

PSX0105374/22

DATED

9th March

2004

(1) DERWENT VALLEY LONDON LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

AGREEMENT
relating to land known as
New Garden House
71-78 Hatton Garden, 5-7 St Cross Street and
28-38 Leather Lane, London EC1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

THIS AGREEMENT is made the 9th day of March 2004

BETWEEN:

1. **DERWENT VALLEY LONDON LIMITED** (Company Registration No. 229333) whose registered office is at 25 Savile Row London W1S 2ER (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property (together with other land) under Title Number NGL288343.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the Development of the Property was submitted to the Council on 17th December 2001 which was revised on 24 February 2003 and on 24th March 2003 for which the Council resolved to grant permission conditionally under reference number PSX0105374/R2 subject to the conclusion of this legal Agreement.
- 1.4 The Application for Conservation Area Consent for the Property was submitted to the Council on 17th December 2001 and the Council resolved to grant permission conditionally under reference number CSX0105464 subject to the conclusion of this legal Agreement.
- 1.5 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Application for Conservation Area Consent" an application for Conservation Area Consent in respect of the development of the Property submitted to the Council on 17th December 2001 for which a resolution to grant permission has been passed conditionally under reference number CSX0105464 subject to conclusion of this Agreement
- 2.4 "the B1(c) Element" the 744 square metres gross internal floor space within the Development to be used exclusively for purposes within Class B1 (c) of the Use Classes Order the ground floor of which is shown edged red on Plan 2 annexed hereto
- 2.5 "Boulevard Standard" a standard imposed by the London Borough of Camden's Boulevard Project in order to maintain and improve the physical environment of the streets in the borough
- 2.6 "the Development" (i) the works comprised in Planning Application for part demolition of New Garden House and extension into existing car park for office (B1)

use, external alterations including new entrance, change of use of 28-38 Leather Lane from offices (B1) to retail (A1) at ground floor with residential (C3) above and installation of new plant as shown on drawing numbers: Environmental Guide, BRE Daylighting and Sunlighting study, Transport Impact Statement, Archaeological Assessment, 097.01, 098.02, 099.03, 120, 121, 122, schedule of current occupiers, Acoustic Report dated 11th June 2001, 058/C, 060C, 062B, 063/A, 064/A, 065/A, 066/A, 067/B, 068/C, 069, 070/A, 071, 080, 081, 089, 090, 030, 031, 032, 033, 034, 035, 036, 037, 038, 050/C, 051/C, 052/C, 053B, 054/B, 055/B, 056/A, 057/A, PL001/A, 010, 011, 012, 013, 014, 015, 016, 017, 018, 020, 022, 023, 024, 025, 026, 027

(ii) Application for Conservation Area Consent: part demolition of New Garden House as shown on drawing numbers PL001/A, 010, 011, 012, 013, 014, 015, 016, 017, 018, 020, 022, 023, 024, 025, 026, 027, 030, 031, 032, 033, 034, 035, 036, 037, 038, 050/B, 051/B, 052/B, 053/A, 054/A, 055/A, 056/A, 057/A, 058/C, 060/C, 062/A, 063/A, 064/A, 065/A, 065/A, 066/A, 067/A, 068/C, 069, 070/A, 071, 080, 081, 089, 090, 095/A, 097.01, 098.02, 099.03, 120, 121, 122, Schedule of current occupiers, Acoustic Report 11th June 2001, BRE Daylighting and Sunlighting study, Transport Impact Statement, Archaeological Assessment, Environmental Guide

2.7 "The Green Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property incorporating the elements set out in the First Schedule hereto with a view to inter alia

reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport

2.8 "the Highways Contribution"

the sum of £36,000 (thirty six thousand pounds) to be paid by the Owner and to be applied by the Council in the event of receipt to carry out works to the public highway and traffic management measures in the vicinity of the Property to improve the streetscape of St Cross Street (and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory utilities works and excludes any statutory utilities costs) such works to include the following ("the Highways Works):-

- upgrading both pavements between Leather Lane and Hatton Garden such surface treatments to be to Boulevard Standard
- any other such works as reasonably required due to the Development

2.9 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.10 "the Lease"

the lease prepared by the Owner for the part of the Property including the Specified Area substantially in the draft form annexed hereto the final version of which shall be agreed by the Council

- 2.11 "Occupation Date" the first date when any part of the Development (other than the Residential Element) is occupied
- 2.12 "the Parties" the Mayor and Burgesses of the London Borough of Camden and the Owner
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council on 17th December which was revised on 24 February 2003 and 24th March 2003 for which a resolution to grant permission has been passed conditionally under reference number PSX0105374/R2 subject to conclusion of this Agreement
- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 7.1 hereof
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as New Garden House 71-80 Hatton Garden 5-7 St Cross Street & 28-38 Leather Lane London EC1N 8LD the same as shown edged in red on Plan 1 annexed hereto
- 2.17 " Public Art Contribution" the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied to the provision of art works or features in or around the Property and for the avoidance

of doubt such art works or features shall not be attached to the Development

- 2.18 "Regeneration Objectives" the objectives of the Council contained in the documents produced by the Council from time to time entitled "Hatton Garden Regeneration Strategy" and "Hatton Garden Jewellery Centre Business Plan Summary" relating to the Hatton Garden Jewellery trade in the London Borough of Camden
- 2.19 "the Remaining Element" the whole area of the Development save that comprised in the B1(c) Element
- 2.20 "the Residential Element" the residential accommodation to be comprised in the Development above the retail accommodation in the position edged blue on Plan 2
- 2.21 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.22 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.23 "the Specified Area" 493 square metres net internal floorspace of the B1(c) Element shown edged red on Plan 3
- 2.24 "Use Classes Order" the schedule to the Town & Country Planning (Use Classes) Order 1987

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Subject to the Development being implemented the Parties acknowledge that the Residential Element in the Development shall be treated as being permanently designated as "car free" housing in accordance with clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **"Car Free" Housing**

4.1.1 To ensure that prior to occupying any residential unit forming part of the Residential Element each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council (save for metered parking spaces).

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.2 **The B1(c) Element**

4.2.1 To convert the B1(c) Element into independent accommodation accessed from St. Cross Street containing a lift and staircase serving ground and upper floors with a Water Closet per floor, including wash hand basin painted walls and ceilings and tiled floor with each floor being open plan accommodation with durable lino floor covering and lit with painted walls and electric heating and a gas point within the building and the external envelope will be repaired and redecorated.

4.2.2 Within seven days following completion of the B1(c) Element the Owner will certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at Clause 7.1 hereof the date upon which the B1(c) space is ready for occupation.

4.2.3 Not to occupy or permit occupation of any part of the Remaining Element until the Owner has received written notice from the Council (such notice not to be unreasonably withheld or delayed) that in the reasonable opinion of the Council all works comprised in the Development necessary to make the B1(c) Element lettable as light industrial unit(s) have been carried out and completed to the Council's reasonable satisfaction.

- 4.2.4 Not to occupy the Specified Area except as for a use being solely for purposes relating to manufacture within the local jewellery trade falling within class B1(c) of the Use Classes Order for a term of 15 years (from the date of first occupation of the B1(c) Element) without review at a rent of £5 per square foot of gross internal space without premium or penalty following which the rent will revert to the rent prevailing in the market at the end of the Lease period in accordance with the Lease approved by the Council insofar as those terms are not inconsistent with the terms of this Agreement. For the avoidance of doubt this sub-clause shall apply to all subsequent assignments of the lease and sublettings during the 15 year term unless the Council in consultation and in consideration of its Regeneration Objectives allows otherwise.
- 4.2.5 Not to occupy or permit occupation of any part of the Development unless the Specified Area is let or available for letting on the terms set out in Clause 4.2.4.
- 4.2.6 To allow occupation of the Specified Area only to such occupants as are introduced by or approved by the Council and or the Hatton Garden Jewellery Centre Partnership in writing and to use its best endeavours to expedite completion of a lease with such approved occupiers in terms of sub-clause 4.2.4 of this Agreement.
- 4.2.7 In the event of any dispute or difference arising between the parties hereto over the meaning or construction of sub-clause 4.2.6 above then the matter shall be referred to some independent and fit person to be appointed by the Parties or failing their agreement as to whom shall be appointed to a Senior Counsel to be nominated by the President for the time being of The Law Society on the application of either of the Parties PROVIDED THAT in every case where a person is appointed under this sub-clause he shall be entitled to act as an expert and not as an arbitrator in any case where he expressed in writing his willingness so to act and where neither party objects in writing to him so acting within twenty-one days of his statement to the parties that he is willing so to do and if he shall act as an expert the decision of such person shall be conclusive and binding on the Parties hereto and without appeal and any fees which may become payable to such person shall be within the award of that person but if he shall not act as an expert such person shall act in accordance with the provisions of the Arbitration Act 1996 (as from time to time amended or re-enacted

4.2.8 The B1(c) Element shall not be used for any purpose save as a light industrial unit within Class B1(c) of the Use Classes Order (and in particular shall not be used for any purpose within Class B1 of the Use Classes Order save a purpose falling within Class B1(c)) and in the event of any part of the B1(c) Element being used for a purpose not falling within Class B1(c) of the Use Classes Order occupation of such part shall cease forthwith

4.3 The Highways Contribution

4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution.

4.3.3 *On completion of the Highway Works the Council will provide to the Owner a notice specifying the sum (which shall not exceed £50,000) ("the Certified Sum") expended by the Council in carrying out the Highway Works.*

4.3.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said notice pay to the Council the amount of the excess.

4.4 Public Art

4.4.1 *The Owner shall commission a work or works of art to be displayed in on or around the Property in a position first to be agreed by the Owner with the Council.*

4.4.2 The detail of the work or works of art including the form artists location manner of display and accounting details shall be submitted to the Council for approval no later than six months prior to Practical Completion of the Development.

4.4.3 The value of the work or works of art shall be no less than fifty thousand pounds (£50,000) exclusive of consultation and design costs.

4.4.4 *Not to occupy or permit occupation any part of the Development until such time as the form of public art agreed by the Council is installed at the Property unless the*

Council has agreed a later date at the request of the Owner PROVIDED ALWAYS that any such request of the Owner shall only be made for reasons beyond the control of the Owner.

4.4.5 As an alternative to the commissioning of such work or works of art referred to in Clause 4.4.1 the Owner may within six months of the Implementation Date to pay to the Council the Public Art Contribution.

4.4.6 Not to occupy or to permit occupation until such time as Clause 4.4 has been complied with.

4.5 The Green Travel Plan

4.5.1 The Owner covenants with the Council to submit a draft of the Green Travel Plan to the Council on or prior to the Implementation Date.

4.5.2 The Owner covenants with the Council not to occupy or permit occupation of any part of the Development until such time as the Council has approved the Green Travel Plan such approval not to be unreasonably withheld.

4.5.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Green Travel Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Green Travel Plan.

4.5.4 For the avoidance of doubt the obligations contained in Clause 4.5 of this Agreement in relation to the Green Travel Plan shall not apply to the Residential Element of the Development.

5. OBLIGATION OF THE COUNCIL

5.1 The Council hereby covenants with the Owner to use all reasonable endeavours to carry out the Highway Works in a good and workmanlike manner.

5.2 In the event of the Highways Contribution not being utilised in whole or in part within five years of the date of this Agreement then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

6. **NOTICE TO THE COUNCIL/OTHER MATTERS**

6.1 Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference PSX0105374/R2 the date upon which the Remaining Element of Development is ready for occupation.

6.2 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6.5 Payment of the Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates or by Electronic Transfer directly to the Co-Operative Bank plc of

1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

6.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

6.7 Any sum referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH (if such payment or application is made more than three months from the date of this Agreement) a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

6.8 All Contributions costs and expenses payable to or by the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

7. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council

shall be addressed to the London Borough of Camden, Planning Obligations Officer, Property and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number PSX0105374/R2 and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of HM Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 7.6 Neither the Owner nor their successors in title nor any person deriving title from the Owner shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement and will assist the Owner in procuring removal of the entry in the Charges Register made pursuant to Clause 7.4 hereof.
- 7.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority.
8. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

THE FIRST SCHEDULE

THE GREEN TRAVEL PLAN

Part I: Components of the Green Travel Plan

The Green Travel Plan will be a basis for promoting sustainable travel to and from the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Green Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.local-transport.dtlr.gov.uk/travelplans/index.htm.)

The Owner will implement the Green Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Green Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.

Review, management, promotion.

1. **annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in part II of the Schedule**
2. **regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures and programmes relating to the Development and into publicly available material as appropriate and by making copies of the Green Travel Plan available to staff at and companies occupying the Development**
3. **ongoing senior management commitment and consultation with staff and occupants of the Property**
4. **a designated staff travel co-ordinator within the Development to be responsible for implementing the Green Travel Plan**
5. **a communications strategy within the Development about the benefits of the Green Travel Plan**

Emission/vehicle reduction initiatives

1. **use of alternatively-fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener-fuelled vehicle grants**
2. **establishment of electric vehicle recharging points**
3. **review and development of criteria to reduce car allowances**
4. **measures to prevent the use of staff car parking and permits in and around the Development**

Public Transport Initiatives

1. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites:
www.transportforlondon.gov.uk / www.nationalrail.co.uk
2. Where possible provide staff with interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams
3. Work with the Council and public transport operators to improve routes

Cycle Initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking
2. Changing and showering facilities
3. Cycle allowance for work-related journeys
4. Cycle and equipment loans and insurance
5. Cycle repair facilities
6. Potential cycle pool for work-related journeys should there be an identified need
7. Work with the Council to improve cycle routes to/from work sites

Other Initiatives

1. Encourage walking through the provision of information on the best pedestrian routes to and from the work site for staff and visitors.
2. Consider the use of partial homeworking/teleworking /teleconferencing
3. Use taxis as appropriate

PART II: Review and Monitoring of the Green Travel Plan

The Owner shall ensure that the GTP contains arrangements for the review and monitoring of the Green Travel Plan are carried out on an ongoing basis and at least every 2 years.

These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Green Travel Plan by agreement in the light of developing circumstances.

1. **Review the Development's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with employees**

This will involve meeting employees of the Development to promote the concept of a Green Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Council will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Green Travel Plan.

5. **Monitor and Review**

The Green Travel Plan will secure an ongoing process of continuous improvement. Each version of the Green Travel Plan shall set out a mechanism for reporting back

DATED

2004

DERWENT VALLEY LONDON LIMITED

and

[]

LEASE

of

**Langdales Building
Hatton Garden
London EC1**

Commencement:-

Term:

Rent: £[] per annum exclusive

THIS LEASE is made the
four

day of

Two thousand and

BETWEEN :-

1. DERWENT VALLEY LONDON LIMITED (registered in England No. 229333) whose registered office is at 25 Savile Row London W1S 2ER

AND

2. [] (registered in England No. []) whose registered office is at []

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

- 1.1 In this Lease, except where the context otherwise requires, the following words and expressions have the following meanings:-

“Common Facilities” means every party wall, party structure, escape staircase, service area, car park, parking area, ways, roads, pavements, pavement lights and other easements or services or otherwise used or enjoyed by the Tenant and/or the demised premises in common with any other premises and/or the occupiers thereof,

“conduits” means tanks, pipes, sprinklers, wires, cables, drains, meters, ducts, trunking, sewers, gutters and associated apparatus and other similar items,

“the Council” means the London Borough of Camden,

“the demised premises” means the building comprising [] known as Langdales Building Hatton Garden London EC1 shown for the purpose of identification edged red on plans numbered [] annexed together with all additions and improvements and fixtures and fittings which during the term may be affixed and all conduits, plant, machinery and other conveniences serving the demised premises and excluding the airspace above the demised premises,

“the ending of the term” means the coming to an end of the term in any way including expiration, termination, surrender and forfeiture,

“the Estate” means the buildings known as [New Garden House Hatton Garden London EC1] (as altered from time to time) the location of which is shown for the purpose of identification edged [] on plan number [] annexed together with any additional land or structures which the Landlord may from time to time reasonably designate as part of the Estate having regard to the interests of good estate management, *[NB this plan will show the extent of the Estate as determined by the landlord]*

- (B) a reference to costs payable by the Tenant or against which the Tenant covenants to indemnify the Landlord includes but is not limited to all solicitors', surveyors', architects' and other fees disbursements and irrecoverable VAT and other expenditure incurred by the Landlord on its own account or by the insurers or any other person interested in the demised premises,
- (C) a covenant by the Tenant not to do any act, matter or thing includes a covenant not to cause or permit or suffer the doing of it,
- (D) where a party consists of two or more persons the obligations of such persons shall be joint and several,
- (E) reference to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise of such right:-
 - (i) by any mortgagee of the Landlord and all persons authorised by them; and
 - (ii) in common with all persons having a like right,
- (F) where a party consists of two or more persons the obligations of such persons shall be joint and several,
- (G) a reference to a clause is a reference to a clause of this Lease and a reference to a sub-clause is to a sub-clause of the clause in which the reference appears,
- (H) a reference to a schedule is a reference to a schedule to this Lease, and
- (I) headings to clauses and titles of sub-clauses are for convenience only and do not affect the interpretation of this Lease.

2. THE DEMISE

In consideration of the rents reserved by this Lease and the covenants on the part of the Tenant the Landlord demises unto the Tenant all those the demised premises subject to all easements, liberties, privileges, quasi-easements, rights, benefits and advantages affecting them together with the easements and rights for the Tenant (in common with the Landlord and all other persons similarly entitled and so far as necessary for the enjoyment of the demised premises) specified in the First Schedule except and reserved to the Landlord and all persons authorised by the Landlord or otherwise entitled the easements and rights specified in the Second Schedule to hold the demised premises unto the Tenant for a term commencing on [the date of this Lease] and expiring on the [] day of [] Two thousand and [] yielding and paying during the term to the Landlord:-

- (A) first the principal yearly rent by equal quarterly payments in advance on the usual quarter days in every year such payments to be made by banker's order or credit transfer to such account as the Landlord may require the first such payment to be made on the [on the date of this Lease] in respect of the period commencing on the [date of this Lease] until the next following quarter day;

- (B) secondly by way of additional rent payable on demand the sums referred to in clauses 3.2 (C) and 3.3 (E);
- (C) thirdly by way of additional rent payable on demand such proportion as the Landlord shall in its absolute discretion deem to be fair and reasonable of the costs and expenses which the Landlord may from time to time incur by way of payments of premium for insuring and keeping insured the Estate against the insured risks;
- (D) fourthly by way of additional rent payable on demand any sum by which the premium for insurances payable by the Landlord in respect of the demised premises or the Estate may be hereafter increased by reason of any increase in the rate or amount thereof in consequence of any alteration made to the demised premises or in consequence of the user of the demised premises; and
- (E) fifthly by way of additional rent any VAT whether or not such tax is imposed as a result of an election by or with the consent of the Landlord.

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

3.1 Rent

- (A) To pay the rents reserved by this Lease at the times and in the manner specified without any deduction.
- (B) Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to set-off.

3.2 Outgoings

- (A) To pay and discharge all existing and future rates, taxes, duties, charges, assessments, outgoings and impositions (whether parliamentary, local or otherwise and whether of a capital, revenue, non-recurring or wholly novel nature) which are now or may at any time be assessed, charged or imposed upon the demised premises or on the owner or occupier in respect of them or any thing done on them or pending separate assessment of the demised premises a fair proportion to be determined by the Landlord of any sum payable in respect of property of which the demised premises form part.
- (B) To pay for all meter rents and all gas electricity water and fuel consumed on the demised premises and services supplied to the demised premises and to observe and perform at the Tenant's expense all present and future regulations and requirements of the supply authorities and to keep the Landlord indemnified in respect of such regulations and requirements.
- (C) To pay to the Landlord on demand a sum equal to a fair and proper proportion of the costs and expenses attributable to the demised premises (such proportion to be determined by the Landlord) incurred in or about every or any necessary reparation

lighting pulling down rebuilding resurfacing raising cleansing emptying maintaining extending and amending of Common Facilities.

3.3 Decoration and repair

- (A) In [] and in every subsequent fifth year of the term or more frequently if necessary and also in the three months immediately before the ending of the term to paint, clean or otherwise treat as the case may be all the inside structure and other internal parts of the demised premises usually or requiring to be painted, cleaned or otherwise treated with three coats of good quality paint or other suitable material of good quality in a proper and workmanlike manner and generally to redecorate the interior of the demised premises and afterwards grain, varnish, wash, strip, stop, distemper, colour, paper or otherwise decorate in the usual manner all parts usually or requiring to be so dealt with the colour and method of all such painting and other works of decoration to be approved by the Landlord.
- (B) In [] and in every subsequent third year of the term or more frequently if necessary and also in the three months immediately before the ending of the term to paint, clean or otherwise treat as the case may be all outside parts of the demised premises usually or requiring to be painted, cleaned or otherwise treated with three coats of good quality paint or other suitable material of good quality in a proper and workmanlike manner the colour of all such painting and the method of treatment to be approved by the Landlord.
- (C) Save in the case of damage by insured risks (except to the extent the insurance effected by the Landlord is vitiated, avoided or forfeited or the payment of the policy monies is refused or withheld by reason of the act or omission of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees):-
- (i) to keep the demised premises in good and substantial repair and condition and in whole or in part replace or renew them as necessary; and
 - (ii) to replace from time to time with others of modern and up to date design all landlord's fixtures and fittings which become obsolete or unusable
- (D) To put and keep in good and substantial repair and condition all Common Facilities forming part of the demised premises.
- (E) At the Landlord's request:-
- (i) to join with the owners or occupiers of adjoining or neighbouring property in the carrying out of works to Common Facilities where such works cannot be carried out without the concurrence of the Tenant,
 - (ii) to pay on demand a fair proportion to be determined by the Landlord of the costs.

- (F) To keep any parts of the demised premises which are open and unbuilt upon, clean and tidy and (where applicable) properly mowed, planted and landscaped.
- (G) To enter into such contracts as the Landlord may reasonably require with persons approved by the Landlord for the regular maintenance, inspection, care and servicing of the lifts, boilers, central heating, air conditioning and sprinkler installations serving the demised premises and to provide the Landlord with copies of the engineering certificates in respect of such plant machinery and equipment on demand.
- (H) As often as may be reasonably necessary and at least once a month to clean (both internally and externally) and where appropriate to polish all windows, screens and glass panels of the demised premises.

3.4 Yielding up

- (A) At the ending of the term or at such later date as the Landlord recovers possession of the demised premises from the Tenant:-
 - (i) quietly to yield up the demised premises (except lessee's and trade fixtures and fittings which shall at the request of the Landlord but not otherwise be removed prior to the ending of the term) in a condition consistent with the due performance and observance by the Tenant of its covenants in this Lease,
 - (ii) if any alterations or additions have been made during the term to reinstate the demised premises (if so reasonably required by the Landlord but not otherwise) to the state and condition they were in prior to the making of the alterations and additions,
 - (iii) to remove from the Estate every sign, notice or other notification belonging to the Tenant or any person deriving title under the Tenant,
 - (iv) to make good all damage caused by the removal of fittings, furniture and effects in accordance with this Lease,

to the satisfaction of the Landlord.

- (B) If the Tenant fails to leave the Estate in such condition to pay to the Landlord the cost of taking such steps as may be necessary or expedient to remedy such default.

3.5 Statutes

- (A) To comply with all Statutes and the requirements or directions of any government department, local authority or other competent authority affecting the demised premises or their use and occupation.
- (B) To execute all works and obtain all certificates and licences and provide and maintain all arrangements which by or under any Statute or any such requirement or direction are or may be directed or required to be executed, obtained, provided or maintained upon or in respect of the demised premises whether by the Landlord or the Tenant.

- (C) Not to do or omit to do on the Estate anything by reason of which the Landlord may under any Statute or any such requirement or direction incur or have imposed upon it or become liable to pay any penalty, damages, compensation, costs, levies, charges or expenses.
- (D) Upon receipt to deliver to the Landlord a copy of any communication from a government department, local authority or other competent authority affecting the demised premises and at the cost of the Tenant to make or join in making such objections, representations or appeals against or in respect of it as the Landlord may require.

3.6 Planning

- (A) To obtain from the relevant planning authority on its own behalf and on behalf of the Landlord all permissions and to serve such notices as may be required for the carrying out of any development on the demised premises or the institution or continuance of any use.
- (B) Notwithstanding any other approval granted under this Lease not to make any application for such permission nor implement such permission once granted without the consent of the Landlord.
- (C) If any planning permission is granted subject to conditions, not to carry out such development or institute or continue such use before security for the compliance with such conditions has been produced to the Landlord and approved by it.
- (D) At the request of the Landlord to make application to the relevant planning authority for a determination whether the carrying out of any such development or the institution or continuance of any such use requires permission.
- (E) To withdraw any application made by the Tenant if the decision of the relevant planning authority has not been obtained within twelve months of the date of the application.
- (F) To pay and satisfy any charge or levy imposed in respect of the carrying out or maintenance of any such development or the institution or continuance of any such use.
- (G) Before the ending of the term and unless the Landlord shall otherwise direct, to carry out in a good and workmanlike manner with suitable materials of good quality any works stipulated to be carried out to the demised premises by a date after the ending of the term as a condition of any planning permission which may have been granted during the term and implemented in whole or in part.
- (H) Not to object to any planning application made in connection with the development of the Estate.

3.7 Entry upon the demised premises

(A) To permit the Landlord and persons authorised by the Landlord to enter at reasonable times after prior notice (except in an emergency) to enter the demised premises and where requisite to remain with or without workmen, materials and equipment:-

- (i) to alter, maintain or repair any adjoining premises or their services,
- (ii) in connection with the development of such premises,
- (iii) measuring, preparing drawings and carrying out tests in connection with any proposals the Landlord may have for the Estate,
- (iv) in connection with the easements and rights reserved by this Lease,
- (v) to comply with such covenants, conditions and restrictions (if any) as may affect any reversion on the term,
- (vi) to inspect the demised premises and any alterations or additions being carried out,
- (vii) to complete an inventory of the Landlord's fixtures and fittings,
- (viii) to measure or value the demised premises,
- (ix) to remedy any breach of the Tenant's covenants in this Lease,

without payment for any nuisance, annoyance, damage or inconvenience caused to the occupiers of the demised premises but subject to the persons entering making good any damage caused to the demised premises without unreasonable delay.

(B) To give immediate notice in writing to the Landlord of any destruction or damage to the demised premises and of any defect which would or might give rise to any obligation on the Landlord's part to do or refrain from doing any act or thing in order to comply with the duty of care imposed by the Defective Premises Act 1972.

3.8 Breaches

(A) To make good all breaches of the Tenant's covenants in this Lease within one month after the giving of written notice by the Landlord to the Tenant or sooner if requisite.

(B) If the Tenant continues to default in the performance of any of such covenants of which notice has been given to permit the Landlord and all persons authorised by the Landlord to take such steps as may be necessary or expedient to remedy the breaches and the costs (including professional fees and other expenses) incurred by the Landlord in so doing shall be paid by the Tenant to the Landlord on demand and if not so paid shall be a debt due from the Tenant to the Landlord and recoverable by action.

3.9 Costs

To indemnify the Landlord against all costs arising from or in contemplation of:-

- (A) the preparation and service of any notices or proceedings under sections 146 and 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938 and the inspection and supervision of any works required to be done,
- (B) the taking of steps subsequent to any such notice notwithstanding forfeiture is avoided otherwise than by relief granted by the Court,
- (C) the effecting of any forfeiture not requiring such notice,
- (D) the recovery of sums due under this Lease including the levy or attempted levy of any distress,
- (E) the preparation and service of all notices and schedules (whether statutory or otherwise) relating to wants of repair to the demised premises or other breaches of any of the Tenant's covenants in this Lease and the inspection and supervision of any works required to be done whether served during the term or after its ending,
- (F) the enforcement of the Tenant's covenants in this Lease or of the obligations of any person who at any time guarantees the obligations of the Tenant,
- (G) the preparation and service of any notices, applications or proceedings under the Landlord and Tenant (Covenants) Act 1995,

and all reasonable and proper costs arising from or in contemplation of any application for a consent, licence or approval whether it is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn or abandoned.

3.10 Insurance

- (A) Not to do or bring or keep on the Estate anything which might increase the risk of damage by any of the insured risks.
- (B) Not to do anything to cause the insurance effected on the Estate or any adjoining or neighbouring property of the Landlord to become void or voidable or the premium to be increased.
- (C) To comply with the recommendations or requirements of the insurers of the demised premises and the local fire officer.
- (D) To pay on demand such proportion as the Landlord shall deem to be fair and reasonable of the Landlord's costs of valuing or obtaining valuations of the Estate for insurance purposes.
- (E) If the Estate or any adjoining or neighbouring property of the Landlord is damaged or destroyed by any risk insured against by the Landlord and the policy of insurance in respect of it is vitiated, avoided or forfeited or the payment of the policy monies or any part of them is refused or withheld by reason of the act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees then and in every such case to pay to the Landlord on the date when the

policy monies would otherwise have been paid an amount equal to the sum so refused or withheld.

- (F) Not to insure the demised premises against any risks which are from time to time insured against by the Landlord and to hold any monies received from any policy effected in breach of this paragraph upon trust for the Landlord.
- (G) To insure all plant machinery and equipment forming part of the demised premises against damage or destruction by the insured risks in the full re-instatement cost in the joint names of the Landlord and the Tenant with an engineering policy in an insurance office approved by the Landlord and to hold all money received by virtue of such insurance upon trust to be forthwith laid out in reinstating the damage or destruction in respect of which it shall have been paid and to make up any deficiency out of its own money.

3.11 Alterations

- (A) Not to make any alterations or additions to the demised premises or any installations, conduits, plant or machinery serving them save as provided in paragraphs (B) and (C) of this sub-clause.
- (B) Not without the consent of the Landlord (such consent not to be unreasonably withheld) to make any internal non-structural alterations or additions Provided always that the consent of the Landlord shall not be required for the erection and removal of demountable partitioning if drawings showing such proposed works are deposited with the Landlord prior to work commencing.
- (C) Not at any time during the term to make any alteration to the electrical installations of the demised premises without the prior written consent of the Landlord (which consent shall not be unreasonably withheld) nor otherwise than in accordance with the terms and conditions laid down by the Institution of Electrical Engineers and the regulations of the electricity supply companies.
- (D) Not to commence any alterations or additions before all necessary licences, approvals, permissions and consents from all relevant government departments, local authorities and other competent authorities, the insurers and other persons interested in the demised premises have been produced to the Landlord and approved by it.
- (E) To procure that all alterations or additions are carried out by contractors approved by the Landlord.
- (F) At the Landlord's request to procure that the contractors carrying out any alterations or additions and the architects, engineers or other persons engaged in a consultative capacity in connection with their design or supervision enter into collateral assurances with the Landlord acknowledging in terms acceptable to the Landlord a duty of care to the Landlord in connection with the carrying out, design or supervision (as the case may be).

- (F) To carry out any alterations or additions approved by the Landlord in a good and workmanlike manner with suitable materials of good quality to the satisfaction of the Landlord strictly in accordance with all such licences, approvals, permissions and consents and the plans and specifications approved by the Landlord without causing any nuisance or annoyance to the owners or occupiers of any neighbouring premises.
- (G) To remove on demand any alterations or additions made in contravention of this sub-clause or in respect of which any licence, approval, permission or consent is withdrawn or lapses and make good all damage caused by such removal and restore all parts of the demised premises affected to a good and substantial condition and properly decorated under the supervision and to the satisfaction of the Landlord.

3.12 Use

- (A) Not to use the demised premises for any dangerous, noxious, noisy, offensive, illegal or immoral purpose.
- (B) Not to hold any auction, public meeting, entertainment or exhibition on the demised premises.
- (C) Not to use the demised premises as a betting shop or a betting office.
- (D) Not to use the demised premises for the sale of wines, spirits, beers or intoxicating liquor for consumption either on or off the demised premises.
- (E) Not to allow any person to sleep in the demised premises nor to use the demised premises for residential purposes.
- (F) Subject to the preceding paragraphs of this sub-clause, not to use the demised premises otherwise than for the Permitted Use.

3.13 Naming and signage

- (A) Not to name the demised premises without the approval of the Landlord, such approval not to be unreasonably withheld.
- (B) Not to display on the exterior of the demised premises nor on the demised premises so as to be visible from outside any sign, fascia, poster, blind or advertisement other than with the approval of the Landlord, such approval not to be unreasonably withheld:-
 - (i) a sign of a size and a kind showing the name and business of the permitted occupiers,
 - (ii) a sign of a size and a kind showing the permitted name of the demised premises, and

- (iii) other reasonable external signage appropriate to a good quality office building in a Central London location.
- (C) Not to install blinds in the windows of the demised premises so as to be visible from outside other than uniform blinds throughout the demised premises.

3.14 "For sale" and "to let" signs

- (A) To permit the Landlord and its agents to enter upon the demised premises to fix and retain on the demised premises notice boards for the disposal of the Landlord's interest and in the six months immediately before the ending of the term notice boards for the reletting of the demised premises.
- (B) Not to obscure or interfere with such notice boards.
- (C) To permit all persons authorised by the Landlord or its agents to view the demised premises at reasonable times in connection with such disposal or reletting without interruption.

3.15 Security arrangements

Not to leave the demised premises continuously unoccupied for more than one month without notifying the Landlord and providing security and caretaking arrangements approved by the Landlord and the insurers.

3.16 Overloading

- (A) Not to submit any part of the Estate to any excessive load nor to suspend any excessive weight from the ceilings or structure.
- (B) Not to overload or obstruct the lifts and the conduits serving the demised premises or to discharge into any pipes, drains, or sewers any trade effluent or any harmful matter or substance.
- (C) Not to obstruct or interfere with the ventilating louvres and grilles situate in or serving the demised premises and not to install or operate in the demised premises any equipment, machinery or apparatus which may cause the efficiency of the heating, ventilation, air conditioning and cooling systems in any part of the Estate to be diminished or impaired or their balance interfered with.

3.17 Entrances and service areas

- (A) Not to load or unload or receive delivery of or dispatch any goods otherwise than in the areas and through the entrances designated by the Landlord from time to time and not to leave any article so that such areas or the entrances roadways or means of access to the Estate are blocked so that access by others is precluded, hindered or inconvenienced.

- (B) Not to take steps to discourage smoking within the demised premises without providing adequate facilities within the demised premises for persons who wish to smoke and taking all reasonable steps to ensure that such persons make use of such facilities and do not congregate outside the Estate in its immediate vicinity.

3.18 Rights of light

- (A) Not to darken or obstruct any windows belonging to the demised premises nor to accept payment or other consideration for consenting to anyone else doing so.
- (B) Upon any third party making or acquiring or attempting to make or acquire any encroachment or easement against the demised premises by constructing any new window, opening, doorway, access, installing any conduit or otherwise to give notice to the Landlord.
- (C) At the request of the Landlord to take such steps as the Landlord may require to prevent any third party darkening or obstructing such windows or making or acquiring such encroachment or easement.

3.19 Alienation

- (A) Not to assign, charge, underlet, hold upon trust for another or part with or share possession or occupation of the whole or any part of the demised premises except as provided in this sub-clause.
- (B) Not to go out of occupation of the whole of the demised premises otherwise than by an assignment of the whole or underletting of the whole.
- (C) Not to assign the whole of the demised premises without first entering into an authorised guarantee agreement with the Landlord in accordance with Section 16 of the Landlord and Tenant (Covenants) Act 1995 in such form as the Landlord may lawfully require:-
 - (i) imposing liability on the Tenant as principal debtor in respect of the obligations owed by the assignee under the covenants in this Lease falling to be complied with by the tenant of the demised premises;
 - (ii) imposing liability on the Tenant as guarantor in respect of the assignee's performance of the covenants which are equivalent to those to which the Tenant would be subject as sole or principal debtor in respect of the obligations owed by the assignee under the covenants;
 - (iii) requiring the Tenant, in the event of this Lease being disclaimed, to enter into a new lease of the demised premises:-
 - (a) whose term expires not later than the term of this Lease; and
 - (b) whose covenants falling to be complied with by the tenant of the demised premises are equivalent to those of this Lease; and

- (iv) making provision incidental or supplementary to any provision made by virtue of any of sub-paragraphs (i) to (iii) of this paragraph.
- (D) Not to assign the whole of the demised premises without first:-
- (i) obtaining the consent of the Landlord (such consent not to be unreasonably withheld provided that the Landlord shall be entitled to withhold its consent in the circumstances set out at (E) below);
 - (ii) providing copies of the audited accounts of the intended assignee (being a body corporate) for the three immediately preceding accounting periods (including the accounting period last expired), management accounts of the intended assignee (being a body corporate) for the immediately preceding 12 months providing a true and fair view and the financial budget for the forthcoming year approved by the board of the intended assignee;
 - (iii) remedying any material breach of the obligations on the part of the Tenant contained in this Lease relating to the state and condition of the demised premises;
 - (iv) if reasonably required by the Landlord procuring that any intended assignee deposits with the Landlord an amount equal to at least two quarters of the principal yearly rent upon such terms as the Landlord may reasonably require;
 - (v) procuring that any intended assignee of the demised premises enters into direct covenants with the Landlord to pay the rents reserved by this Lease and observe and perform all the Tenant's covenants in this Lease;
 - (vi) procuring that such sureties as the Landlord requires covenant by deed directly with the Landlord as principal debtors or covenantors in such form as the Landlord requires to pay to the Landlord all losses, costs and expenses arising out of or incidental to any failure by such assignee to comply with its obligations to the Landlord from time to time and (if any event or default occurs rendering this Lease liable to forfeiture whether or not the Landlord forfeits) at their own expense to accept and execute a counterpart of a new lease of the demised premises for the residue of the term then outstanding at the same rents and upon the same terms as this Lease.
- (E) The Landlord may withhold its consent pursuant to sub-clause (D)(i) above where the proposed assignee is a Group Company unless:-
- (i) that Group Company is of no lesser financial strength than the Tenant at the date of the application for consent to assign or,
 - (ii) that Group Company is of lesser financial strength but the Tenant procures that another Group Company ("the Guarantor") of no lesser financial strength than the Tenant (at the date of the application for consent to assign) covenants by deed directly with the Landlord as surety pursuant to sub-clause (D)(vi) above and a Group Company of no less financial strength than the Guarantor

(at the date it covenanted with the Landlord) also guarantees as surety the obligations of any further assignee that is a Group Company.

- (F) Not to underlet the whole of the demised premises without obtaining the consent of the Landlord (such consent not to be unreasonably withheld) nor otherwise than by an instrument in writing approved by the Landlord on the same terms and conditions as this Lease so far as applicable to the premises underlet and:-
- (i) containing an absolute prohibition against the underlessee underletting, charging, parting with possession or sharing the occupation of the premises underlet or any part of them or assigning part of them,
 - (ii) containing a covenant by the underlessee not to assign the premises underlet without the prior written consent of the Landlord under this Lease such consent not to be unreasonably withheld,
 - (iii) at an annual rent not exceeding the principal yearly rent reserved by this Lease unless the approval of [the Council] has been obtained,
 - (iv) containing or having endorsed upon it an agreement excluding sections 24 to 28 of the Landlord and Tenant Act 1954 authorised by an order of the court under section 38(4) of that Act,

nor without procuring that any intended underlessee enters into direct covenants with the Landlord under this Lease to observe and perform the Tenant's covenants in this Lease so far as applicable to the premises underlet and the covenants to be contained in the proposed underlease by virtue of sub-paragraphs (i) and (ii) of this paragraph.

- (G) Not to underlet part of the demised premises without obtaining the consent of the Landlord (such consent not to be unreasonably withheld) and this shall include the Landlord's approval of the area to be included in proposed underletting (such approval not to be unreasonably withheld) nor otherwise than by an instrument in writing approved by the Landlord on the same terms and conditions as this Lease so far as applicable to the premises underlet and:-
- (i) containing an absolute prohibition against the underlessee underletting, charging, parting with possession or sharing the occupation of the premises underlet or any part of them or assigning part of them,
 - (ii) containing a covenant by the underlessee not to assign the premises underlet without the prior written consent of the Landlord under this Lease such consent not to be unreasonably withheld,
 - (iii) at an annual rent not exceeding the due proportion of the principal yearly rent applicable to the premises underlet unless the approval of [the Council] has been obtained,

- (iv) complying in all respects with the requirements of the fire authorities in respect of the premises underlet and their access and means of escape,
- (v) containing or having endorsed upon it an agreement excluding sections 24 to 28 of the Landlord and Tenant Act 1954 authorised by an order of the court under section 38(4) of that Act;

nor without procuring that any intended underlessee enters into direct covenants with the Landlord under this Lease to observe and perform the Tenant's covenants in this Lease so far as applicable to the premises underlet and the covenants to be contained in the proposed underlease by virtue of sub-paragraphs (i) and (ii) of this paragraph.

- (H) Not to forfeit or accept a surrender of any underlease without the consent of the Landlord.
- (I) To enforce the observance and performance of and not to vary or waive the covenants on the part of any underlessee and the provisions for review of rent contained in any underlease.
- (J) Not to defer or accelerate the payment of rent under any underlease.
- (K) Not to share occupation of the whole or any part of the demised premises otherwise than with a Group Company upon terms such that:-
 - (i) no assignment or sub-letting is effected and no right to exclusive possession is conferred;
 - (ii) the Tenant does not part with possession; and
 - (iii) any rights of occupation or possession come to an end immediately the body corporate ceases to be a Group Company.

3.20 Registration and HM Land Registry

- (A) [Promptly following the grant of this Lease, to apply to register this Lease at HM Land Registry and to ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with properly and promptly. Within one month after completion of the registration, to send the Landlord official copies of its title.]
- (B) In this clause a Transaction is:-
 - (i) any dealing with this Lease or the devolution of, or parting with possession of any interest in it, or
 - (ii) the creation of any underlease or other interest out of this Lease or out of any interest, underlease derived from it, and any dealing, devolution or

transmission or, or parting with possession of any such interest or underlease,
or

- (iii) the making of any other arrangement for the occupation of the demised premises.
- (C) In respect of a Transaction that is registrable at HM Land Registry, promptly following completion of the Transaction to apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with properly and promptly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
- (D) No later than one month after a Transaction (other than the grant of this Lease) to:-
 - (i) give the Landlord's solicitors notice of the Transaction, and
 - (ii) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors, and ●
 - (iii) pay the Landlord's solicitors a reasonable registration fee.
- (E) [At the ending of the term (and notwithstanding that the term has ended), promptly to apply to HM Land Registry in order to close the title to this Lease registered at HM Land Registry and to provide the Landlord with such information and assistance as the Landlord may reasonably require in order to remove any notice of this Lease from the Landlord's title. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with the Tenant's application are dealt with promptly and properly. The Tenant shall (notwithstanding that the term has ended) keep the Landlord informed of the progress and completion of the Tenant's application.]
- (F) Not to make any application to HM Land Registry to designate this Lease as an exempt information document.
- (G) Not to make any objection to an application by the Landlord to HM Land Registry to designate this Lease as an exempt information document.
- (H) Not to make any application for an official copy of any exempt information document version of this Lease.

3.21 Indemnity

To indemnify the Landlord against all actions, costs, claims, demands and expenses arising as a result of any breach or non-observance of the Tenant's covenants in this Lease or by reason

of any act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees.

3.22 Production of information

To produce on demand such evidence as the Landlord may require to satisfy itself that the Tenant's covenants in this Lease have been complied with and particulars of all derivative or occupational rights existing in respect of the demised premises however remote or inferior.

3.23 Interest

To pay to the Landlord if so required and without prejudice to the Landlord's other remedies (as well after as before any judgment) interest at the rate of four per centum per annum above the base rate of HSBC Bank PLC from time to time on any sum becoming due under this Lease (whether or not formally demanded) and not paid within seven days of its becoming due from the date it becomes due down to the date of payment and on any sum due under this Lease but not accepted by the Landlord from the date of its becoming due down to the date of acceptance.

3.24 VAT

To pay any VAT payable in respect of any sum payable under this Lease so that any such sum is deemed to be tax exclusive.

3.25 Regulations

To observe and perform and cause its servants, agents and licensees to observe and perform the rules and regulations made by the Landlord from time to time for the orderly and safe use of the Estate and its facilities.

3.26 Matters affecting the reversion

- (A) To observe and perform all covenants, conditions and restrictions (if any) to which any reversion immediately or mediately expectant on the term may be subject.
- (B) To give notice of any assignment of the reversion immediately expectant on the determination of the term to any predecessor in title of the assignor who remains bound by any of the covenants in this Lease falling to be complied with by the Landlord.

3.27 Release of landlord

Not unreasonably to withhold its consent to any application by the Landlord for a release of the covenants on the part of the Landlord pursuant to section 8 of the Landlord and Tenant (Covenants) Act 1995.

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:-

4.1 Quiet enjoyment

The Tenant paying the rents reserved by this Lease and observing and performing the covenants on its part may peaceably hold and enjoy the demised premises during the term without any interruption by the Landlord or any person lawfully claiming under or in trust for it.

4.2 Insurance

Subject to such insurance being readily available at acceptable rates and to any exclusions, excesses, conditions, and limitations imposed by the insurers or the underwriters to procure the insurance of or to insure:-

- (A) the Estate against the insured risks either in such a sum as the Landlord determines as being the full rebuilding and reinstatement cost (including sums for demolition and site clearance, architects' and other fees, value added tax and a due allowance for cost increases over the likely rebuilding period) of the Estate or such greater sum as the Tenant reasonably requests in writing provided that the Landlord shall not be obliged to insure any fixtures or fittings which may be installed by the Tenant (whether landlord's or tenant's fixtures and fittings) or any additions or improvements to the Estate until the Tenant has notified the Landlord in writing of their value or reinstatement cost,
- (B) at least three years' loss of rent from the Estate (which may be calculated having regard to impending rent reviews), and
- (C) against public liability and property owner's risks.

4.3 Insurance particulars

To supply to the Tenant on request particulars of any policy of insurance effected under this Lease sufficient to enable the Tenant to know the full extent of the premises and the fixtures and fittings covered, the risks and the sums insured and any exceptions, exclusions, conditions or limitations to which the policy is subject.

4.4 Reinstatement

To apply all moneys received under such insurance in respect of loss or damage to the demised premises (other than sums relating to rent) in rebuilding or reinstating (so far as such insurance moneys extend) the demised premises to the same or no less suitable and

convenient state as before the loss or damage occurred such rebuilding or reinstatement to be effected with all reasonable despatch and diligence after all necessary consents and approvals have been obtained.

4.5 [Terrorist Activity]

The Landlord may, at its discretion, include the risk of Terrorist Activity as an insured risk. The Landlord shall notify the Tenant in writing as soon as reasonably possible after Terrorist Activity becomes an insured risk and shall notify the Tenant in writing as soon as reasonably possible after Terrorist Activity ceases to be an insured risk.]

5. FURTHER PROVISIONS

5.1 Provision for re-entry

It shall be lawful for the Landlord or any person on its behalf to re-enter upon the whole or any part of the demised premises in the name of the whole and from then peaceably to hold and enjoy the demised premises as if this Lease had not been made without prejudice to any right of action or remedy of the Landlord:-

- (A) if the rents reserved by this Lease or any part of them is in arrear for fourteen days after they become due (whether legally demanded or not), or
- (B) in the event of any breach of any of the Tenant's covenants in this Lease, or
- (C) if the Tenant or any surety who at any time guarantees the obligations of the Tenant (being a body corporate) has an order made or a resolution passed for its winding up or otherwise enters voluntary winding up or if a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up (other than a voluntary winding up of a solvent company for the purpose of amalgamation or reconstruction) or if a receiver or administrative receiver is appointed over all or any of its assets, or
- (D) if an administration order is made in respect of the Tenant or such surety (being a body corporate) or a petition for such an order is presented, or
- (E) if the Tenant or such surety (being a body corporate) calls a meeting of its creditors or any of them or makes an application under section 425 of the Companies Act 1985 or a meeting is convened pursuant to section 3 of the Insolvency Act 1986 to consider a proposal for a voluntary arrangement under Part I of such Act in relation to the Tenant or such surety (being a body corporate) or enters into any arrangement, scheme, compromise, moratorium or composition with its creditors or any of them or suffers any distress or execution to be levied on the demised premises or enters into a transaction to which section 423 of the Insolvency Act 1986 applies or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
- (F) if the Tenant or such surety (being an individual or if more than one individual then any of them) is subject to a bankruptcy order or a petition for such an order is presented or if the Tenant or any such surety makes an assignment for the benefit of

creditors or makes an arrangement with creditors for the liquidation of debts and liabilities by composition or otherwise, or

- (G) if an application is made in respect of the Tenant or such surety (being an individual or if more than one individual then any of them) for an interim order under section 252 of the Insolvency Act 1986 or if any such order is made or if any meeting is convened pursuant to section 257 of the Insolvency Act 1986 to consider a proposal for a voluntary arrangement under Part VIII of such Act in relation to the Tenant or such surety or if the Tenant or such surety enters into any arrangement, scheme, compromise, moratorium or composition with his creditors or any of them or suffers any distress or execution to be levied on the demised premises or enters into a transaction to which section 423 of the Insolvency Act 1986 applies or appears to be unable to pay or to have no reasonable prospect of being able to pay any debt (as those expressions are defined in section 268 of the Insolvency Act 1986), or
- (H) the Tenant shall cease for any reason to maintain its existence, or
- (I) any event arises or occurs outside the jurisdiction of the High Court of Justice of England which has a similar effect to any of the foregoing.

5.2 Cesser of rent

- (A) If the whole or any part of the demised premises is damaged by any of the insured risks so as to be unfit for occupation and use and the insurance effected by the Landlord is not vitiated, avoided or forfeited or the payment of the insurance proceeds or of any part of them refused or withheld by reason of any act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees then the principal yearly rent or a fair proportion of it according to the nature and extent of the damage sustained will be suspended until the demised premises are again fit for occupation and use or until the expiration of such period in respect of which loss of rent insurance may have been effected whichever is the earlier.
- (B) Any dispute concerning paragraph (A) of this sub-clause is to be determined by a single arbitrator in accordance with the Arbitration Act 1996.

5.3 Termination

If the Landlord is unable or unwilling to rebuild or reinstate the demised premises after loss or damage by an insured risk and within thirty six months of the happening of the loss or damage so notifies the Tenant in writing the Landlord's obligation in that respect and this Lease will determine and the Landlord will be entitled to retain the whole of the insurance moneys without prejudice to any further right or remedy of the Landlord.

5.4 Licences to be obtained

- (A) Any licence, consent or approval required from the Landlord under this Lease is to be obtained before the act or event to which it applies is carried out or done and is effective only when given in writing.

(B) Whether or not it says so expressly any such licence, consent or approval is conditional on the Tenant obtaining all requisite licences, consents, permissions or approvals from the relevant government department, local authority or other competent authorities and from the insurers and any other person interested in the demised premises.

5.5 No implied warranty

Nothing contained or implied in this Lease or in any such licence, consent or approval is to be taken to be a covenant, warranty or representation by the Landlord or its agents that the demised premises can be or are fit to be used for the Permitted Use or any other purpose or that any alteration or addition or change of use which the Tenant may intend to carry out will not require the approval of the relevant government department, local authority or other competent authority or the insurers or any other person interested in the demised premises.

5.6 Party structures

Every structure separating the demised premises from any adjoining premises in the ownership of the Landlord is deemed to be a party structure severed medially and repairable and maintainable as such.

5.7 Unwanted property

If after the ending of the term any property remains in the Estate the Landlord may either in so far as the same is annexed to the Estate treat it as having reverted to the Landlord or as the agent of the Tenant (and the Landlord is appointed by the Tenant to act in that behalf) remove, store, and sell such property and then hold the proceeds of sale after deducting the costs and expenses of removal, storage and sale incurred by it to the order of the Tenant provided that the Tenant shall indemnify the Landlord against liability incurred by it to any third party whose property is dealt with by the Landlord.

5.8 No implied easements

This Lease does not confer upon or include by implication or otherwise in favour of the Tenant any right, privilege, estate or interest not expressly set out in, through, over or upon any land or premises adjoining or near to the demised premises or the air space over them or the ground below the foundations of them.

5.9 Monies recoverable by distress

In addition to rents any amounts falling due under this Lease may be recovered by distress as rent in arrears.

5.10 Exclusion of liability

The Landlord, its servants, agents, visitors, or licensees shall not be liable or responsible to the Tenant its servants, agents, visitors, or licensees for any loss, injury, damage, nuisance, annoyance or inconvenience which may be sustained by the Tenant, its servants, agents, visitors, or licensees (either personally or to their property including the demised premises) caused by:-

- (A) any act, neglect, default or misconduct of any agent, contractor, manager, workman, security officer, cleaner caretaker or any other person employed by the Landlord or its agents acting outside their authority or terms of hire or any interruption of their services caused by illness, industrial action, shortage of personnel or materials or other cause not directly under control of the Landlord, or
- (B) any failure of or defect in any conduits or services in the Estate.

5.11 Adjoining property

Nothing contained or implied in this Lease imposes or is to be deemed to impose any restriction on the use of any other parts of the Estate or any adjoining or neighbouring property or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into in respect thereof or to prevent or restrict its development.

5.12 Power to deal with neighbouring land

Notwithstanding anything herein contained or consequent hereto and in derogation thereof the Landlord and all persons authorised by it shall have power without obtaining any consent from or making any compensation to the Tenant to deal as it or they may think fit with the Estate (other than the demised premises) or any of the lands buildings or parts of buildings and hereditaments adjacent adjoining or near to the demised premises or any part thereof and to erect or suffer to be erected thereon or on any part thereof any buildings whatsoever and to make any alterations or additions and carry out any demolition or rebuilding whatsoever which it or they may think fit or desire to do to such land or buildings of any part or parts thereof and without prejudice to the generality of the foregoing whether such buildings alterations or additions shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Tenant or the tenants or occupiers of the demised premises.

5.13 Insurance premiums

Whenever any fire or other insurance is effected through the Landlord all sums allowed by way of commission, discount or otherwise belong absolutely to the Landlord and the Landlord is not required to account to the Tenant for them.

5.14 Interest rates

If it ceases to be practicable to determine interest rates by reference to the base rate of HSBC Bank PLC the Landlord may specify a reasonable alternative.

5.15 Compensation

The Tenant will not be or become entitled to any compensation under section 37 or 59 of the Landlord and Tenant Act 1954 (as amended) unless the conditions contained in section 38(2) of that Act are satisfied in relation to the tenant claiming compensation.

5.16 No waiver

No demand for or receipt of rent, no grant of any licence, consent or approval and no acceptance of any document for registration under this Lease by the Landlord or its agent with notice of a breach of any covenant on the part of the Tenant is or is to be deemed to be a waiver, wholly or partially, of any such breach but any such breach shall be deemed a continuing breach of covenant and neither the Tenant nor any person taking any estate or interest under or through the Tenant may set up any such demand, receipt, grant or acceptance in any action for forfeiture or otherwise.

5.17 Notices

Any notice request demand or other instrument under this Lease shall be in writing and may be served either in accordance with section 23 of the Landlord and Tenant Act 1927 or in the case of service on a person who is for the time being the Tenant or any surety who at any time guarantees the obligations of the Tenant by sending it through the post in a first class letter addressed to that person at the demised premises.

6. CERTIFICATE

The parties certify that this Lease:

- (i) is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995; and
- (ii) is granted pursuant to an agreement for lease.

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Lease do not intend that any term of this Lease is to be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Lease.

8. COURT ORDER

Having been authorised to do so by an Order of the Mayor's and City of London Court made on the _____ day of _____ 2003 the Landlord and the Tenant agree that the provisions of sections 24 to 28 (as amended) of the Landlord and Tenant Act 1954 are excluded in relation to this deed.

IN WITNESS whereof the Landlord and the Tenant have executed this document as a deed by causing their respective common seals to be affixed the day and year first before written.

**THE FIRST SCHEDULE:
Easements granted**

1. **The right of passage and running of water, soil, gas, electricity and telecommunications in and through the conduits now or after the date of this Lease installed in any part of the Estate.**
2. **In so far as the Landlord is able to grant the same the right to enter upon the remainder of the Estate in connection with the repair and maintenance of any part of the demised premises or the conduits serving the demised premises (after at least 48 hours' notice except in emergency where no notice shall be required) the persons so entering causing as little damage and inconvenience as possible and making good all damage caused to the Estate as soon as practicable.**

**THE SECOND SCHEDULE:
Exceptions and reservations**

1. The right to erect, alter, develop or execute other works or to consent to the erection, alteration, development or execution of any other works upon any adjacent or nearby premises including the Estate in such manner as the Landlord or the person exercising such right may think fit notwithstanding any interference with the access or enjoyment of light or air to or in respect of the demised premises or any disruption or inconvenience and the right to deal with any such property as it may think fit.
2. The right of passage and running of water, soil, gas, air, electricity and of all other services or supplies through such conduits as are now or may after the date of this deed be installed in the demised premises and serving or capable of serving the Estate or adjoining or neighbouring property or any buildings now or after the date of this deed erected on such property together with the right to enter upon the demised premises to inspect repair or maintain any such conduits.
3. The right to enter upon the demised premises in connection with the erection, alteration, improvement, repair or maintenance of any such parts or property or building and for such purpose to underpin, shore up and bond and tie into the structure of the demised premises.
4. The right to lay or construct new conduits in the demised premises and to connect into such conduits as are now or may after the date of this deed be installed in the demised premises (other than conduits capable of serving only the demised premises).
5. [The right to install air conditioning plant and equipment on the roof of the demised premises and to make connections between the Estate and such plant and equipment by passing through the demised premises.]
8. All rights of support, shelter and protection for the Estate.
9. The rights and liberties to enter upon the demised premises in the circumstances in which in the covenants by the Tenant contained in this Lease the Tenant covenants to permit such entry.
10. All easements, quasi-easements, privileges and rights whatsoever now enjoyed by other parts of the Building or adjoining or neighbouring property in, under, over or in respect of the demised premises as if such parts or such adjoining or neighbouring property and the demised premises had at all times heretofore been in separate ownership and occupation and such matters had been acquired by prescription or formal grant.

The common seal of)
DERWENT VALLEY LONDON)
LIMITED was affixed in the)
presence of:-)

Director

Secretary

[execution by tenant]


This draft anticipates an underletting of whole. If there is an underletting of part, changes to be made to the document will include:-


- Service charge regime relating to the maintenance of the Building and the Estate
- An interior demise, excluding structural parts
- Rights to be granted to the tenant over common parts within the Building
- [no underletting of part]

to the Council on an annual basis on how effectively the Green Travel Plan is being in maximising the use of sustainable transport.

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

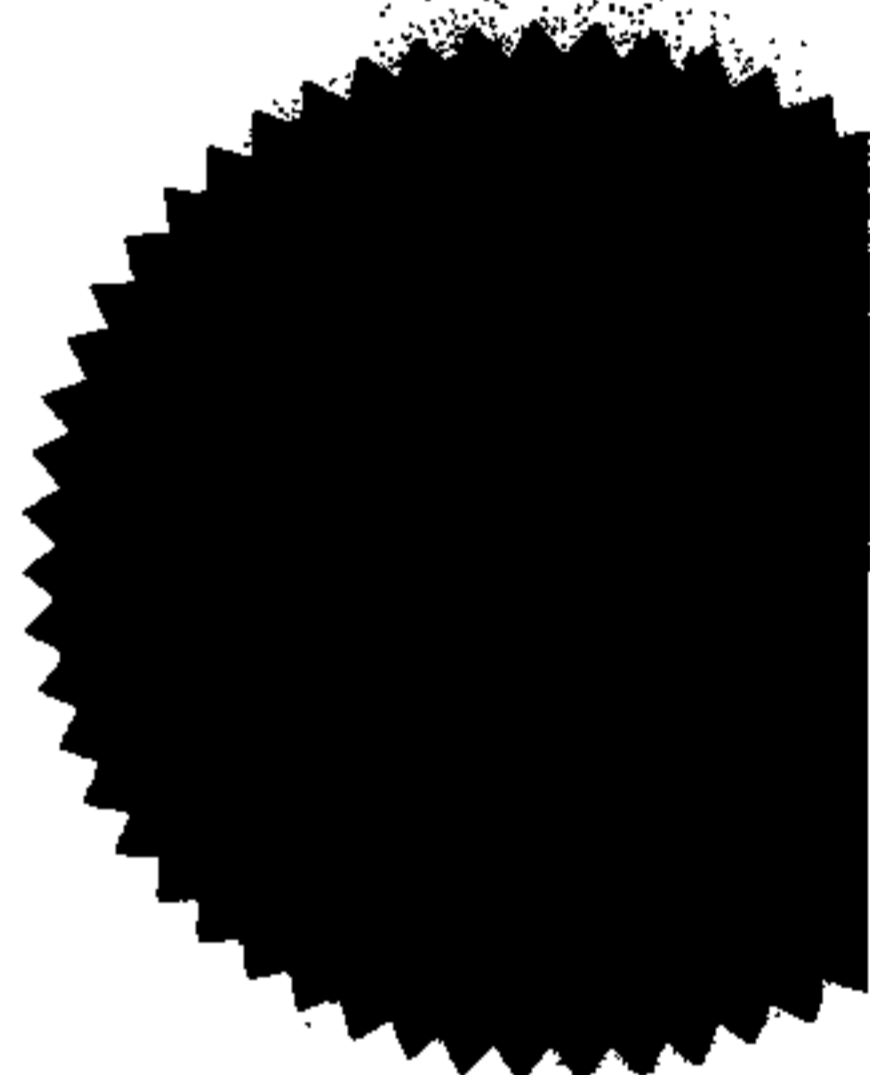
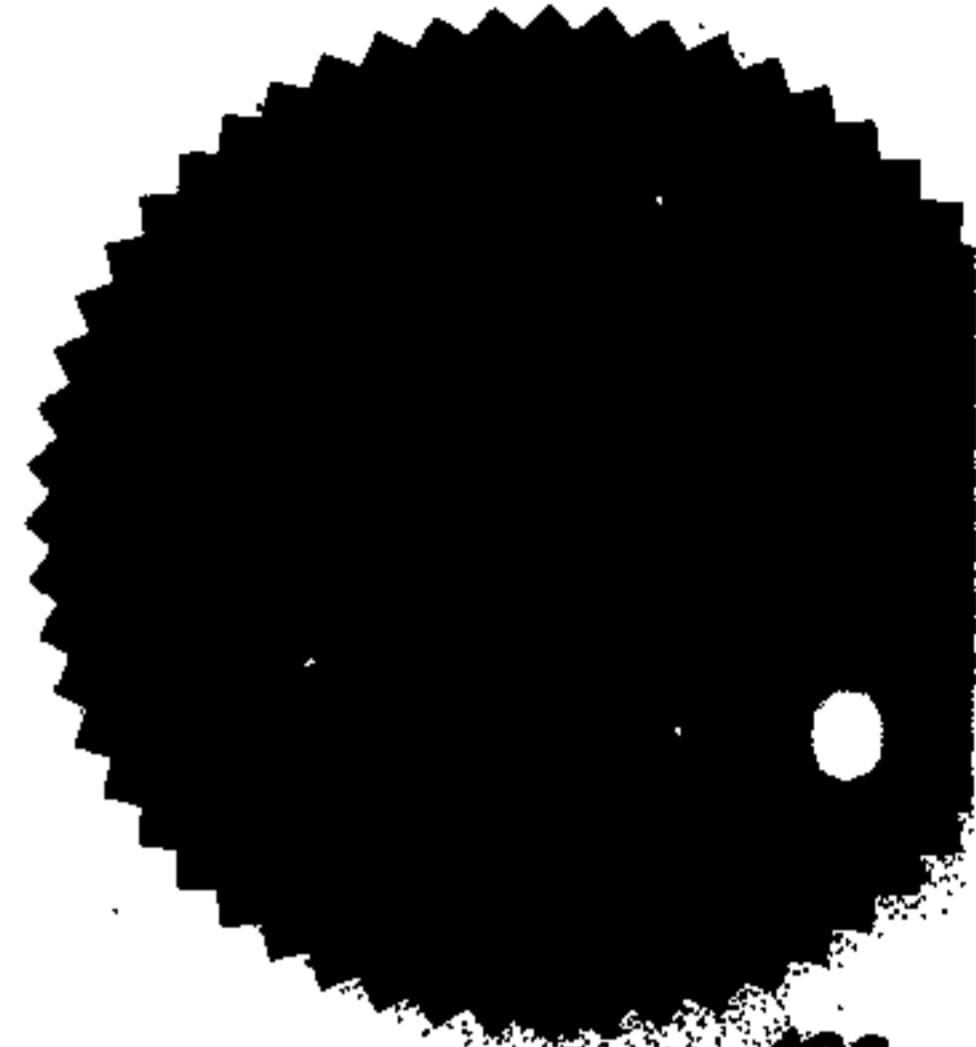
THE COMMON SEAL OF/)
DERWENT VALLEY LONDON LIMITED)
was hereunto affixed)
In the presence of:-)


.....
Director


.....
Director/Secretary

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)


.....
Authorised Signatory



PLAN 1

Notes:
1. Do not scale from this drawing.
2. All dimensions to be checked on site
contractor and such dimensions to be
responsibility
3. Report of drawing errors and omissions
architect

ALLFORD HALL MONAGHAN
ARCHITECTS

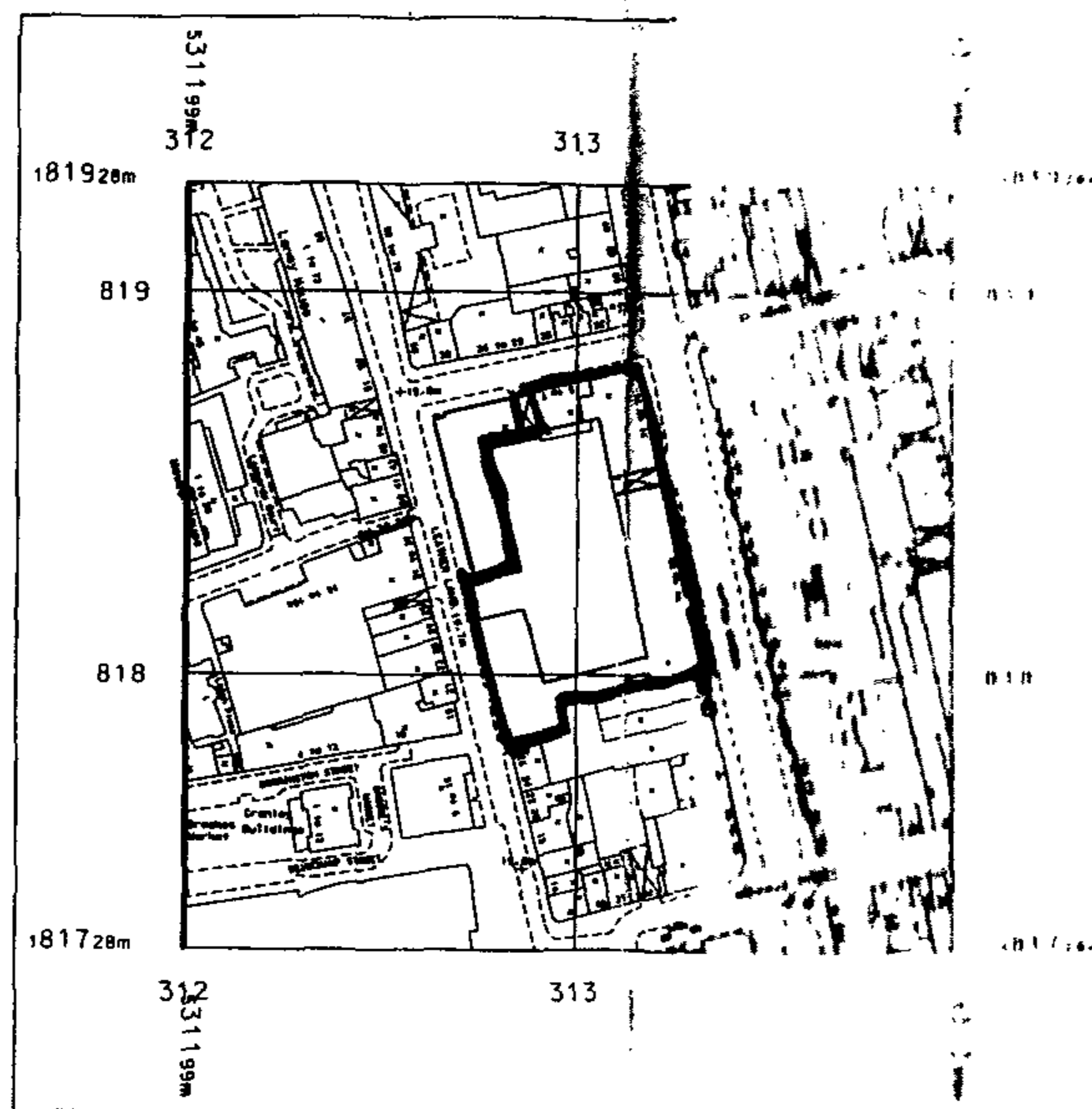
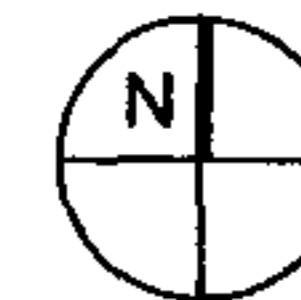
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TEL: 020 7551 5551 FAX: 020 7551 5552

job title NEW GARDEN HOUSE, HAT

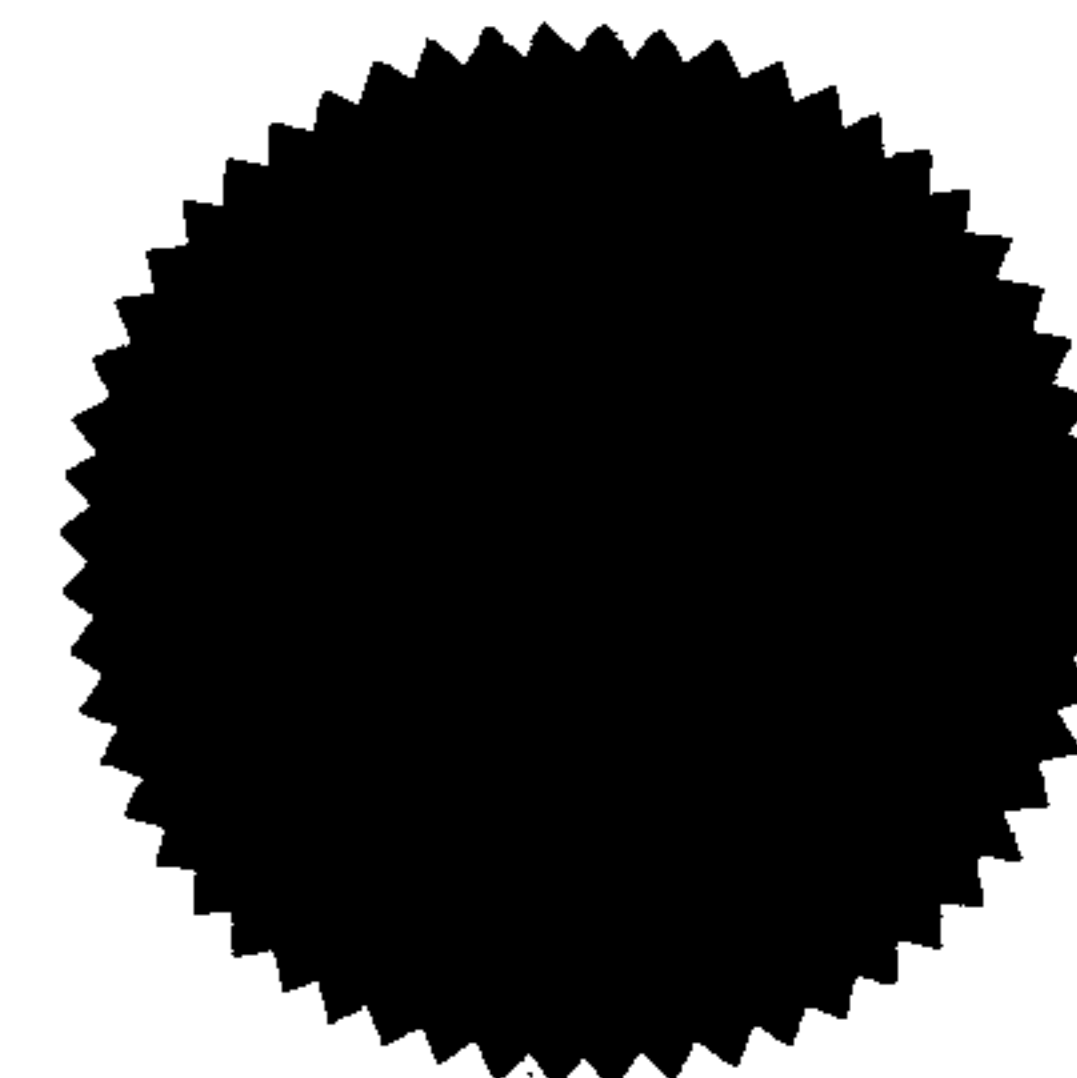
drawing description
OS MAP

scale A3 1:2500/ A1 1:1250

job no A437 drawing no PL 001



Lyons & P...



PL068

HATTON GARDEN

metal grille

lift-out panel
in pavement for
access to LEB
switch room below.

new glazing over
lower ground

Notes:
1. Do not scale from this drawing.
2. Cross-sections to be prepared by
contractor and such dimensions to
responsibility.
3. Report all drawing errors and omissions
to architect.

ALLFORD HALL MONAGH
ARCHITECTS

2ND FLOOR, BLOCK A 2-32 RLD STREET LOND
TEL 020 7251 8381 FAX 020 7251 8323 E M

NEW GARDEN HOUSE, H

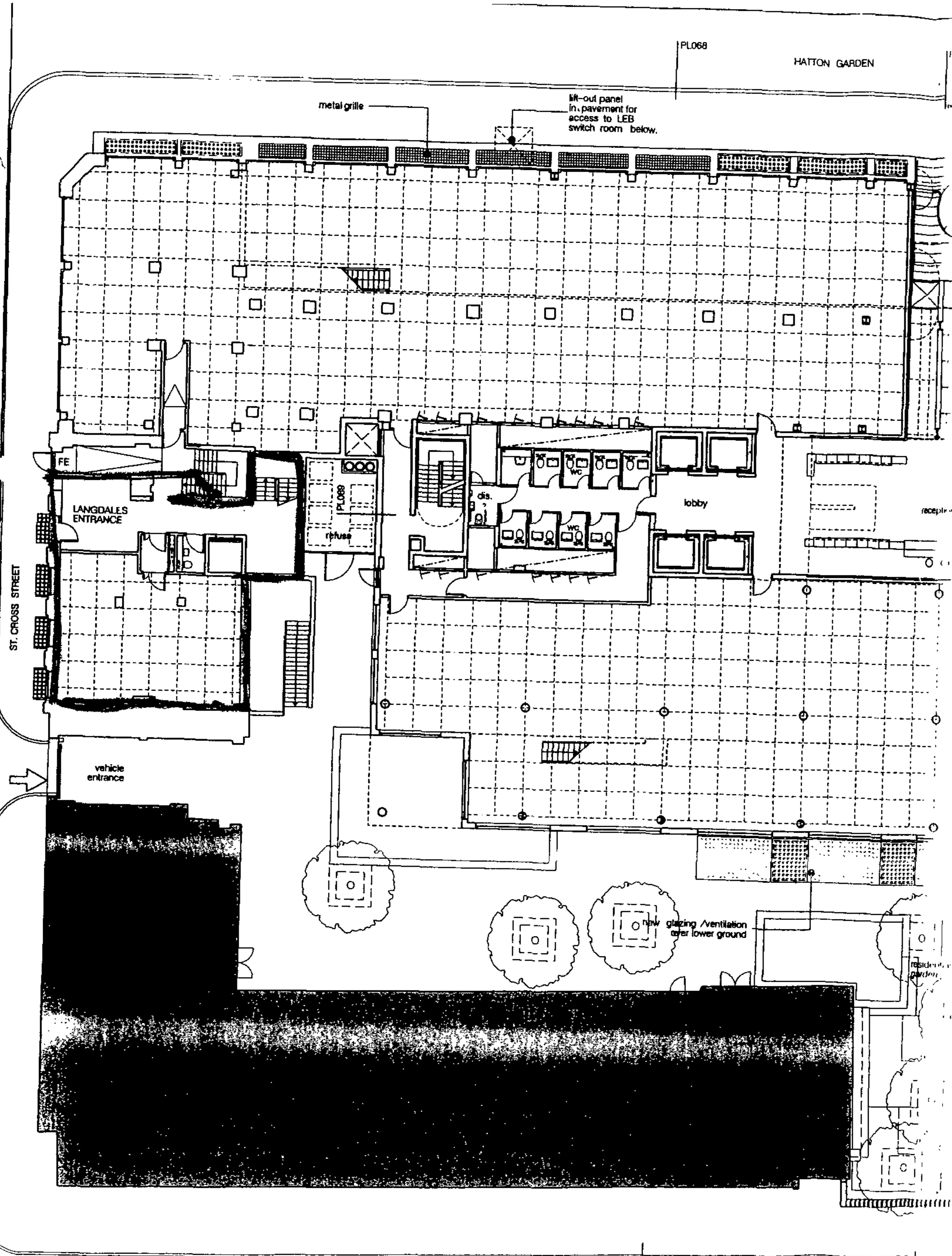
PROPOSED GROUND FLO

A3 1:250/ A1 1:125

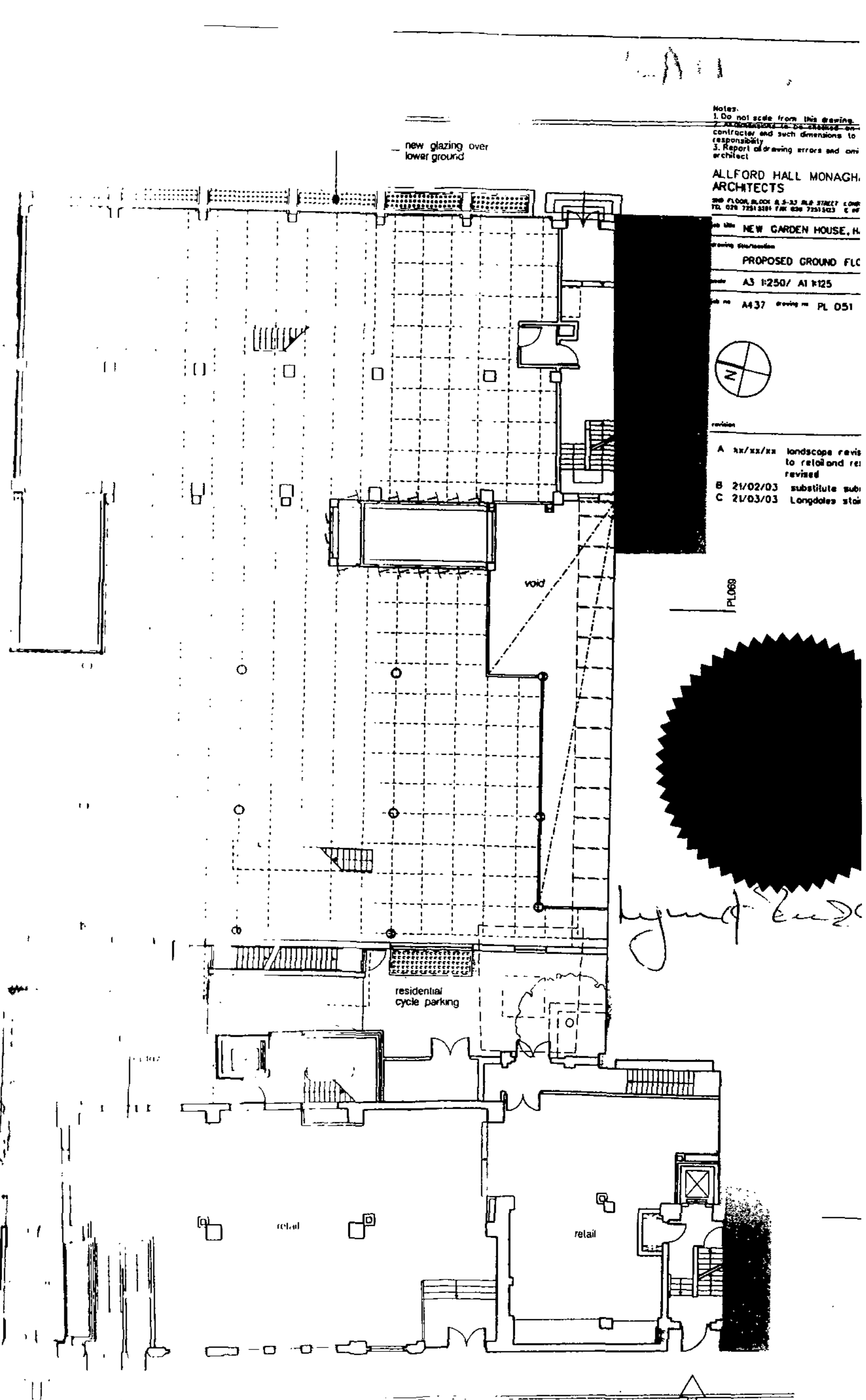
A437 drawing PL 051



- revision
- A xx/xx/xx landscape revis to retail and re revised
- B 21/02/03 substitute sub
- C 21/03/03 Longdale st



PL068 LEATHER LANE



PL107

residential entrance

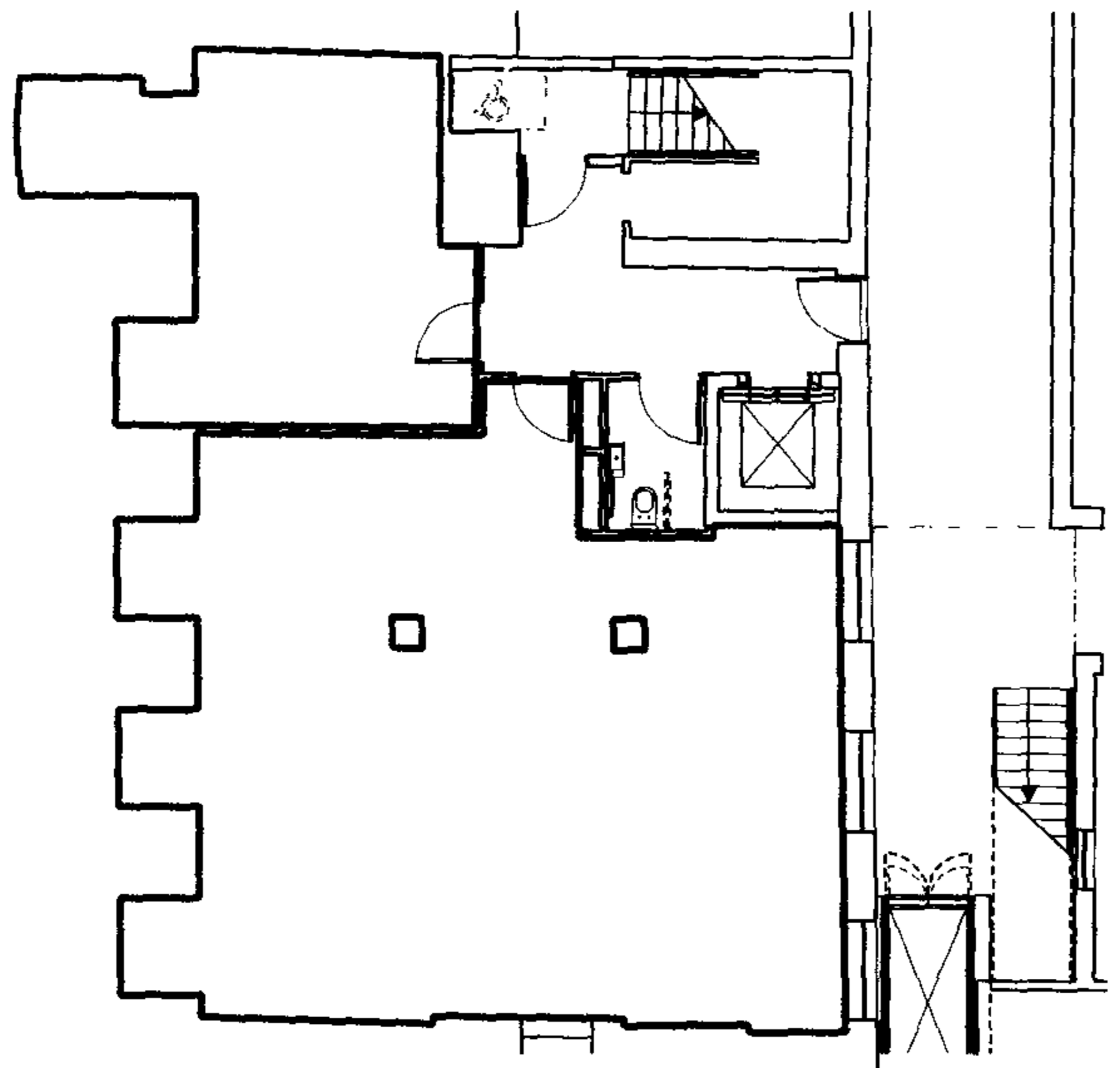
PLAN 3.

Notes:
 1. Do not scale from this drawing.
 2. All dimensions to be checked on site by contractor and such dimensions to be reported to architect.
 3. Report of drawing errors and on architect.

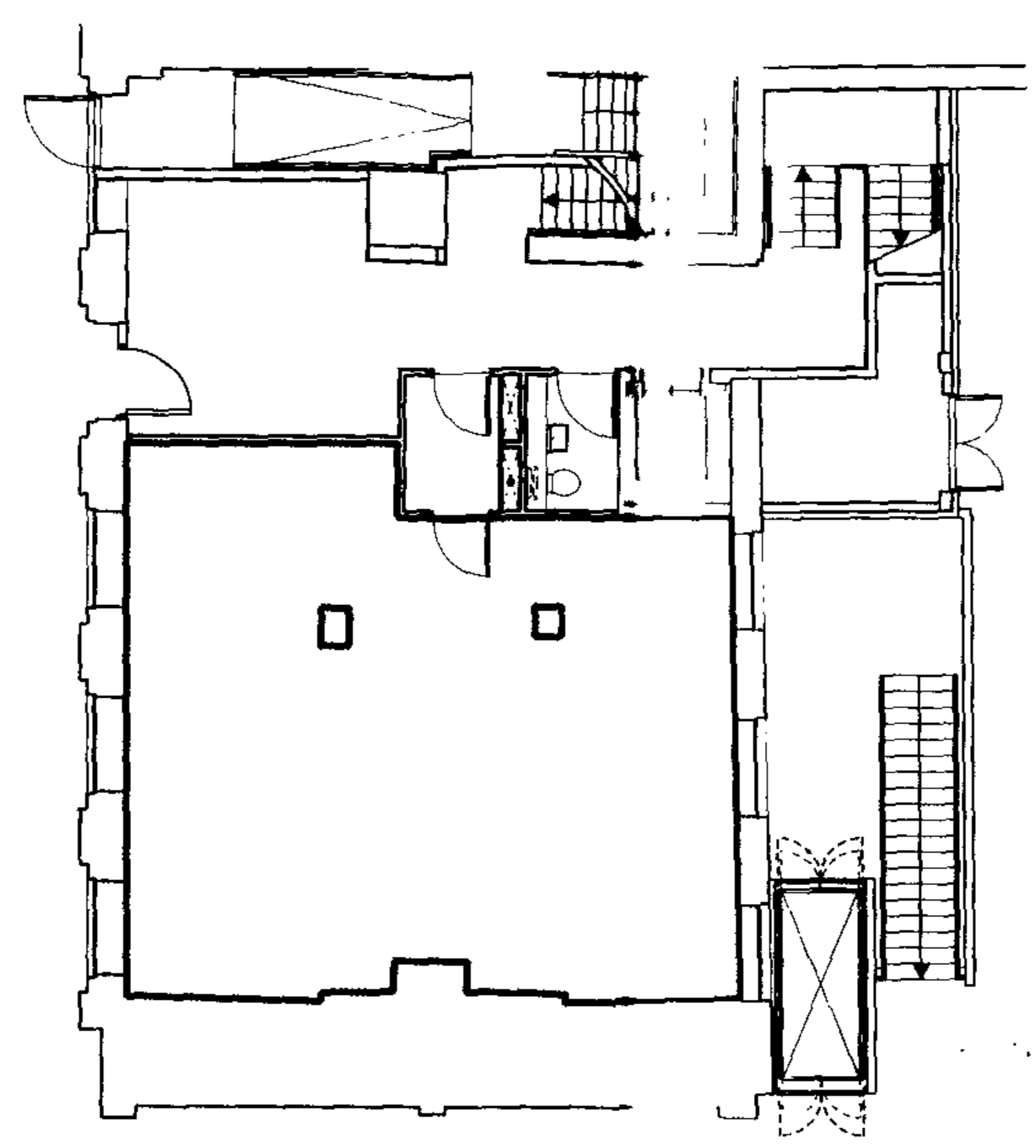
ALLFORD HALL MONAGHAN ARCHITECTS
 2ND FLOOR, BLOCK 2, 5-23, D.D. STREET, CO. DUBLIN 2
 TEL: 00353 1 2261 5261 FAX: 00353 1 2261 5263 E: A

Job No: NEW GARDEN HOUSE
 Drawing Description: LANGDALES BKCI Use Class Specific
 Scale: 1:150 @ A3
 Job No: A437 Drawing No: PL140

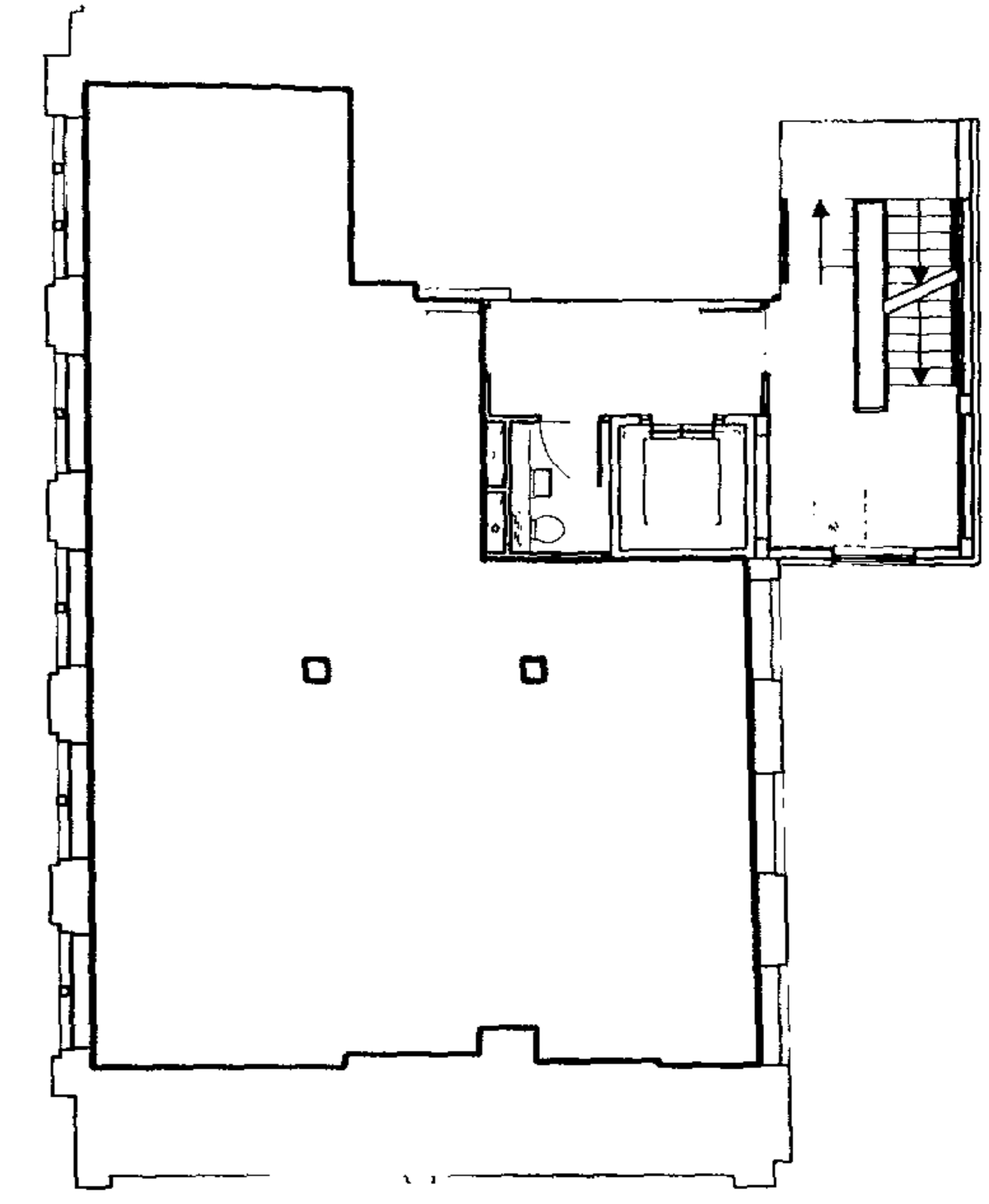
Revised:
 12/02/04 First Issue.



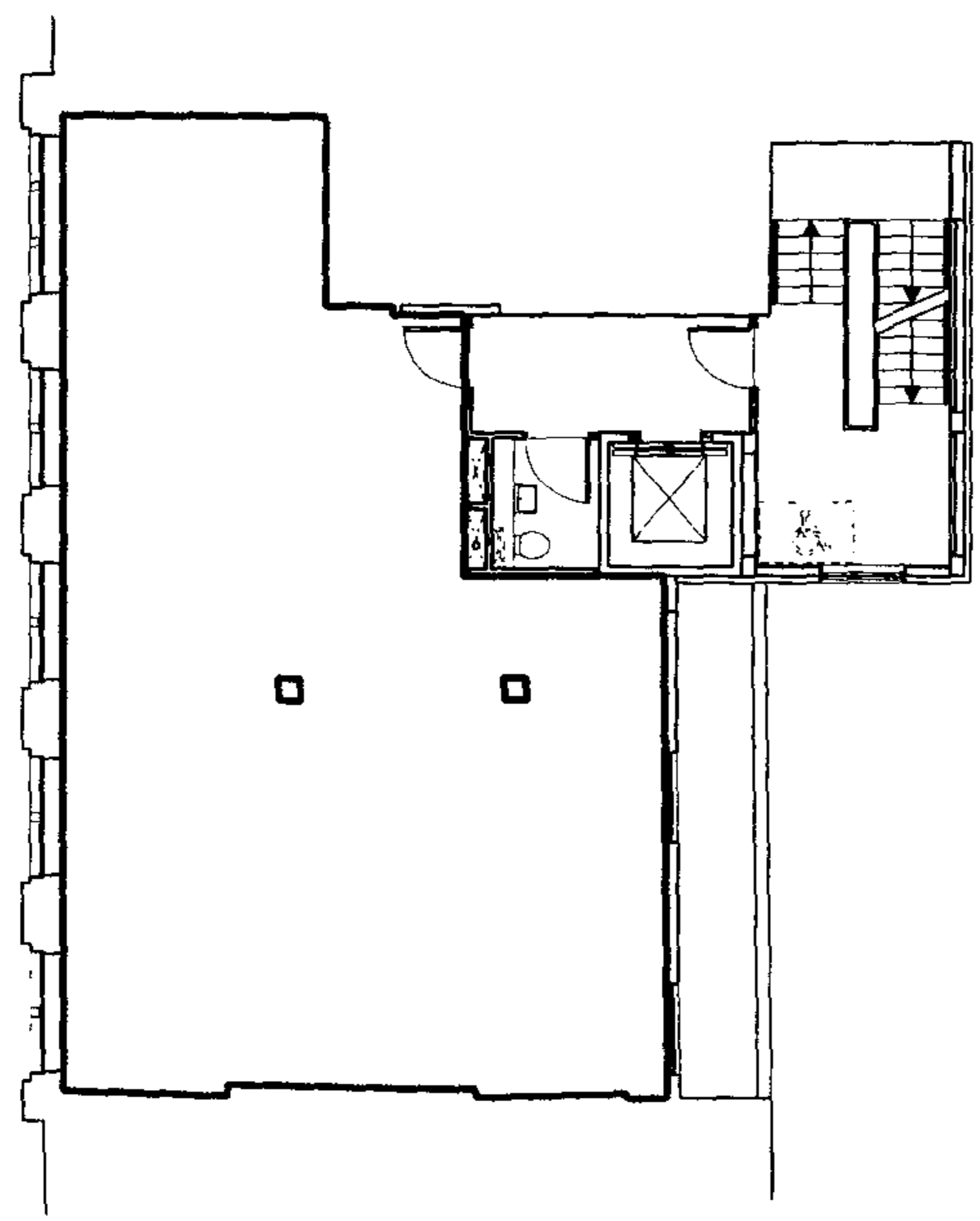
BASEMENT FLOOR LEVEL



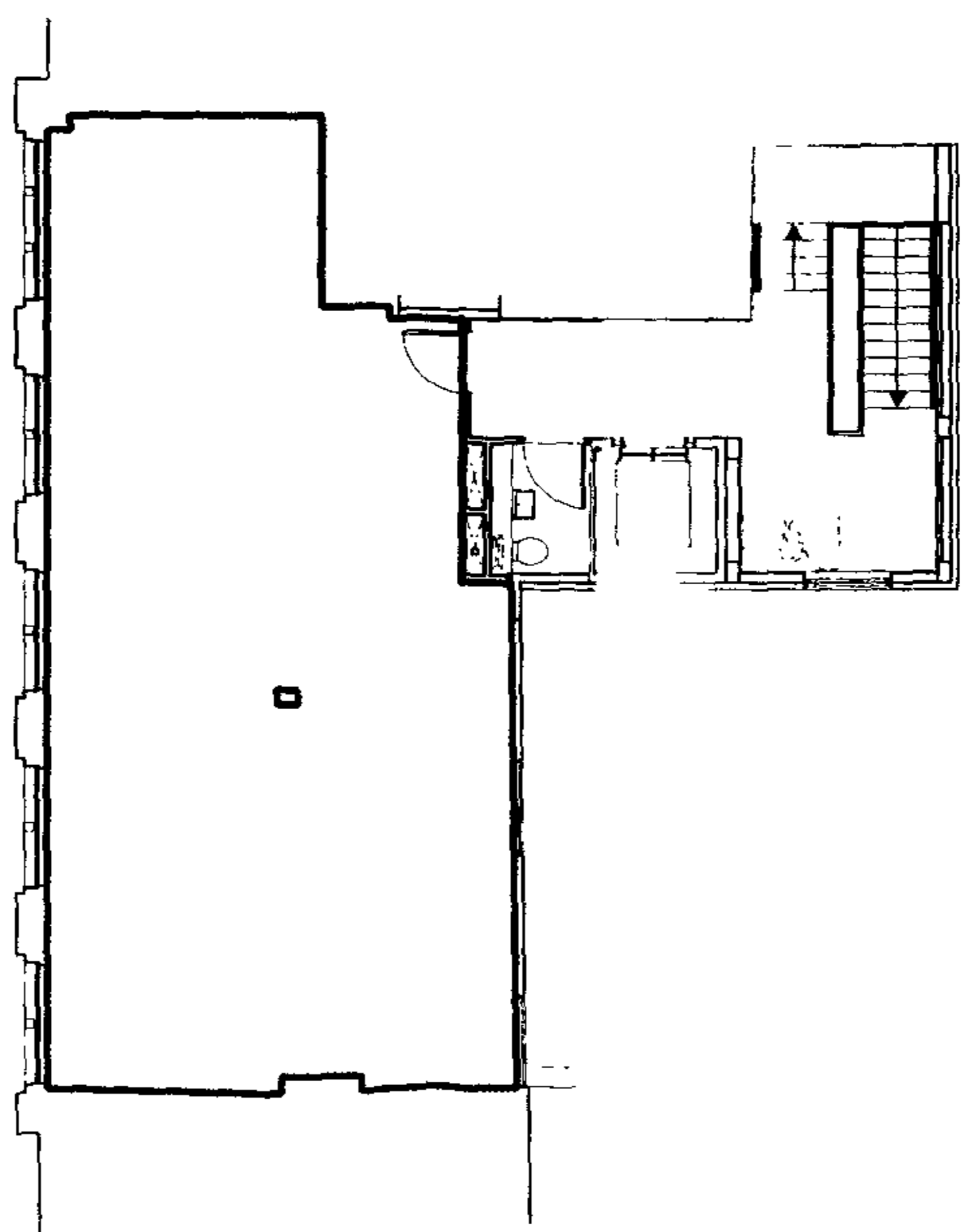
GROUND FLOOR LEVEL



FIRST FLOOR LEVEL



SECOND FLOOR LEVEL



THIRD FLOOR LEVEL

Net Internal Floor Area
 493 square meters

