all facilities which are required under any Act to be carried out or provided at the Building generally.
14. The proper cost of commercially prudent periodic valuations of the Building and/or the Premises for insurance purposes incurred not more often than once in any period of two years.
15. Any proper audit fee.
16. Preparing the Building Service Charge Certificate (whether by the Landlord or the Landlord's Surveyor or its accountants).
17. Abating any nuisance to the Building Common Parts.
18. Leasing on arms length on commercial terms any item used in providing the items listed in this schedule.
19. Any further services provided at any time by the Landlord in the interests of good estate management for maintaining and securing the amenities of the Building.
20. All sums of VAT payable by the Landlord in respect of sums, items or amounts incurred in the provision of the Building Services and the performance of its other obligations contained in this Underlease (including sums, items or amounts referred to in this schedule) for which no recovery or credit against output tax is receivable by the Landlord.
21. Obtaining any professional advice which may from time to time be reasonably required in relation to the management of the Building Common Parts or the provision of the items listed in this schedule (excluding professional advice received in connection with pursuing any tenant in the Building for any breach or potential breach of its obligations owed to the Landlord).
22. Reasonable and proper fees of managing agents, independent contractors, agents, consultants, professional advisers, work people and other personnel as in the reasonable opinion of the Landlord are or may be requisite and retained by the Landlord for the management of the Building Common Parts, the provision of the items listed in this schedule, the calculation of the Building Service Charge provided that the total of such fees or charge shall not exceed 10 per cent of the annual Building Service Charge.

## SCHEDULE 2

### Estate Service Charge

#### 1. ESTATE SERVICES

Providing the Estate Services.

#### 2. CAR PARK

Running the car park within the Estate Common Areas for the benefit of the tenants and occupiers of the Estate.

#### 3. EMPLOYEES

Employing or arranging for the employment (and the termination of employment (unless held by a tribunal to be unlawfully terminated)) of suitably qualified and trained staff in connection with the provision of the Estate Services (including if the Landlord reasonably considers it appropriate suitably qualified and trained staff to manage the Loading Bay) including the costs of insurance, pension and welfare contributions and the provision of clothing, tools and equipment.

#### 4. COMPLYING WITH OR CONTESTING PROPOSALS

Complying with or, where the Landlord reasonably considers it appropriate in the interests of the Landlord and the tenants and occupiers of the Estate as a whole, contesting the requirements or proposals of the local or any other competent authority in respect of the Estate Common Areas.

#### 5. ABATING NUISANCES

Abating any nuisance to the Estate Common Areas.

#### 6. RESERVE

6.1 Making such proper provision as the Landlord reasonably considers appropriate and calculated in accordance with the principles of normal accounting practice and good estate management for anticipated future capital expenditure including the provision and replacement of any plant, machinery or equipment used or to be used in connection with the items listed in this schedule provided that the amount of such provision (if any) as the Landlord may make may vary from one Estate Service Charge Year to another and nothing shall oblige the Landlord to establish or maintain a reserve sufficient in whole or in part to cover such future capital expenditure.

6.2 The Landlord shall provide details to the Tenant as to the relevant item or items of expenditure necessitating contributions from the Tenant at the time of requesting the relevant contribution towards the reserve together with the likely period over which the contributions to the reserve shall accrue prior to their disbursement (taking account of previous contributions made by the Tenant and the anticipated life cycle of the item in question) and shall inform the Tenant as to

how the reserve is to be established in relation to matters such as structure, tax effectiveness and security.

- 6.3 The reserve shall be held by the Landlord in a separate interest bearing account to be disbursed in accordance with the terms of this paragraph of this schedule with all interest accruing to such amount (net of tax) being added to the reserve (save that where the Landlord is not The City of London Real Property Company Limited (company number 1160) or any member of the same Group of Companies such reserve shall (if the Landlord requires) be held on trust for the benefit of the Tenant and all other tenants with an interest in the reserve).
- 6.4 Any expenditure on any items in respect of which any provision shall have been included pursuant to paragraph 6.1 of this schedule shall (provided that the same shall be in the interests of good estate management) be met in whole or in part out of the reserve and if and to the extent that any such expenditure is met out of the reserve such expenditure shall not be included in the Estate Service Charge for the Estate Service Charge Year current at the date of expenditure but the Landlord shall provide the details within the Estate Service Charge Certificate for the relevant year as to the amounts expended from the reserve fund and details of how such sums have been spent.
- 6.5 The Landlord will not dispose of its interest in the reversion to this Underlease without passing to the purchaser or transferee of such reversion the balance of the reserve then held by the Landlord together with all interest accrued to such amount (net of tax).
- 6.6 The Landlord agrees to make a corresponding provision towards future capital expenditure pursuant to this paragraph 6 in relation to all premises within the Estate which are either un-let or which are not obliged to make any such reserve fund contribution and the Landlord will produce evidence to the Tenant of payment of all such contributions.

## 7. LEASING ITEMS

Leasing on arms length commercial terms any item used in providing the items listed in this schedule.

## 8. PLANT EQUIPMENT AND MATERIALS

Provision and replacement (where beyond economic repair) of and inspecting and maintaining (including by maintenance contracts), repairing, renewing, replacing, upgrading (where beyond economic repair), involving and operating of any plant, lifts, machinery, apparatus, equipment, tools and appliances (including uniforms and protective clothing) and other materials and a computer or other office plant, machinery, equipment and materials as the Landlord shall in its reasonable discretion deem suitable and necessary for use in connection with the provision or performance of any of the Estate Services and the performance of its obligations contained in this schedule.

## 9. EXPENSES OF SERVICE ACCOMMODATION

All proper and reasonable sums paid by way of rent (whether actual or notional) in respect of any Service Accommodation and sums paid in respect of rates and proper and reasonable cost of servicing such Service Accommodation.

## **10. FUEL, POWER AND ENERGY SUPPLIES AND EQUIPMENT**

The costs of the provision of Utilities and sources of power, fuel and energy used in connection with the provision of any of the items listed in this schedule and the performance by the Landlord of its obligations to provide the Estate Services contained in clause 11.

## **11. INSURANCE COSTS AND REVALUATIONS**

All fees and costs incurred in connection with the Landlord's obligations relating to insurance in respect of the Estate Common Areas, including the proper costs and fees incurred in commercially prudent periodic revaluations of such insurances (provided these are no more frequent than once in every two years) and any excess payable in respect of damage to the Estate Common Areas caused by an Insured Risk and property owner's and employer's insurance for the Estate Common Areas.

## **12. VAT**

All sums of VAT payable by the Landlord in respect of sums, items or amounts incurred in the provision of the Estate Services and the performance of its other obligations contained in this Underlease (including sums, items or amounts referred to in this schedule) for which no recovery or credit against output tax is receivable by the Landlord.

## **13. PROFESSIONAL ADVICE**

Obtaining any professional advice which may from time to time be reasonably required in relation to the management of the Estate Common Areas or the provision of the items listed in this schedule (excluding professional advice received in connection with pursuing any tenant of the Estate for any breach or potential breach of its obligations owed to the Landlord in respect of the Estate).

## **14. FEES AND EXPENSES OF MANAGEMENT**

Reasonable and proper fees of managing agents, independent contractors, agents, consultants, professional advisers, work people and other personnel as in the reasonable opinion of the Landlord are or may be requisite and retained by the Landlord for the management of the Common Areas, the provision of the items listed in this schedule, the calculation of the Estate Service Charge provided that the total of such fees or charge shall not exceed 10 per cent of the annual Estate Service Charge.

## **15. ESTATE SERVICES CERTIFICATE**

Preparing the Estate Service Charge Certificate (whether by the Landlord or the Landlord's Surveyor or its accountants).

## **16. RATES**

Rates (if any) and other costs levied by the local authority in respect of the Estate Common Areas.

## **17. OTHER SERVICES**

Any other works, services or facilities which the Landlord from time to time reasonably considers desirable for the purpose of maintaining, improving or modernising the services or facilities in or for the Estate Common Areas, and which are for the general benefit of all, or substantially all, of the occupiers of the Buildings from time to time and are in accordance with the principles of good estate management.

## **SCHEDULE 3**

### Estate Services

#### **1. CLEANING, DECORATION AND MAINTENANCE OF ESTATE COMMON AREAS**

Inspecting, cleaning, maintaining, decorating, treating, repairing and renewing the Estate Common Areas including any water features within the Estate Common Areas.

#### **2. ESTATE COMMON AREAS**

Maintaining, repairing, replacing (where beyond economic repair) resurfacing, cleansing and keeping open and free from obstructions, rubbish and debris all accessways, areas, surfaces and paving (including roadways, footways, ramps, car parking areas and loading bays) forming part of the Estate Common Areas and available for passage, access and parking.

#### **3. REFUSE COLLECTION, STORAGE AND DISPOSAL**

Providing and operating means of collection, storage, compaction and disposal of refuse and rubbish (including litter and pest control) arising or occurring on the Estate Common Areas.

#### **4. LANDSCAPING**

Providing suitable landscaping and planting and keeping such parts of the Estate Common Areas as are laid out with landscaping and planting from time to time in good order and condition and properly tended, maintained, cultivated and planted including (where appropriate) all necessary replanting.

#### **5. SECURITY, SURVEILLANCE AND VISITOR CONTROL**

Providing appropriate security services, personnel, plant, machinery, equipment (including security gates and barriers) and traffic control systems for the purpose of monitoring, supervising and controlling the Estate Common Areas and persons present on the Estate Common Areas (whether with or without vehicles).

#### **6. FIRE PREVENTION AND FIRE-FIGHTING FACILITIES**

Maintaining, keeping in good repair and working condition and (when beyond economic repair) renewing efficient fire and smoke detection, fire preventative and fire-fighting equipment for the Estate Common Areas (including sprinklers, hydrants, hose reels, extinguishers, fire alarms, fire escape routes and general means of escape) all in compliance with statutory requirements, the requirements of the chief fire officer and any other competent statutory or other authorities, underwriters and insurers.

#### **7. INSURANCE**

Effecting, maintaining and renewing:

- 7.1 such insurances on such terms and in such amount as shall reasonably be determined by the Landlord against any liabilities which the Landlord or the Tenant or any of the tenants of

the Buildings may incur to third parties on account of the condition of the Estate Common Areas; and

- 7.2 such other insurance in connection with the Estate Common Areas and the Landlord's obligations under this Underlease as the Landlord may reasonably determine and which are consistent with the interests of good estate management.

**8. ENERGY AND SUPPLY SERVICES**

Providing any Utilities as may be required for use in running or operating any plant, machinery or equipment (except such as are for the exclusive use of a particular tenant or tenants) and including (if the Landlord reasonably considers it necessary or appropriate) standby power generators and plant.

**9. LIGHTING**

Lighting to an adequate and sufficient standard throughout such periods of the day and night as may be requisite in all parts of the Estate Common Areas to which access is available in fact or by right.

**10. PROVISION OF SIGNS AND PUBLIC AMENITIES**

As often as may be necessary, erecting, placing, maintaining and cleaning and (where beyond economic repair) replacing or renewing in suitable locations on the Estate Common Areas such direction signs, notices, seats, toilet facilities (including toilet facilities for the disabled) and other fixtures, fittings and chattels as are in the interests of good estate management and appropriate for the enjoyment or better enjoyment of those parts of the Estate Common Areas to which the public have access in common with the Tenant and other tenants of the Buildings or persons authorised by them together with the provision of and the maintaining, cleaning, replacing and renewing of any shower and changing facilities intended for use by the Tenant and other tenants of the Buildings or those persons authorised by them.

**11. REGULATIONS AND AGREEMENTS**

Making (and as appropriate from time to time amending or replacing) and enforcing reasonable regulations for the management, operation and control of the Estate as a whole.

**12. GENERAL SERVICES AND BENEFITS**

Providing other services and benefits which the Landlord properly considers to be in the interests of good estate management generally for the Tenant and other tenants of the Buildings and/or the users and occupiers of the Estate as a whole.

Executed and delivered as a deed by:  
THE CITY OF LONDON )  
REAL PROPERTY COMPANY LIMITED )  
acting by its secretary and duly authorised by )  
LAND SECURITIES MANAGEMENT )  
SERVICES LIMITED to sign on its behalf as )  
director of THE CITY OF LONDON REAL )  
PROPERTY COMPANY LIMITED )

*Bernard Farrell*

Authorised Signatory of Land Securities  
Management Services Limited, Director

[Assistant] Company Secretary

*C. Shaw*

**APPENDIX A**

**Demise Plan**

## **APPENDIX B**

### **Estate Plans**

## **APPENDIX C**

Plan 0223GA(SP)200 showing Access Ramp

Plan 0223GA(SP)201 showing Access Ramp

Atrium Corridor Plans

Ground Floor Plan

Retail Plan

**APPENDIX D**  
**Rent Review Specification**

**RENT REVIEW SPECIFICATION  
5 NEW STREET SQUARE, LONDON, EC4**

April 2008

## Contents

### 1.0 INTRODUCTION

- 1.1 Scope
- 1.2 General Description
- 1.3 General Description Specification, Workmanship and Materials
- 1.4 Environmental Performance
- 1.5 Occupancy for Escape
- 1.6 Occupancy for Sanitary Provision
- 1.7 Occupancy for Indoor Climate Control
- 1.8 Occupancy of Lifts and Goods Lift
- 1.9 Floor to Floor Dimensions
- 1.10 Office Planning Grid
- 1.11 Life Span of Building Elements
- 1.12 Accessibility Strategy
- 1.13 Means of Escape and Escape Strategy
- 1.14 Sprinkler Protection and Dry Riser

### 2.0 BASE BUILD WORKS SPECIFICATION

#### 2.1 Building Structure

- 2.1.1 Substructure
- 2.1.2 Structural Frame
- 2.1.3 Floor Loadings
- 2.1.4 Stairs

#### 2.2 External Envelope

- 2.2.1 Cladding
- 2.2.2 Roof
- 2.2.3 Ninth Floor Terrace

#### 2.3 Internal Finishes

- 2.3.1 Reception Areas
- 2.3.2 Lift Lobbies
- 2.3.3 Passenger Lift Cars
- 2.3.4 Landlord Areas and Circulation Space
- 2.3.5 Office Floors
- 2.3.6 WC Areas
- 2.3.7 Staircases
- 2.3.8 Plant Rooms and Risers
- 2.3.9 Delivery Bay
- 2.3.10 Statutory Signage
- 2.3.11 Basement Car Park
- 2.3.12 Basement Plant Rooms and Service Corridor
- 2.3.13 Basement Staircases, Landlord, Tenant Access Areas and Ancillary Rooms
- 2.3.14 Ancillary Facilities

#### 2.4 External Works

- 2.4.1 General
- 2.4.2 Paving

- 2.4.3 Soft Landscaping
- 2.4.4 External Lighting

### 3 Building Maintenance

- 3.1 Window Cleaning
- 3.2 Internal Cleaning
- 3.3 Compactor
- 3.4 Maintenance
- 3.5 Repair
- 3.6 Replacement

### 4 Acoustic Performance

- 4.1 General
- 4.2 Atmospheric Noise Emissions
  - 4.2.1 General
  - 4.2.2 Plant Noise and vibration Transfer to Internal Areas
  - 4.2.3 Glazing Cleaning System
  - 4.2.4 External Noise Intrusion

### 5 Building Services Outline Specification

- 5.1 Mechanical Services
  - 5.1.1 Mechanical Engineering Services
  - 5.1.2 General
  - 5.1.3 General Provision and Design Criteria
  - 5.1.4 Outside Air Capacity
  - 5.1.5 Cooling Capacity
  - 5.1.6 Building Management System (BMS)
  - 5.1.7 Fire Protection
  - 5.1.8 Sanitary Drainage and Vent System
  - 5.1.9 Surface Water Collection System
  - 5.1.10 Domestic Cold Drinking Water System
  - 5.1.11 Hot Water System
  - 5.1.12 Gas System
  - 5.1.13 Access and Maintenance
- 5.2 Electrical Services
  - 5.2.1 Electrical Engineering Services
  - 5.2.2 Lighting
  - 5.2.3 Small Power
  - 5.2.4 Fire Detection and Alarm
  - 5.2.5 Building Electrical Supplies and Main Distribution
  - 5.2.6 Sub-Main Distribution
  - 5.2.7 Sub-Circuit Distribution
  - 5.2.8 Electricity Sub-Metering
  - 5.2.9 Standby Generation
  - 5.2.10 Lighting Installations
  - 5.2.11 Emergency Lighting
  - 5.2.12 Telecom/Data Wiring Facilities
  - 5.2.13 Fire Alarm Systems
  - 5.2.14 UPS
  - 5.2.15 Lightning Protection
  - 5.2.16 Security Installations

- 6 General Provision and Design Criteria
  - 7 Drawings
    - 7.1 General Arrangements
    - 7.2 Plans Showing Enhanced Floor Loadings
    - 7.3 Plans Showing Space for Tenant Additional Facilities
    - 7.4 Floor to Floor Section

## **1 INTRODUCTION**

The Rent Review Specification describes the Base Building which, for the purposes of this Specification, is assumed to have been completed by the Landlord.

The purpose of this Rent Review Specification is to summarise the specification of the Base Building for the purpose of rent review.

### **1.1 Scope**

The Rent Review Specification describes the general level and quality of design and specification for 5 New Street Square, London, EC4 forming part of the redevelopment of the site bounded by New Fetter Lane, Bartlett Court, Printer Street, East Harding Street, Pemberton Row and West Harding Street, known as New Street Square.

### **1.2 General Description**

The building consists of office space located on Levels 1 to 11. The ground floor is occupied by the reception, a further office space in the south-east corner, retail units and a loading bay which services the offices in buildings 4, 5 and 6, along with the retail units in 5 New Street Square. Plant is divided between roof levels 12/13 and the basement, with additional service areas and storage space located within the basement. A central car park at basement level, accessed via 2 New Street Square, serves 2, 3, 4, 5 and 6 New Street Square.

The building incorporates an atrium connecting the first floor with all the office floors and rooflight above.

It should be noted that provision is made to accommodate trading floors on levels 1 and 2 should this be required by the tenant. Although not forming part of the base-build or described in detail in this document, modifications could be carried out which would allow the necessary amendments to servicing, escape and toilet provision.

### **1.3 General Design Specification, Workmanship and Materials**

The building is designed in accordance with statutes, by-laws and regulations relevant at the time of design and construction or as amended by agreement with the relevant statutory bodies.

### **1.4 Environmental Performance**

The Base Building has achieved an "Excellent" BREEAM rating.

### **1.5 Occupancy for Escape**

Escape staircase provision is designed to comply with the London Building Acts and the Building Regulations 1985, the building being subject to Section 20 Regulations. This provision is based on an occupancy rate of 1 person per 10m<sup>2</sup> of net internal area of office space.

### **1.6 Occupancy for Sanitary Provision**

Sanitary accommodation is designed in accordance with BS 6465 Part 1: 1984 based on the occupancy of 1 person per 12 m<sup>2</sup> of net internal area of office sufficient to allow either 60% male or 60% female occupation.

## **1.7 Occupancy for Indoor Climate Control**

Indoor climate control is based on a maximum occupancy of 1 person per 10 m<sup>2</sup> net internal area of offices.

## **1.8 Occupancy for Lifts and Goods Lift**

Eight 21 person passenger lifts serve all office floors. Each lift serves all floors between ground and level 11, one of these also serves the basement as a back-up goods lift and another acts as a second fire fighting lift (the other fire fighting lift being in the secondary core). One 2,500kg goods lift is located within the main core serving all office levels between basement and roof level. On the ground floor there is an additional 2,500kg goods lift between ground and basement which serves buildings 4 and 6. The lifts are designed in relation to a maximum occupancy rate of 1 person per 10 m<sup>2</sup> net internal area of offices, less 15% diversity.

## **1.9 Floor to Floor Dimensions**

A typical floor-to-floor section is annexed to this document. The Ceiling Height from finished floor level to the soffit of the suspended ceiling (as defined in the RICS, Code of Measuring Practice Edition) at Levels 1 and 2 is 3,040mm and 2,700mm on Levels 3 to 11.

## **1.10 Office Planning Grid**

The office partition planning grid is 1.5 metres in each direction and is reflected in the external wall cladding which makes provision for the abutment of partitions at each mullion based on this grid.

## **1.11 Life Span of Building Elements**

The major elements of the development will have varied life spans as follows:

- Structure 60 years
- Cladding 25 years
- Mechanical Services Major items 25 years, terminal units 15 years.
- Electrical Services Major items 25 years, terminal units 15 years.
- Ceilings, Floors, Floor Finishes 10 years
- Finishes 15 years
- Lifts 25 years

## **1.12 Accessibility Strategy**

The building satisfies Part M Building Regulations, 2004 edition, and DDA requirements as agreed with and interpreted by The Corporation of London's district surveyors. Reference should also be made to the Access Statement 0223GA(E)760.

## **1.13 Means of Escape and Escape Strategy**

Under the London Building Acts and Building Regulation 1985 the building is subject to section 20 regulations due to its height and volume. Therefore, the following requirements have been met:

- The building is sprinklered and has two fire fighting shafts serving all floors above ground.
- The building is compartmented floor-to-floor.
- Smoke evacuation generally is via opening vents in the external envelope equating to 2.5% of the floor area.
- Smoke evacuation from the atrium is mechanically assisted at high level with a fresh air intake from the base of the atrium space. This is achieved via ducted fresh air from the loading bay entrance.
- Smoke evacuation from the basement plant areas is by mechanical extract ventilation, rated to provide no less than 10 air changes per hour to the fire compartment via fire rated extract ductwork and run/standby extract fans rated to operate at 300°C for no less than 60 minutes.
- Smoke evacuation from fire fighting lobbies is available at high level within each lobby and roof level openable vents provide smoke evacuation from the fire-fighting stairs.

Based on a floor space factor of 10m<sup>2</sup> per person, three staircases each 1100mm wide are adequate for phased evacuation.

#### **1.14 Sprinkler Protection and Dry Riser**

The fire safety engineering systems are designed to service the building on a 'stand alone' basis (via sprinkler storage tanks in the basement).

The sprinkler systems are designed to BS 5306 Part II incorporating Technical Bulletin 12 and 13, to achieve Life Safety Standards. All areas are a wet pipe system with the car park and loading bay electrically trace heated and insulated. Sprinkler tanks and associated pumps are located in the basement.

There is no hose reel installation provided.

## **2 BASE BUILD WORKS SPECIFICATION**

### **2.1 Building Structure**

#### **2.1.1 Sub-Structure**

The building has straight shafted bored piles in groups under each column and core with reinforced concrete pile caps, ground slabs and retaining walls. The basement is of water resistant construction in accordance with BS8007 to provide Category 2 protection ref 8102 grade 2 with specific areas enhanced to Category 3.

#### **2.1.2 Structural Frame**

5 New Street Square is a 12 storey high building with column grids in the north-south direction 6m, 9m and 12m and 9m or 12m in the east-west direction. The chamfered west elevation breaks this structural grid.

The lateral forces are resisted by the vertical walls of two reinforced concrete cores placed on the eastern and western ends.

#### **2.1.3 Floor Loadings**

All floors are designed to have a superimposed loading capacity of 3.5kN/m<sup>2</sup> live loading plus 1.0kN/m<sup>2</sup> loading for tenants' partitioning. The design incorporates an enhanced loading capacity of 7.5kN/m<sup>2</sup> to 5% of the floor space shown hatched on

the small scale plans attached. The designated roof plant areas are designed with a loading capacity of 7.5kN/m<sup>2</sup>.

The ground floor is designed to have a loading capacity of 5kN/m<sup>2</sup>.

The basement is designed to have a loading capacity of 4kN/m<sup>2</sup> with areas of enhanced loading beneath heavy plant.

#### 2.1.4 *Stairs*

The staircases are precast concrete standardised stair units and half landings with carpets and appropriate nosings or epoxy based floor plate with appropriate nosings, dependant on location.

The walls are emulsion painted to dry lined substrate fixed back to concrete or block work with proprietary mf sections or painted bare faced concrete or block work below ground.

The ceilings have an emulsion painted finish to concrete landing soffits. All light fittings are wall mounted.

### 2.2 **External Envelope**

#### 2.2.1 *Cladding*

##### Type 1 – Curtain Wall

South, East and West elevations and above main entrance on North elevation.

The curtain wall is aluminium framed, thermally broken, factory glazed curtain wall with mullions at 1,500mm centres typically spanning floor to floor between post tensioned concrete structural floor slabs. There are top hung outward opening lights (providing 2.5% net internal floor area of open ventilation for smoke evacuation). The double glazed units are clear with a low E-coating to the majority of the glazing. Some areas of the glazing have HP neutral coating (where external sun shading is omitted).

Timber external sun shading on brackets are incorporated within the cladding in the majority of areas (omitted to lower floor levels).

Spandrel panels are glass faced with insulation behind and extend to 900mm above FFL. There are projecting precast, reconstituted stone fins at floor levels and column positions 360mm wide, 600mm deep.

##### *Type 2 - Curtain Wall*

The type two curtain wall (north elevation and ground/first floor on the east and south elevations) is the same as Type 1 curtain wall with the exception that there is no external timber sun-shading and the pre-cast is flush with the glass.

##### *Type 3D - Curtain Wall*

Levels 9-11 on the south and west elevations set-back on the level 9 roof terrace.

Type 3D curtain wall is the same specification as the Type 2 curtain wall with the exception that there are external steel frame and aluminium maintenance walkways

with timber louvres in various configurations dependant on the location and an insulated channel/panel detail at the slab edges.

#### *Type 4 – Curtain Wall*

All pre-cast fin walls on east, west and north elevations.

Type 4 curtain walling is pre-cast, re-constituted stone cladding panels. It is located in various locations incorporating prefixed, pre-cast panels incorporating a weather proof membrane and installation installed prior to the curtain walling.

#### **2.2.2 Roof**

The roofs use a permaquik 6100 monolithic membrane, a one part hot applied rubberised bitumen membrane. The roof is insulated by rigid extruded polystyrene insulation, free from CFCs and HCFCs with a minimum 10mm thickness and a 120mm thickness and a 110kN/m<sup>2</sup> or 150kN/m<sup>2</sup> under heavily trafficked or plant supporting areas.

#### **2.2.3 Ninth Floor Terrace**

Generally, the roof build up of the level 9 terrace is similar to that in section 2.2.2. However, in addition there are concrete Conservation paving set on pedestals. There are also large areas of lawn to the East and West which have a Conservation kerb and a stainless steel upstand around their perimeter. An 8.5m long hardwood (FSC Iroko) bench runs along the edge of the cleaning cradle track on the West of the terrace.

### **2.3 Internal Finishes**

#### **2.3.1 Reception Areas**

##### **Floors**

The floors are of a natural stone which is co-ordinated with that used for the external areas of the scheme. The stone has a honed and sealed finish.

The reception is heated via underfloor and perimeter heating and there is an aluminium and coir contract quality entrance mat set well into the mat well.

##### **Reception Desk**

The desk is made from timber with some natural stone cladding and incorporates blind control switches, security controls and other monitoring facilities.

##### **The Walls**

The east wall has a reconstituted stone finish the south a timber louvre feature.

##### **Ceiling**

Plasterboard with zones of perforation for acoustic attenuation.

#### **2.3.2 Lift Lobbies**

#### Floors

Natural stone matches that within the reception area laid on a screeded substrate with a honed and sealed finish to all levels.

#### Walls

Back painted glass wall panels on ground and first floors. The walls to the lift lobbies above first floor have an emulsion painted finish on a dry lined substrate which finishes with a shadow gap detail at the skirting.

#### Ceilings

Suspended plasterboard with an emulsion painted finish and a central metal plank acoustic system to allow access to the ceiling void.

#### Skirtings

Natural stone, 150mm high matching the stone floor, flush with the wall.

#### Doors

Between the lift lobbies and office floor plates, 2,700mm high X 900mm wide glazed double doors with hardwood frames and fixed timber side panels. They are 30 minutes fire rated and smoke sealed.

### 2.3.3 *Passenger Lift Cars*

#### Floors

Natural Stone to match entrance floor bonded to proprietary substrate.

#### Walls

Coloured back glass, mirror and satin stainless steel with brushed stainless steel hand rails.

#### Skirtings

Satin stainless steel.

#### Doors

Satin stainless steel with 40mm architrave and hidden sill.

#### Ceilings

Satin stainless steel with recessed wall lighting.

### 2.3.4 *Landlord areas and circulation spaces*

#### Floors

600mm x 600mm contract quality carpet tile on suitably finished screed or raised floor.

#### Walls

Emulsion paint on a dry lined or block work substrate fixed back to concrete or block work with proprietary mf sections.

#### Ceilings

Suspended ceilings at least 2400mm above FFL in plasterboard or a modular perforated metal panel system, dependant on access arrangements.

#### Skirting

150mm high painted MDF flush fixed with shadow gap detail.

#### Doors

Full height assemblies with veneered over-panels as required, hard wood frames and solid core veneered door leaves. Ironmongery is of a high quality stainless steel finish. Vision panels are specifically designed and satisfy part M building regulations and DDA requirements as agreed with and interpreted by the Corporation of London's district surveyors.

### 2.3.5 Office Floors

#### Floors

Concrete slab with tamped finish and treated with two coats of sealant.

The post tensioned cable locations are marked on the structural concrete soffit.

#### Walls

Emulsion paint to dry lined substrate fixed back to concrete or block work with proprietary mf sections to core perimeters. Polyester powder coated aluminium spandrel panels below all mid-height transoms around floor plate perimeter.

#### Ceilings

A suspended modular perforate metal axa ceiling system with acoustic quilt backing at 2,700mm above FFL. The acoustic rating of the ceiling can be upgraded by replacing 9-12 mm plasterboard on top of the standard acoustic insulation. The ceiling system is the SAS system 330. Recessed low brightness luminaires incorporating return air path and self-contained inverter battery packs for emergency lighting.

Concealed 4 pipe fan coil units (air solid control), together with associated primary air supply duct work, secondary duct work and ceiling mounted linear or square faced diffusers, each unit incorporating integral addressable controller. Reference should be made to report 0223GA(E)909 for alternative low-energy servicing options.

Smoke detectors, sounders and warning beacons are surface mounted on suspended ceilings and arranged to provide L1 coverage complete with break glass units at Egress points.

## Raised Floors

Medium grade 600mmx600mm access floor creating a nominal 250mm floor void SSL to FFL. (Levels 1 and 2 have a nominal 300mm floor void SSL to FFL). Access floor system to be PSA MOB PF2 PS/SPU March 1992, BS EN 12825:2001 and NBS K41: April 1993 compliant.

## Small Power

Tenants' distribution within electrical risers. The landlord has provided a contribution in respect of floor boxes on the basis of one box per 10 sq m at a price of £75.00 per box.

## Sprinklers

Exposed fast response type sprinkler heads integrated within ceiling.

## Security

Is provided on all perimeter core doors to lift lobbies and escape/fire-fighting lobbies via proximity card readers and exit switches along with green break-glass units where required.

## Carpets

The landlord has provided a carpet allowance equivalent to £25 per sq m.

## Internal Blinds

Chain bead operated, contract quality roller blind with exposed circular base bar to all perimeter glazing on levels ground to eight inclusive. Provision in other areas shall match that already installed and shall include the top three floors of the atrium and form part of the tenant fit-out.

### 2.3.6 WC Areas

#### Walls

Walls are coloured-back, glass-panelled, except for those through the WC cubicles which conceal the WC cisterns, where there is a veneered finish to match the cubicles. Typically there is a floor to ceiling mirror in each washroom.

The walls between the WC cubicles are standardised prefabricated full height 'cubicle wall unit' with a veneered finish. The walls behind the basins are finished in a combination of colour backed glass panelling and mirror which runs the full length of the vanity units.

#### Ceilings

Suspended ceiling 2400mm above FFL, in plasterboard or modular perforate metal panel system depends on access requirements.

#### Floors

Natural stone flooring.

### **Skirting**

Stone, to match floor.

### **Doors**

The doors to the WC cubicles and disabled WCs are of a solid core construction with a veneered finish. Generally there is stainless steel ironmongery which matches that in the rest of the building. There are level handles, drop hinges and indicators. The width is compliant with DDA requirements.

### **Vanity Units**

Natural Stone vanity units with cantilevered support from the wall to take an under slung basin of white porcelain.

### **Sanitary Ware**

White porcelain WC pans fixed to the floor with concealed, button-operated, six-litre, twin-flush cisterns. Cantilevered white porcelain urinals with concealed cisterns. White porcelain under counter basins with high quality non spray mixer taps.

## **2.3.7 Staircases**

### **Floors**

Precast standardised stair units with half landings with carpets and appropriate nosings or Epoxy based floor paint with appropriate nosings dependant on the location.

### **Walls**

Emulsion paint to dry lined substrate fixed back to concrete or blockwork with proprietary mf sections or painted fair-faced concrete or blockwork below ground.

### **Skirtings**

150mm high painted and flush fixed with shadow gap detail where appropriate.

### **Hand Rail and Balustrade**

Painted steel balustrade with brushed stainless steel hand rail.

## **2.3.8 Plant Rooms and Risers**

### **Floors**

Water resistant sealed finish to a screaded substrate.

### **Walls**

Masonry paint to blockwork or concrete

### **Ceilings**

Masonry painted finish to concrete or self finished or insulated soffit

Doors

Fire rated solid core doors with a hardened frame and painted finish, fitted with locks. Minor access hatches are proprietary panels flush with the walls.

**2.3.9 Delivery Bay**

Floors

Slab laid to falls with cast-in drainage outlets, top coat of asphalt with painted markings and proprietary waterproof seal.

Walls

Fairfaced double-skin blockwork insulated cavity wall with windposts and emulsion painted finish. A 1.1m high concrete upstand is provided at the base of the blockwork walls which are vulnerable to damage. There is heavy duty protection to columns where required.

Ceilings

Rigid insulation with self finished cementitious board face fixed back to other side of concrete slab.

Gate

There is a folding gate to the loading bay complete with an access/pass gate and an access control barrier on the ramp.

Other

Wash down facilities are provided.

**2.3.10 Statutory Signage**

Statutory signage as required by the Building Control Officer is provided throughout the building.

**2.3.11 Basement Car Park**

Floors

Has a tamped finish with drainage points and painted markings. Concrete finish has a dust sealer and surface hardener. A 150mm upstand is formed, (ramped where access required) in order to contain any fuel spillages. Parking bays are clearly marked in white paint with disabled bays outlined and labelled in blue and positioned closest to access points. The light tamped concrete and road markings continue over the ramp area.

Walls

Masonry paint finish to blockwork around car park perimeter and car park ramp walls.

Masonry paint finish to blockwork elsewhere. Kerb to car park ramp.

#### Soffits

All soffits masonry paint finish or self-finished if insulated.

#### Columns

Exposed corners are chamfered. Columns have a masonry painted finish.

#### Fittings

Lighting in basement generally is bulkhead mounted fluorescent tube fittings, except in specific areas as noted above.

#### Car Park Barrier

Car park barrier at entry/exit point of ramp is electronic with centrally mounted drop down arms. Connected to security and BMS systems and covered by CCTV.

Car park entrance exit gate security is provided.

Security doors have integrated electronic security key pads connected to the security room. A BMS system is incorporated and the area covered by CCTV.

### 2.3.12 Basement Plant Rooms and Service Corridor

#### Floors

Epoxy paint finish on 'skip float' concrete.

#### Walls/Columns

All masonry paint finish to concrete or blockwork walls. Service corridors have rubber dado rail protection at 1.15m.

#### Soffits

Masonry paint finish

#### Fittings

Lighting in basement is generally bulkhead fittings, except in specific areas as noted above. Statutory and directional signage yet to be specified.

### 2.3.13 Basement Staircases, Landlord, Tenant Access Areas & Ancillary Rooms

#### Staircases

Basement stairs to all buildings formed in in-situ concrete. Treads, risers and landings are finished with epoxy based floor paint.

Staircase to Building 4/car park has treads and riser finish as above. Bicycles are wheeled down grooves at the side of the flight of stairs formed with concrete which allow free drainage and ease of movement. A proximity card access control system controlling a gated entry point operates at the head of the stairs to ensure the

security of the parking area and those using it.

#### 2.3.14 Ancillary Facilities

##### Waste Rooms

Designed according to BS 5906:1980

Walls to be finished to height of 1.15m with 2 part epoxy paint finish. Floors to be epoxy painted. Provided with a local hose point and drainage. Permanently ventilated at the top and bottom and be fitted with mechanical ventilation of not less than 3 air changes per hour operated intermittently with a 15 minute over run.

##### Staff Mess and Storage Rooms

Except cleaner and engineer stores: All walls to have a painted plaster finish with mdf skirtings primed.

##### Storage Rooms Painted

Ceilings to have self finished accessible ceiling tiles. Floor finish to be linoleum, bonded to suitably screeded substrate.

##### Cyclists' Facilities

Finishes generally within WC areas and cyclists' facilities to be as specified for WC areas in cores generally thought with ceramic tiled rather than stone floor finishes and vanity units in Corian or laminate rather than stone.

##### Showers

Specification of finishes to match those of the basement WCs.

### 2.4 External Works

#### 2.4.1 General

Pedestrian access from New Street Square is provided for after hours via pass doors with proximity card or video entry facilities.

A barriered, electrically operated, vehicular entry, via 2 New Street Square, providing car park access is located off Bartlett Court. The pedestrian entrance to the car park is located in 4 New Street Square.

In respect of the Main Lease, 7 car, 22 motorcycle and 64 bicycle spaces are allocated to the Tenant. The 8<sup>th</sup> floor lease has 1 car, 5 motorcycle and 14 bicycle spaces allocated to the Tenant. The 9<sup>th</sup> floor lease has 3 motorcycle and 8 bicycle spaces allocated to the Tenant. The 10<sup>th</sup> floor lease has 2 motorcycle and 8 bicycle spaces allocated to the Tenant. The 11<sup>th</sup> floor lease has 2 motorcycle and 7 bicycle spaces allocated to the Tenant. The Tenant under the Main lease has the exclusive right to park no more than one motor vehicle in the disabled space within that part of the Estate Common areas in the basement designated as a car park. In addition under the Tenant's other leases the tenant has the right to park not more than two motor vehicles in the shared disabled spaces within that part of the Estate Common Area designated as such by the landlord on a first come first served basis.

An estate wide CCTV system is provided by the landlord covering public realm space surrounding the buildings on the New Street Square scheme. The images from this system can be logged into by tenants via the landlord's system. There is also landlord CCTV coverage of the reception area, loading bay and car park.

#### 2.4.2 Paving

Generally, the pavement around the development is finished in natural Yorkstone, with granite kerbs. The pedestrian area forming the centre of New Street Square and the access alleyways are finished in a natural stone with a non-slip finish.

#### 2.4.3 Soft Landscaping

A number of mature trees and semi-mature trees are planted in the square and to the south-east corner of the building along with a single tree at the north-west corner of the building.

#### 2.4.4 External Lighting

Feature lighting:

There are downlights along the north and east elevations which illuminate these routes into the square and downlights in the reception which illuminate the precast wall.

Emergency lighting:

At roof levels escape doors and routes and ground level above recessed fire escape doors.

### 3 Building Maintenance

#### 3.1 Window Cleaning

Each building has a 2-man external cleaning cradle suspended from a full powered, track mounted BMU, sized to allow access to all parts of the façade. All cradles have access to the requisite power and water supplies for full cleaning, inspection and access to the building façades (cleaning regime to suit the cladding materials and client requirements). Restraint points are provided at level 9 around the building where required.

#### 3.2 Internal Cleaning

Cleaners' cupboards are provided on each floor within the main core; they contain a cleaners' sink with hot and cold water supply.

#### 3.3 Compactor

Power and water points are provided for a compactor located within the delivery bay at ground level.

#### 3.4 Maintenance

Cleaning cradles allow access for inspections of the façade for condition surveys. Replacement of any element with a shorter lifespan will take place from cradles. Maintenance regime dependant on element. Element lifespan fully documented in the cladding specification.

Cleaning and maintenance with fixed access equipment has been validated and developed with specialists and maintenance plant manufacturers.

### **3.5 Repair**

Should any glazing/cladding unit require replacement, the cleaning cradles will allow access.

Temporary lifting beams can be secured at roof level.

Low level (up to, say, fourth floor) can be accessed from mobile access/lifting equipment.

### **3.6 Replacement**

It is envisaged that cladding to the building(s) would be fully replaced in the reverse order to how it were erected. Partial replacement of some cladding element is possible (eg glazing). Temporary craneage facilities would be required as well as edge protection. The unitised aspect of each component and its dry joints allows for easy replacement for most cladding elements.

## **4 Acoustic Performance**

### **4.1 General**

All designs, works, materials, installations and tolerances are to be fully in accordance with the following.

- British Standard BS8233:1999 "Sound insulation and noise reduction for buildings – Code of Practice". N.B. Where this standard gives 'Good' and 'Reasonable' criteria the 'Good' criteria shall be considered to apply.
- British Council for Offices guidance.
- CIBSE Guides issued by the Chartered Institution of Building Services Engineers.
- Planning Conditions and other requirements of Local Authority.
- Statutory noise nuisance legislation.
- Other relevant British Standards and Codes of Practice.

### **4.2 Atmospheric Noise Emissions**

#### **4.2.1 General**

Atmospheric noise emissions are controlled to The Corporation of London's requirements, which are as follows:

"In order that the currently prevailing background noise levels are not significantly elevated, the total noise due to all items of building service plant should be designed to a level 5dBA below the currently prevailing lowest LA90 noise level (during the period plant is to be operational)"

#### **4.2.2 Plant Noise and Vibration Transfer to Internal Areas**

Noise and vibration transfer from mechanical services plant are controlled such that:

- a) Noise transfer to other areas does not exceed the following Noise Rating (NR) levels when measured with a precision grade sound level meter.

Criteria for Plant Noise Transfer to Internal Areas	
Area	Noise Criterion

	Vibration Systems Screening	Ambient Screening
Offices	NR38	NR33
Circulation Areas	NR40	NR35
Toilets	NR45	NR40
Atria	NR45	NR40
Retail	NR40	NR35
Car Park & Service Yard	NR55	NR50
Plant Rooms	To suit adjacent areas	

"NR" refers to Noise Rating curves as defined in ISO R 1996.

- b) Vibration transfer to internal areas does not exceed Curve I as defined in British Standard BS 6472: 1992 "Guide to Evaluation of Human Exposure to Vibration in Buildings (1Hz to 80 Hz).

In the case of any standby generators, these shall be designed so as not to exceed NR45 in the worst affected office areas.

In the case of smoke extract systems these shall be designed so as not to exceed 60dBA, or as required to ensure adequate audibility of the fire alarm, whichever is less onerous.

#### 4.2.3 Glazing Cleaning System

Any cleaning system is designed to ensure noise and/or vibration transfer to occupied areas from vibration associated with the movement of the cleaning cradle, in particular the wheel/track system, does not exceed either the internal building services noise criterion when measured in terms of the Lmax(fast) noise parameter or Curve 1 as defined in British Standard BS6472:1992 "Guide to Evaluation of Human Exposure to Vibration in Buildings (1Hz to 80 Hz).

#### 4.2.4 External Noise Intrusion

External (i.e. road traffic) noise intrusion is controlled such that the Leg noise levels do not exceed a Noise Rating of NR35 in the completed and occupied office areas and NR45 in retail areas. The octave band values corresponding to NR35 and TNR45 are as follows:

Sound Pressure Level (db) at Octave Band Centre Frequency (Hz)								
	63	125	250	500	1k	2k	4k	8k
NR 35	63	52	45	39	35	32	30	28
TNR 45	71	61	54	49	45	42	40	38

The various elements of the external retail and office facades are designed so as to maintain the above internal noise criteria.

## 5 BUILDING SERVICES OUTLINE SPECIFICATION

## 5.1 MECHANICAL SERVICES

### 5.1.1 *Mechanical Engineering Services*

Natural Gas  
Heating Systems  
Chilled Water Systems  
Ventilation Systems  
Air Conditioning Systems  
Automatic Control Systems  
Fire Services  
Sprinklers, Dry Risers

Public Health Services  
Cold Water Services  
Portable Water Systems  
Hot Water Services  
Sanitary Drainage  
Rainwater Drainage

### 5.1.2 *General*

The basement plant areas house incoming utility services, transformers and electrical switchgear, centralised boiler plant and office and basement ventilation plant.

Other main plant will be located within a screened compound situated at roof level. This will include centralised liquid chillers and office and toilet ventilation provided by the centralised air handling units at roof and basement level.

The base Category A air conditioning solution will be a 4-pipe fan coil unit system. The building is designed to allow alternative fit out solutions to be adopted, at the tenant's request and at additional cost for the necessary adaptation to the services installation.

Fan coils will be of the chassis, recess-mounted, airside control type. Each unit (including those serving internal areas) will be complete with intake filter supply fan chilled water cooling coil, LTHW heating coil, condensate drain pan and drain connection, discharge plenum "octopus" box, dedicated fixed-function addressable controller; airside control damper actuator, return air temperature sensor (mounted directly in an aspiration tube, fitted to the intake section of the unit), fan speed adjustment switch and airflow differential pressure switch.

The layout of fan coils/terminal units will be coordinated with the structural grid of the building and arranged to suit the potential future partitioning, the planning grid and façade fenestration. On-floor services control zones will be configured to allow a minimum of 1 terminal unit, per 6m wide zone around the perimeter (external and atrium), with the ability to increase the perimeter density to 1 terminal unit per 3m wide zone. Perimeter control zones will typically extend 4.5m in from the perimeter of the building, equating to a terminal unit density of 1 unit per 27m<sup>2</sup>. Within internal areas, control zones will nominally equate to 1 terminal unit per 36m<sup>2</sup>.

Primary air from the centralised AHU plant will be ducted directly to each unit. For ease of commissioning and to ensure even air distribution, the final connection to each terminal unit will be fitted with a constant volume regulating device.

Conditioned supply air will be introduced into the occupied area via ceiling mounted diffusers. Perimeter air supply will be via 3-slot linear diffusers, with one slot directed

towards the glazing and the other 2 slots directed towards the space. Internal areas will be served via 4 slot linear diffusers, set into planked ceiling tiles.

The return air path from the occupied zone will be via return air slots provided on either side of each light fitting. Air handling light fittings will be supplemented by perimeter return air slots, which will be formed within the raised section of ceiling at the perimeter and around the atriums.

Vitiated air will be drawn from the ceiling void via the primary air extract spigots.

On-floor primary air and water distribution routes will be arranged to conform generally with potential future tenancy splits. Typically, each tenancy be serviced by pipework extended from dedicated risers within the demise, or common risers/ plate heat exchangers situated within Landlord's areas.

#### 5.1.3 General Provision and Design Criteria

Generally each riser is sized to serve a third of the building. For a multiple tenant installation where the tenancy line increases the area served by a single riser, the tenant shall undertake a detailed study of the effects on services.

Access to service via the plasterboard margin will be minimised by moving fire dampers further into the office space and fire rating ductwork where necessary.

##### Critical Dimensions

Ceiling Lighting Zone (inc. tile)	100mm
Raised floor zone	250mm minimum including tile thickness on typical office floors, increasing to 300mm on 1 <sup>st</sup> and 2 <sup>nd</sup> floors.
Floor to ceiling height	1 & 2 floors 3,040mm All other floors 2,700mm
Ceiling service zone	435mm
Flexibility	Partitioning planning grid at 1.5m centres. Terminal units spaced at 6.0m max centres x 4.5m deep. Max internal zone of 36m <sup>2</sup>

#### 5.1.4 Outside Air Capacity

The AHU's will be sized to deliver a total supply volume of 20 litres/s/person of supply air, at an occupancy density of 1 person per 10m<sup>2</sup>, of which a minimum of 16 litres/s/person will be outside air and the remainder re-circulated air. This is to provide tenant's with the flexibility to enhance the air supply rate to densely occupied areas of the floors, such as meeting rooms, and to facility alternative air conditioning fit out options e.g. chilled beams. Additionally, the plant and ductwork risers will be sized to allow the air supply rate to the 1<sup>st</sup> and 2<sup>nd</sup> floors to be enhanced, to support an occupancy density of 1 person per 7m<sup>2</sup>.

#### 5.1.5 Cooling Capacity

The chilled water risers and typical on-floor chilled water plate heat exchangers serving the office floor plates will be sized on the basis of the following loads:

- 25W/m<sup>2</sup> Equipment load
- 10W/m<sup>2</sup> Tenant supplement small power load
- 12W/m<sup>2</sup> Lighting
- Occupation density of 1 person per 10m<sup>2</sup> (90W/m<sup>2</sup> sensible 50W/m<sup>2</sup> latent)

On the 1<sup>st</sup> and 2<sup>nd</sup> floors, the chilled water riser and on-floor plate heat exchangers will be sized on the basis of the following enhanced loads:

- 25W/m<sup>2</sup> Equipment load
- 75W/m<sup>2</sup> Tenant supplement small power load (65 W/m<sup>2</sup> of which is to be derived from tenant's own supplementary chillers)
- 12W/m<sup>2</sup> Lighting
- Occupation density of 1 person per 7m<sup>2</sup> (90W/m<sup>2</sup> sensible 50W/m<sup>2</sup> latent)

On typical office floors, capped off connections will be provided on the Category "A" distribution pipework, to allow for the retrofitting of additional FCUs, to suit office cellularisation.

Chilled water temperatures under consideration for cooling circuits are listed below:

- Primary chilled water: 6/12°C
- Fan coil circuit: 10/14°C
- Chilled beam/ceiling: 14/17°C (tenant option)

The small power cooling capacity allowed within the central cooling plant will be diversified by a factor of 0.85 of the maximum small power load of the office floor plates (e.g. Total small power cooling allowance built into Landlord's chillers will be 30W/m<sup>2</sup>)

#### 5.1.6 Building Management System (BMS)

A BMS is provided to monitor and control the major functions of the Building Services. The BMS can service a range of landlord and tenant items of plant including indication of the operating status of incoming services. Motor control centres are provided at roof level and in the Basement plant areas.

BMS outstations are of the stand alone micro processors based intelligent type.

The BMS includes facilities for:

- i) Time scheduling
- ii) Optimum and time clock start/stop
- iii) Facility to shut off air conditioning on a notional tenancy basis via keyboard/program
- iv) Temperature monitoring and reset
- v) Monitoring of fault and level alarms
- vi) Status monitoring

The BMS facilities are designed so that they can be expanded by the tenant to include:

- i) Trend logging/historical data functions
- ii) Energy usage monitoring
- iii) Maintenance scheduling
- iv) Load shedding
- v) Tenant billing

The BMS central station, providing central access and data retrieval, is located in a local building management control room in Building B at Basement level. A supplementary alarms printer can be located in the security office, if required.

The BMS is provided with a screen and modem facility to enable all alarms to be set up and prioritised at completion of the shell and core contract. The individual outstations are designed to have a notional 25% spare capacity.

#### 5.1.7 *Fire Protection*

Dry risers are provided within the fire fighting shafts in the relevant cores. LFCDA inlet points are provided at ground floor level. Outlets are located at all levels of the building including the roof[s], and basement.

The building is provided with sprinkler protection generally in accordance with Fire Office Committee and Loss Prevention Council Rules. The sprinkler installation is designed on the basis of the following classification:

Offices	OH Group III
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Plant areas, storage and car park (Basement)	OH Group III
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Sprinkler water storage is accommodated at basement level.

#### 5.1.8 *Sanitary Drainage and Vent System*

A complete system and sanitary drains and vent piping is connected to all sanitary appliances, mechanical equipment and floor gullies. The system is a gravity system discharging to the local authority sewer system.

Sanitary drains below the local authority sewer system are collected and pumped by a packaged sewage pumping station into the gravity drainage system.

Drainage connections are available at each level for the future tea/kitchenette facilities.

#### 5.1.9 *Surface Water Collection System*

Roof areas are drained via a gravity rainwater system which discharges into the local authority sewer. Surface water below street level is collected and discharged by sump pumps into the gravity drainage system at high level basement floor.

Surface water from the ramp and loading bay passes through the car park interceptor before being pumped up into gravity drainage system.

### **5.1.10 Domestic Cold Drinking Water System**

The building has a metered incoming water service and separate water storage tanks for potable supplies at basement level.

Capped off services are provided in the all cores to enable tea rooms, kitchenettes or vending machines to be installed by tenants.

### **5.1.11 Hot Water System**

Hot water is provided by local instantaneous electric calorifiers located adjacent to the toilets. Pipework from the calorifiers to the hot water taps is trace heated where necessary.

### **5.1.12 Gas System**

A metered gas service is provided and serves the boiler plant. Valved connections are provided within the gas meter room for possible connection to a future kitchen.

### **5.1.13 Access and Maintenance**

Access to services in ceiling voids will be by means of removable ceiling tiles or access panels. Plant will be removed from the Basement via the goods lift, or plant access hatches. Normal escorted access for EDF personnel is via the adjacent core.

## **5.2 ELECTRICAL SERVICES**

### **5.2.1 Electrical Engineering Services**

Electrical Supply  
Communications  
HV Distribution  
LV Distribution  
Statutory Standby Electrical Supplies  
Lighting Installation  
Small Power  
Fire Alarm Installation  
Security Installation  
Lightning Protection  
Communications Systems Infrastructure  
Earthing and Bonding  
Vertical Transportation  
External Lighting Including Façade Lighting

### **5.2.2 Lighting**

General office lighting will be provided by fully recessed, energy efficient air handling, linear fluorescent luminaires arranged in a linear array to suit the suspended planked ceiling layout. Each luminaire will consist of single 900mm, 21W, T5 lamps and high frequency dimmable control gear.

The luminaires will be provided with return air slots which will be configured to prevent cooling and colour shift and be sized to pass 40l/sec of air; at a pressure differential of no greater than 5Pa. Compact fluorescent luminaires will be provided at core perimeters and external perimeters to supplement the linear lighting and to maintain uniformity levels.

Office lighting will be designed to achieve 400lux at the working plane, with 80% uniformity, avoidance of wide contrast between illuminance of working plane and vertical surfaces/ceiling, assuming reflectance's of:

- Ceiling 70%
- Walls 50%
- Floor (raised) 20%

At a maintenance factor of 0.85

The scheme will incorporate provision for conformity with the requirements of LG3.

A lighting control system will be provided, consisting of an operators control terminal PC, linked to area control modules, which in turn will be linked to the local lighting control modules. Generally, the area control modules are located within the electrical riser cupboards and the lighting control modules located within the ceiling void. The Category "A" lighting control system will incorporate light sensors to facilitate maintenance and day light compensation dimming and will allow future tenants the flexibility to install additional lighting control components, such as movement sensors and intelligent light switches etc. Generally, only 75% of the sockets on each lighting connection modules are to be used by the Category "A" scheme.

Switches will be provided at entrances to office floors to allow the system to be commissioned. The tenant may adapt the Category "A" installation by relocating or adding luminaires, lighting controls, emergency lighting and lighting control modules to suit cellular offices, or other lighting arrangements and to increase the % ratio of light on the work plan to ceiling if required. The lighting scheme will be designed with consideration to the lighting levels achieved on walls and ceilings, as required by CIBSE Lighting Guide 7 – 2005. The base build scheme is intended to achieve a maintained illuminance of 400lux average over the work plane for an open plan arrangement, at a uniformity of 0.8.

Emergency lighting will consist of the general office luminaires incorporating inverter battery packs to provide a maintained, self contained emergency lighting installation. All battery packs will be rated for a minimum of 3 hours autonomy. The emergency lighting system will be designed to comply with British Standard BS5266.

#### **5.2.3 Small Power**

On-floor small power distribution will not be provided in the office area raised floor voids. This will be provided by the tenant, as part of his Category "B" fit-out, including cleaners and maintenance sockets, which are to be connected to tenants distribution boards.

The small power allowance for tenant areas is 25W/m<sup>2</sup> plus 20W/m<sup>2</sup> supplementary.

#### **5.2.4 Fire Detection and Alarm**

A fire detection and alarm installation compliant with BS 5839: 2002 Type LI will be provided to suit an open plan office arrangement. The main panels and amplifiers of the fire and voice alarm system will be sized to cope with typical cellular arrangements.

Phased evacuation will be on a floor by floor basis, via the voice alarm system.

The main fire alarm panel will be located within the Fire Control Room of the building. Fire alarm repeater panels will also be provided at the main entrance/reception position of the building within the ground floor Security Room and the Estates.

#### *5.2.5 Building Electrical Supplies and Main Distribution*

The building's electrical 11,000 volt service is routed from the EDF switchgear to transformers and low voltage switchgear which service the building. The building switchrooms are located at basement level. The low voltage switchgear comprises fuse switches, moulded case circuit breakers, etc., designed to afford the necessary protection to the sub-main distribution.

Space provision is made in the tenants storage/plant areas to enable the connection of additional standby generators by tenants. Space for future Power factor correction equipment is available for the tenant. The distribution system has provision for essential and non-essential supplies.

Space is available in the tenants storage/plant areas at basement level for the installation of central UPS equipment to be provided by the tenants.

#### *5.2.6 Sub-Main Distribution*

Electrical services for each floor are supplied from a rising busbar distribution system. Each floor is provided with multiple three phase and neutral tap off points located within the riser cupboards.

Distribution boards are provided and incorporate miniature circuit breakers for landlords lighting and power circuit protection. The tenants boards are structured for essential and non-essential distribution circuits.

The rising busbar system enables the power capacity to be supplemented on each floor within pre-set limits to facilitate the installation of future plant or uninterruptible power supply systems.

#### *5.2.7 Sub-Circuit Distribution*

Separate sub-circuits are provided to common parts, i.e. staircases, entrance halls, plant rooms etc., for the landlords distribution systems.

Wiring to sub-circuits are carried out utilising LSF cables enclosed in cable trunking and conduits.

#### *5.2.8 Electricity Sub-Metering*

Space provision is made to allow for future sub-metering of tenants supplies.

#### *5.2.9 Standby Generation*

The landlord's generator supports all key fire and life safety plant and equipment, including sprinkler pumps, fire fighting lifts and smoke extract fans. It is located at ground level together with oil storage sufficient for 48 hours full load running. There is an oil fill point at ground level.

Space is allocated at basement level for additional tenants standby generation.

The electrical system is designed to allow tenants' generators to be stand alone from the landlord's generator.

### *5.2.10 Lighting Installations*

Modular light fittings incorporating high frequency control gear are to be installed as part of the tenants Category A works in the office areas.

Switching facilities are to be provided with the tenants cat A lighting installation which will be controlled by the lighting control system.

### *5.2.11 Emergency Lighting*

Within the staircases selected luminaires are arranged with battery packs and inverters to maintain operation of the standard fluorescent lamps in supply failure conditions, all in accordance with BS 5266.

Within the plant rooms self-contained emergency lighting units complete with battery are installed. Essential testing facilities for the emergency lighting are provided.

### *5.2.12 Telecom/Data Wiring Facilities*

The tenant will procure incoming services or diverse routed services the into communications rooms and provide containment to distribute the incoming supplies as required.

If required the tenant can ensure dedicated diverse routes using the tenants electrical risers and future risers. By permission backbone fibres may be routed within the landlord electrical riser to suit multiple tenancy arrangements.

It is the tenant's responsibility to provide all telecommunications wiring and for arranging, via a telecommunications company, their own external connections into their networks.

Additionally, wiring routes are provided within the risers for future provision by tenants, for TV aerial or satellite systems.

Containment will be provided within the tenants' electrical riser for minimal rising data. The tenant is to provide additional containment, using the tenants future risers as necessary. The tenant will provide cable tray from the incoming communications rooms as necessary to their risers/future risers/comms room/ plant space as required.

### *5.2.13 Fire Alarm Systems*

A fire alarm system is installed throughout, to the requirements of BS 5839: Part BS 5558, LFCDA guides.

Generally, the system comprises of break glass contacts, sounders, with supplementary smoke and heat detectors within escape routes and high risk areas, controlled from a multi-zone panel.

In office areas facilities are available for voice alarm and emergency message annunciation. The fire alarm system provides for phased evacuation and a dedicated telephone system for use by the Fire Brigade.

#### **5.2.14 UPS**

UPS space is identified at basement level, where a UPS could be installed by the tenant.

#### **5.2.15 Lightning Protection**

Lightning protection is provided in accordance with the requirements of BS 6651: 1992 and comprises of perimeter tapes at roof level, bonded to the steel work at high level. Anti-surge devices are incorporated into the electrical distribution system designed to protect electrical equipment from lightning strikes.

#### **5.2.16 Security Installations**

Wireway provision is made to allow the installations of access control, intruder alarms and CCTV.

A base build security and access control system is provided.

Incoming electrical supply will be via an EDF-owned HV substation, situated within the basement, distributing to two landlord owned transformers. A separate EDF-owned substation will provide LV supplies to the Retail Units.

## 6 GENERAL PROVISION AND DESIGN CRITERIA

Design Parameter	Design Criteria	
Temperature External Conditions: Internal Conditions General Offices: Toilets: Stairs (circulation): Stairs (escape): Reception, lift lobbies: Plant Rooms:	Winter Sat  22°C +/- 2°C 18°C minimum 18°C minimum 18°C minimum 18°C minimum 18°C minimum 12°C minimum	Summer Db/21°C  22°C +/- 2°C (fancoil) Uncontrolled 26°C maximum 26°C maximum 26°C maximum 26°C maximum Uncontrolled
Humidity		35 – 55%
Occupancy Density:	Office: Means of escape:	1 person/10m <sup>2</sup> net 1 person/6m <sup>2</sup> net
Outside Air/(Total Supply Air)	Offices	1.61/s per m <sup>2</sup> / (2.01/sec per m <sup>2</sup> )
Air Movement	Limited between 0.15 to 0.25m/a within the office occupied zone	
Comfort criteria	PPD>10%	
Infiltration	0.5 ACR (Winter) 0.25 ACR (Summer)	
Air Leakage	Whole completed fabric to be constructed to allow no more than 5m <sup>3</sup> /hr m <sup>2</sup> of infiltration through the envelope, at a maintained differential pressure of 50Pa.	
Noise General Open Plan Offices Reception Toilets, Stairs External Services Noise	NR 38 NR 42 NR 45 To suite Planning Constraints (Typically not to exceed 5dBA below ambient sound level).	
Cooling	Shell & Core	Supplementary Allowance
At Terminal Unit Lighting Gains: Equipment Gains: Occupancy Density:	12W/m <sup>2</sup> 25W/m <sup>2</sup> 1 person per 10m <sup>2</sup>	
At Central Chiller Plant Lighting Gains: Equipment Gains: Occupancy Density: Fabric Total Heat Gain:	12W/m <sup>2</sup> 35W/m <sup>2</sup> x 0.85 Diversity Factor 1 person per 10m <sup>2</sup> (1 person per 10m <sup>2</sup> = 9W/m <sup>2</sup> sensible 4W/m <sup>2</sup> latent)	Performance criteria provided which restricts heat gains to 110 W/m <sup>2</sup> to enable passive A/C systems to be considered.
Outside Air Capacity	The AHU's are sized to deliver a total supply volume of 20litres/s/person of air supply at an occupancy density of 1 person per 10 sq m, of which a minimum of 16 litres/s/person will be outside air and the remainder re-circulated air. Additionally, the plant and duct work risers are sized to allow the air supply rate of	

	the first and second floors to be enhanced to support an occupancy tenancy of 1 person per 7 sq m.	
Cooling Capacity	<p>The chilled water risers and typical on floor chilled water plate heat exchanges serving the office floor plates are sized on the basis of the following loads.</p> <ul style="list-style-type: none"> <li>• 25W/m<sup>2</sup> equipment load</li> <li>• 10W/m<sup>2</sup> tenant supplement small power load</li> <li>• 12W/m<sup>2</sup> lighting</li> <li>• Occupation density of 1 person per 10 sq m (90W/m<sup>2</sup> sensible, 50W/m<sup>2</sup> latent).</li> </ul> <p>On the first and second floors to shell and core water risers and on floor plate heat exchanges are sized on the basis of the following enhanced loads.</p> <ul style="list-style-type: none"> <li>• 25W/m<sup>2</sup> equipment load.</li> <li>• 75W/m<sup>2</sup> tenant supplement small power load (65W/m<sup>2</sup> of which we didn't arrive from a tenants own supplementary chillers)</li> <li>• 12W/m<sup>2</sup> lighting</li> <li>• Occupation density of 1 person per 7 sq m (90W/m<sup>2</sup> service floor 50W/m<sup>2</sup> vacant).</li> </ul>	
Public Health – Soil and Rainwater Drainage Rainwater Drainage  Soil and Waste drainage	<p>Rainfall density – 108mm/hour</p> <p>In accordance with BSEN 12056</p> <p>Toilet density as BS 6465. Table 4</p> <p>Storage of sewage to comply with revised part H.</p>	
Toilet Provision	Base Build	Supplementary Allowance
	1 person per 12m <sup>2</sup> net, 60:60% ratio male/female.	1 person per 7m <sup>2</sup> net, 80:40% ratio male/female (extendable by tenant on 1 <sup>st</sup> and 2 <sup>nd</sup> floors).
Hot and Cold Water Supplies		
Portable Water Storage	<p>Storage based on 15 litres/person/day, (includes future catering allowance), split over two identically sized tanks. Temperature of water to be kept below 20°C.</p>	
Hot Water Storage	<p>Storage temperature 60°C</p> <p>Distribution 55°C</p>	
Internal tenant Electrical Loads	Base Build	Supplementary Allowance
Small power at desk (offices)	25W/m <sup>2</sup>	20W/m <sup>2</sup>
Small power at desk (Trading)	80W/m <sup>2</sup>	20W/m <sup>2</sup>
Lighting	12W/m <sup>2</sup>	
Tenant HVAC allowance (offices)	60W/m <sup>2</sup>	

Tenant HVAC allowance (Trading)	100W/m <sup>2</sup>	
Incoming Electrical Supply MV Power Distribution	100% base design load (includes potential Trading floor loads)	
Power Transformers	100% base design load (includes potential Trading floor loads).	
LV Power Distribution	Supplied from two separate incoming HV feeds. Space allowance for additional transformers, to improve resilience. 100% design load for shell & core areas.	

## 7 DRAWINGS

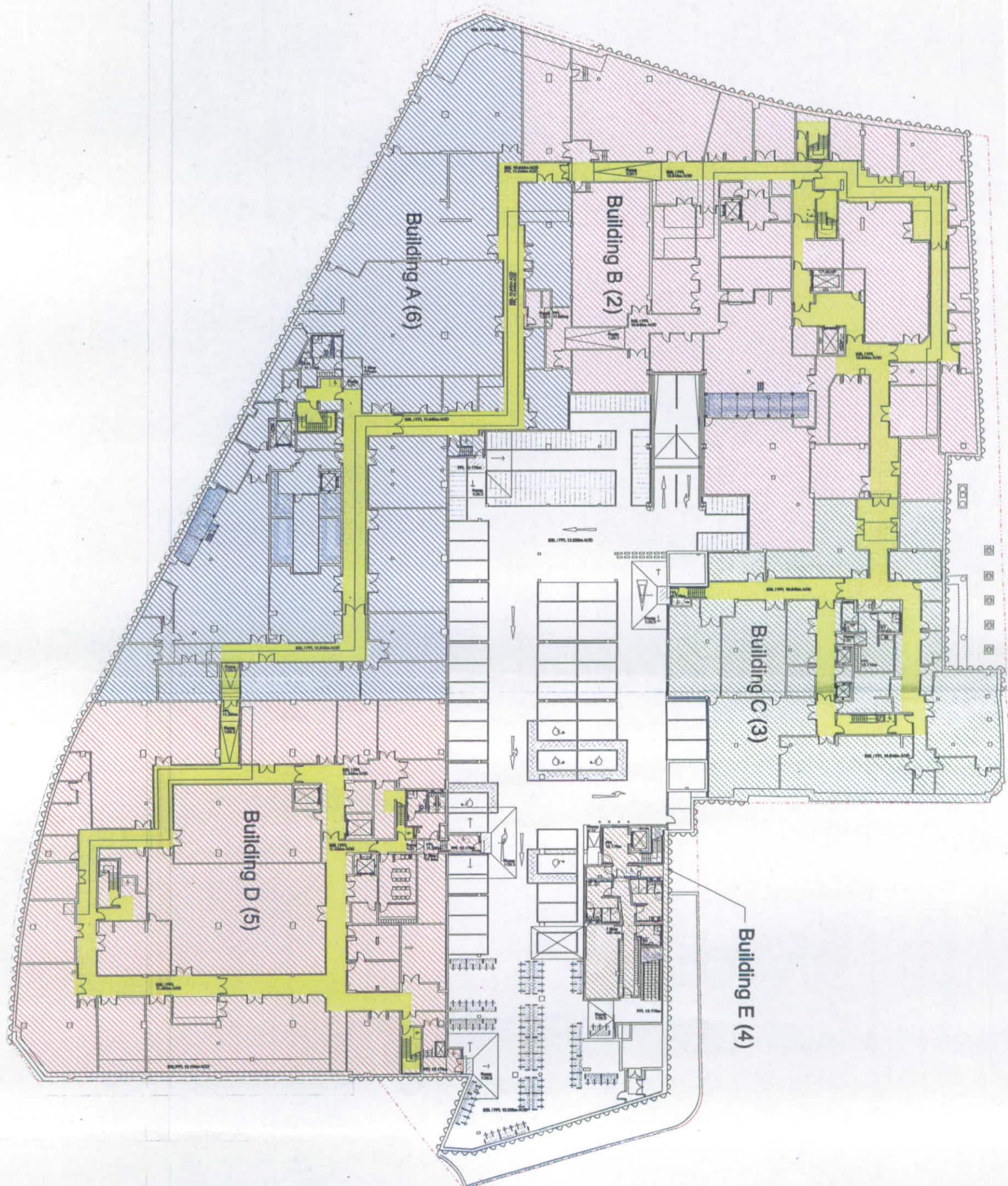
General Arrangements

Plans Showing Enhanced Floor Loadings

Floor to Floor Section



PLAN



**New Street Square**  
The City of London Real  
Property Company Limited  
Drawing Title  
Estate Drawing  
Basement Floor  
Drawing Number  
0223GA(SP)055  
Scale @A3  
1:500  
Draughtsman  
030305  
Revision  
F  
Revision Date  
Project No.: 0223

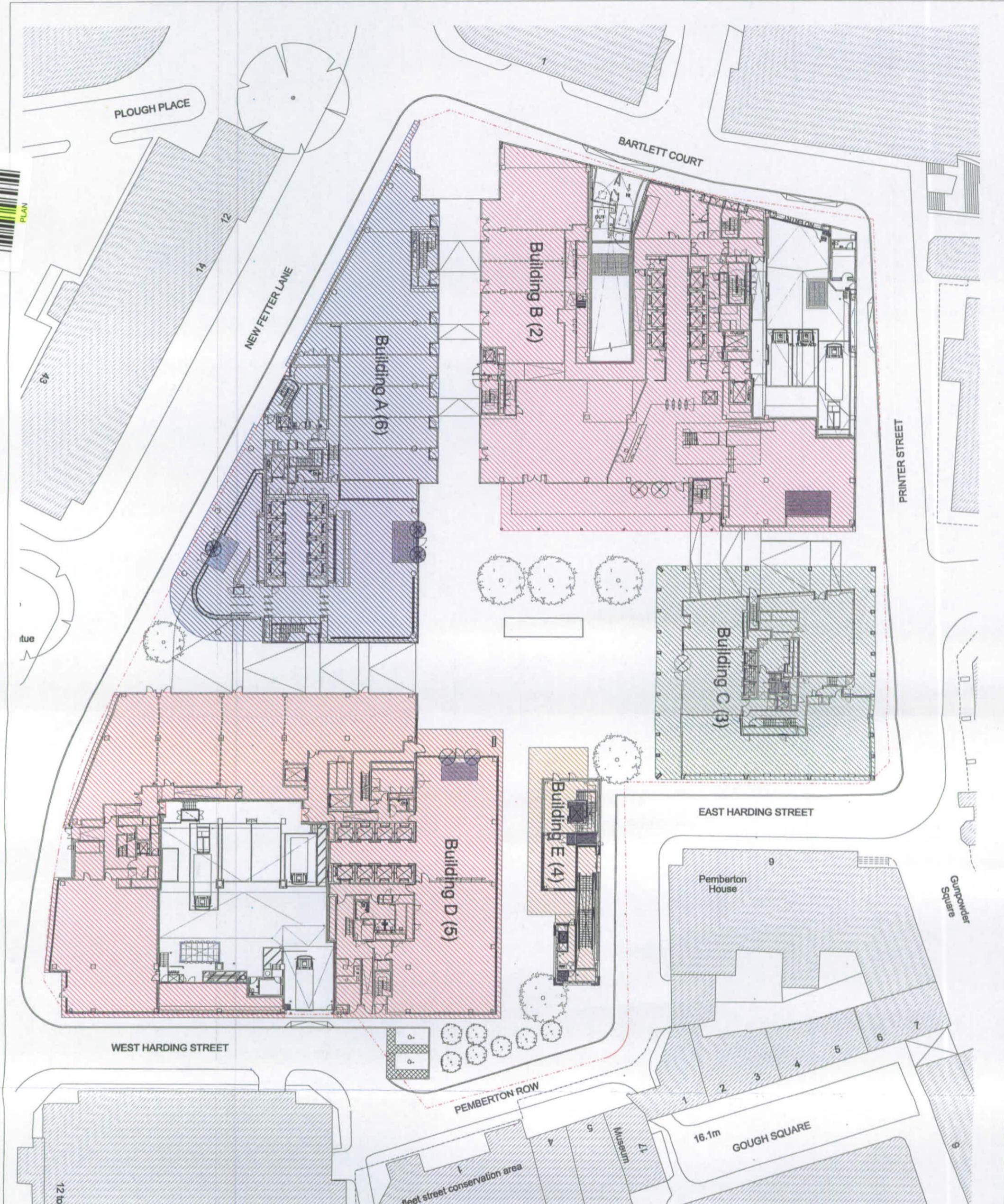
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E mail@bennettsassociates.com

- Building A (6)
- Building B (2)
- Building C (3)
- Building D (5)
- Building E (4)
- Fire Escape Routes

## Notes:

This floor plan illustrates the site boundaries. The site boundary has been defined by a new planning application (Planning Ref. 02/0025).

Revolution:  
A 110000 Inserted for Information  
B 110000 Inserted for Information  
C 070000 Inserted for Information  
D 070000 Inserted for Information  
E 200000 Amended to reflect Report of Survey  
F 200000 Fire escape routes renumbered  
G 070000 Building E original  
H 070000 Building E updated  
I 070000 Fire escape routes updated  
J 070000 Fire escape routes updated  
K 070000 Fire escape routes updated  
L 070000 Fire escape routes updated  
M 070000 Fire escape routes updated  
N 070000 Fire escape routes updated  
O 070000 Fire escape routes updated  
P 070000 Fire escape routes updated  
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V 070000 Fire escape routes updated  
W 070000 Fire escape routes updated  
X 070000 Fire escape routes updated  
Y 070000 Fire escape routes updated  
Z 070000 Fire escape routes updated



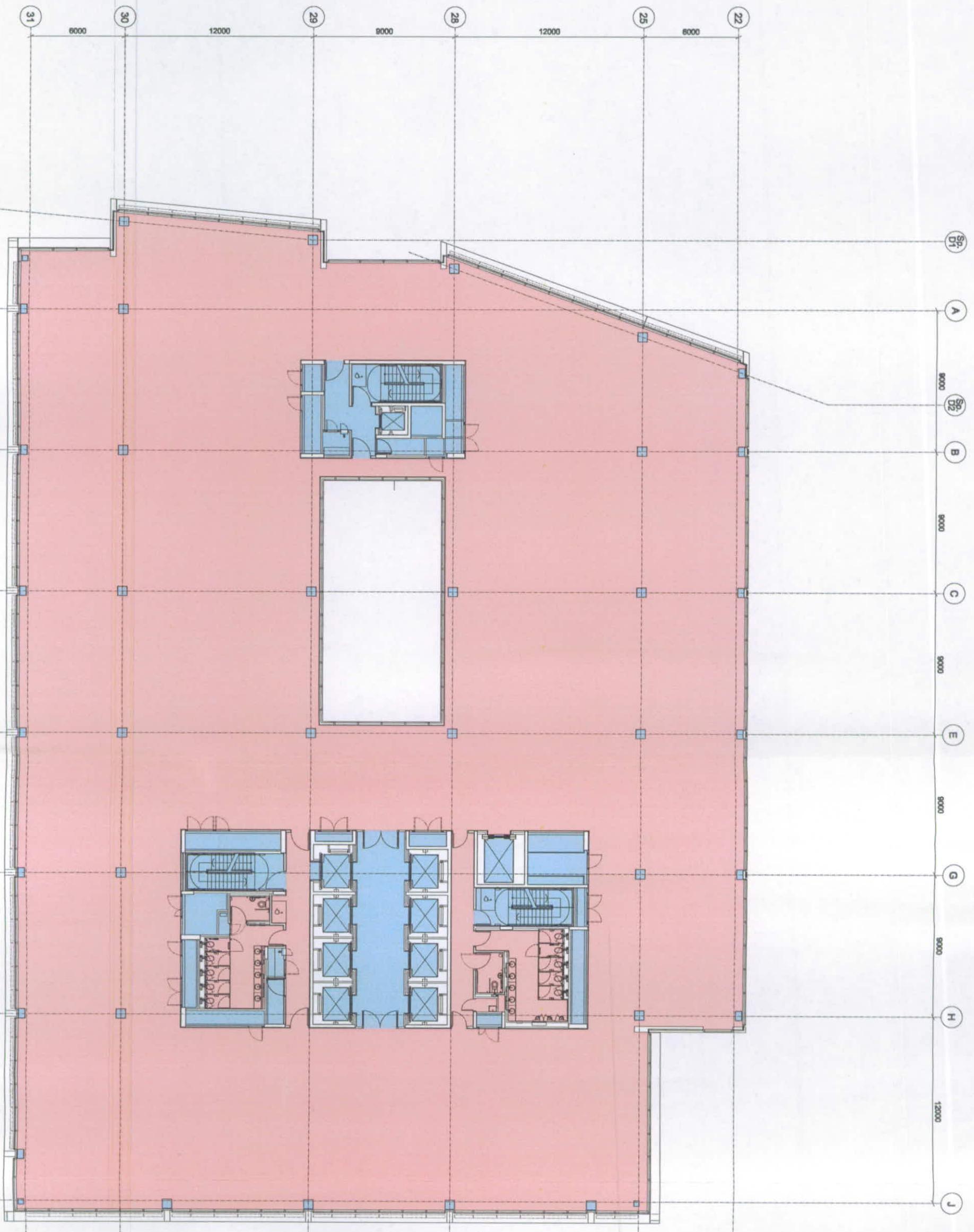
Project	New Street Square	Project No.: 0223
The City of London Real Property Company Limited	I Ramsbury Place London EC1V 7NL T +44 (0)20 7520 3100 F +44 (0)20 7520 3133 E mail@bennettsassociates.com	
Drawing Title	Estate Drawing	
Ground Floor		
Drawing Number	0223GA(SP)056	Revision
Scale @ A3	1 : 500	F
Drawn	03/03/05	Revised Date
Checked	06/09/06	

Legend:

- A 11/2006 Intended for Information
- B 11/2006 Intended for Information
- C 11/2006 Construction in Progress
- D 11/2006 Construction in Progress
- E 11/2006 Construction in Progress
- F 11/2006 Building plans updated and redrafted
- G 11/2006 Building plans confirmed
- H 11/2006 Building plans confirmed
- I 11/2006 Building plans confirmed
- J 11/2006 Building plans confirmed
- K 11/2006 Building plans confirmed
- L 11/2006 Building plans confirmed
- M 11/2006 Building plans confirmed
- N 11/2006 Building plans confirmed
- O 11/2006 Building plans confirmed
- P 11/2006 Building plans confirmed
- Q 11/2006 Building plans confirmed
- R 11/2006 Building plans confirmed
- S 11/2006 Building plans confirmed
- T 11/2006 Building plans confirmed
- U 11/2006 Building plans confirmed
- V 11/2006 Building plans confirmed
- W 11/2006 Building plans confirmed
- X 11/2006 Building plans confirmed
- Y 11/2006 Building plans confirmed
- Z 11/2006 Building plans confirmed



PLAN



By: Chz  
Purification:

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Dr. Che

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Reward for new  
books



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# New Street Square

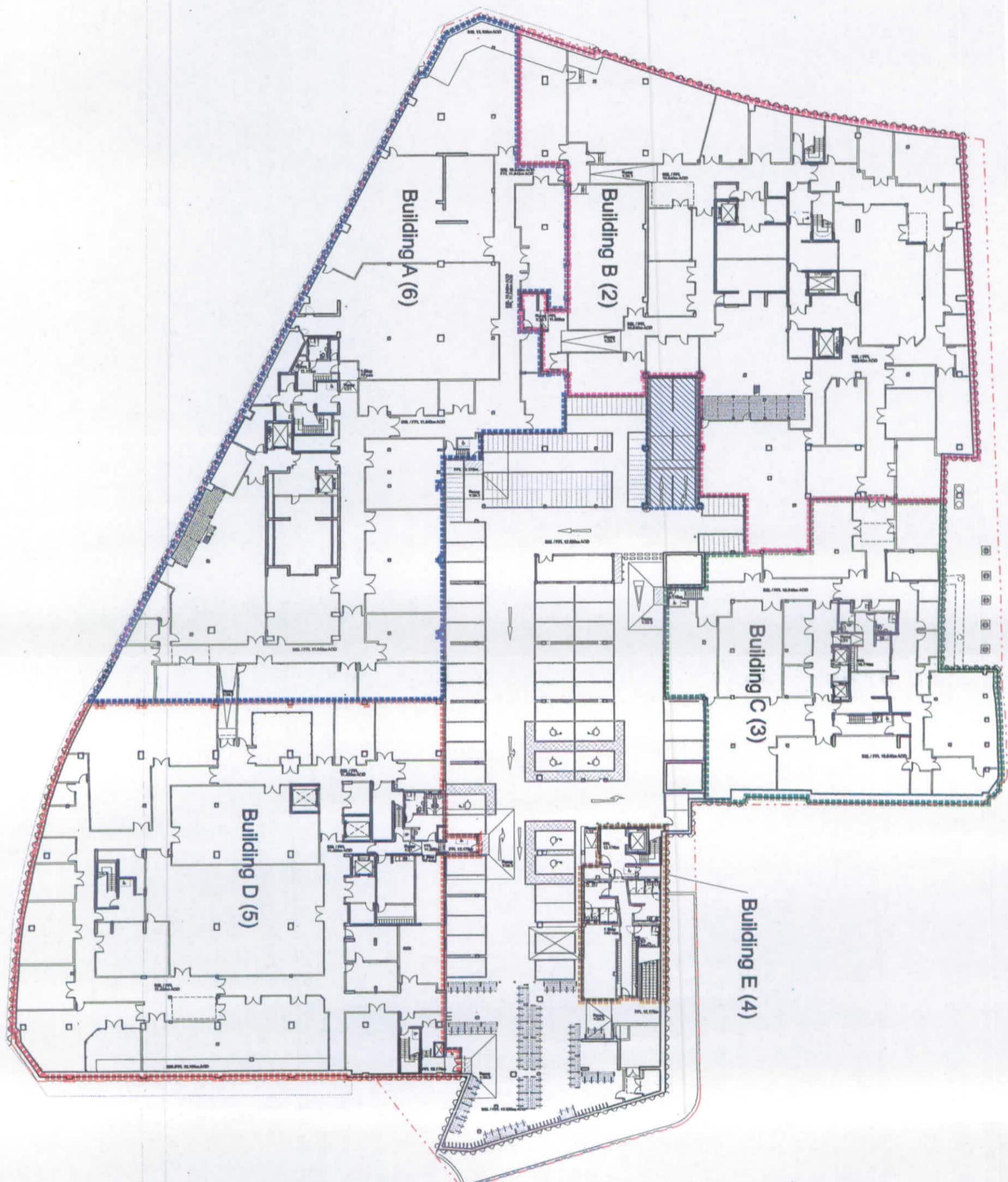
Drawing Number  
0223D(SPP)130  
Scale @ A3  
1:250  
Drawn  
OG  
251006  
NC

Revision  
A

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PLAN



## Notes:

This plan indicates the site boundary. The site boundary has been defined by survey drawing No. 10202 (Plan A) by Pilkington & Gomersal Surveyors Ltd, April 2002.

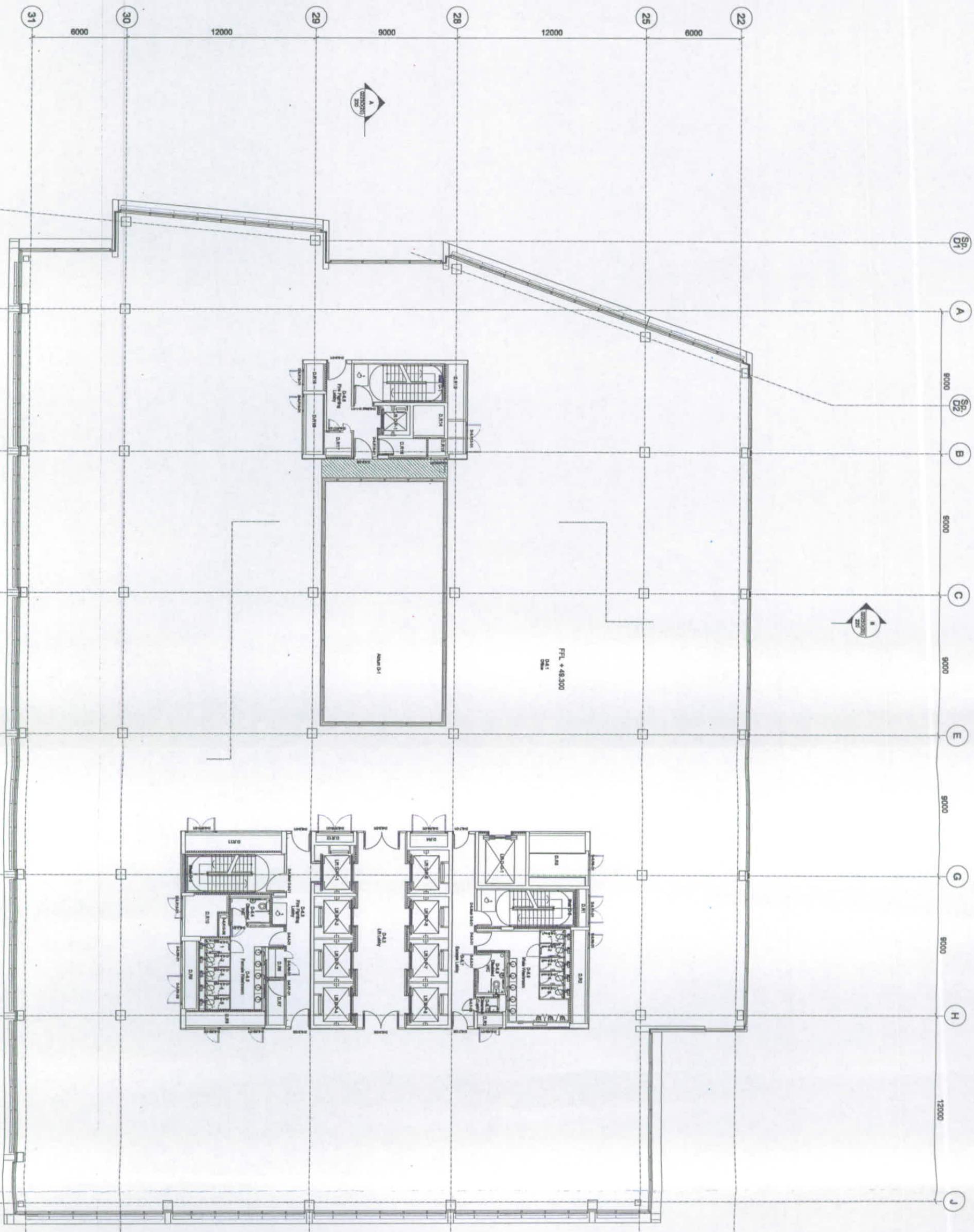
- Building A (6)
- Building B (2)
- Building C (3)
- Building D (5)
- Building E (4)

Project	0223	Revision	1
Project No.	0223	Revision Date	
New Street Square			
The City of London Real Property Company Limited			
Drawing Title			
General Arrangement Plan			
Basement Floor			
Car Park Access Ramp			
Drawing Number	0223GA(SP)200	Scale @A3	1 : 500
		Scale @A1	1 : 250
SC	080906	Drawn	First Drawn
		Checked	PR





PLAN



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Project No.: 0223

**New Street Square**  
The City of London Real  
Property Company Limited

Drawing Title  
Building D  
Level 8 Floorplan

Drawing Number  
**0223D(SP)108**

Scale @ A3  
1:250

Drawn  
OG

First Drawn  
24/10/06

Revision  
1

Revision Date

Checked  
NC

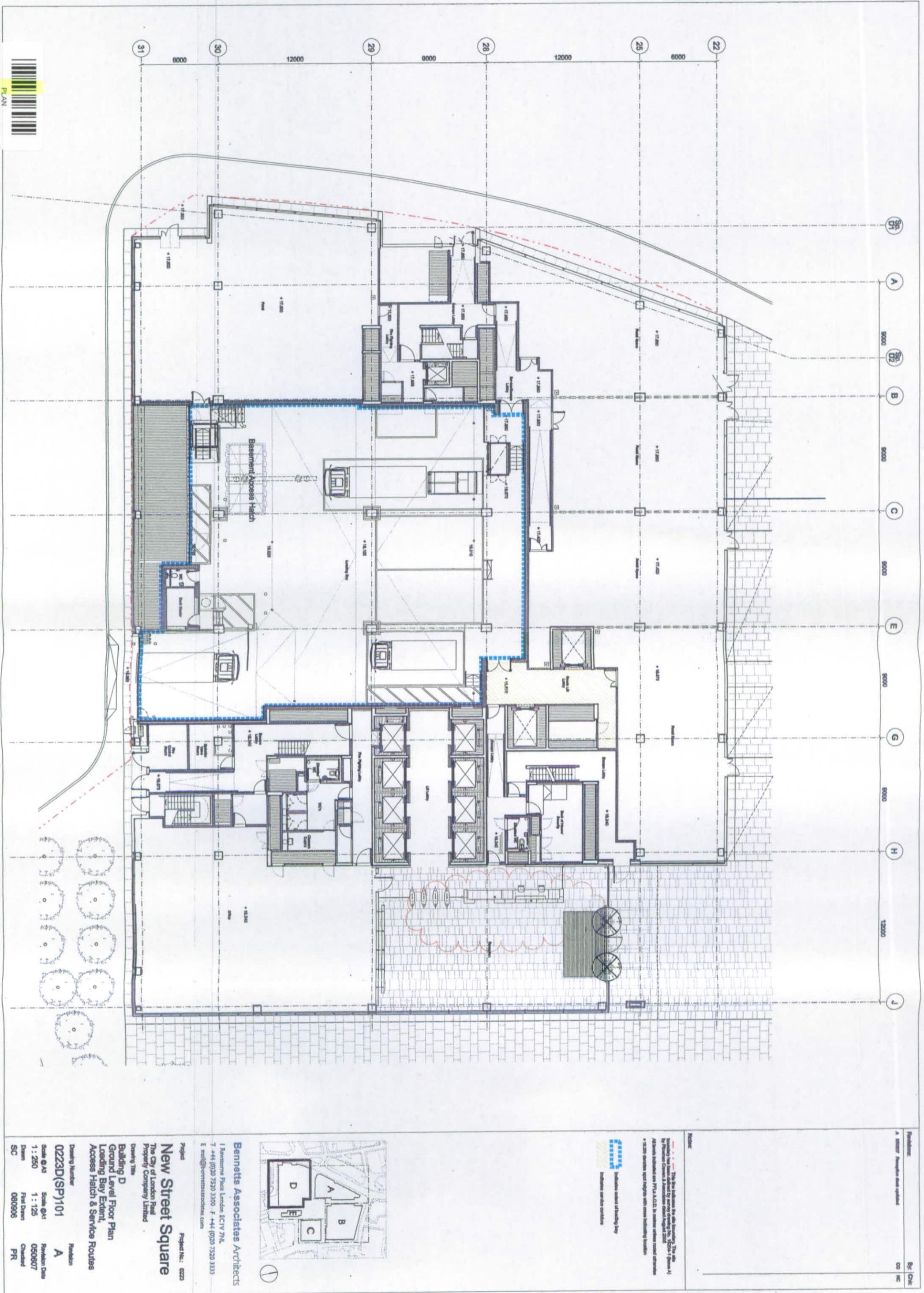
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\* 1 in 200 direction and height with cross indicating location.  
All levels indicated are FFL & A.D. In metric unless noted otherwise.

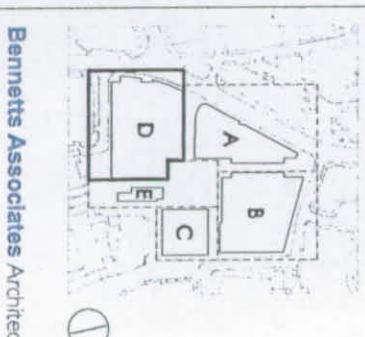
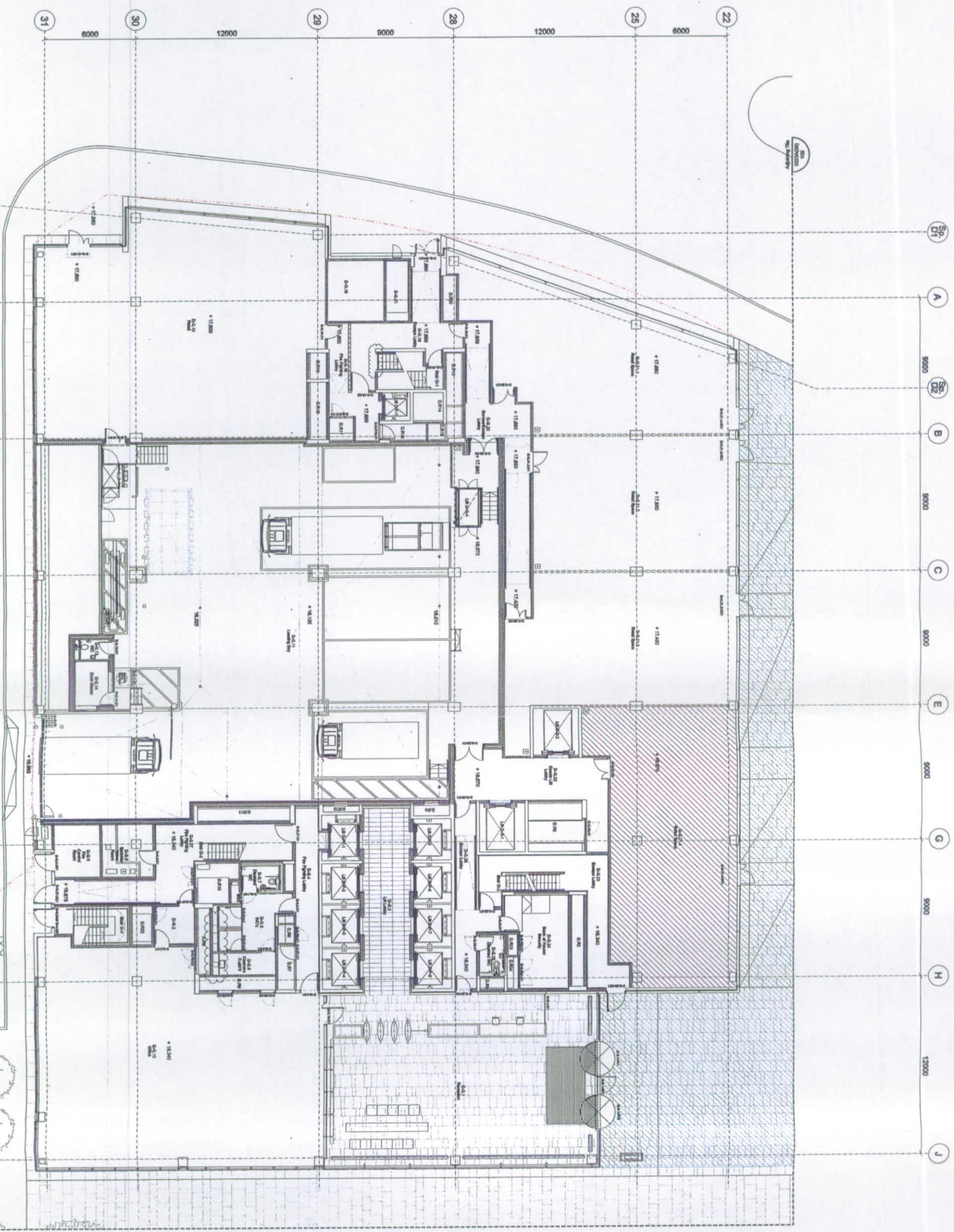
Athen Consultor

Rev/Date: \_\_\_\_\_ By: Chk: \_\_\_\_\_



PLAN





**New Street Square**  
The City of London Real  
Property Company Limited  
Building D  
Ground Level Floor Plan  
Protected Retail Areas

Project

No.

Drawing

Number

0223D(SPI)119

Scale @ A3

1 : 250

Drawing Title

OG

080605

Checklist

Preliminaries

1

Preliminaries Date

NC

Reference:

By Date:

By:

Date:

By:

Date:

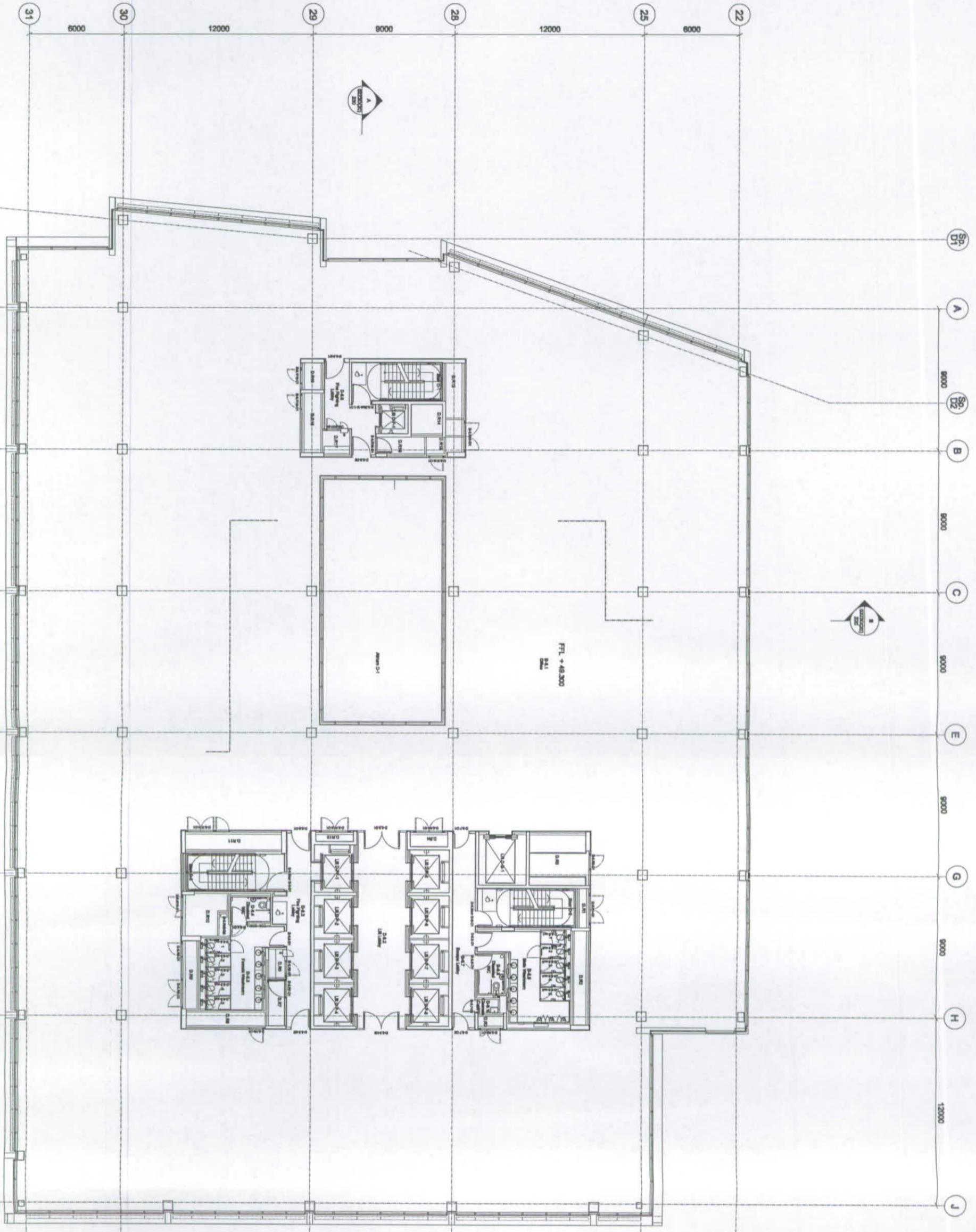
By:

Date:

By:

Date:

# RECORD DRAWING



Bennetts Associates Architects

A detailed map of the Roman fort at Vindolanda, showing its rectangular layout and internal structures. Three specific areas are highlighted and labeled: Area A is located in the upper left corner; Area B is in the lower right corner; and Area C is in the center bottom. The map also shows the surrounding landscape and other fortifications.

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Project No.: 00221

**New Street Square**

The City of London Real  
Property Company Limited

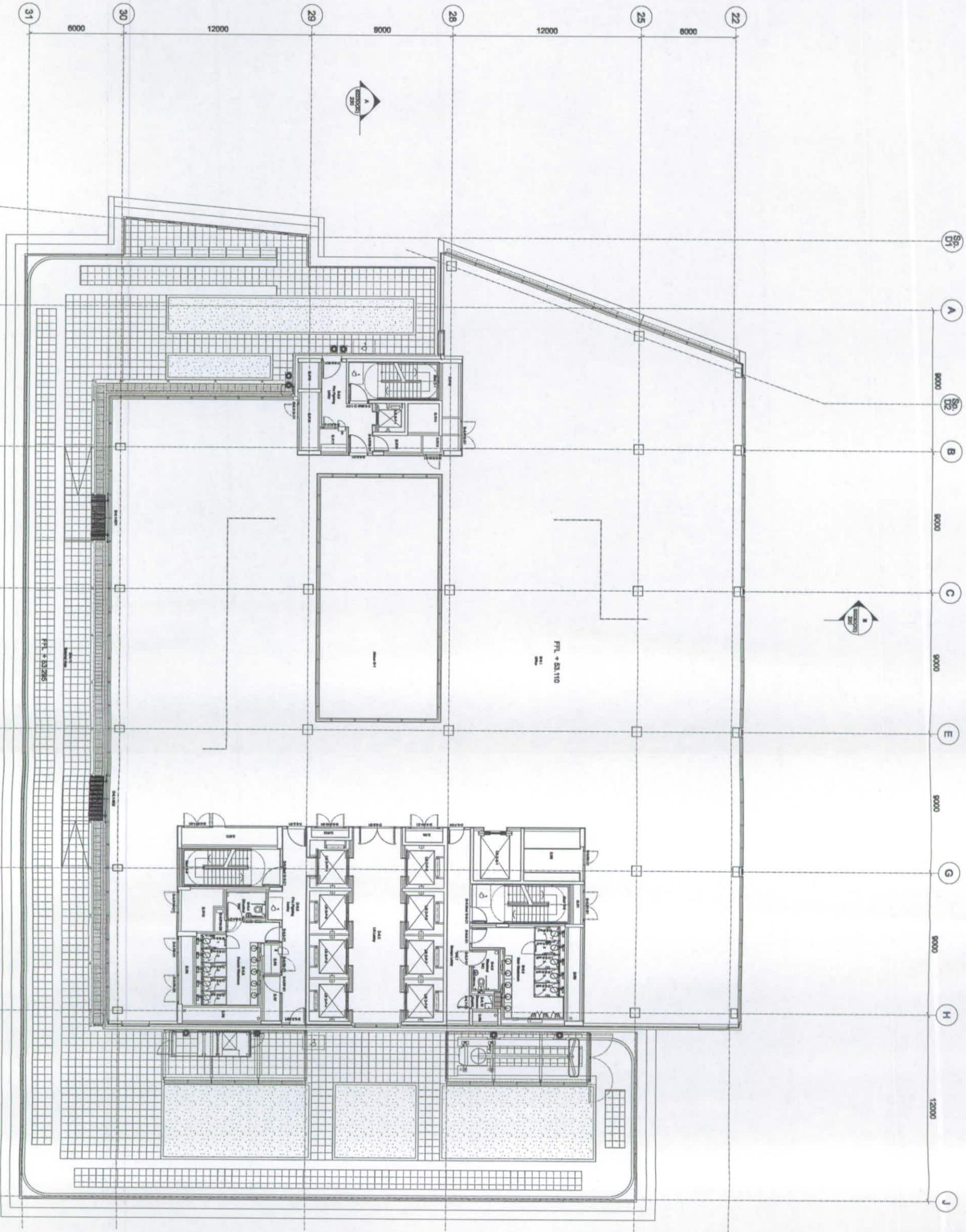
Drawing Title  
**Building D**  
Level 8 Floorplan

Drawing Number	Revision
0223D(20)108	J
Scale @ A3	Scale @ A1
1 : 250	1 : 125
Drawn	First Drawn
SR	110705
	190308
	Checked
	AK
	Revision Date

1

\* 15,320 devices with heights with error indicating location  
All levels indicated are FFLs A.O.D. In minutes unless noted otherwise

# RECORD DRAWING



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Project No.: 0223  
**New Street Square**  
The City of London Real  
Property Company Limited  
Drawing Title  
Building D  
Level 9 Floorplan



Drawing Number  
0223D(20)109  
Scale @A3  
1:250  
Drawing Title  
Building D  
Level 9  
S.R.

Revision  
M  
Revision Date  
19/03/08  
First Drawn  
Checked  
AK

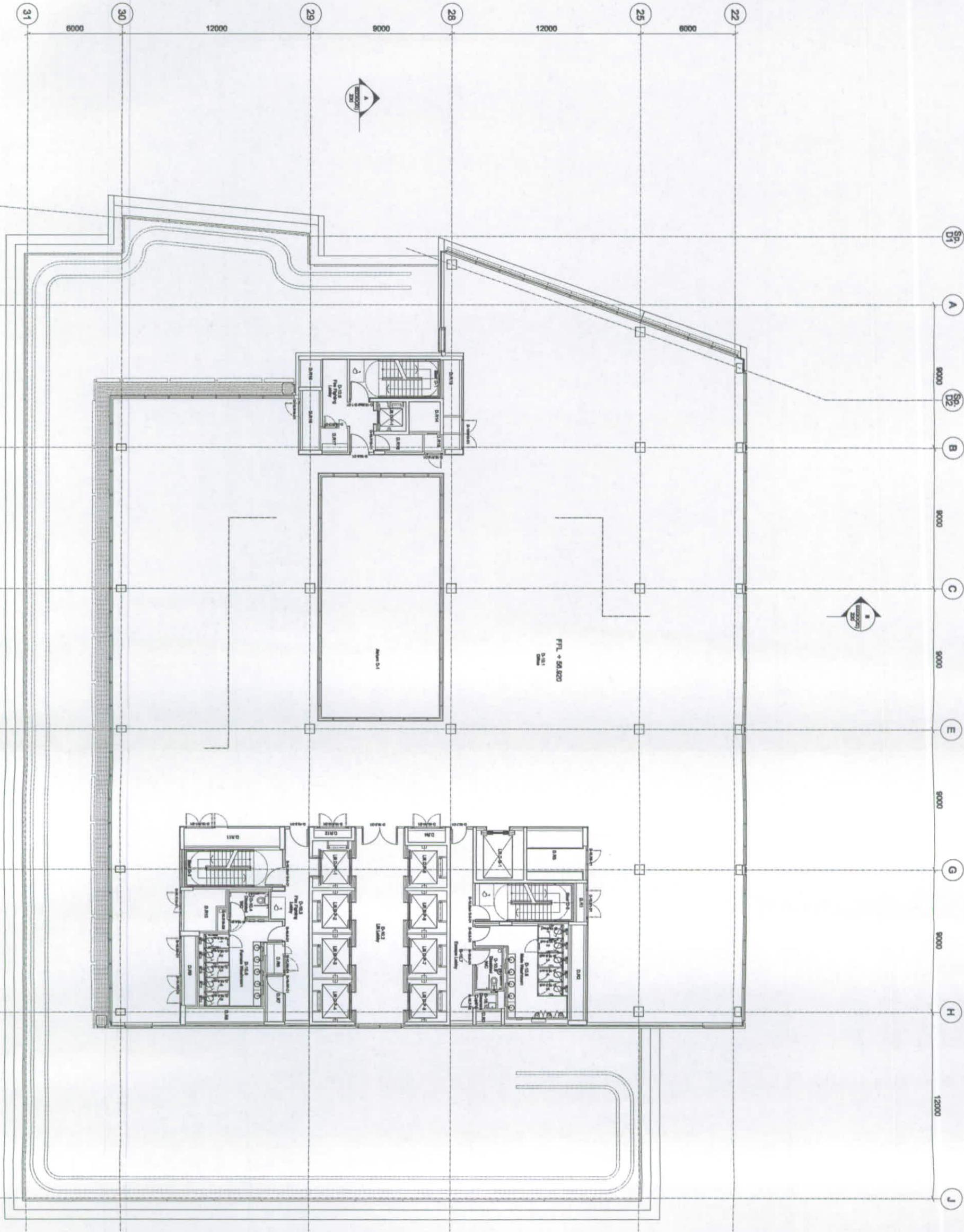
Notes:  
\* All dimensions are PFL+A.D. In metric unless noted otherwise

Ref:	Description:	By:	Chk:
I 22/10	Draw numbers absent. Schedule and door sizes	SH.	AK
E 22/10	Drawing sheet incomplete, new door missing	SH.	AK
F 22/10	Drawing for PFL+A.D. incomplete, new window	SH.	AK
G 22/10	Door 110x210 mm, new door missing	SH.	AK
H 22/10	Door 110x210 mm, new door missing	SH.	AK
I 22/10	Door 110x210 mm, new door missing	SH.	AK
J 22/10	Door 110x210 mm, new door missing	SH.	AK
K 22/10	Door 110x210 mm, new door missing	SH.	AK
L 22/10	Door 110x210 mm, new door missing	SH.	AK
M 22/10	Door 110x210 mm, new door missing	SH.	AK
N 22/10	Door 110x210 mm, new door missing	SH.	AK
O 22/10	Door 110x210 mm, new door missing	SH.	AK
P 22/10	Door 110x210 mm, new door missing	SH.	AK
Q 22/10	Door 110x210 mm, new door missing	SH.	AK
R 22/10	Door 110x210 mm, new door missing	SH.	AK
S 22/10	Door 110x210 mm, new door missing	SH.	AK
T 22/10	Door 110x210 mm, new door missing	SH.	AK
U 22/10	Door 110x210 mm, new door missing	SH.	AK
V 22/10	Door 110x210 mm, new door missing	SH.	AK
W 22/10	Door 110x210 mm, new door missing	SH.	AK
X 22/10	Door 110x210 mm, new door missing	SH.	AK
Y 22/10	Door 110x210 mm, new door missing	SH.	AK
Z 22/10	Door 110x210 mm, new door missing	SH.	AK

# RECORD DRAWING



PLAN



Notes:

\* 1000 dimensions apply to higher levels unless indicated on F.F.L.A.G.C.D. In certain areas height otherwise

Drawings:

	By:	Chk:
D 221108	Drawings prepared and checked by [redacted]	AK
E 221108	Drawings checked and signed off by [redacted]	AK
F 221108	Drawings issued and signed off by [redacted]	AK
G 221108	Drawings issued and signed off by [redacted]	AK
H 221108	Drawings issued and signed off by [redacted]	AK
I 221108	Drawings issued and signed off by [redacted]	AK
J 221108	Drawings issued and signed off by [redacted]	AK
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L 221108	Drawings issued and signed off by [redacted]	AK
M 221108	Drawings issued and signed off by [redacted]	AK
N 221108	Drawings issued and signed off by [redacted]	AK
O 221108	Drawings issued and signed off by [redacted]	AK
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Q 221108	Drawings issued and signed off by [redacted]	AK
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T 221108	Drawings issued and signed off by [redacted]	AK
U 221108	Drawings issued and signed off by [redacted]	AK
V 221108	Drawings issued and signed off by [redacted]	AK
W 221108	Drawings issued and signed off by [redacted]	AK
X 221108	Drawings issued and signed off by [redacted]	AK
Y 221108	Drawings issued and signed off by [redacted]	AK
Z 221108	Drawings issued and signed off by [redacted]	AK

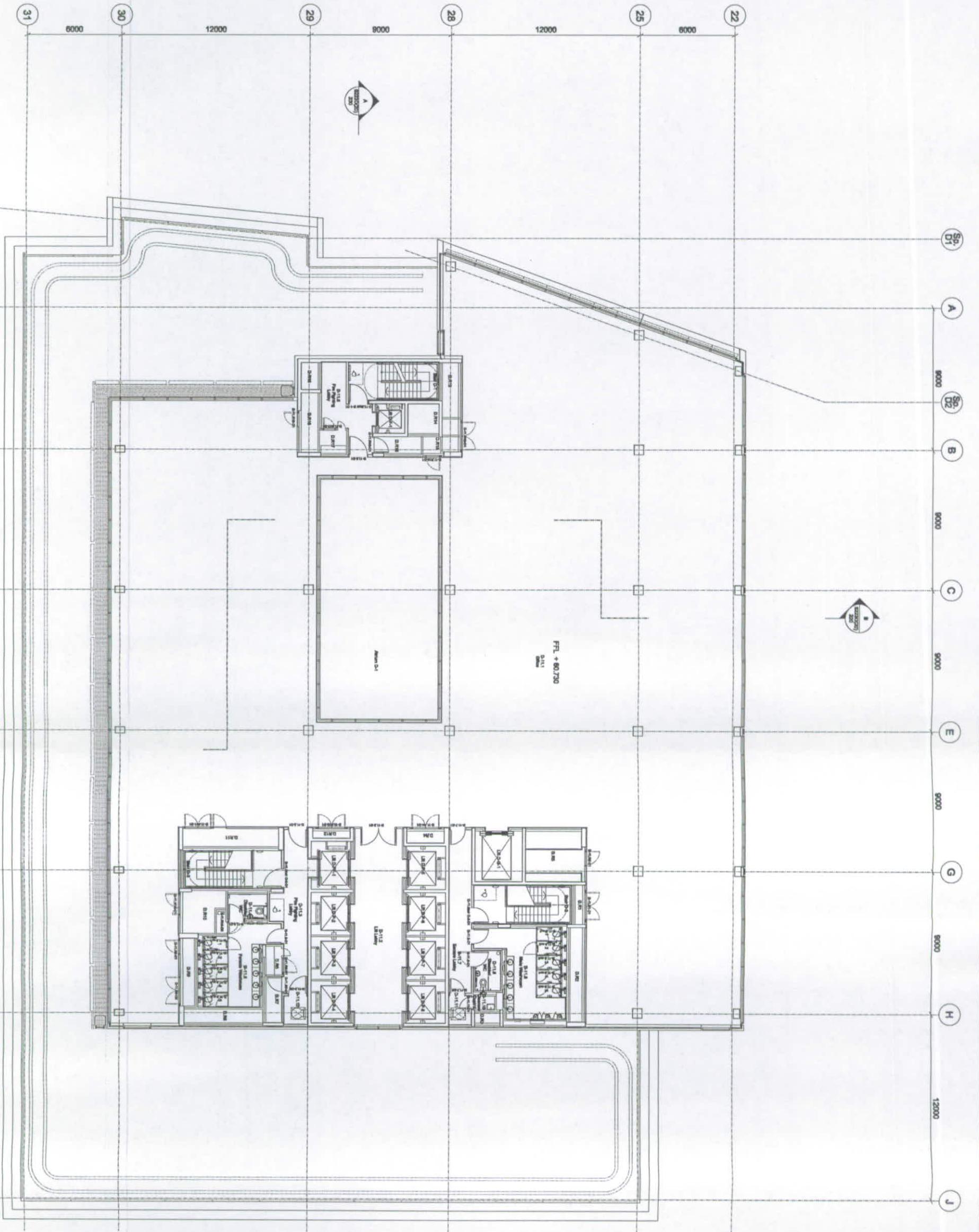
Bennetts Associates Architects  
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E mail@bennetsassociates.com

Project No.: 0223  
Project: New Street Square  
The City of London Real  
Property Company Limited  
Drawing Title: Building D  
Level 10 Floorplan



Drawing Number: 0223D(20)110 Revision: J  
Scale @A3 Scale @A1 Revision Date: 19/03/08  
1:250 1:125 First Drawn: Checked  
Drafter: AK

## RECORD DRAWING



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All broods indicated are F1-IV-AOD. In media where noted otherwise

Drawing Number  
**0223D(20)111**  
 Revision  
**K**  
 Scale @ A3  
 1 : 250  
 Drawn  
 Checked  
 Date  
 First Drawing  
 14/07/08

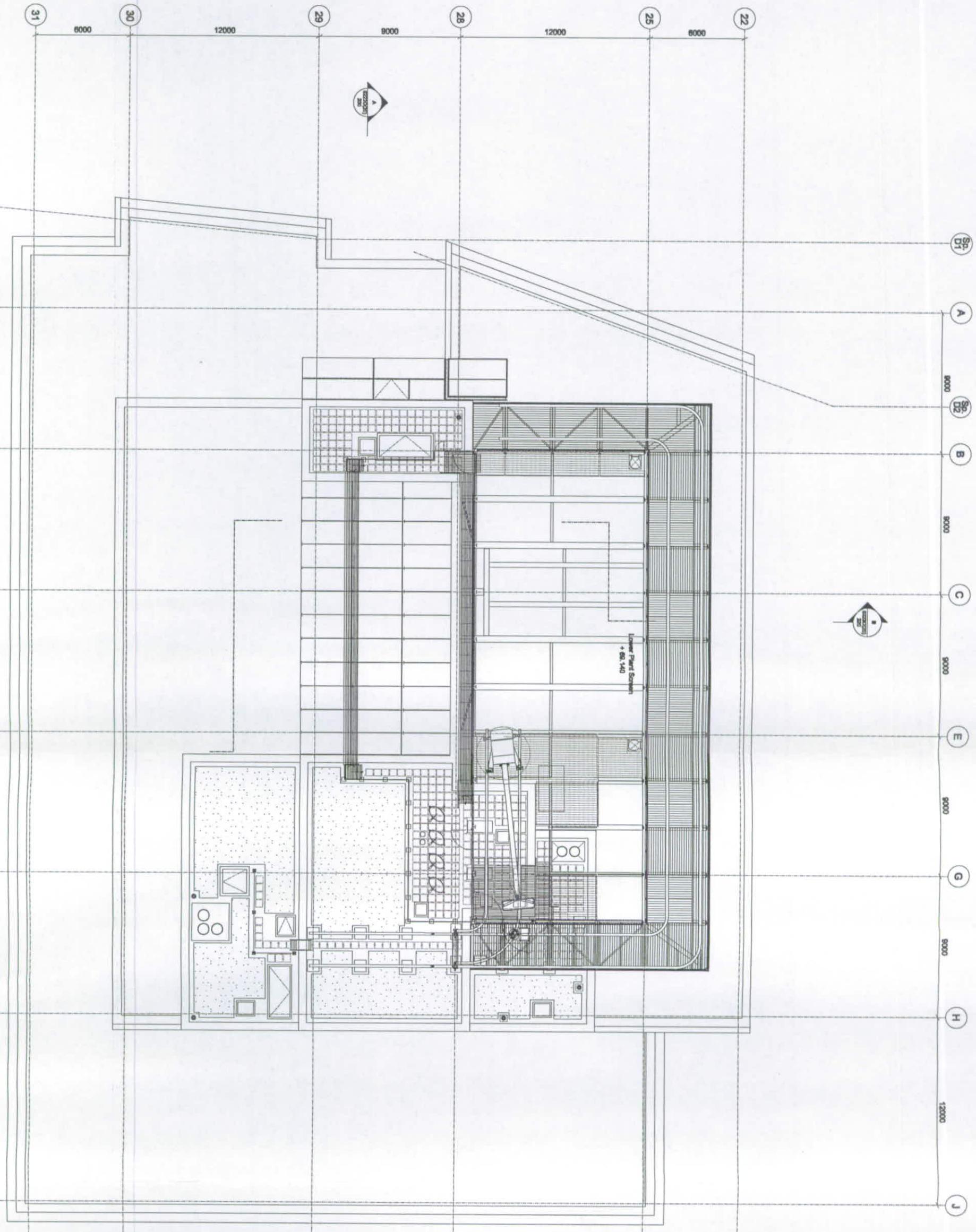
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## RECORD DRAWING



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A map of the area around the National Museum of Korea. A rectangular box highlights a specific area, which is then enlarged below. The enlarged view shows a building labeled 'D' (National Museum of Korea) and a smaller building labeled 'B'. To the left of the main building is a small structure labeled 'M'. To the right is another building labeled 'C'. An arrow points from the main building towards the right.

# New Street Square

The City of London Real  
Property Company Limited

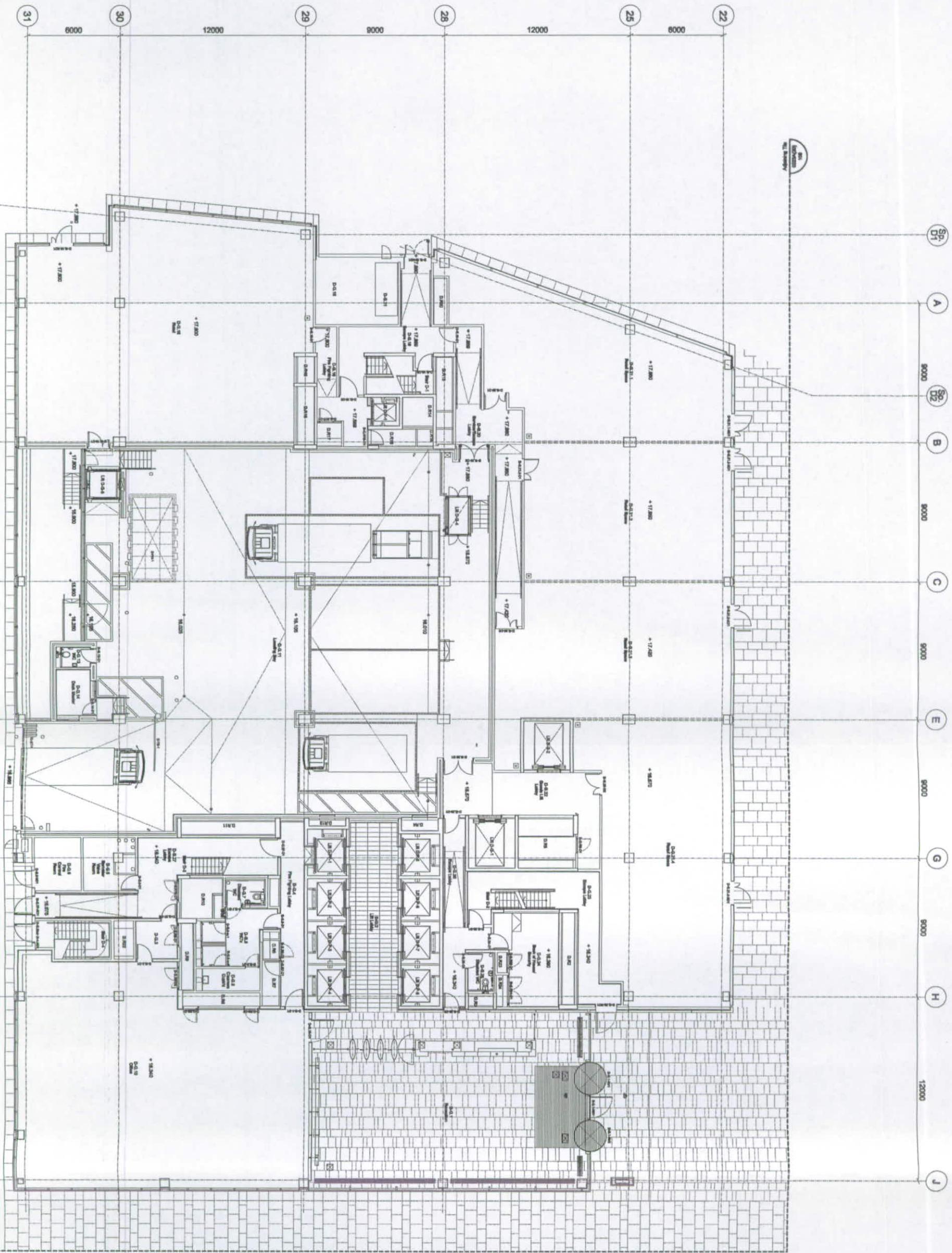
Drawing Title  
Building D  
Level 13 Floorplan

Drawing Number  
0223D(20)113  
Scale @A3  
1: 250  
Drawn  
SR  
110705  
F  
Revision  
190308  
Checked  
AK

- \* 16,300 decision spot heights with cross indicating location

All levels indicated are FFLs A.G.D. In review unless noted otherwise

# RECORD DRAWING



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Project No.: 0223  
**New Street Square**  
The City of London Real  
Property Company Limited  
Drawing Title  
Building D  
Ground Level Floor Plan

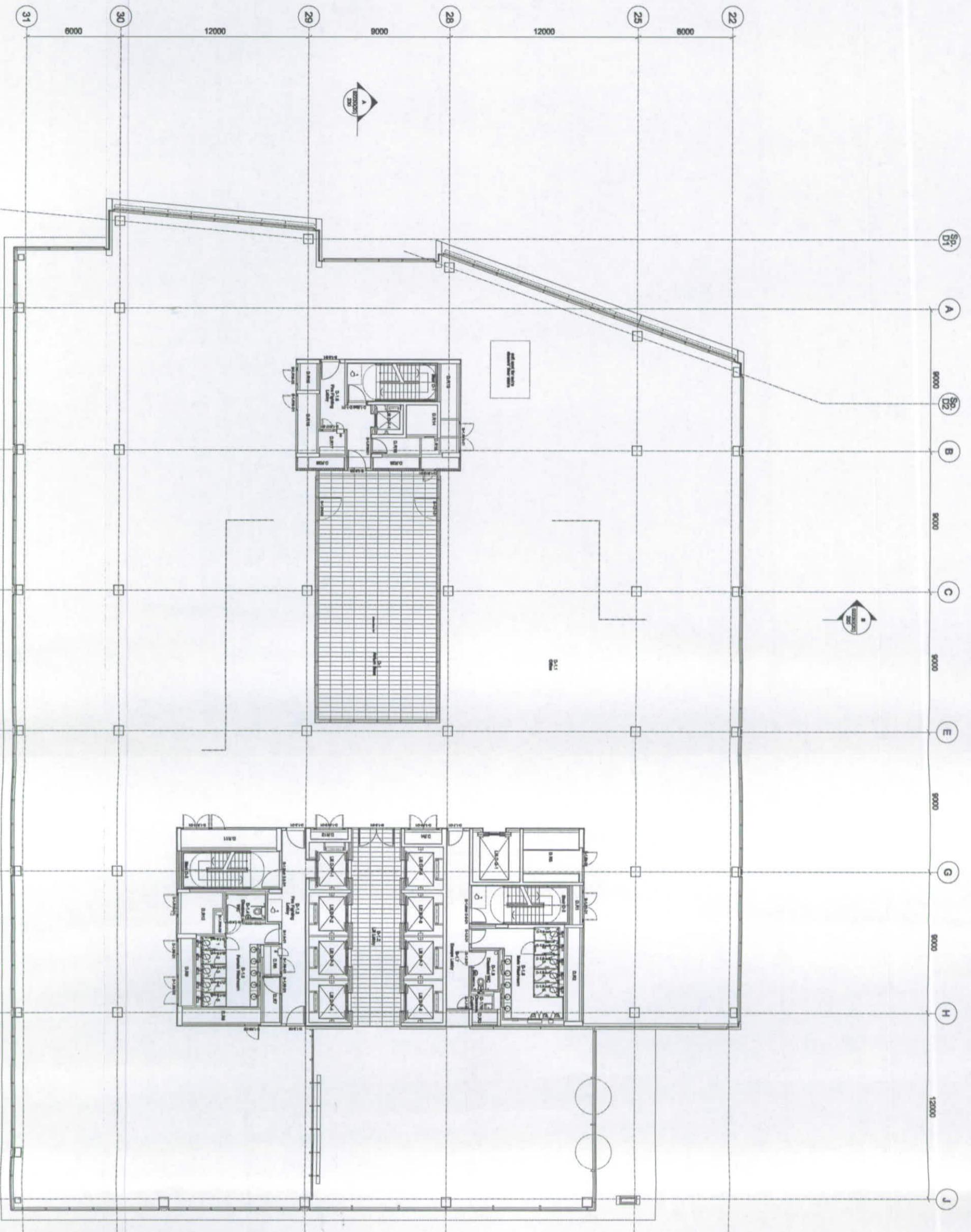


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0223D(20)100  
Scale G/A3  
1:250  
Drawn  
08/06/05  
S  
Revision  
S  
Scale G/A1  
1:125  
First Drawn  
AK  
Checked  
AK

Notes:  
This floor plan illustrates the site boundaries. The office boundary has been established by previous planning (Ref. 0223-100).  
All levels indicated are FFL+A/D. In certain areas subtle differences  
+15.300 indicate spot heights with lines indicating boundaries.

Revisions:  
L 0223C DCF 158 Amendment to windows where none have  
M 21/07/07 DCF 157 Additional windows  
N 21/07/07 DCF 157 New stairs installed  
O 0223-100 New door installed  
P 21/07/07 DCF 157 New door installed  
Q 0223-100 New door installed  
R 21/07/07 DCF 157 Existing windows replaced  
S 21/07/07 DCF 157 Existing windows replaced  
By: Chk:

## RECORD DRAWING

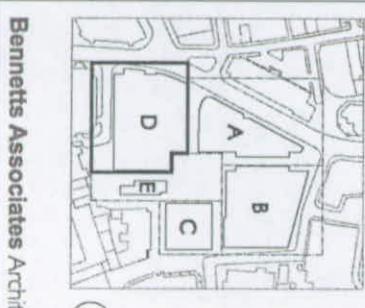
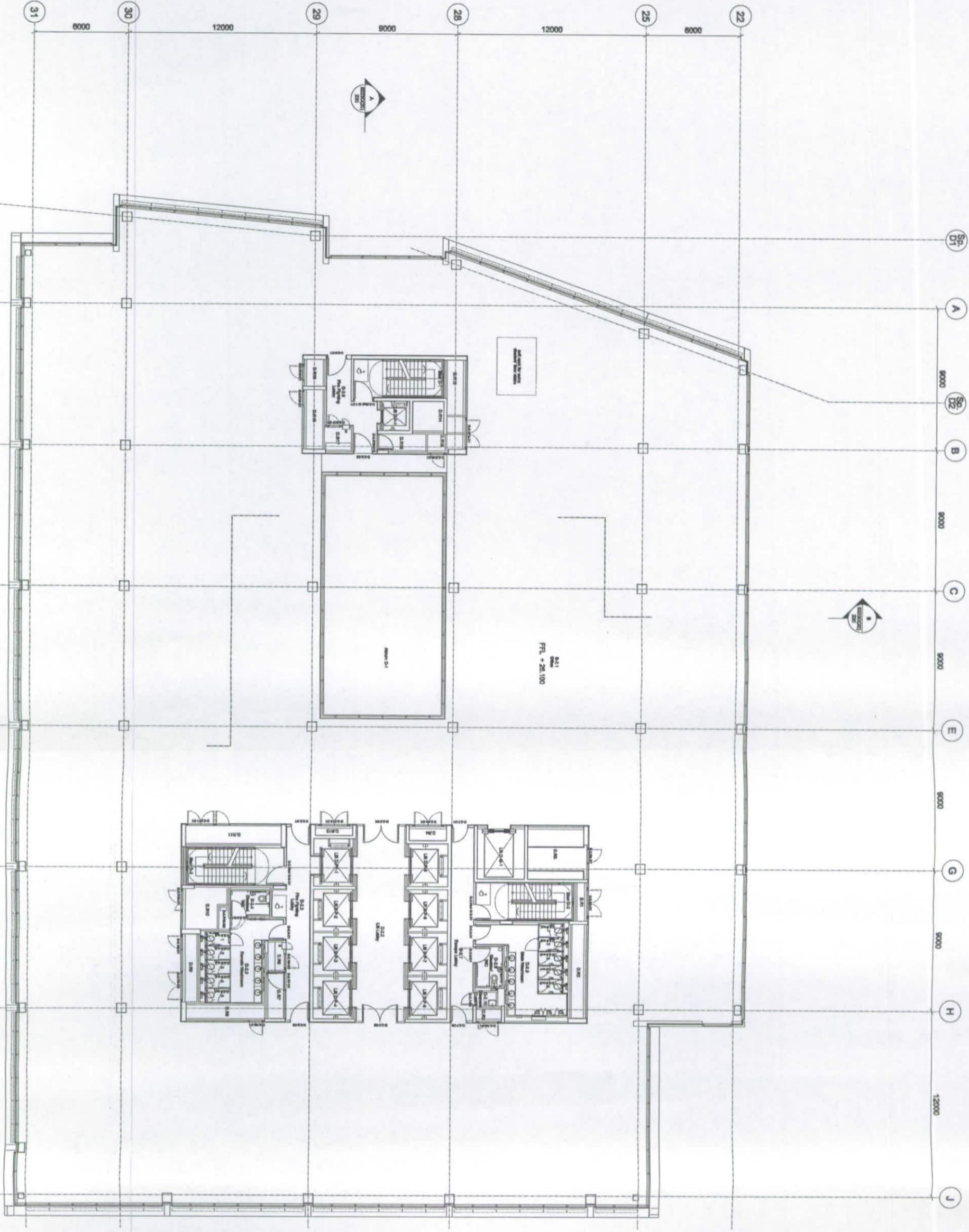


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# RECORD DRAWING



PLAN



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Project:

## New Street Square

The City of London Real  
Property Company Limited

Drawing Title:

Building D  
Level 2 Floorplan

Project No.: 0223

Revision:

L

Scale:

1:250

Drawn:

11/07/05

Revised:

AK

Checked:

AK

Approved:

AK

Drawn by:

AK

Checked by:

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Revised by:

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Approved by:

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Drawn for:

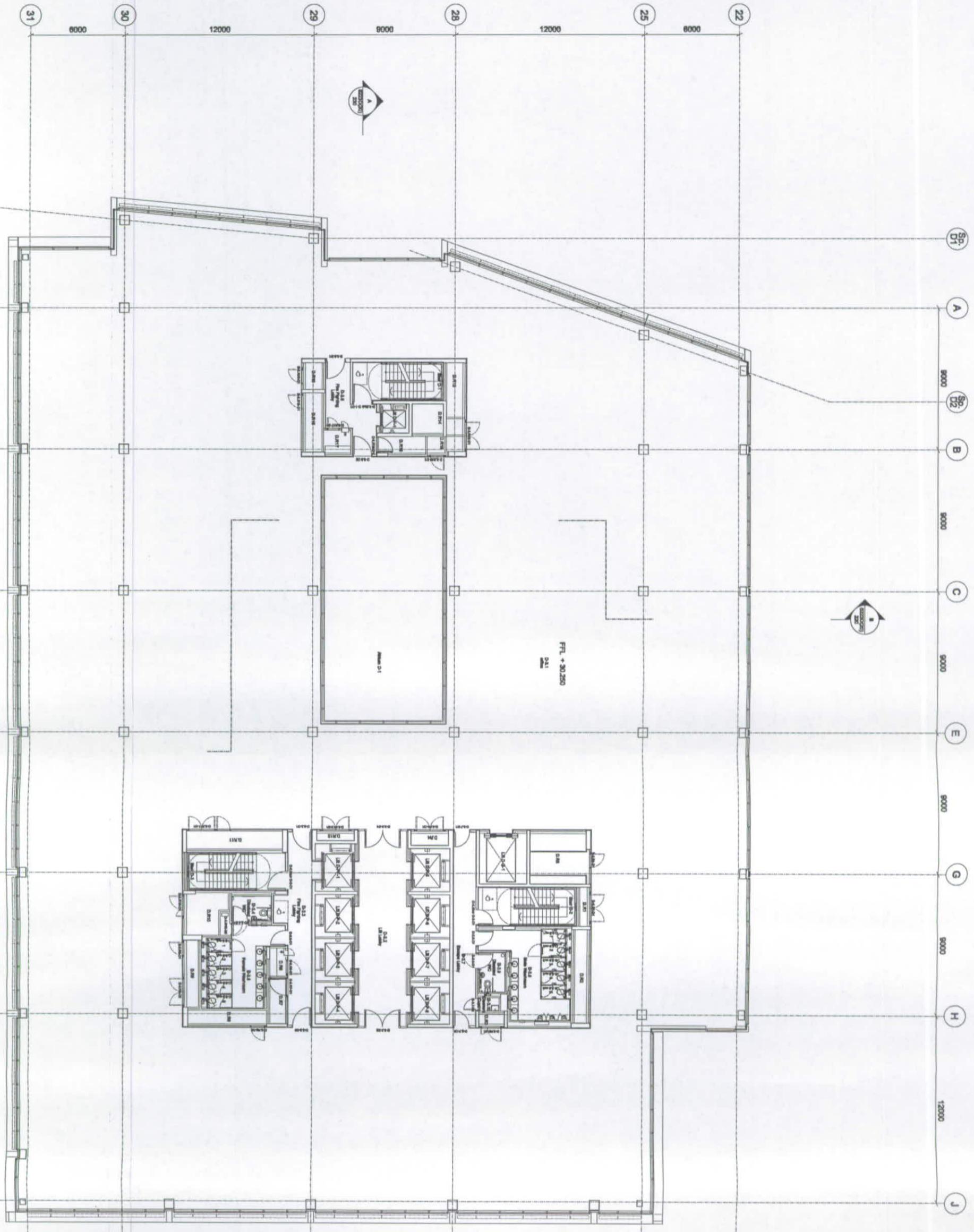
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Revised by:

AK

Approved by:

## RECORD DRAWING



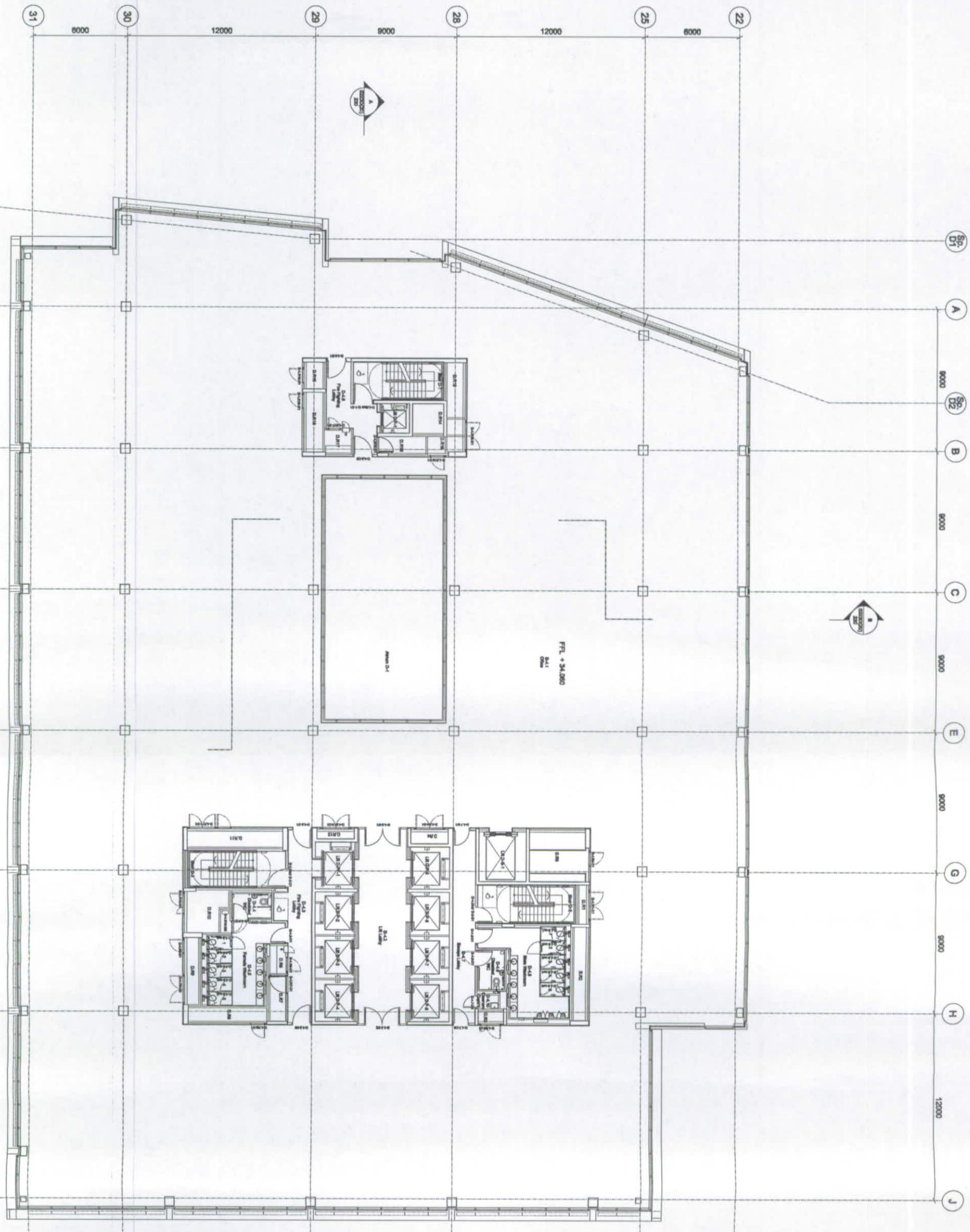
Building D  
Level 3 Floorplan

## New Street Square

Project No.: 022  
Project: T +44 (0)20 7520 3300 F +44 (0)20 7520 3333  
E mail@bennettsassociates.com

+ 14,300 derived epil heights with cross indicating location  
All levels indicated are FFLs A.D. In metres unless noted otherwise

# RECORD DRAWING



Notes:

\* 15.000 elevation spot heights with cross indicating location  
All levels indicated are FFL & A.D. In metric unless noted otherwise

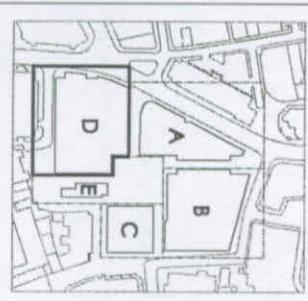
Drawn by: [Signature]

Checked by: [Signature]

Approved by: [Signature]

D 201000 Drawings submitted which include new floor drawings  
E 00000 Drawing sheet submitted, new floor drawings  
F 00000 Drawing sheet submitted, new floor drawings  
G 00000 Drawing sheet submitted, new floor drawings  
H 00000 Drawing sheet submitted, new floor drawings  
I 00000 Drawing sheet submitted, new floor drawings  
J 00000 Drawing sheet submitted, new floor drawings  
K 00000 Drawing sheet submitted, new floor drawings  
L 00000 Drawing sheet submitted, new floor drawings  
M 00000 Drawing sheet submitted, new floor drawings  
N 00000 Drawing sheet submitted, new floor drawings  
O 00000 Drawing sheet submitted, new floor drawings  
P 00000 Drawing sheet submitted, new floor drawings  
Q 00000 Drawing sheet submitted, new floor drawings  
R 00000 Drawing sheet submitted, new floor drawings  
S 00000 Drawing sheet submitted, new floor drawings  
T 00000 Drawing sheet submitted, new floor drawings  
U 00000 Drawing sheet submitted, new floor drawings  
V 00000 Drawing sheet submitted, new floor drawings  
W 00000 Drawing sheet submitted, new floor drawings  
X 00000 Drawing sheet submitted, new floor drawings  
Y 00000 Drawing sheet submitted, new floor drawings  
Z 00000 Drawing sheet submitted, new floor drawings

Project No.: 02223	Revision:
Drawing Number: 0223D(20)104	J
Scale: 1:250	1:250
Drawn: 11/07/05	First Drawn: 11/07/05
Checked: AK	Checked: AK



Bennetts Associates Architects

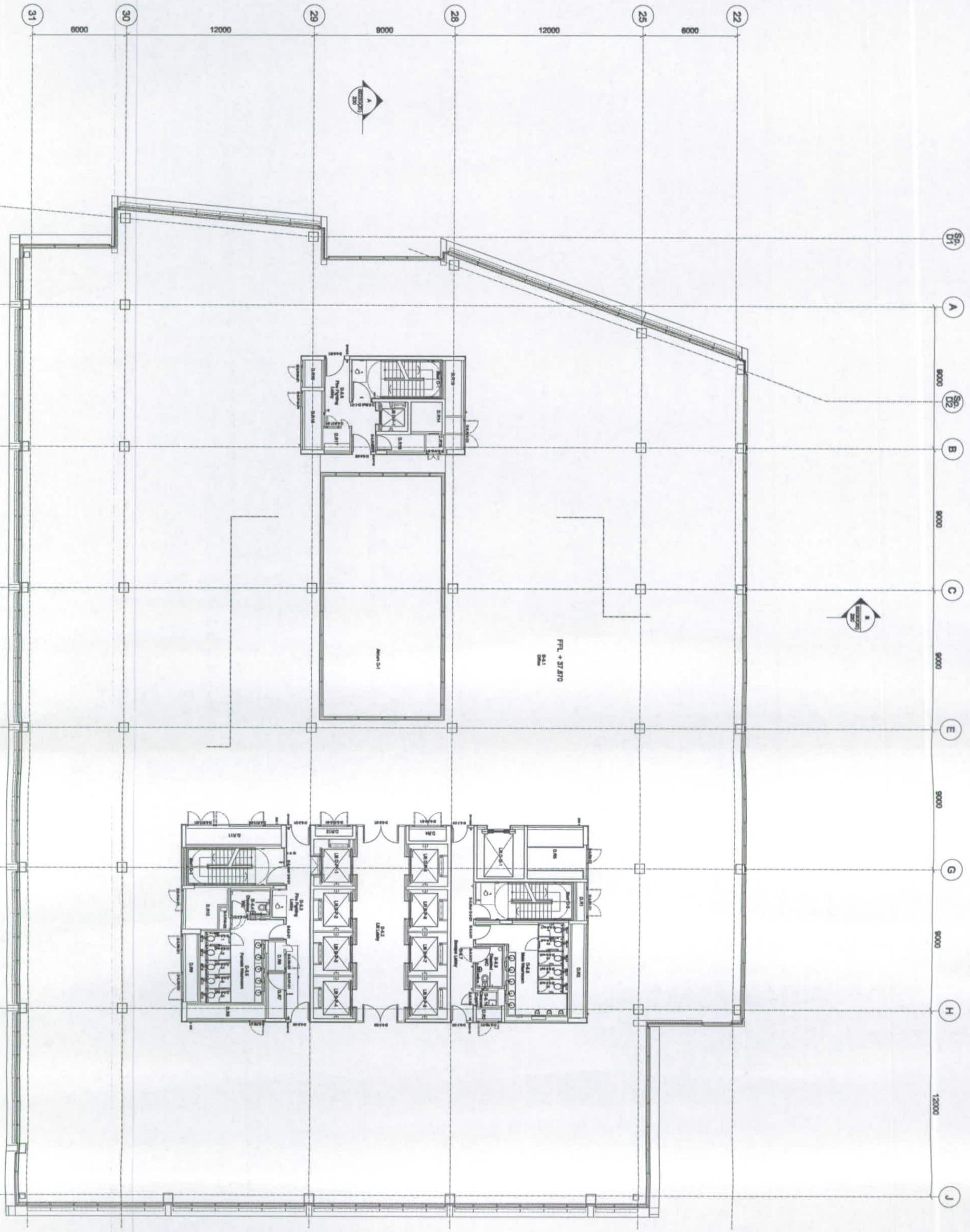
I Rawstorne Place London EC1V 7NL  
The City of London Real  
Property Company Limited  
E mail@bennettsassociates.com

New Street Square  
Drawing Title:  
Building D  
Level 4 Floorplan

# RECORD DRAWING



PLAN



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Project No.: 0223  
**New Street Square**  
The City of London Real  
Property Company Limited  
Drawing Title  
Building D  
Level 5 Floorplan



Drawing Number  
**0223D(20)105**  
Scale **1:250**  
Drawn  
First Drawn  
11/07/05  
K  
Revision  
**K**  
Review Date  
19/03/06  
Checked  
AK

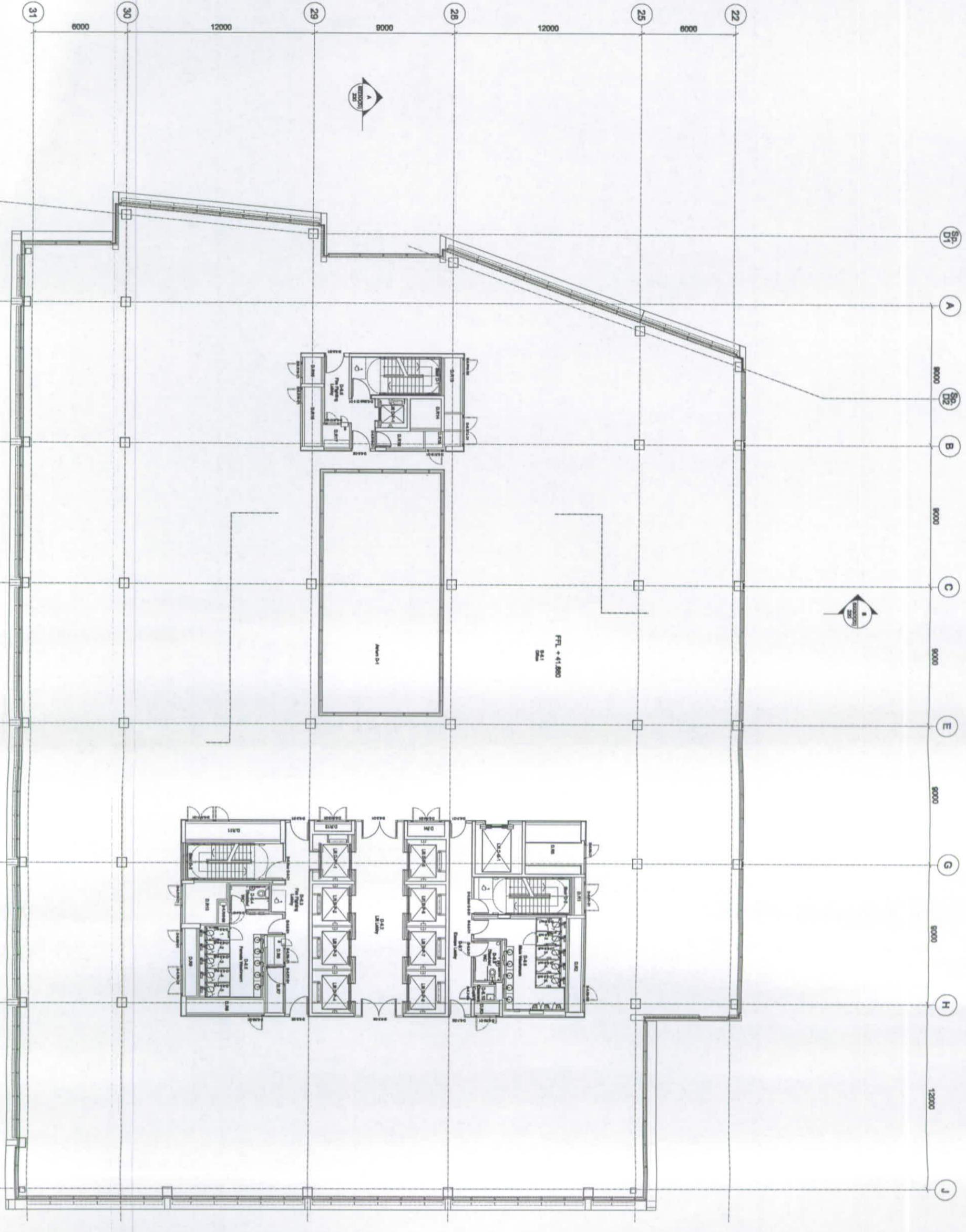
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E 23/105	DR	10/07/05
F 24/105	DR	10/07/05
G 25/105	DR	10/07/05
H 26/105	DR	10/07/05
I 27/105	DR	10/07/05
J 28/105	DR	10/07/05
K 29/105	DR	10/07/05
L 30/105	DR	10/07/05
M 31/105	DR	10/07/05
N 32/105	DR	10/07/05
O 33/105	DR	10/07/05
P 34/105	DR	10/07/05
Q 35/105	DR	10/07/05
R 36/105	DR	10/07/05
S 37/105	DR	10/07/05
T 38/105	DR	10/07/05
U 39/105	DR	10/07/05
V 40/105	DR	10/07/05
W 41/105	DR	10/07/05
X 42/105	DR	10/07/05
Y 43/105	DR	10/07/05
Z 44/105	DR	10/07/05
A 45/105	DR	10/07/05
B 46/105	DR	10/07/05
C 47/105	DR	10/07/05
D 48/105	DR	10/07/05
E 49/105	DR	10/07/05
F 50/105	DR	10/07/05
G 51/105	DR	10/07/05
H 52/105	DR	10/07/05
I 53/105	DR	10/07/05
J 54/105	DR	10/07/05
K 55/105	DR	10/07/05
L 56/105	DR	10/07/05
M 57/105	DR	10/07/05
N 58/105	DR	10/07/05
O 59/105	DR	10/07/05
P 60/105	DR	10/07/05
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R 62/105	DR	10/07/05
S 63/105	DR	10/07/05
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V 66/105	DR	10/07/05
W 67/105	DR	10/07/05
X 68/105	DR	10/07/05
Y 69/105	DR	10/07/05
Z 70/105	DR	10/07/05
A 71/105	DR	10/07/05
B 72/105	DR	10/07/05
C 73/105	DR	10/07/05
D 74/105	DR	10/07/05
E 75/105	DR	10/07/05
F 76/105	DR	10/07/05
G 77/105	DR	10/07/05
H 78/105	DR	10/07/05
I 79/105	DR	10/07/05
J 80/105	DR	10/07/05
K 81/105	DR	10/07/05
L 82/105	DR	10/07/05
M 83/105	DR	10/07/05
N 84/105	DR	10/07/05
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U 91/105	DR	10/07/05
V 92/105	DR	10/07/05
W 93/105	DR	10/07/05
X 94/105	DR	10/07/05
Y 95/105	DR	10/07/05
Z 96/105	DR	10/07/05
A 97/105	DR	10/07/05
B 98/105	DR	10/07/05
C 99/105	DR	10/07/05
D 100/105	DR	10/07/05
E 101/105	DR	10/07/05
F 102/105	DR	10/07/05
G 103/105	DR	10/07/05
H 104/105	DR	10/07/05
I 105/105	DR	10/07/05
J 106/105	DR	10/07/05
K 107/105	DR	10/07/05
L 108/105	DR	10/07/05
M 109/105	DR	10/07/05
N 110/105	DR	10/07/05
O 111/105	DR	10/07/05
P 112/105	DR	10/07/05
Q 113/105	DR	10/07/05
R 114/105	DR	10/07/05
S 115/105	DR	10/07/05
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U 117/105	DR	10/07/05
V 118/105	DR	10/07/05
W 119/105	DR	10/07/05
X 120/105	DR	10/07/05
Y 121/105	DR	10/07/05
Z 122/105	DR	10/07/05

Notes:  
 + 1000 dimensions and heights with areas indicated.  
 All dimensions taken on FFL & O.D. In metric values round off to nearest mm.  
 Dimensions with units shown only for information, they are not included.  
 In the roof contract:  
 K 100/105  
 DR 101/105, DR 102/105  
 K 103/105  
 DR 104/105  
 K 105/105  
 DR 106/105  
 K 107/105  
 DR 108/105  
 K 109/105  
 DR 110/105  
 K 111/105  
 DR 112/105  
 K 113/105  
 DR 114/105  
 K 115/105  
 DR 116/105  
 K 117/105  
 DR 118/105  
 K 119/105  
 DR 120/105  
 K 121/105  
 DR 122/105

# RECORD DRAWING



PLAN

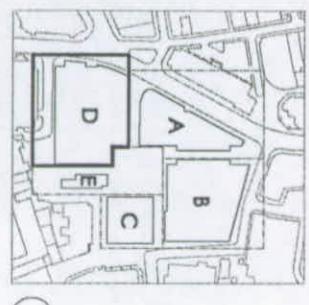


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**New Street Square**  
The City of London Real  
Property Company Limited

Drawing Title: Drawing D  
Building D  
Level 6 Floorplan

Project No.: 0223



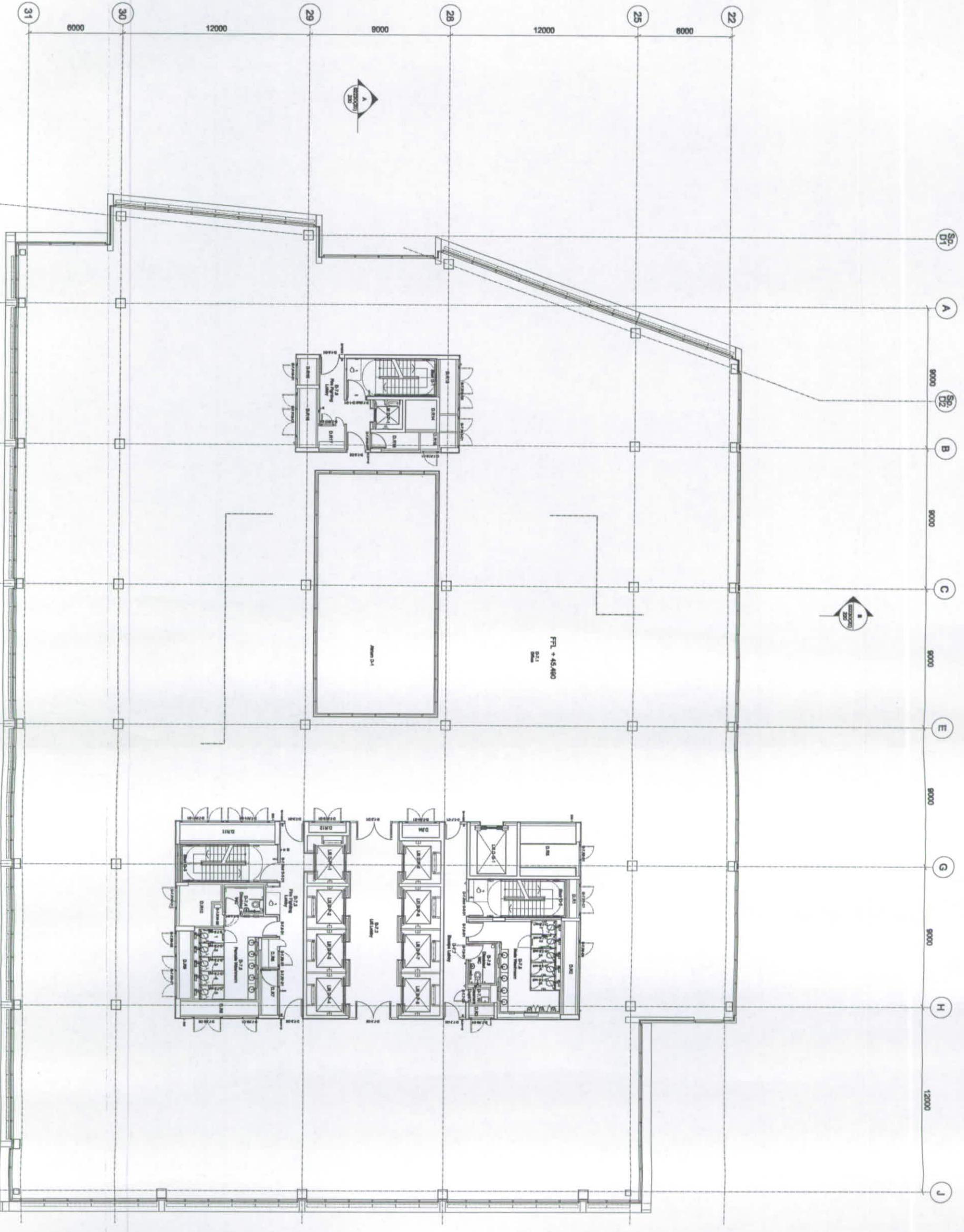
Drawing Number: 0223D(20)106 Revision: L  
Scale: 1:250 Scale: 1:125 Revision Date: 19/03/08  
Drawing: First Drawn: 11/07/05 Checked: AK

Note:  
\* All dimensions and heights with room including finishes.

Note:  
All levels indicated are FFL & O.D. In metric unless noted otherwise.  
K: Internal door to Office 101  
L: Internal door to Office 102  
M: Internal door to Office 103  
N: Internal door to Office 104  
O: Internal door to Office 105  
P: Internal door to Office 106  
Q: Internal door to Office 107  
R: Internal door to Office 108  
S: Internal door to Office 109  
T: Internal door to Office 110  
U: Internal door to Office 111  
V: Internal door to Office 112  
W: Internal door to Office 113  
X: Internal door to Office 114  
Y: Internal door to Office 115  
Z: Internal door to Office 116

By:	Chk:
D 25/10	Draw sections added. Sections with door sizes
E 25/10	Dimensions, dimensions and door sizes
F 25/10	Door sizes and dimensions have been removed
G 25/10	Door sizes and dimensions have been removed
H 25/10	Door sizes and dimensions have been removed
I 25/10	Door sizes and dimensions have been removed
J 25/10	Door sizes and dimensions have been removed
K 25/10	Door sizes and dimensions have been removed
L 25/10	Door sizes and dimensions have been removed
M 25/10	Door sizes and dimensions have been removed
N 25/10	Door sizes and dimensions have been removed
O 25/10	Door sizes and dimensions have been removed
P 25/10	Door sizes and dimensions have been removed
Q 25/10	Door sizes and dimensions have been removed
R 25/10	Door sizes and dimensions have been removed
S 25/10	Door sizes and dimensions have been removed
T 25/10	Door sizes and dimensions have been removed
U 25/10	Door sizes and dimensions have been removed
V 25/10	Door sizes and dimensions have been removed
W 25/10	Door sizes and dimensions have been removed
X 25/10	Door sizes and dimensions have been removed
Y 25/10	Door sizes and dimensions have been removed
Z 25/10	Door sizes and dimensions have been removed

## RECORD DRAWING

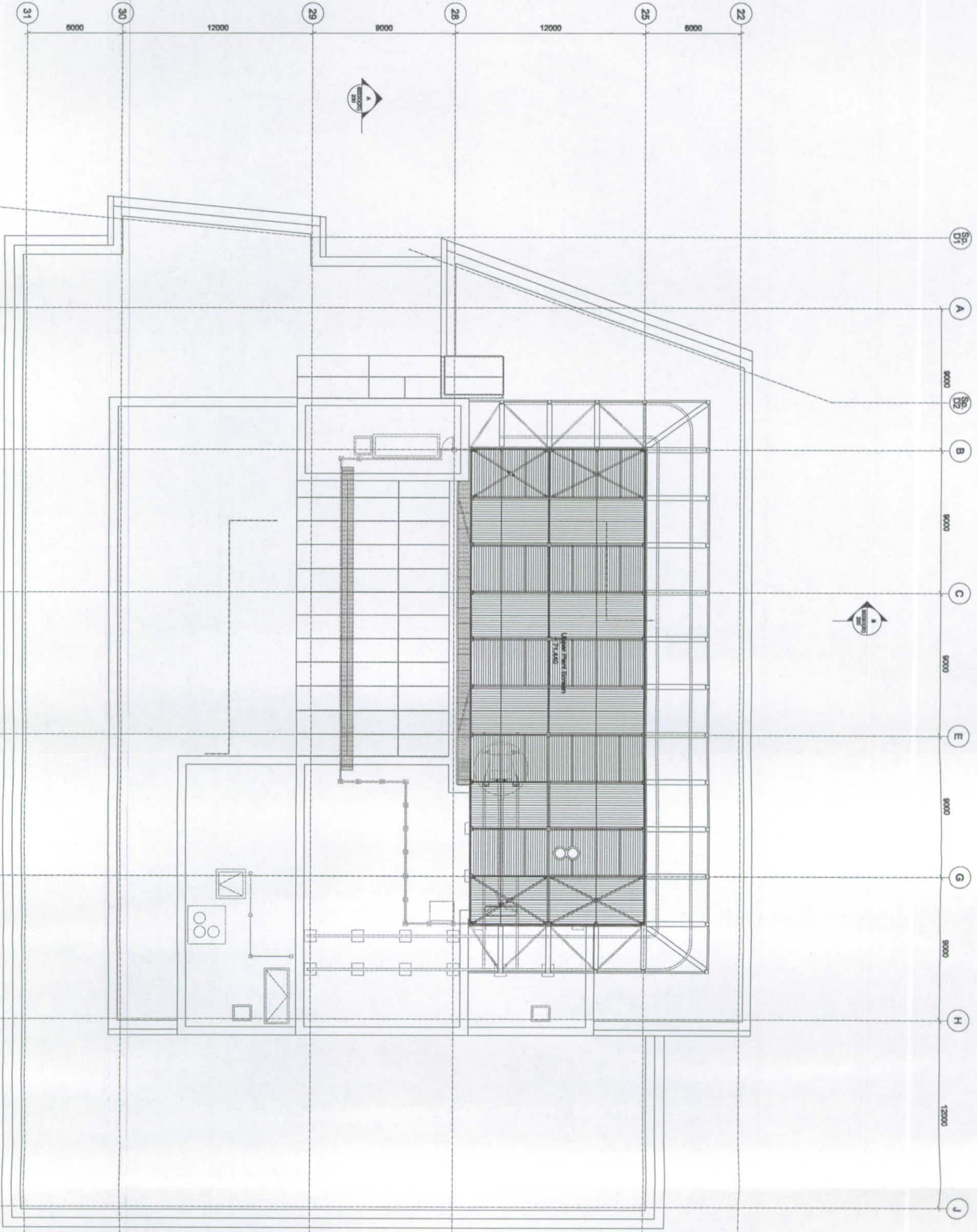


An architectural site plan showing a rectangular building footprint labeled 'D' at the top left. To its right is a smaller structure labeled 'A'. Below 'D' is a long, narrow building labeled 'E'. At the bottom center is a square building labeled 'C'. To the right of 'C' is a larger rectangular building labeled 'B'. The plan also shows the surrounding street network.

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→ 12.300 devices spot heights with cross indicating location  
All levels indicated are FFL ± A.O.D. In metres unless noted otherwise

## RECORD DRAWING



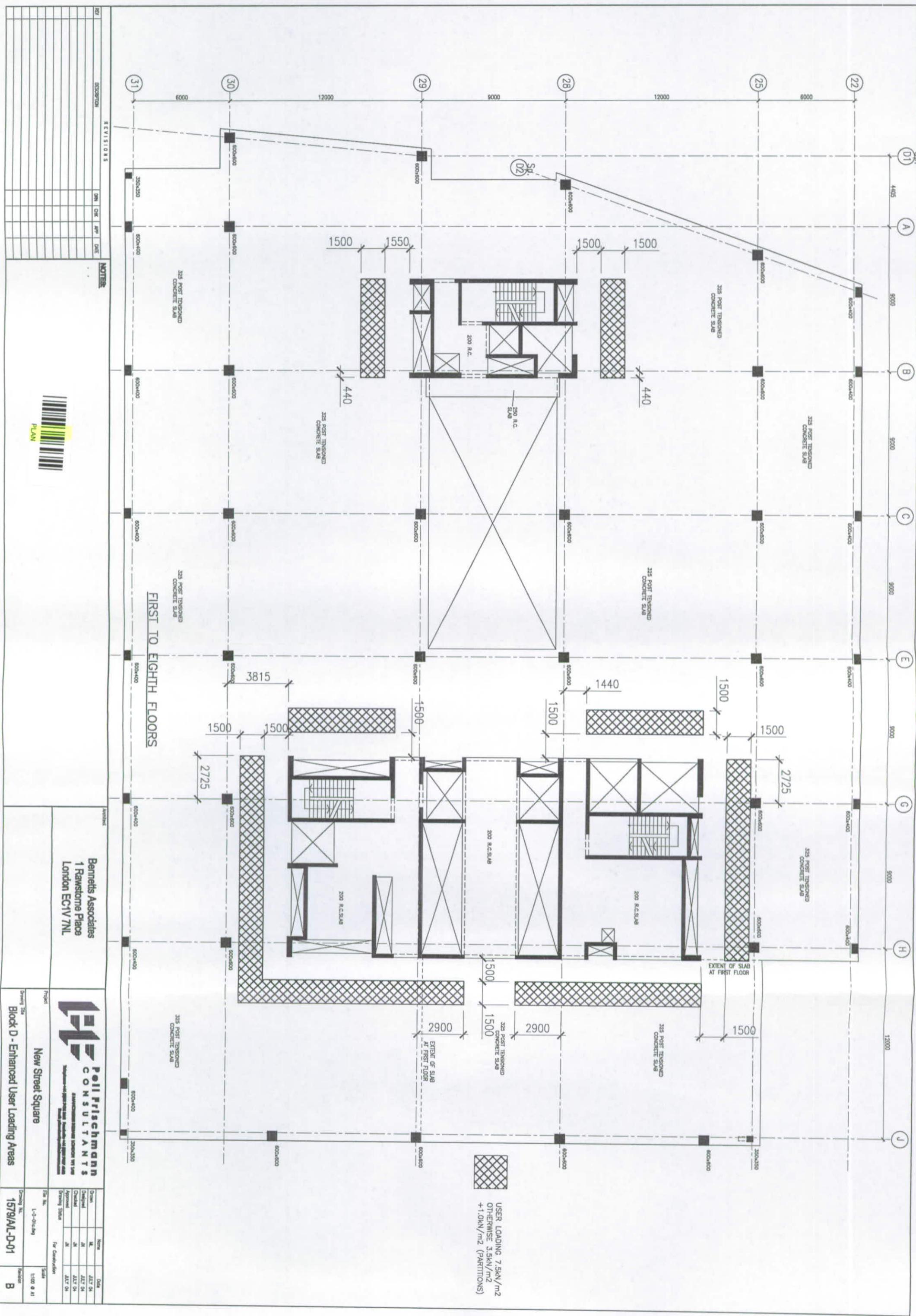
Bennetts Associates Architects

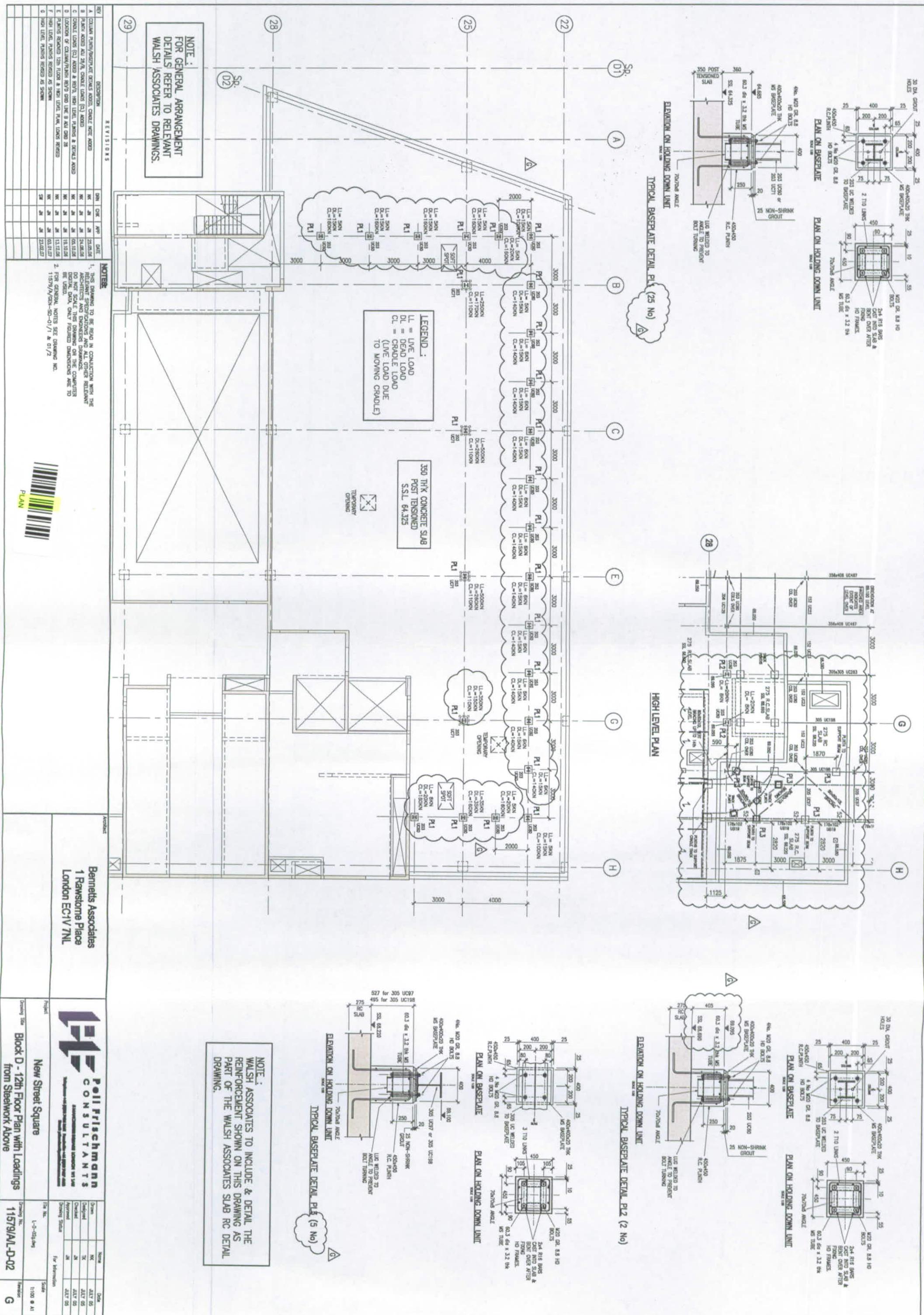
A map showing the location of the exhibition hall (A) and the National Museum of Korea (B) relative to the National Museum of Korea. The exhibition hall is located to the west of the museum, indicated by a black arrow pointing towards it. The National Museum of Korea is marked with a large black square.

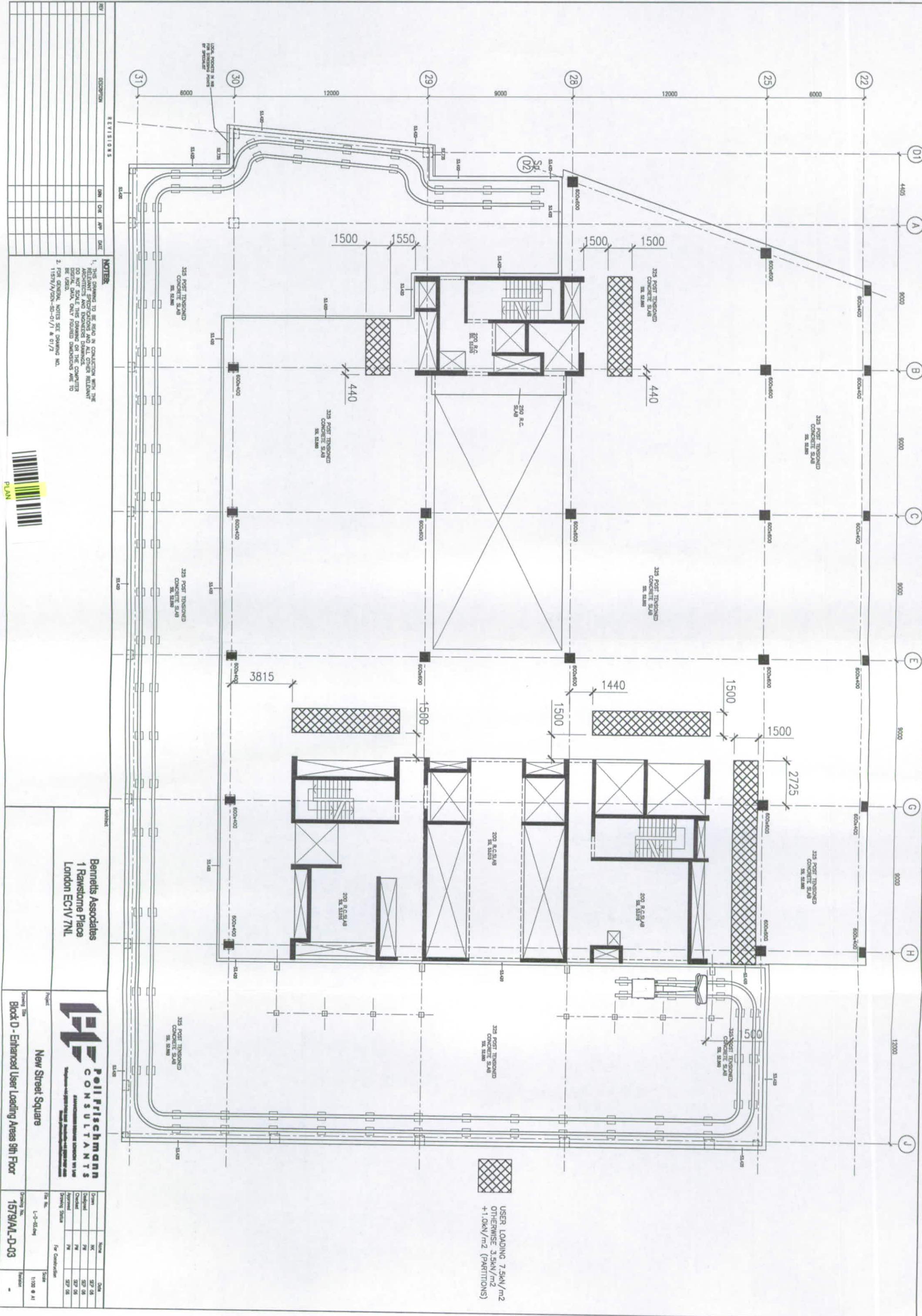
Project		Project No.: 0222
<b>New Street Square</b>		
The City of London Real Property Company Limited		
Drawing Title		
Building D		
Level 14 Floorplan		
Drawing Number	Revision	
<b>0223D(20)114</b>	<b>C</b>	
Scale @ A3	Scale @ A1	Revision Date
1 : 250	1 : 125	19/03/08
Drawn	First Drawn	Checked
SR	110705	AK

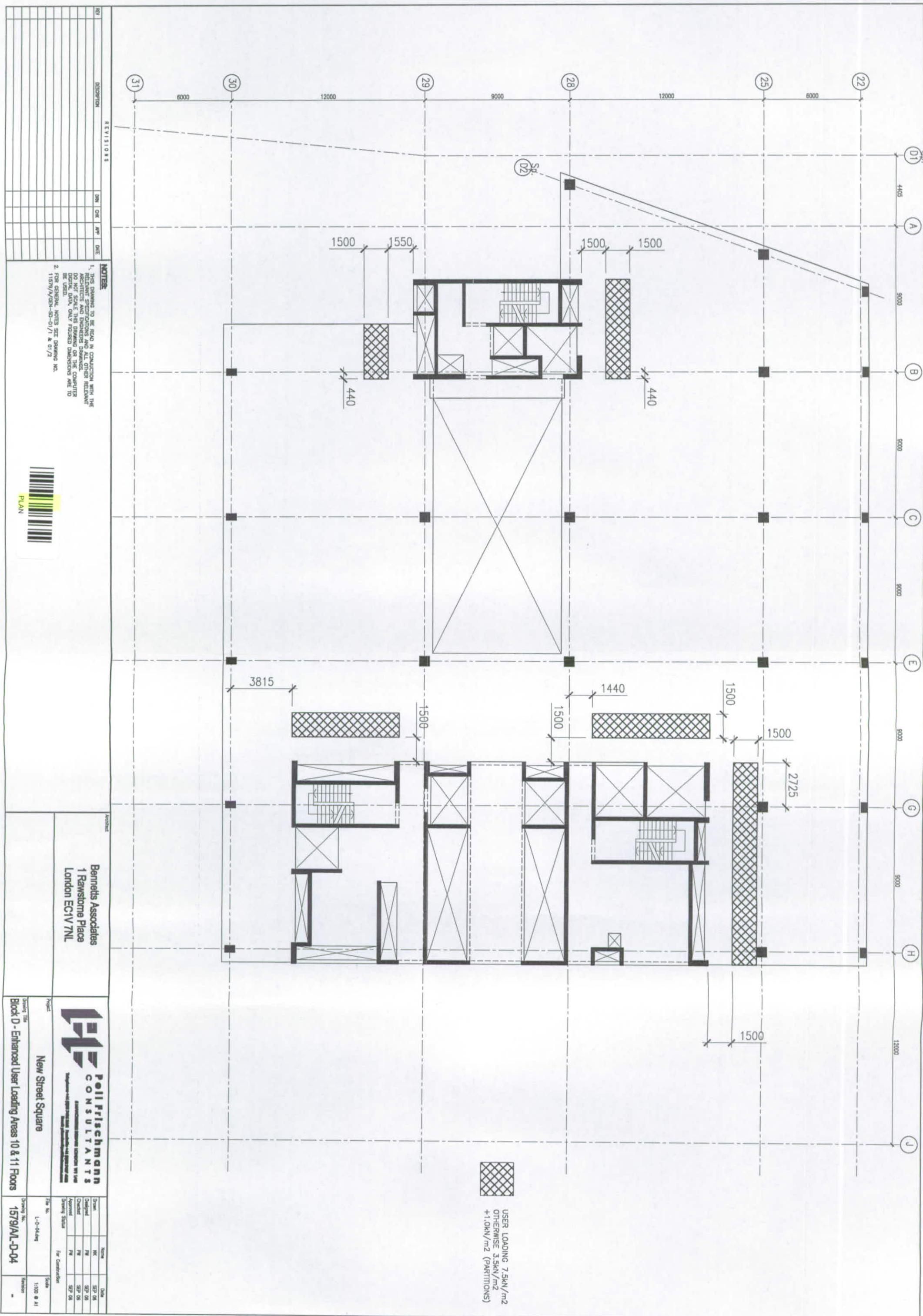
All brands indicated were PFI or A.O.D. in minutes without added chlorine.

Proposed:	By:	On:
A corridor Drawing along annotated boundary E&E, Uclue to reflect services consolidation incorporating business areas of Newmarket Future Town plan envelope	Sir Alex	BC
C 19/02/08 Incent for Cllr members	AK	BC







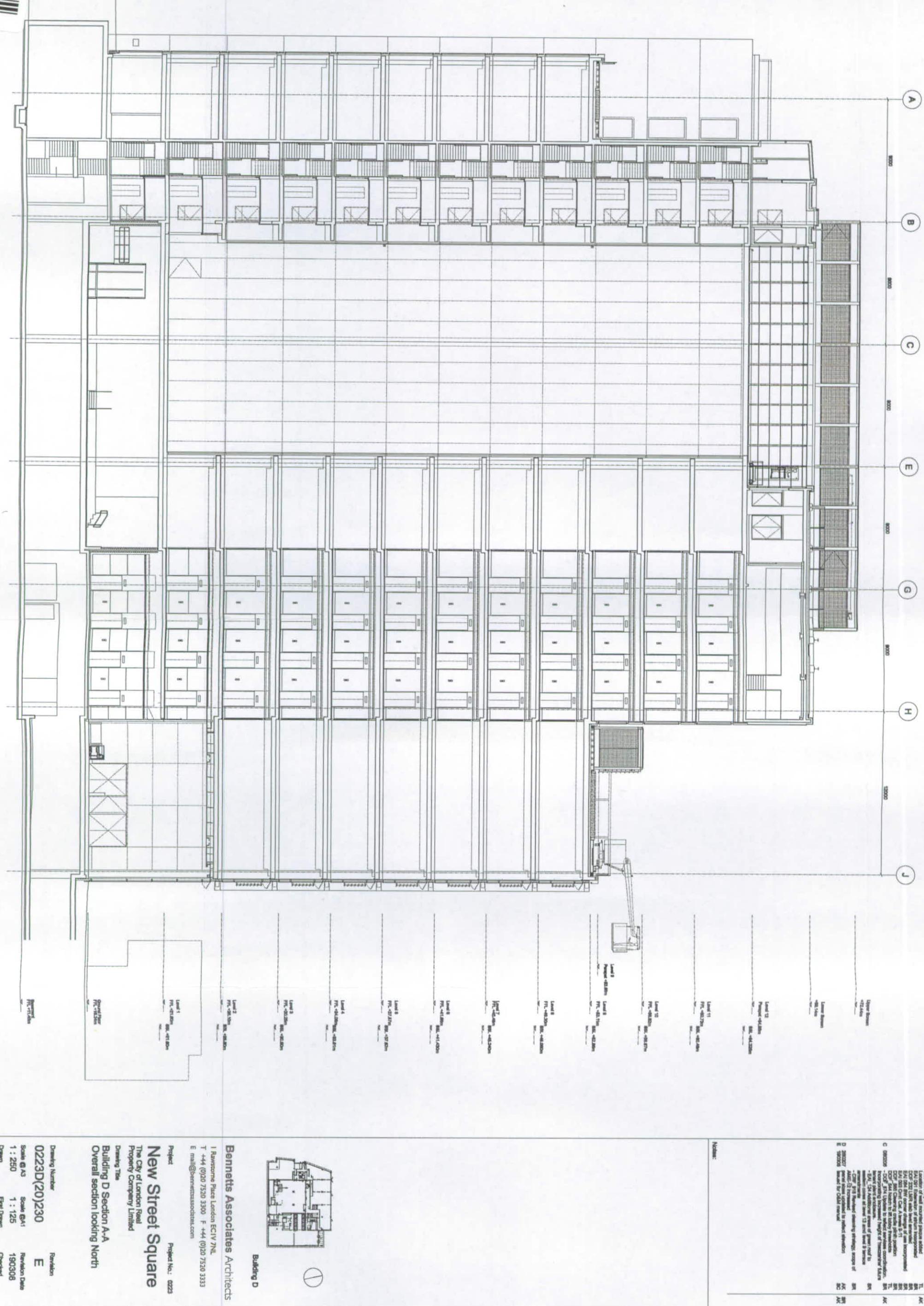




## RECORD DRAWING



PLAY



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0223D(20)230  
E  
Rearring Number  
Scale @ A3 Scale @ A1  
1 : 250 1 : 125  
Drawn First Drawing  
SR 23/204  
AK