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THIS LICENCE is made on

3 JUNE

2019

### BETWEEN

- (1) **THE IMPERIAL LONDON HOTELS LIMITED** Company No 421257 whose registered office is at The Imperial Hotel, Russell Square, Holborn WC1B 5BB (Landlord); and
- (2) **CHONGQING (UK) LIMITED (trading as CHONGQING)** Company No 11623700 whose registered office is at Unit 36 City Business Centre, Lower Road, London, United Kingdom, SE16 2XB (Tenant).
- IT IS AGREED as follows:

## 1. Definitions and Interpretation

- 1.1 This Licence is supplemental to, and is a collateral agreement to, the **Lease** briefly described in Schedule 1.
- 1.2 The definitions and interpretation applicable to the Lease apply in this Licence.
- 1.3 In addition to the definitions referred to in Clause 1.2, in this Licence:

**Necessary Consents** means approval under the Building Act 1984 (and any legislation supplementary to it) and any other consents, public or private, necessary to do the Works.

**Plans and Specifications** means the plans, drawings and specifications referred to in Schedule 2 and annexed to this licence and any revised information approved under Clause 4.3, 4.4.

Property means all that property demised by the Lease.

Works are the Tenant's fit out works as described in the Plans and Specifications.

## 2. Background

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- 2.1 The Landlord is entitled to the immediate reversion to the Lease.
- 2.2 The residue of the term granted by the Lease is vested in the Tenant.
- 2.3 The Tenant intends to carry out the Works and under the terms of the Lease requires the consent of the Landlord to carry out the Works.

## 3. Licence and Covenants

- 3.1 The Landlord gives the Tenant consent to carry out the Works.
- 3.2 This Licence does not oblige the Tenant to undertake the Works, but if it does so then it shall comply with the obligations in this Licence.
- 4. Before Starting the Works

Before it starts the Works, the Tenant shall:

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| 1/2/0. | 4.2 pour<br>sus<br>sus<br>4.1<br>4.3 #-2  | ide to the handlord and/or the handlords<br>record a copy of the initial notice in hespect of<br>bortus for the purposes of Building Regulations<br>may which the Tenant has sent to the<br>elenant local andhon y;<br>obtain all Necessary Consents for the Works and give the Landlord copies for its<br>approval (not to be unreasonably withheld or delayed);<br>certify to the Landlord that the Tenant will lawfully investigate, assess and deal with<br>any asbestos in the Property that may be affected by the Works; |
|        | 4.4 14.3  | resubmit any Plans and Specifications which need to be revised following an asbestos report or the grant of a Necessary Consent after date of this Licence; the Landlord may not unreasonably withhold or delay consent to the revised Plans and Specifications if the Lease so provides, but otherwise it may withhold consent as it sees fit;   |
|        | 4.5 H.4   | pay any money required to be paid under a Necessary Consent or an applicable law<br>in relation to the Works;   |
|        | 4.6 4.5   | give the Landlord any information about the Works that the Landlord needs to give to the Property/Building;   |
|        | 4.7 4.9   | either:<br>4.\$.1 confirm to the Landlord that its existing fire risk assessment will continue to be valid after the Works have been done; or<br>4.\$.2 give the Landlord a new fire risk assessment that assesses the fire risks assuming that the Works have been done;   |
|        | 4.8   | give the Landlord at least seven days written notice before it starts the Works, so that the Landlord may notify the insurers;  |
|        | 4.9 14.8  | <ul> <li>give the Landlord sufficient extracts from the Tenant's contractor's all risks and indemnity insurances to show that:</li> <li>4.8.1 the Works and the contractor's liability are adequately insured; and</li> <li>4.8.2 those insurances neither conflict with the Landlord's insurance under the Lease, nor do they leave property or activities uninsured that the Landlord (acting reasonably) requires to be insured;</li> </ul>  |
|        |   | and obtain any endorsements to the contractor's policies that the Landlord requires (acting reasonably).  |
|        | 5.  | Execution of the Works  |
|        |   | The Tenant shall:   |
|        | 5.1   | not start the Works until the Landlord has approved the Necessary Consents;   |
|        | 5.2   | complete the Works within three months of the date of this Licence, unless the Landlord gives the Tenant notice extending the period of validity. If the Landlord does  |

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- Landlord gives the Tenant notice extending the period of validity. If the Landlord does agree to an extension, then this consent will remain valid for the period stated in that notice and the time period stated in this Clause will be extended by the same amount. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except Clause 3.1 will remain in force;
- 5.3 carry out the Works:

- 5.3.1 in a good and workmanlike manner and with good quality materials to the Landlord's surveyor's satisfaction (acting reasonably);
- 5.3.2 to comply with the Plans and Specifications, the Necessary Consents, all statutory and other legal obligations, any requirements of statutory undertakers and any requirements of the insurers of the Building;
- 5.3.3 take all proper precautions, including those the Landlord's surveyor acting reasonably) and the Landlord's insurers require:
  - (a) to protect and to ensure that they remain in safe working order the structure of the Property, the Building, all plant and conduits and adjoining or neighbouring property; and
  - (b) to ensure that owners and occupiers of the Building may continue to exercise the rights belonging to them or their property during the Works;
- 5.4 comply with any regulations relating to the Works that the Landlord (acting reasonably) makes about deliveries, hours of working, storing materials, parking and security;
- 5.5 put up temporary hoardings enclosing the Property, as approved by the Landlord;
- 5.6 not cause any nuisance, damage, or annoyance to the Landlord or the owners or occupiers of the Building and any adjoining or neighbouring property;
- 5.7 not damage the Property or the Building during the Works and to make good any damage caused;
- 5.8 pay on demand any additional insurance premiums the Landlord is required to pay due to the Works;
- 5.9 allow the Landlord, and those authorised by it, to inspect the Works at reasonable times and on reasonable notice, except in emergency when inspection may be at any time and no notice need be given;
- 5.10 give the Landlord, and its notified advisers, any information about the Works that they (acting reasonably) ask for;
- 5.11 remove all surplus items from the Property and the Building and dispose of them in a proper manner immediately after completion of the Works and restore the Property and the Building to a clean and tidy condition; and
- 5.12 notify the Landlord immediately after completion of the Works and give it two complete sets of "as built" drawings of the Property, as altered by the Works.

### 6. CDM Regulations

6.1 In relation to the Works the parties agree that the Tenant is the only client for the purpose of the CDM Regulations.

- 6.2 The Tenant warrants to the Landlord that:
  - 6.2.1 it has the competence to perform the duties imposed on a client by the CDM Regulations; and

6.2.2 it shall perform those duties.

### 6.3 The Tenant shall:

- 6.3.1 where required under the CDM Regulations:
  - (a) notify the Works to the Health and Safety Executive;
  - (b) appoint a competent principal designer and principal contractor under the CDM Regulations at the earliest practicable date; and
  - (c) procure that they perform their duties under the CDM Regulations;
- 6.3.2 procure that the health and safety file for the Works under the CDM Regulations is prepared and maintained; and
- 6.3.3 within one month of completing the Works, give the Landlord:
  - (a) a copy of the health and safety file incorporating the documents and other information relating to the Works; and

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(b) an irrevocable licence from anyone who has copyright in the designs and information in the health and safety file for the Landlord to copy and use the designs and information for proper purposes in connection with the health and safety file.

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#### 7. Risk and Insurance

- 7.1 The Works are at the Tenant's sole risk until they are finished.
- 7.2 The Tenant shall ensure that its contractor:
  - 7.2.1 insures the Works by the policy approved under Clause 4.4; and
  - 7.2.2 reinstates the Works if they are damaged.

#### 8. Costs

The Tenant shall pay on demand all professional fees, disbursements and irrecoverable VAT incurred by the Landlord in considering the application for this Licence and the matters covered by it including without limitation:

- 8.1 approving the Plans and Specifications;
- 8.2 giving approvals under Clause 4;
- 8.3 both inspecting the Works and making good any damage; and
  - 8.4 negotiating and completing this Licence.

#### 9. Indemnity

The Tenant indemnifies the Landlord against any losses, damages, liabilities, costs and expense arising out of or incidental to:

9.1.1 a breach of any Necessary Consents;

- 9.1.2 death or injury to any person and damage to property, including the Property and the Building and any neighbouring premises arising out of the Works; and
- 9.1.3 a breach of the Tenant's obligations in this Licence.

## 10. Termination

- 10.1 If the Works are not started within four weeks after the date of this Licence, then the Landlord may terminate the right to do the Works under this Licence on written notice.
- 10.2 If the Tenant breaches this Licence, and has not remedied the breach within a reasonable time of a Landlord's notice giving details of the breach and a reasonable time to remedy it, then the Landlord may terminate the right to do the Works under this Licence on notice.
- 10.3 In giving a notice under Clause 10.2 terminating the right to do the Works, the Landlord may also:
  - 10.3.1 require the Tenant to reinstate all or any part of the Works immediately; or
  - 10.3.2 enter the Property and complete the Works.
- 10.4 If a notice is served under Clause 10.3.2, the Landlord may recover the money it spends in doing so from the Tenant as rent in arrear, with interest at the Prescribed Rate as defined under the Lease from the date the Landlord spends the money until the date it is reimbursed in cleared funds.
- 10.5 The Tenant agrees to these rights of entry and shall not obstruct their exercise.

## 11. Reinstatement

- 11.1 The Tenant shall reinstate the Works:
  - 11.1.1 if the Landlord serves a notice under Clause 10.3.1 requiring reinstatement; but otherwise
  - 11.1.2 before the expiration or earlier termination of the Lease.
- 11.2 The Landlord may waive all or any part of the Tenant's obligation to reinstate under Clause 11.1.
- 11.3 If the Tenant is required to reinstate Works by notice under Clause 11.1.1 but does not do so the Landlord may:
  - 11.3.1 enter the Property and reinstate the Works; and
  - 11.3.2 recover the money it spends in doing so from the Tenant as rent in arrear, with interest at the Prescribed Rate from the date the Landlord spends the money until the date it is reimbursed in cleared funds.

The Tenant agrees to these rights of entry and shall not obstruct their exercise.

11.4 In this clause, **reinstate** means:

11.4.1 to restore the Property to its plan and design before the Works, but taking into account any other works that the Tenant must reinstate; and

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11.4.2 to make good any damage to the Property and/or Building;

in each case, to the satisfaction of the Landlord (acting reasonably).

11.5 The relevant provisions of this Licence apply to reinstating the Works as they do to carrying out the Works.

### 12. Miscellaneous

- 12.1 This Licence only authorises the Works and any reinstatement of them under Clause 11.
- 12.2 The Tenant's obligations in the Lease apply to the Property as altered by the Works.
- 12.3 The Landlord may exercise its re-entry rights under the Lease if the Tenant fails to comply with this Licence.
- 12.4 The Tenant is not relieved from any obligations under this Licence, or under the Lease, by any approval, inspection or testing of the Works by or on behalf of the Landlord.

### 13. Notices

- 13.1 Any notice to be given in connection with the matters contemplated in this Licence shall unless expressly provided otherwise be in writing and in English language and shall either be delivered by hand or sent by first class pre-paid post (airmail if posted to or from a place outside the United Kingdom) Delivery by courier shall be regarded as delivery by hand. In this Clause 13 notice includes any request, demand, instructions, communication or other document.
- 13.2 Such notice shall be sent to the relevant party if an individual to his address set out in this Licence and if a company to its registered office address for the time being.
- 13.3 A notice so delivered or sent shall be deemed to have been served:
  - 13.3.1 if by hand when delivered;
  - 13.3.2 if by first class pre-paid post on the second Working Day after posting;
  - 13.3.3 if by recorded delivery or registered post on the first Working Day after posting;

but if deemed receipt is not within business hours (being 9.30am to 5.30pm from Monday to Friday on a Working Day then the following Working Day).

- 13.4 In proving the service it shall be sufficient to show that delivery by hand was made and that the notice was properly addressed and posted.
- 13.5 A party may notify the other parties of a change to its name and address for the purposes of Clause 13 but any such notification shall only be effective upon actual (as opposed to deemed) receipt and then only with effect from the later of any date specified in the notification as the date on which the change is to take place and the fifth business day following the day on which such notification is actually received.

13.6 Email and facsimile are not valid forms of service under this Licence.

# 14. Contracts (Rights of Third Parties) Act 1999

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A person who is not a party to this Licence will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

This document is **Executed** as a **Deed** and is delivered by the parties or their duly authorised representatives on the date written at the beginning of it.

No.

## Schedule 1 Lease Particulars

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Lease

| Date          | Parties   | Property       | Term  |
|---------------|---|----------------|---|
| 350NE<br>2019 | <ul> <li>(1) The Imperial London Hotels<br/>Limited</li> <li>(2) Chongqing (UK) Limited<br/>(trading as Chongqing)</li> </ul> | floor of 40-42 | Fifteen years<br>beginning on<br>37000 2019 |

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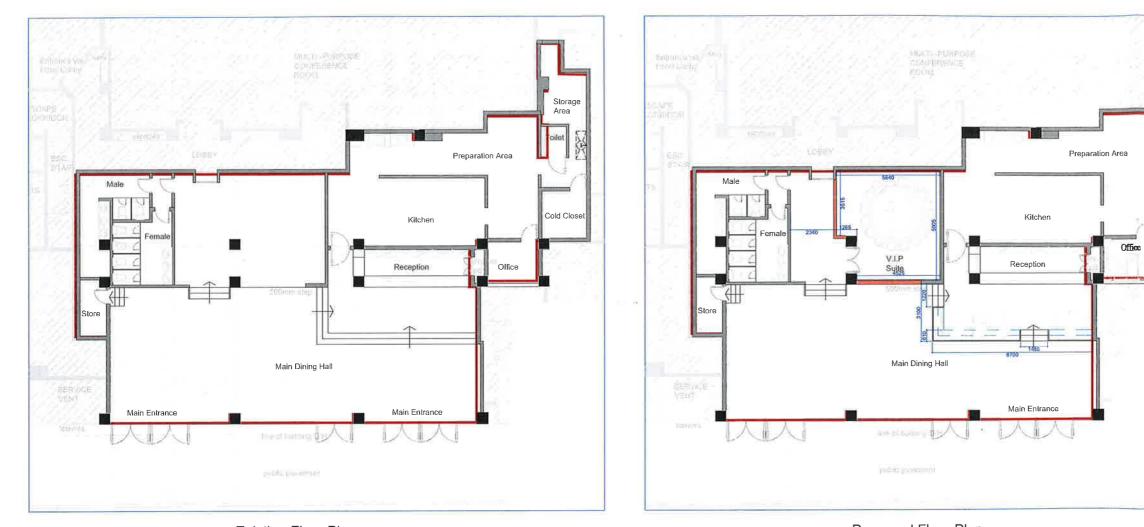
## Schedule 2 Plans and Specifications

- 1. 40\_42WP\_TD(000) -- General Arrangement Drawing
- 2. 40\_42WP\_TD(001) Proposed Detailed Plan with Specifications
- 3. 40\_42WP\_TD(003) Proposed Front Elevations with Signage Details

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- 4. 40\_42WP\_TD(005) Description of Works
- 5. Image of proposed signage

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Proposed Floor Plan

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### Revision

## Date / Details

General Notes:

- General Notes: 1, All dimensions must be checked and verified on site with the drawings by the contractor, Any discrepancies reported prior to commencement of any work. The contractor should not scale from these drawings.
- scale from these drawings,
  2. Contractor must seek for permission from the council for skip permit for the strip-out work, Asbestos assessment must be carried out before the strip-out work, If any, Asbestos substance must be managed and disposed by competent specialist, and would not cause any health and safety risk to the public at any point of the fit-out work.
  3. All works to comply with relevant Codes of Practice and British Standards and approval of Building Control.
  4. This drawing is for the Landlord's reference, It is not for the fit-out work construction.

It-out work or construction.
 S. Planning consent is not needed because there is no any alteration to the shop front at all.





**Build Architecture** 

W: www.build-archi.com E: info@build-archi.com M: 07736253675

# Technical Design

Project: 40-42, Woburn Place, Bloomsbury, London WC1H 0JX

## Drg title:

General Arragement Drawing

| Scale:      | Drawing size: |
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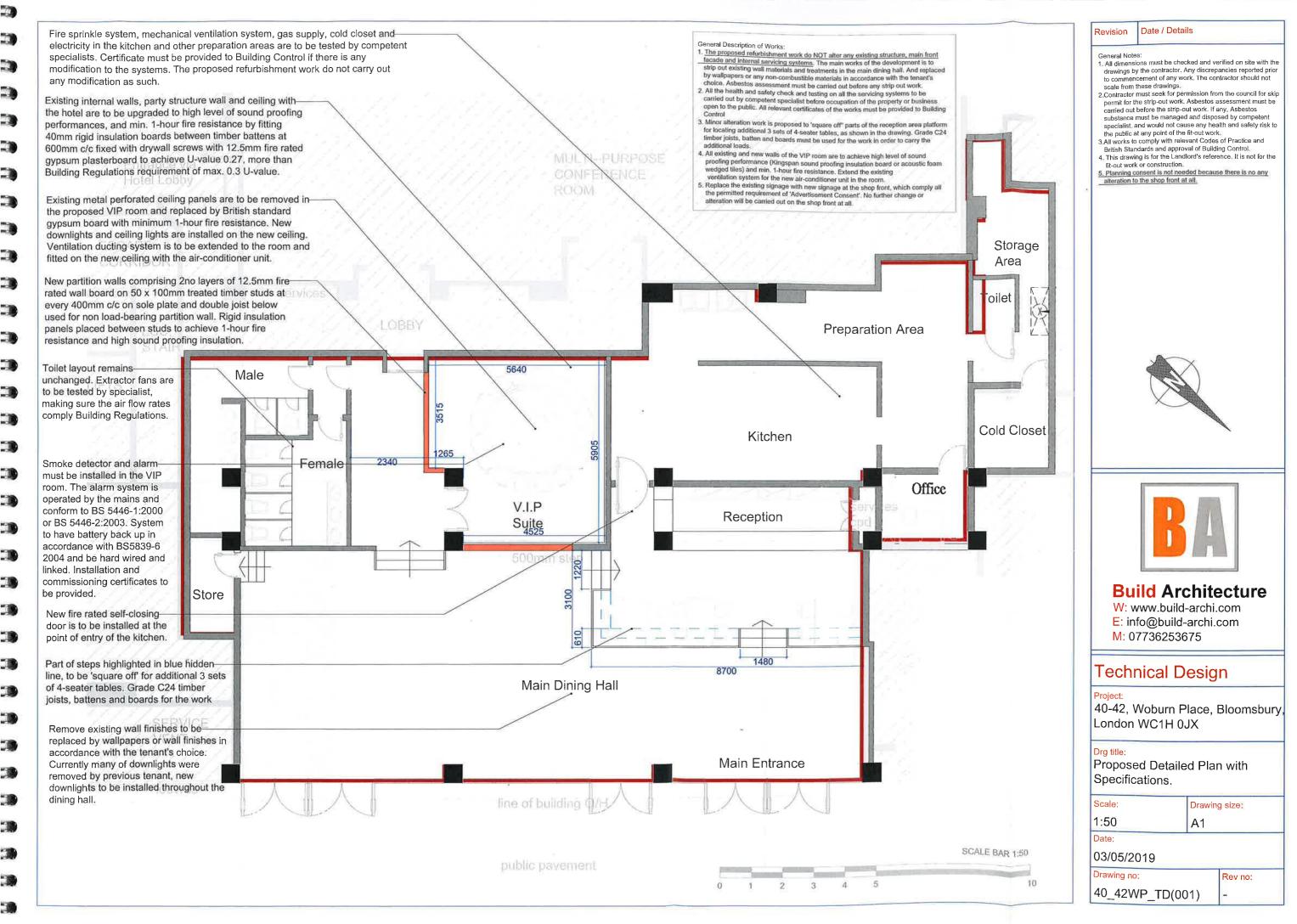
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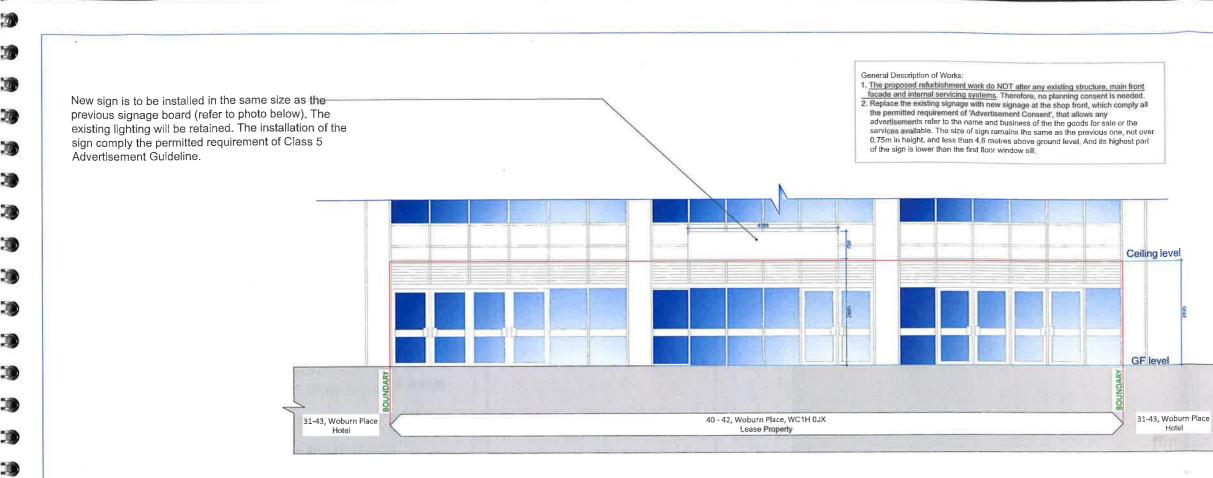
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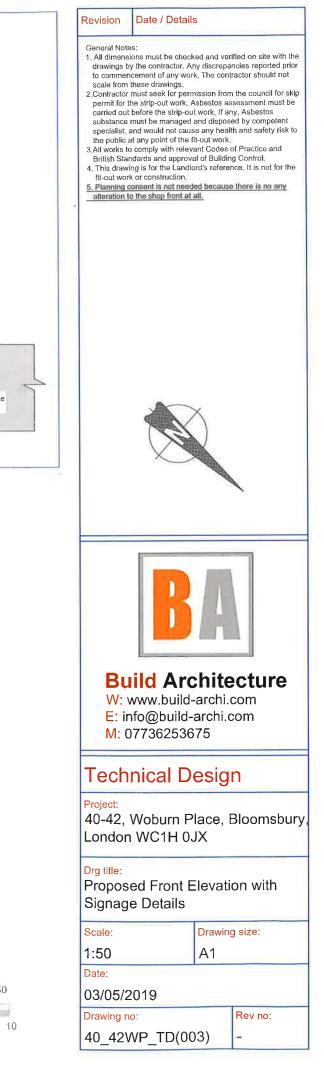
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# SPECIFICATION NOTES

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All components used in the construction to be installed in strict accordance with the manufacturers written instructions. Contractor to ensure these instructions are obtained and followed.

All existing electricity, ventilation and gas works are to be carried out and tested by competent plumber and electrician. Certifications are to be submitted to Building Control on completion of the works.

## Internal walls

The new partition walls of the VIP room comprising 2no layers of 12.5mm Gyproc sound bloc plasterboard on 100 x 50mm timber studs at 400mm c/c used for non load-bearing partition wall. Sound and fire proofing insulation materials are placed between studs. To achieve 1-hour fire resistance on the party structure wall and minimum 30-min fire resistance on the other internal walls.

# Screens and internal doors

All screens and doors are to meet Building Regulations requirement and secure by Design regulations. All double glazed units to be low e glass and with 23mm airgap.

The existing door connecting the restaurant and the hotel is to be replaced by one-hour fire rated door. And the rest of the internal doors are to be minimum 30-min fire rated. Glazing to doors and windows adjacent to doors to be toughened safety glass. to BS 6206 and comply with AD Part N in respect of resistance to impact. All cavities at reveals and cills to be closed with

Thermabate insulated cavity closer DPC.

## Ventilation

Ventilation ducting system is to be extended to the room and fitted on the new ceiling with the air-conditioner unit.

## Electrical installation

All electrical works to be designed, installed, inspected and tested in strict accordance with BS7671 (IEE Wiring Regulations 16th Edition) and are to be undertaken by an installer registered under a suitable electrical self certification scheme or by a compentant person with Certificate of Compliance all in accordance with AD Part P. Positioning and heights of sockets and switches etc to be in accordance with AD Part M.

# Fire detection and alarms

The existing fire detection and alarm system must be tested and comply BS 5839-6: 2004 TO Grade D Category LD3 standard. Alarm system to be mains operated and conform to BS 5446-1:2000 or BS 5446-2:2003. System to have standby power supply and be hard wired and linked. Smoke detector must be installed in the VIP room, wired to mains distribution board with battery back up in

to mains distribution board with battery back up in accordance with BS5839-6 2004.

# **DESCRIPTION OF WORKS**

# Preliminary works:

1) Remove and dispose off site the existing timber wall panels, other wall finishes, part of the existing ceiling panels (in VIP area) and built in table at the front of the dining area.

2) Asbestos assessment to be carried out before any removal of building part / services where potentially contains asbestos containing substance. Cost of disposal by specialist / sub-contractor requires approval from the client / architect.

## M & E installation

 Contractor is to extend the ventilation ducting system to the VIP room area and fitted with air conditioning unit/s.
 Install recessed downlights, pendant lights to the new ceiling and new switches and sockets in the VIP room.
 Install TV, audio visual system, satellite, data/network and phone points to the VIP room

4.) Install new smoke detectors and CO detector as indicated.

5) Upgrade, testing and commissioning must be carried out by competent specialists only.

# Fit Out Work:

1) Installation of the new internal partition wall and the rest of the walls are to be plastered and rendered in accordance with BS 8000-12: 1989. Apply emulsion paint to plastered surface in minimum two coats in accordance with manufacturer's instruction and part of the walls are finished with specific materials in accordance with the client's choice.

2) Install new fire rated doors, door frame and architrave, including intumescent smoke seal for all internal doors along the fire escape routes.

3) Install suspended MF ceiling system for the VIP room with sound proofing insulation materials fitted in the ceiling void. Cut outs in ceiling for M&E services.

4) Part of steps at the reception area, are to be 'square off for additional 3 sets of 4-seater tables. Grade C24 timber joists, battens and boards for the work (Refer to the proposed floor plan).

## General Fittings, Furnishing and Equipment:

1) Client will provide all the kitchen appliances, furniture, sound equipment and other fittings & fixtures for the contractor to install in accordance to manufacturer's instructions.

## Signage:

1) Install the new shop sign in accordance with the permitted requirement of class 5 of Advertisment guideline. Therefore, the replacement of the shop sign does not require advertisement consent. The size of sign remains the same as the previous one, not over 0.75m in height, and less than 4.6 metres above ground level. And its highest part of the sign is lower than the first floor window sill.

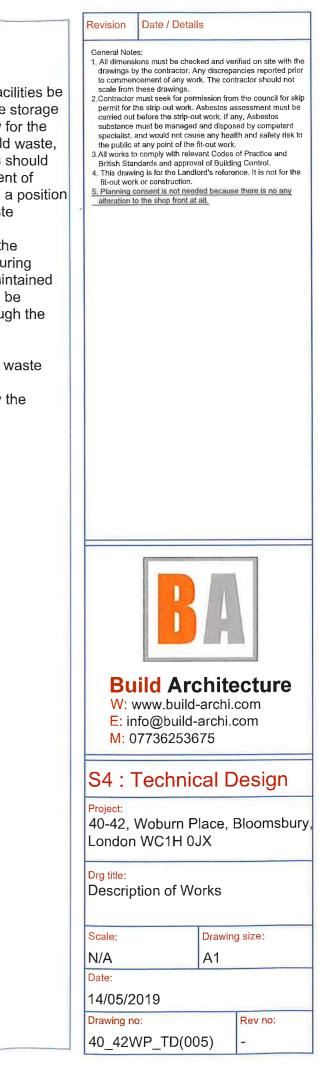
## Waste Management:

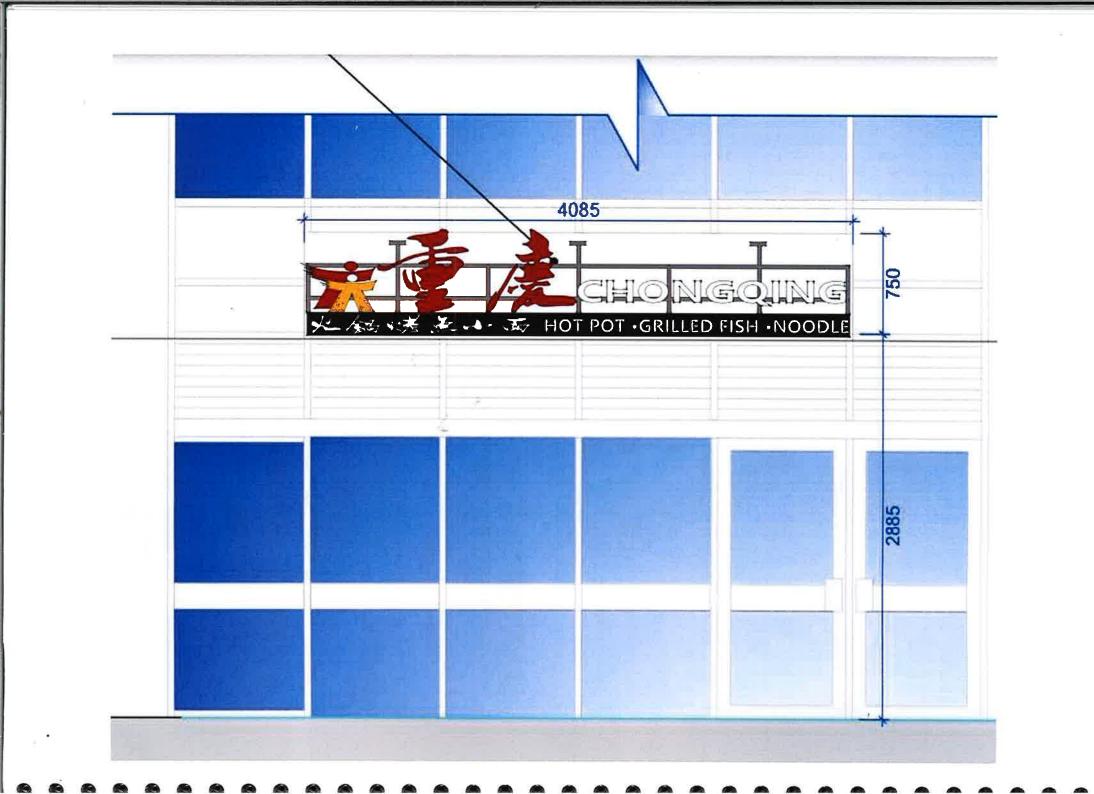
It is essential that suitable waste management facilities be provided. Such facilities should provide adequate storage and, where appropriate, sufficient space to allow for the on-site treatment of commercial and/or household waste, recyclable waste, and equipment and containers should be accommodated to enable efficient management of waste.Waste storage areas should be located in a position that provides easy and safe access for both waste producers and collectors.

Facilities should be designed so as to minimize the potential for nuisance to occupants and neighbouring premises. The waste storage area should be maintained at the highest practical standard of hygiene, and be clearly designated as a waste storage area through the use of signage and/or floor markings.

1) Seek skip permit through skip provider for the waste disposal.

2) any asbestos substance must be disposed by the specialist.





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|    |   | Macoun   |
|    | EXECUTED as a DEED by <b>THE IMPERIAL</b>                           | )        |
|    | LONDON HOTELS LIMITED acting by<br>, a director in the presence of: | )        |
|    | ,   | ,        |
|    |   | Director |
|    | Witness Signature: Witness Name: Juliana Duckw                      | 18       |
|    | Witness Name: Juliana Duckw   | ORTH     |
|    | Address: 24, AURELIAG   |          |
|    | CROYDON, CRO  | THEDENS  |
|    |   | S #S_D   |
|    | Occupation: SECRETARY   |          |
|    |   |          |
|    | ¢-  |          |
|    |   |          |
|    | EXECUTED as a DEED by CHONGQING (UK)                                | )        |
|    | LIMITED acting by , a director in the presence of:                  | )        |
|    |   |          |
|    |   | Director |
|    | Witness Signature:  |          |
|    | Witness Name:   |          |
|    |   |          |
|    | Address:  |          |
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