

DATED 19 July 2018

LICENCE FOR ALTERATIONS

relating to

GROUND FLOOR, LIME WHARF, VYNER STREET, LONDON, E2 9DJ

between

UGO THOMAS ERMACORA

VICTORIA WHARF PROJECTS LIMITED

and

AB ROGERS LIMITED

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Consent to carry out the Works	3
3.	Carrying out and completing the Works.....	3
4.	The CDM Regulations.....	4
5.	Further provisions relating to the Works	4
6.	No warranty by the Landlord	5
7.	Costs	5
8.	The right of re-entry in the Lease	6
9.	Indemnity	6
10.	Notices.....	6
11.	Liability	6
12.	Third party rights.....	6
13.	Governing law	6
14.	Jurisdiction	7

ANNEX

ANNEX	ATTACHMENT: PLANS AND SPECIFICATION FOR THE WORKS	10
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This licence is dated 19 July 2018

HM Land Registry

Superior Landlord's title number: EGL312327

Administrative area: Tower Hamlets

PARTIES

- (1) UGO THOMAS ERMACORA of Lime Wharf, Vyner Street, London, E2 9DJ (**Superior Landlord**);
- (2) VICTORIA WHARF PROJECTS LIMITED, a company incorporated and registered in England and Wales with company number 08251093, whose registered office is at Lime Wharf, Vyner Street, London, E2 9DJ (**Landlord**);
- (3) AB ROGERS LIMITED, a company incorporated and registered in England and Wales with company number 05264925, whose registered office is at 63-65 Dove Row, London, E2 8RJ (**Tenant**).

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease and Superior Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease and the Superior Landlord is entitled to the immediate reversion to the Superior Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to carry out the Works and, under the terms of the Lease and Superior Lease, it and the Landlord each requires the consent of the Superior Landlord to do so.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Lease: a lease of Ground Floor, Lime Wharf, Vyner Street, London, E2 9DJ dated 19 July 2018 and made between (1) Victoria Wharf Projects Limited and (2) AB Rogers Limited and all documents supplemental or collateral to that lease.

Property: Ground Floor, Lime Wharf, Vyner Street, London, E2 9DJ as more particularly described in and demised by the Lease.

Superior Lease: a lease of Ground Floor, Lime Wharf, Vyner Street, London, E2 9DJ dated 19 July 2018 and made between (1) Ugo Thomas Ermacora and (2) Victoria Wharf Projects Limited and all documents supplemental or collateral to that lease.

Term: the term of years granted by the Lease and any agreed or statutory continuation of the Lease.

Works: Fitting out and alteration works to the Property as shown on the plans and specification attached to this licence.

- 1.2 References to the **Superior Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Superior Lease. References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its successors in title and assigns.
- 1.3 References to the **end of the Term** are to the end of the Term however it ends.
- 1.4 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Clause headings shall not affect the interpretation of this licence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not e-mail.
- 1.12 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or

novated (in each case, other than in breach of the provisions of this licence) from time to time.

- 1.13 Unless the context otherwise requires, references to clauses are to the clauses of this licence.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONSENT TO CARRY OUT THE WORKS

- 2.1 In consideration of the obligations on the Tenant in this licence, the Superior Landlord and Landlord each consents to the Tenant carrying out the Works on the terms set out in this licence.
- 2.2 This consent will cease to be valid if the Works have not been started (in accordance with the terms of this licence) within six months from (and including) the date of this licence. If the consent ceases to be valid, all the terms of this licence other than clause 2.1 will remain in force.
- 2.3 Nothing in this licence will place the Tenant under an obligation to the Landlord or Superior Landlord to carry out the Works, but if it does carry them out, it must do so on the terms of this licence.
- 2.4 This consent does not obviate the need for the consent or licence of any person other than the Landlord or Superior Landlord that may be required to carry out the Works.

3. CARRYING OUT AND COMPLETING THE WORKS

- 3.1 The Tenant shall not start the Works until it has obtained all other licences and consents that may be required to carry them out.
- 3.2 The Tenant must carry out the Works:
 - (a) using good quality, new materials which are fit for the purpose for which they will be used;
 - (b) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
 - (c) to the reasonable satisfaction of the Landlord.

- 3.3 In carrying out the Works the Tenant must comply with all laws and the terms of all other licences and consents and must cause as little disturbance and inconvenience as reasonably possible to the Landlord or Superior Landlord and the owners and occupiers of the building of which the Property forms part and of any neighbouring land.
- 3.4 The Tenant must immediately make good, to the reasonable satisfaction of the Landlord and Superior Landlord, any damage (including decorative damage) to any land or building, plant or machinery (other than the Property) which is caused by carrying out the Works.
- 3.5 The Tenant must complete the Works, and any works required by clause 3.4, within three months after the date of this licence.
- 3.6 The Tenant must notify the Landlord as soon as the Works have been completed, and send the Landlord two copies of plans showing the Property as altered by the Works if different to those annexed to this document.

4. THE CDM REGULATIONS

- 4.1 The Tenant shall comply with its obligations under the CDM Regulations, including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file.
- 4.2 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

5. FURTHER PROVISIONS RELATING TO THE WORKS

- 5.1 The Landlord will only be obliged to insure the Works if they form part of the Property, and only:
- (a) after they have been completed in accordance with this licence;
 - (b) for the amount for which the Tenant has notified the Landlord that they should be insured; and
 - (c) otherwise in accordance with the terms of the Lease.
- 5.2 Before the end of the Term the Tenant must, if the Landlord reasonably so requires and gives the Tenant reasonable prior notice of that requirement, remove the Works and reinstate the Property and make good any damage (including decorative damage) caused to the Property or any land or building, plant or machinery other than the

Property by such removal and reinstatement SAVE THAT the Tenant shall not be required to reinstate:

- (a) the flooring
- (b) decorative finishes
- (c) electrical works; and
- (d) new water supply and drainage point.

5.3 The tenant covenants in the Lease will extend to the Works and apply to the Property as altered by the Works.

6. NO WARRANTY BY THE LANDLORD

6.1 No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord in connection with it as to:

- (a) the suitability of the Property or the building of which it forms part for the Works; or
- (b) whether the Works or any removal or reinstatement of them may be lawfully carried out.

6.2 The Tenant acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landlord before the date of this licence as to any of the matters mentioned in clause 6.1.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. COSTS

7.1 The Tenant must pay on demand any reasonable costs and disbursements of the Landlord, its solicitors, surveyors incurred in connection with the removal of the Works or any and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

7.2 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

8. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease will be exercisable if any covenant or condition of this licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.

9. INDEMNITY

The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence.

10. NOTICES

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.

11. LIABILITY

11.1 The obligations of the Tenant in this licence are owed to the Landlord and are made in consideration of the consent granted by clause 2.1.

11.2 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this licence. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of those persons.

12. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

13. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed as a deed by UGO THOMAS
ERMACORA in the presence of:



Ugo Thomas Ermacora



NAME: REBECCA RINN

ADDRESS: 44 BAKER STREET
LONDON
W1U 7AL

OCCUPATION: SOLICITOR

Signed as a deed by VICTORIA
WHARF PROJECTS LIMITED acting
by
a Director in the presence of:



Director



NAME: REBECCA RINN

ADDRESS: 44 BAKER STREET
LONDON
W1U 7AL

OCCUPATION: SOLICITOR

Executed as a deed by AB ROGERS
LIMITED acting by Ernesto Bartolini
a director, in the presence of:

.....

Director

.....

NAME:

ADDRESS:

OCCUPATION:

Annex ATTACHMENT: PLANS AND SPECIFICATION FOR THE WORKS

AB ROGERS DESIGN

83-85 DOVE ROW LONDON E2 8RJ

+44 (0)20 7682 5020

WWW.ABROGERS.COM

LIMEWHARF: SCOPE OF WORK;

MAIN OFFICE_GF04:

Floor:

- I. Grind Existing floor and prep for latex finishing.
- II. Latex Floor Stop Gap 800.
- III. Finish with AltroSeal floor paint – Colour TBC.
- IV. Clear rubbish left behind and dispose.

Partitions:

- I. Construct and install Forbo bulletin board covering the existing structure where shown.

Painting:

- I. Paint all walls, ceilings & doors where shown. Surfaces repaired, made good and painted.

Joinery:

- I. Construct cabinetry to conceal combi boiler in reception area. J.GF04.01
- II. Construct & install reception desks & storage joinery (approx. dimension 2400mm x 800mm). J.GF04.02
- III. Construct & install flip down window desk. J.GF04.03
- IV. Install Tebrax brackets where shown and provide timber shelving. J.GF04.04
- V. Install Tebrax brackets where shown and construct portable storage joinery. J.GF04.05
- VI. Construct & Install model shelf with concealed fixing. J.GF04.06

Electricity:

- I. Electrical alterations – Relocating socket points, replacing existing track lighting.

Ab Rogers Limited trading as ARD (Ab Rogers Design)
Registered in England and Wales. Company Registration Number:
05264925. VAT Registration Number: 766275594

AB ROGERS DESIGN

- II. Locate electric supply and floor box under reception desk joinery.

Plumbing:

- I. Provide water supply and drainage to tea point sink.

AB ROGERS DESIGN

MEETING ROOM 02_GF05:

Floor:

- I. Floor (Contractor to advise substrate) prepared to lay and fit Forbo Westbond carpet tile TBC.
- II. Clear rubbish left behind and dispose.

Painting:

- I. Paint all walls, ceilings & doors where shown. Surfaces repaired, made good and painted.

Joinery:

- I. Install existing dove TV storage (approx. dimension 3600mm x 335mm). J.GF05.01.
- II. Supply and fit Corian (Or similar approved) countertop in kitchen – Adjust existing plywood joinery to allow for continuous level surface. J.GF05.02
- III. Construct legs for existing RA powder coated steel table top. J.GF05.03

Electricity:

- I. Electrical alterations – Relocating socket points, replacing existing track lighting.

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FOYER_GF03:

Painting:

- I. Paint all walls, ceilings & doors where shown. Surfaces repaired, made good and painted.

Electricity:

- I. Electrical alterations –Add lighting.

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TOILETS_GF07,08 & 09:

Floor:

- I. Grind Existing floor and prep for latex finishing.
- II. Latex Floor Stop Gap 800.
- III. Floor leveled and floor (Contractor to advise substrate) prepared to lay and fit Sphera Eternal TBC.
- IV. Clear rubbish left behind and dispose.

Painting:

- I. Paint all walls, ceilings & doors where shown. Surfaces repaired, made good and painted.

Electricity:

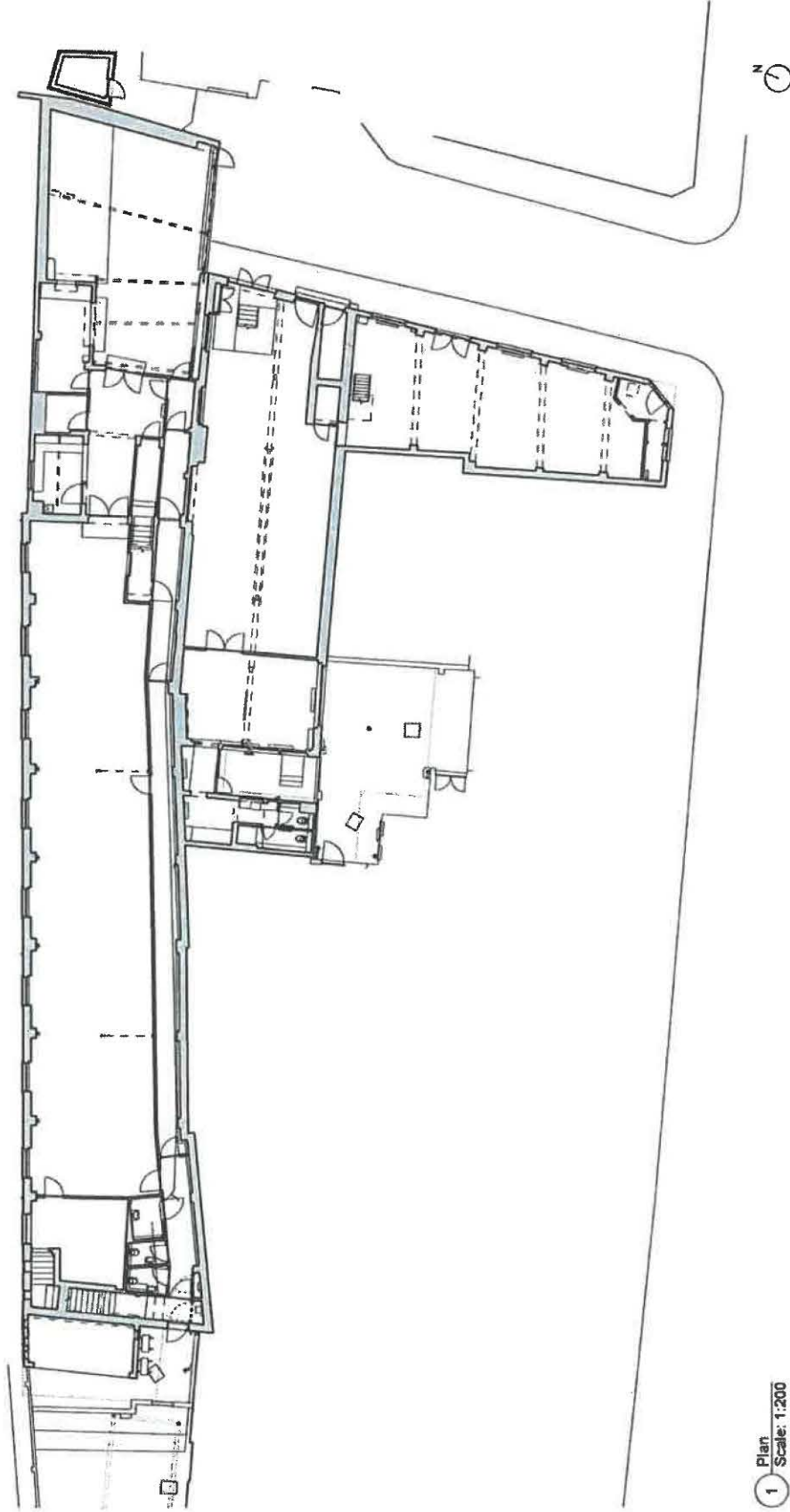
- II. Electrical alterations –replace existing lighting.

ASSUME;

PAINTING;

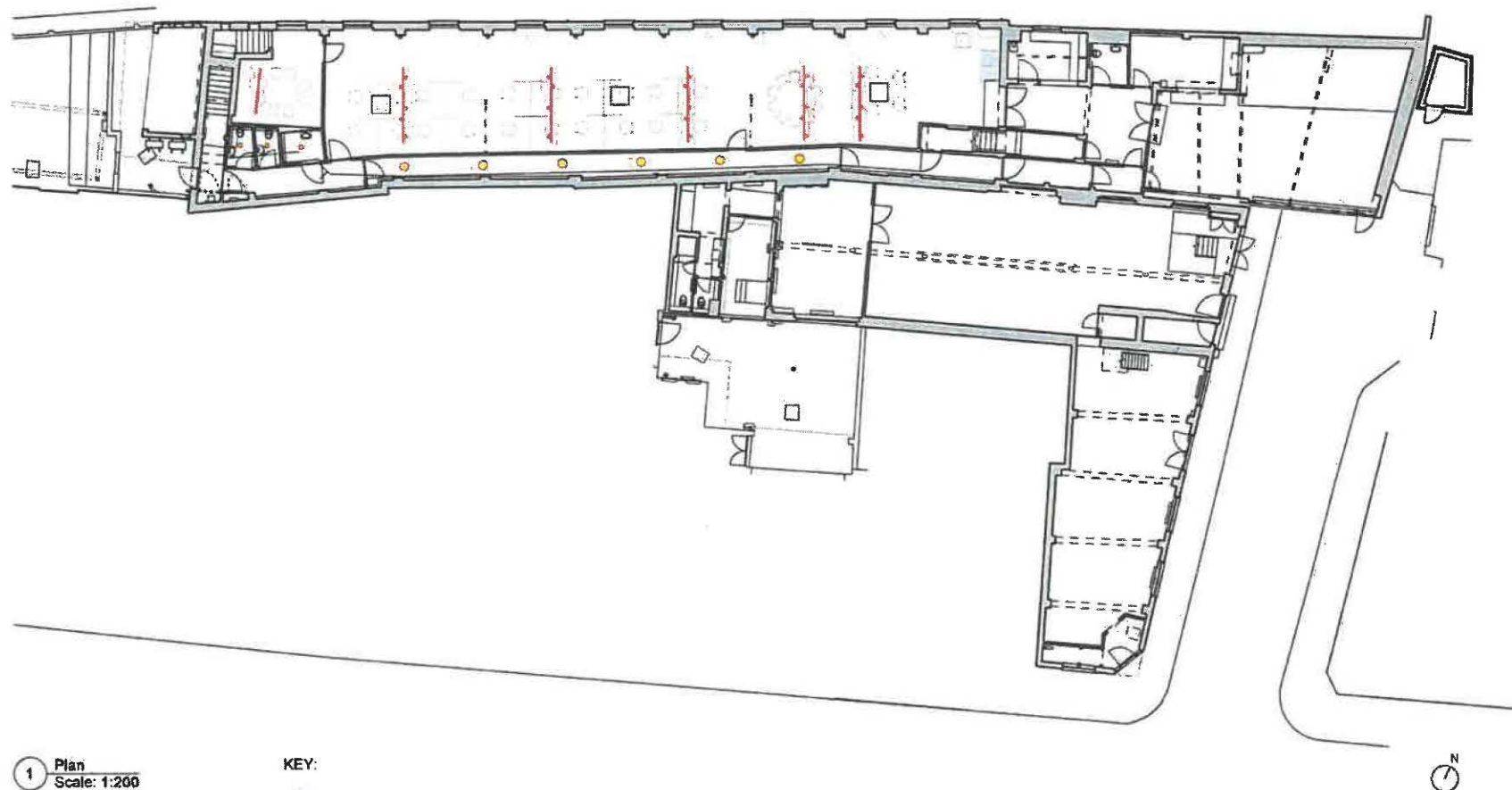
- I. Presume all walls finished in undercoat and x2 coats of dulux trade diamond matte Emulsion 30% gloss
- II. Presume all Joinery finished in undercoat and x2 coats of dulux trade diamond gloss emulsion – 80% gloss.

**AB
ROGERS
DESIGN**



1 Plan
Scale: 1:200

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1 Plan
Scale: 1:200

KEY:



Ceiling Light



Track Lighting



Fluorescent ceiling fitting

NOTE: SOME EXISTING LIGHTING
LOCATIONS TBC

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Project Title
LimeWharf Studios

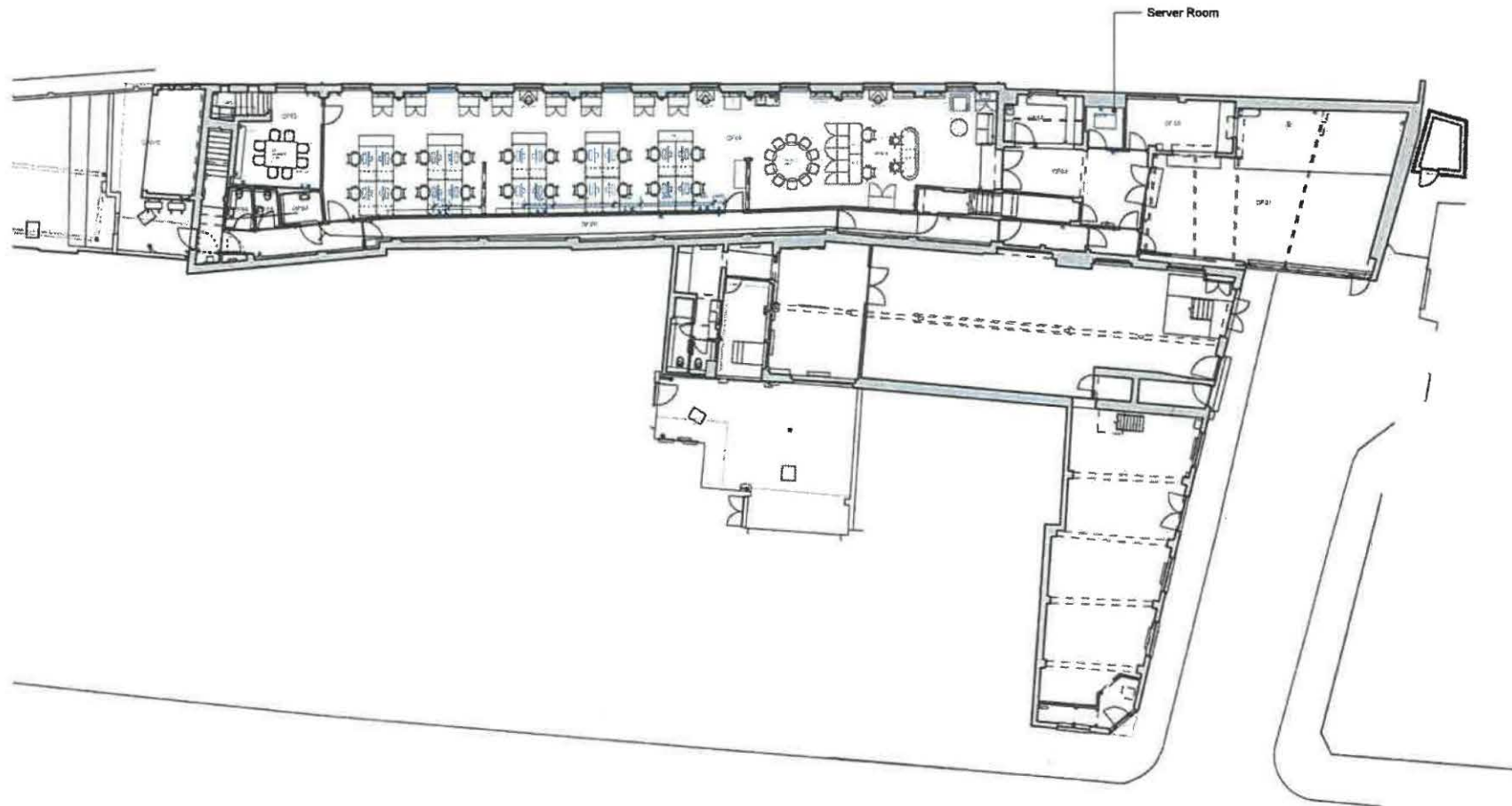
Project Number Date
311 08.05.18

Drawing Title
Ground Floor Existing RCP

Drawing Number Revision
311-ARD-1002-XX-L-00 -





Drawing Status
Information

Scale / North Point
1:400 @ A1
1:200 @ A3



1 Plan
Scale: 1:200

KEY:

-  Light Switch
-  x2 Plug Socket
-  Data Point
-  Floor Box Power x2 & Data

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Project Title
LimeWharf Studios

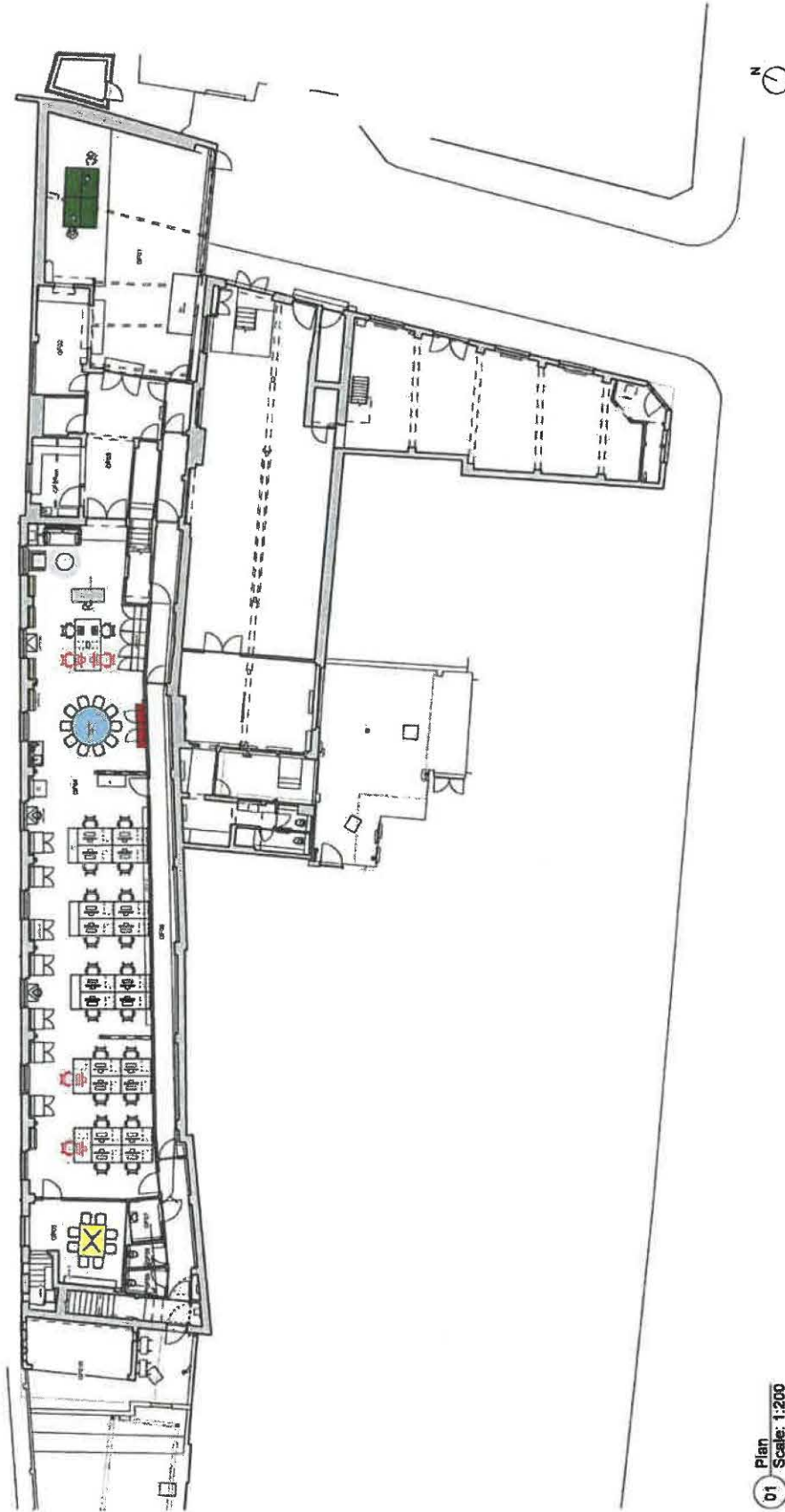
Project Number 311 Date 08.05.18

Drawing Title
GF Existing Small Power & Data Plan

Drawing Number 311-ARD-0004-XX-SP-00 Revision -

Drawing Status
Information




Scale / North Point
1:200 @ A1
1:100 @ A3



01 Plan
Scale: 1:200

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	Pendant (x1)
	Reggiani Cell
	Yan Mini Truck

Fire Alarm	Emergency	Air Conditioning
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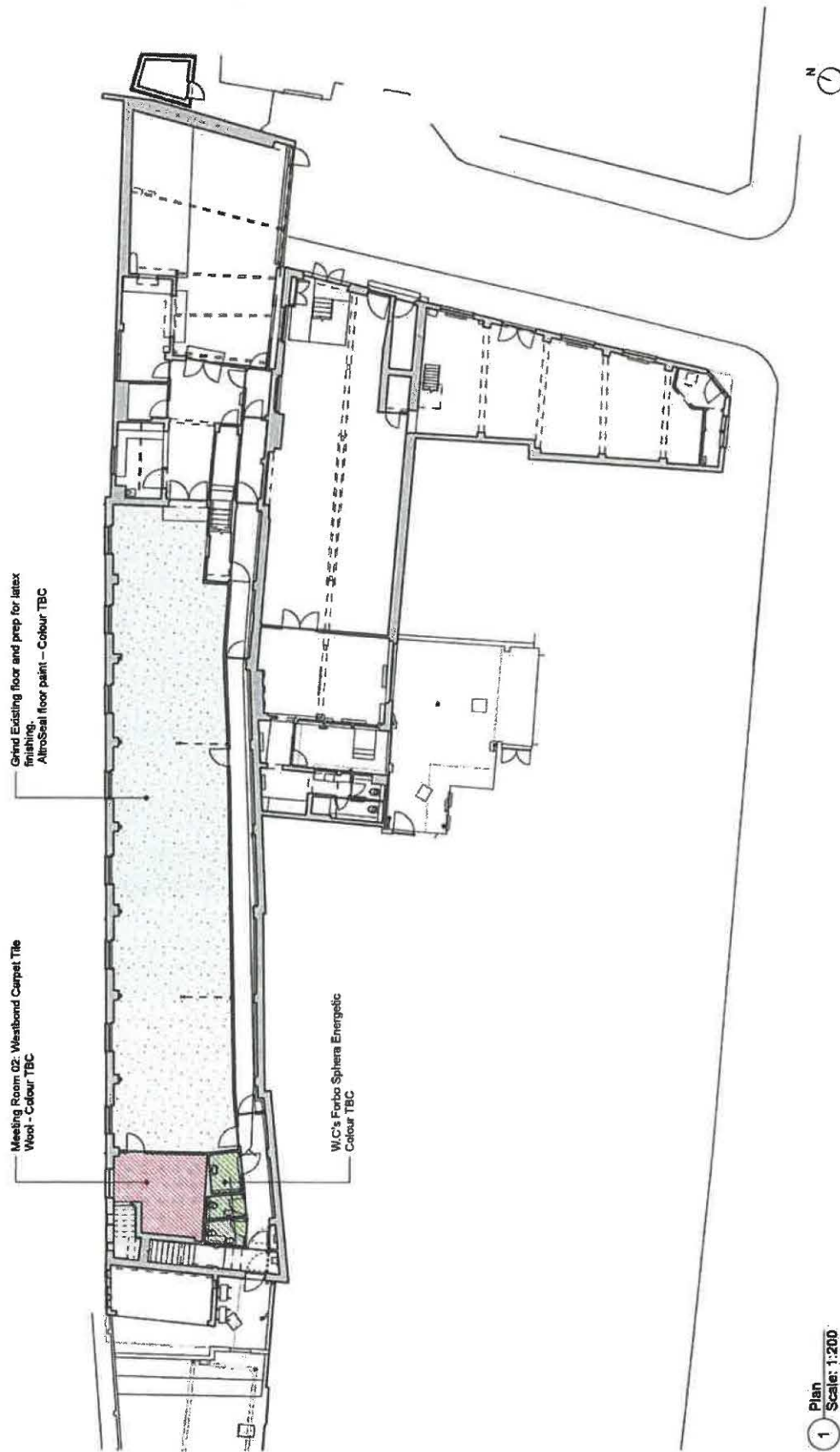
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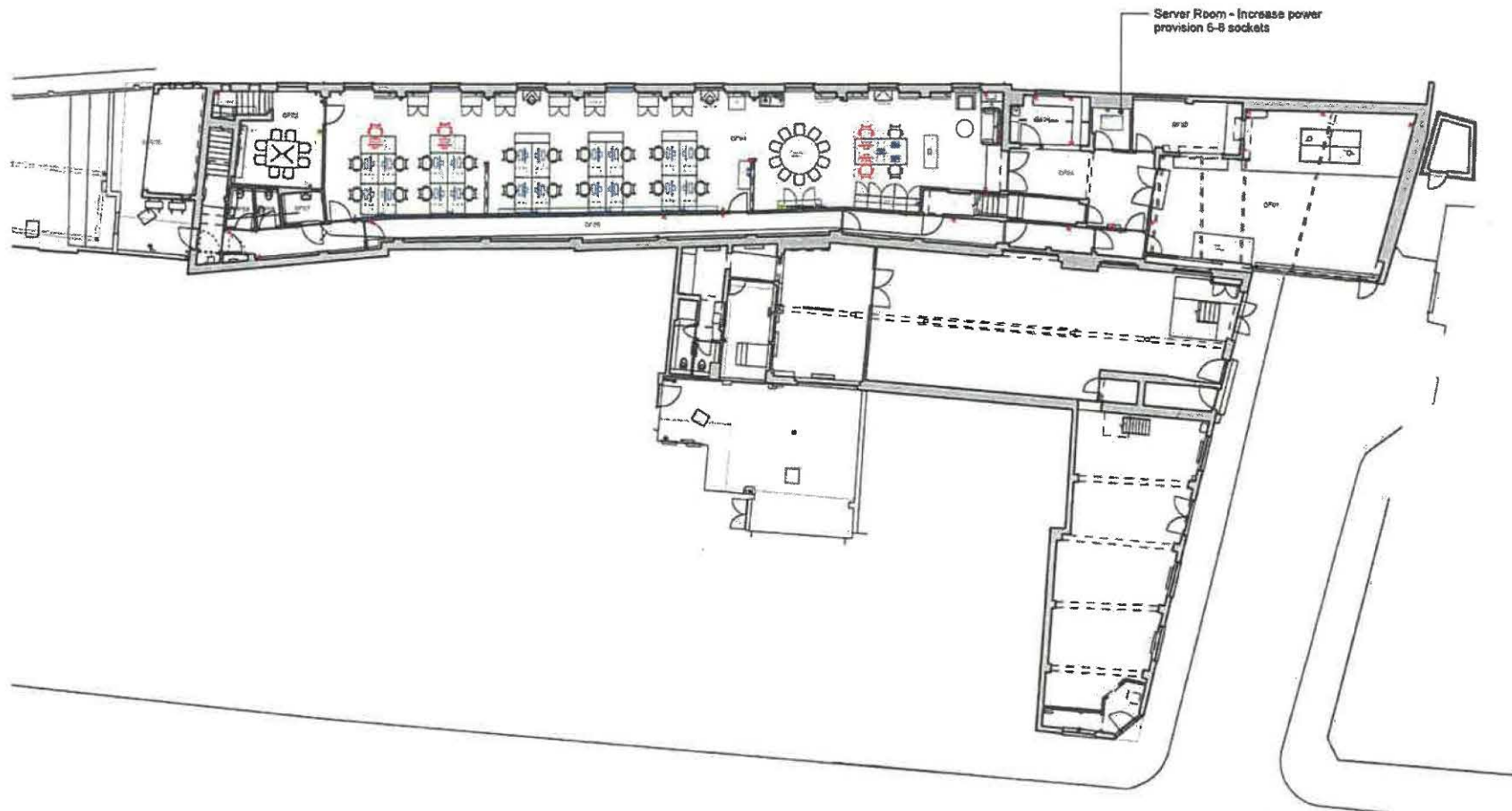
Project Number	Date
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Drawing Number	Revision
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Scale = North Point
1:400 @ A1
1:200 @ A3



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1 Plan
Scale: 1:200

KEY:

- Light Switch
- no. Plug Socket
- no. Data Point
- no. Floor Box Power x2 & Data
- Hot & Cold Water/Drainage
- Wifi Access Point

RED DENOTES EXISTING
SOCKETS/SWITCHES TO BE
RETAINED

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REVISIONS

1 - 15.05.18, Initial design for power points added
2 - 15.05.18, Drawing of power points added
3 - 15.05.18, Drawing of power points added

ARD

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Project Title

311 LimeWharf Studios

Project Number 311 Date 08.05.18

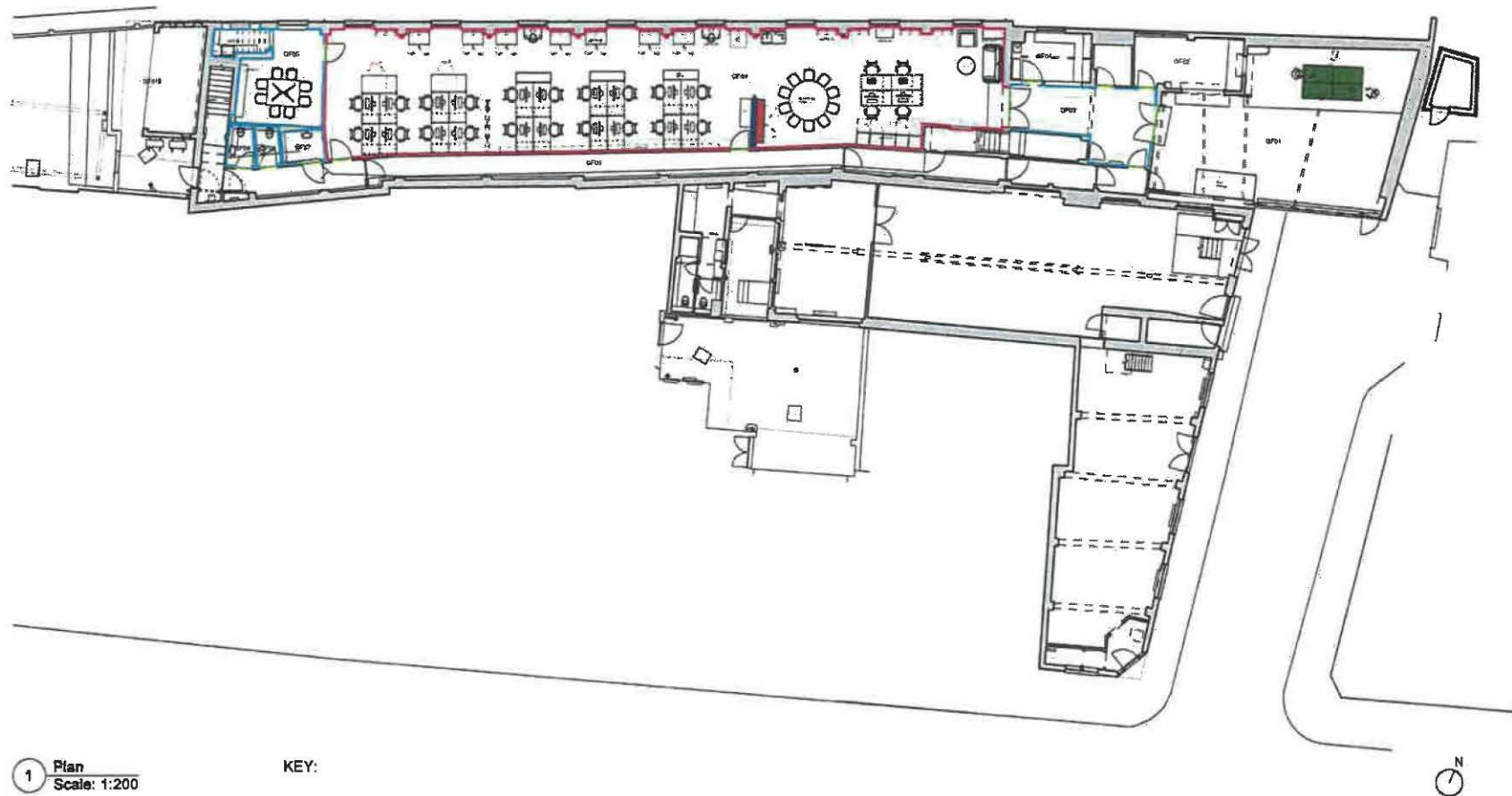
Drawing Title

GF Proposed Small Power & Data Plan

Drawing Number 311-ARD-1040-XX-SP-00 Revision C

Drawing Status

Information
Scale / North Point
1:200 @ A1
1:100 @ A3



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Project Title
LimaWharf Studios

Project Number Date
311 29.06.29

Drawing Title
Proposed GF Wall Finishes

Drawing Number Revision
311-ARD-1050-XX-WF-00

Drawing Status
Information

Scale / North Point
1:400 @ A1
1:200 @ A3

Capacity:
 Designer's desk spaces - 22 Max
 Admin desk spaces - 4 Max
 Total: 26 Max

1 Plan
 Scale: 1:100

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REVISIONS
 1. 20.05.18, Layout revised

ARD

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Project Title
 Linerhart Studios

Project Number
 311

Date
 09.05.18

Drawing Title
 Main Office Plan

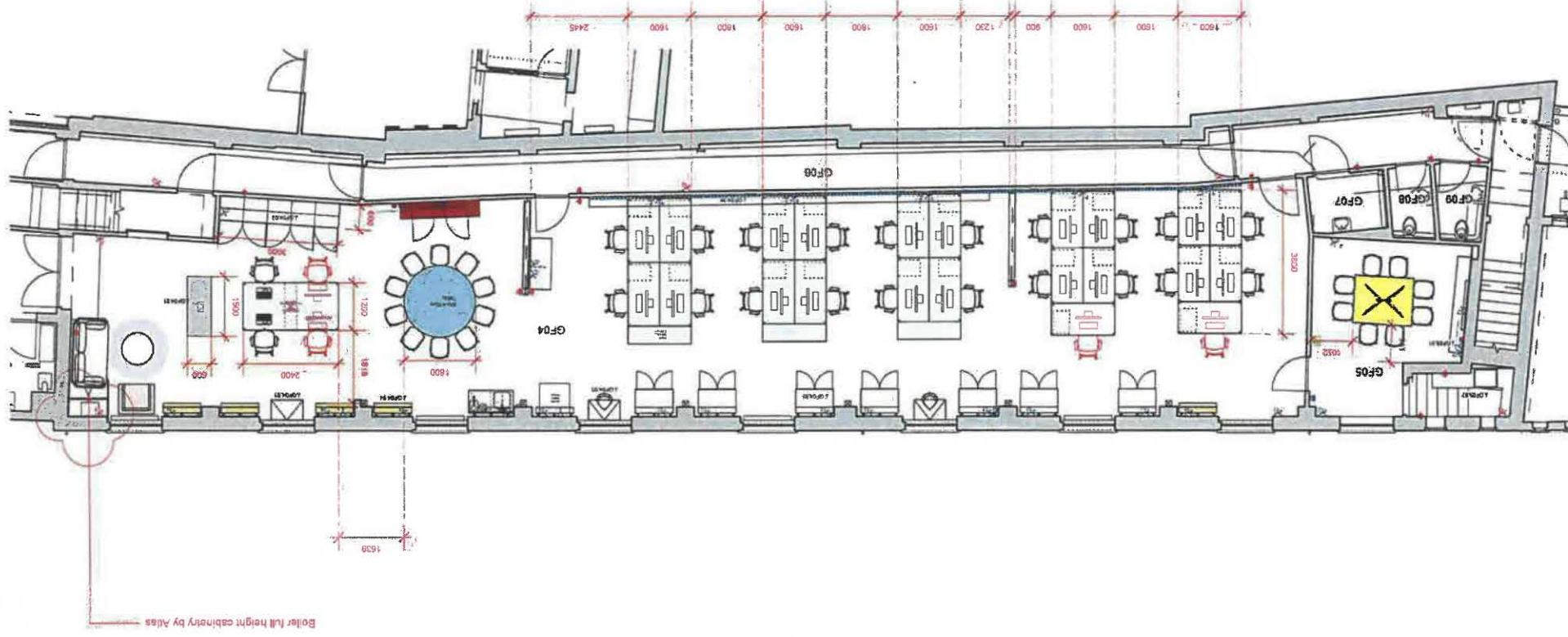
Drawing Number
 311-ARD-1054-04-P-00

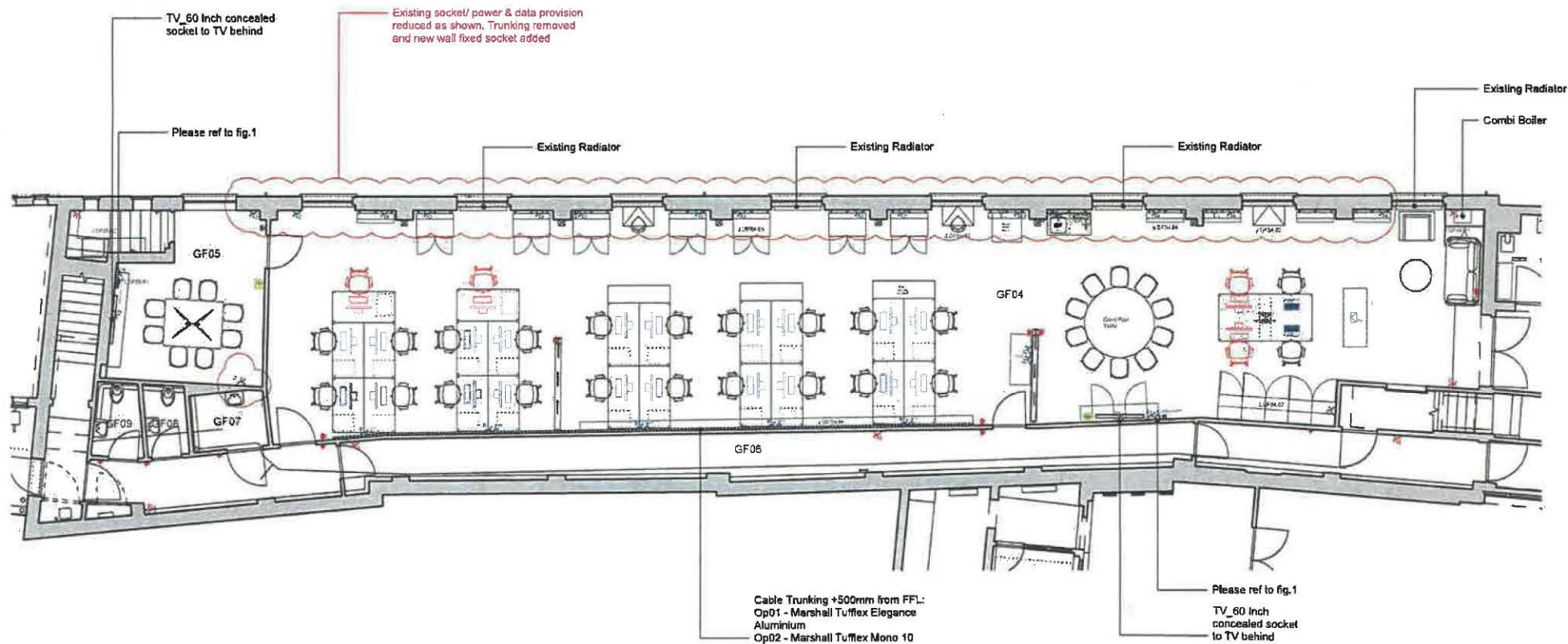
Revision
 C

Drawing Status
 Information

Scale / North Point
 1:200 @ A3

Scale / North Point
 1:200 @ A1





01 Plan
Scale: 1:100



Fig 01 - Sockets
allowance for TV Areas

KEY:

- # Light Switch
- 2x no. Plug Sockets
- no. Data Point
- no Floor Box Power & Data
- Hot & Cold Water/Drainage
- Wifi Access Point

RED DENOTES EXISTING
SOCKETS/SWITCHES TO BE
RETAINED

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REVISIONS

- A - 18.05.14, Existing electrical points added
- B - 19.05.14, Existing electrical points not added for new layout
- C - 11.05.16, Existing electrical points removed following site visit

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Project Title
LimeWharf Studios

Project Number
311

Date
08.05.18

Drawing Title
Main Office Small Power & Data Plan

Drawing Number
311-ARD-1064-04-SP-00

Revision
C

Drawing Status
Information

Scale / North Point
1:200 @ A1
1:100 @ A3