

From: M3 Property Limited (Company Registration 3298573)
Dashwood House
69 Old Broad St
London
EC2M 1QS

To: Eight Associates Limited (Company Registration 3054632)
Unit 10
1 Luke Street
London
EC2A 4PX

20 December 2017

Dear Sirs

St Anne's - Development (the "Project")

Further to our recent discussions and correspondence, we confirm our intention to enter into an agreement with you (the "**DMA**") for the provision of the following services:

- Post-construction review of St Anne's (the "**Development**") in respect of the Property (including but not limited to photographs and installation contracts) and SAP certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan attached to this letter at Appendix 1 have been achieved in the Development and will be maintained in the Development's future management and occupation.
- Post-construction review of the Development in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan attached to this letter at Appendix 2 have been achieved in the Development and will be maintainable in the Development's future management and occupation.

The above services are to be carried out by an appropriately qualified, recognised professional of Eight Associates, independent of the design activities of Thornton Reynolds for the project.

We will pay you for any activities authorised by this letter in accordance with the terms of the proposed DMA (notwithstanding that the DMA has not yet been entered into). We are not bound to enter into any further contract with you and our commitment at this stage is strictly limited as set out in this letter. You must obtain our further authorisation and instruction before incurring or committing to any expenditure above the limit stated in the proposed DMA.

**DELIVERING
PROPERTY
SOLUTIONS**

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Notwithstanding that the DMA has not yet been entered into, all the terms and conditions of the DMA will apply so far as relevant to any services performed by you pursuant to this letter. You must comply with any restrictions relating to access to the site notified to you by M3 Property Limited.

If (as we hope) the DMA is entered into, the terms of the DMA will supersede this letter which will thereupon cease to have any further effect. In that event, any services performed by you pursuant to the instruction contained in this letter will be deemed to have been provided under the DMA and any payments made by us in respect of such services will be deducted from the amount of the first instalments due to you under the DMA.

If for any reason the DMA is not entered into (and we may terminate this instruction at any time on providing one month's written notice to you) we will reimburse you in accordance with the terms of the DMA for the services properly performed by you pursuant to this letter up to the date of such notice, provided that:

- We will not be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by you, except as expressly stated in this letter; and
- Our maximum liability under this letter will in no event exceed the amount stated in the proposed DMA.

By countersigning this letter you grant to us an irrevocable royalty-free non-exclusive licence (which carries the right to grant sub-licences and shall be transferable to third parties) to use and reproduce any reports, photographs, details, plans, specifications and other work prepared by you or on your behalf pursuant to this letter (the "Proprietary Material") for any purpose connected with the Project, whether or not the DMA is ultimately entered into. You further waive any moral rights which you might otherwise be deemed to possess under Chapter IV of the Copyright, Designs and Patents Act 1988 in respect of the Proprietary Material and the Project.

It is not intended that any third party should have the right to enforce any provision of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999, unless expressly stated otherwise in this letter.

This letter, and any non-contractual obligations arising in connection with it, is governed by English law and it supersedes any previous instructions, correspondence or other discussions between us in relation to the Project.

Please sign and return the attached copy of this letter to confirm your acceptance of its terms.



Yours faithfully

for and on behalf of Eight Associates Limited

We accept the terms of this letter.

Signed

for and on behalf of M3 Property Limited

Date:



Appendix 1

Energy Efficiency and Renewable Energy Plan

Appendix 2
Sustainability Plan