

DATED 12TH DECEMBER 2008

OTTLEY CORP

(1)

- and -

SAINSBURY'S SUPERMARKETS LTD

(2)

COUNTERPART
LICENCE TO CARRY OUT WORKS

at

Part Ground Floor
105 Salusbury Road
London NW6

Simmons Stein
Compass House
Pynnacles Close
Stanmore
Middlesex HA7 4AF
GSS.WAUY

LICENCE

DATED

12th Dec 2008

2008

BETWEEN:

- (1) **OTTLEY CORP** c/o Compass House Pynacles Close Stanmore Middlesex
HA7 4AF
("the Landlord")
- (2) **SAINSBURY'S SUPERMARKETS LTD** whose registered office is at 33 Holborn
London EC1N 2HT (Company Registration Number 0326 1722)
("the Tenant")

WITNESSETH as follows :

1. In this Licence
 - (1) the expressions defined in the First Schedule hereto have the meanings therein assigned to them
 - (2) the expression "the term granted by the Lease" includes any extension thereof by agreement or pursuant to any Act of Parliament now or hereafter to be passed
 - (3) where the context requires words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter
2. Subject to the covenants and conditions hereinafter contained the Landlord hereby grants to the Tenant Licence to carry out the Works
3. The Tenant hereby covenants with the Landlord in the terms of the Schedule hereto
4.
 - (1) This Licence is confined to the matters hereby expressly permitted and does not authorise anything further
 - (2) Nothing herein contained shall be deemed to release the Tenant from any

liability in respect of any antecedent breach of covenant

- (3) If anything hereby permitted is not implemented (or in the case of the Works is not commenced) within three months from the date hereof then the Landlord may by written notice to the Tenant withdraw this Licence and everything herein contained shall thereupon be null and void save that the Tenant shall not be released from any obligation to make payment of any outstanding fees or expenses incurred by the Landlord specified herein as being the responsibility of the Tenant
- (4) The conditions for re-entry contained in the Lease shall be exercisable as well on any material breach of any covenant herein contained as on the happening of any of the events mentioned in the said conditions for re-entry
- (5) Covenants given by any party hereto to the Landlord are given by such party for himself and his successors in title to the Landlord and his successors in title
- (6) Where any party hereto consists of more than one person covenants given by such party are given jointly and severally
- (7) The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- (8) All the Tenant's covenants and the conditions contained in the Lease which are now applicable to the Premises shall continue to be applicable to the same when and as altered by the execution of the Works and shall apply to the Premises in their then altered state
- (9) The alterations and additions comprised in the Works will be disregarded on any review of the rent payable under the terms of the Lease
- (10) This Licence is restricted to the particular alterations and to the Works

hereby authorised and shall not authorise any further or other variation from the covenants and conditions contained in the Lease which shall otherwise remain in full force and effect

- (11) This Licence and any approval instructions or supervision given or carried out hereunder are granted given or carried out without any liability on the part of the Landlord or its professional advisers or employees and imply no responsibility for the Works their design or execution
- (12) Nothing contained in this Licence or any notice plan or specification given to the Landlord shall be construed or take effect as notice under the Landlord and Tenant Acts 1927 and 1954 of an intention to make improvements to the Premises and the Tenant shall not be entitled to compensation in respect of the Works at the end of the Term (howsoever terminated)

IN WITNESS whereof the parties hereto have duly executed this Licence the day and year first before written

THE FIRST SCHEDULE

| | |
|----------------|---|
| "the Premises" | ALL THOSE premises situate on part ground floor at 105 Salusbury Road London NW6 |
| "the Lease" | A lease of the Premises dated 12th October 2008 and made between (1) The Landlord (2) The Tenant |
| "the Works" | Works of alterations to the Premises in conformity with the annexed plan and specification |

THE SECOND SCHEDULE

1. The Tenant hereby covenants with the Landlord as follows:
 - 1.1 Before commencement of the Works to produce to the Landlord for approval copies of all necessary permissions and consents and if applicable to make a written declaration to the Health and Safety Executive stating that the Tenant is the sole "client" for the purposes of the Construction (Design and Management) Regulations 1994 ("the CDM Regulations")
 - 1.2 To give notice to the Landlord of intention to carry out the Works and to pay to the Landlord on written demand and on receipt of evidence from the insurers of the Premises any increased or extra premium payable for insurance against risks occasioned by the execution of the Works
 - 1.3 To carry out and complete the Works at its own expense within 6 months in a good and workmanlike manner with good quality materials strictly in conformity with all relevant statutory and local authority requirements regulations and byelaws and in accordance with all necessary planning permissions building regulations and consents (the obligation of obtaining the same prior to the commencement of the Works being on the Tenant) and in compliance with the CDM Regulations and in a proper and workmanlike manner under the superintendence and in all respects to the reasonable and proper satisfaction of the Landlord's surveyor who shall be given all necessary facilities for inspecting the progress of the Works and workmanship used therein but for the avoidance the Landlord's surveyor shall not impede or interfere with the carrying out of the Works
 - 1.4 To carry out the Works with the least possible inconvenience as reasonably practicable given the nature and extent of the Works and to indemnify the

Landlord against all claims for injury damage or loss and against all actions reasonable and proper costs proceedings claims and demands by third parties howsoever arising as a result of the Works

- 1.5 To comply with the terms and conditions from time to time laid down by the Institution of Electrical Engineers and with the regulations of the electricity supply authority
- 1.6 To procure that the Works are undertaken by reputable contractors previously approved in writing by the Landlord (to be unreasonably withheld or delayed), and in accordance with current codes of practice PROVIDED that if the Landlord does not respond to the Tenant's notice of the proposed contractor within 7 days of receipt of the same the contract or will be deemed to be approved
- 1.7 At the Tenant's own reasonable and proper expense to carry out such further work to the Premises (including work in respect of means of escape in case of fire) as may be necessary to comply with any requirements or regulations of the Fire Officer Local Authority or other competent authority such work to be carried out to the satisfaction of that authority and the reasonable and proper satisfaction of the Landlord's surveyor
- 1.8 To ensure that all builders' materials and equipment are kept within the curtilage of the Premises or such other area as the Landlord may approve from time to time and are removed from the Premises forthwith upon completion of the Works and that no rubbish refuse or materials of any kind whatsoever are left in the roadways or on the pavement leading thereto
- 1.9 On completion of the Works if applicable:-
 - (a) To provide the Landlord with a certified copy of the completed health and safety file prepared for the Works in accordance with the CDM Regulations and
 - (b) To allow the Landlord's surveyor to inspect the Works
- 1.10 In the event of the Landlord being assessed or charged for any tax or other fiscal

imposition or suffering any reduction in any available tax loss as a result of the Works to indemnify and pay to the Landlord within 21 days of written demand the whole amount thereof

1.11 To pay and bear all the reasonable fees up to a maximum of £750 + VAT (together with Value Added Tax) of:-

1.11.1 The Landlord's surveyor in connection with this Licence

1.11.2 The Landlord's management fee for approving the Works

1.11.3 The Landlord's solicitors fee in connection with this Licence

1.12 At the expiration or sooner determination of the Lease unless released in writing from compliance with this stipulation by the Landlord at its own reasonable and proper cost to reinstate and make good the Premises in every respect and to restore the same to the same plan and design as at the date hereof as evidenced by the plan annexed at Appendix A as if the Works hereby authorised had not been made

THE COMMON SEAL of SAINSBURYS)
SUPERMARKETS LTD was hereunto)
affixed in the presence of:)



Authorised signatory

Authorised Signatory


ALUMINUM COATING

STONIS STATIONERY & SUPPLIES
SHELL INFORMATION - HIGH BUILD
LIST WITH RESIDENTIAL ABOVE

[illegible]

REFRIGERATION CABINETS -
21 NO. 1250 DROPS, INCLUDING 2000 ROLL-IN UNIT + 4
NO. 80WS, 2 NO. FULL GLASS DOOR TYPE FROZEN
CABINETS.

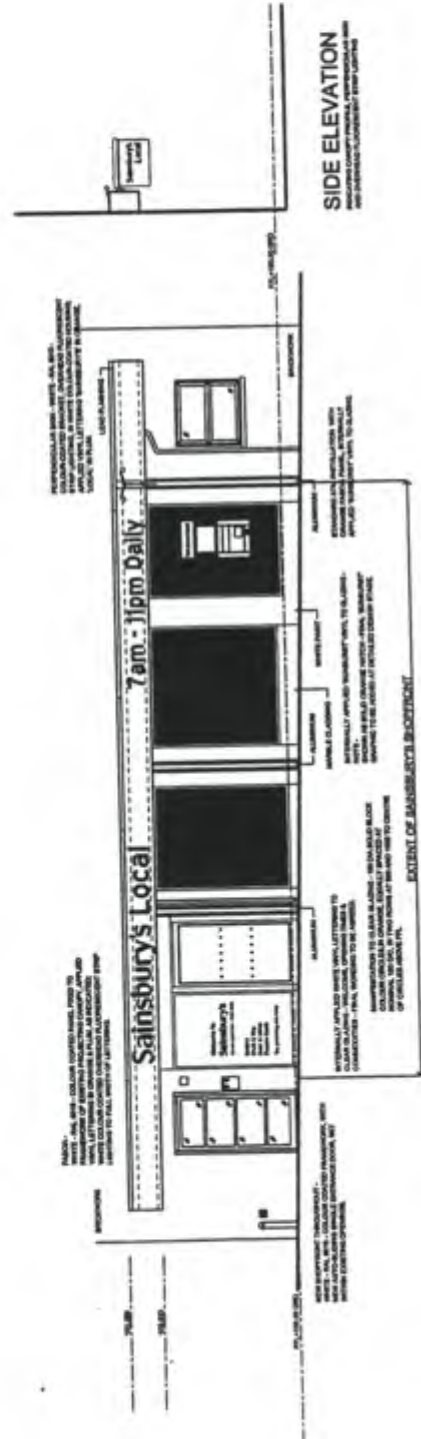
| Year | Number of cases | Number of deaths | Number of cases per 100,000 population | Number of deaths per 100,000 population |
|------|-----------------|------------------|--|---|
| 1990 | 1,000 | 100 | 1.0 | 0.1 |
| 1991 | 1,100 | 110 | 1.1 | 0.11 |
| 1992 | 1,200 | 120 | 1.2 | 0.12 |
| 1993 | 1,300 | 130 | 1.3 | 0.13 |
| 1994 | 1,400 | 140 | 1.4 | 0.14 |
| 1995 | 1,500 | 150 | 1.5 | 0.15 |
| 1996 | 1,600 | 160 | 1.6 | 0.16 |
| 1997 | 1,700 | 170 | 1.7 | 0.17 |
| 1998 | 1,800 | 180 | 1.8 | 0.18 |
| 1999 | 1,900 | 190 | 1.9 | 0.19 |
| 2000 | 2,000 | 200 | 2.0 | 0.20 |
| 2001 | 2,100 | 210 | 2.1 | 0.21 |
| 2002 | 2,200 | 220 | 2.2 | 0.22 |
| 2003 | 2,300 | 230 | 2.3 | 0.23 |
| 2004 | 2,400 | 240 | 2.4 | 0.24 |
| 2005 | 2,500 | 250 | 2.5 | 0.25 |
| 2006 | 2,600 | 260 | 2.6 | 0.26 |
| 2007 | 2,700 | 270 | 2.7 | 0.27 |
| 2008 | 2,800 | 280 | 2.8 | 0.28 |
| 2009 | 2,900 | 290 | 2.9 | 0.29 |
| 2010 | 3,000 | 300 | 3.0 | 0.30 |
| 2011 | 3,100 | 310 | 3.1 | 0.31 |
| 2012 | 3,200 | 320 | 3.2 | 0.32 |
| 2013 | 3,300 | 330 | 3.3 | 0.33 |
| 2014 | 3,400 | 340 | 3.4 | 0.34 |
| 2015 | 3,500 | 350 | 3.5 | 0.35 |
| 2016 | 3,600 | 360 | 3.6 | 0.36 |
| 2017 | 3,700 | 370 | 3.7 | 0.37 |
| 2018 | 3,800 | 380 | 3.8 | 0.38 |
| 2019 | 3,900 | 390 | 3.9 | 0.39 |
| 2020 | 4,000 | 400 | 4.0 | 0.40 |

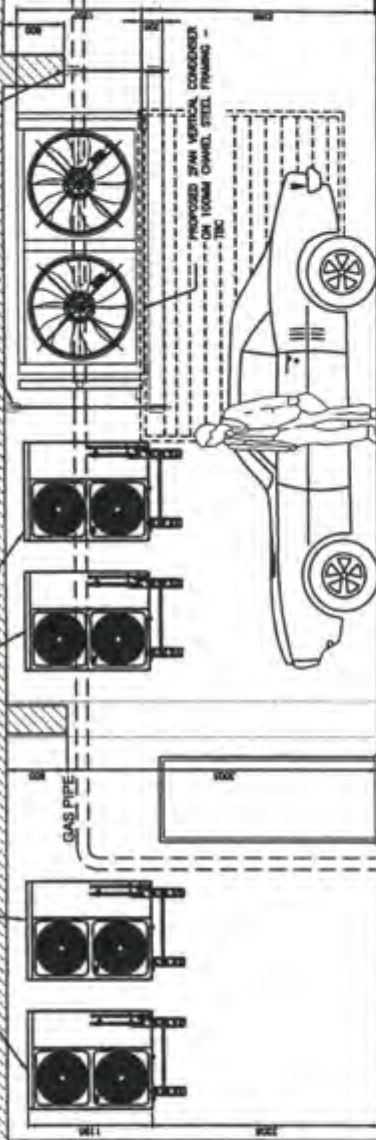
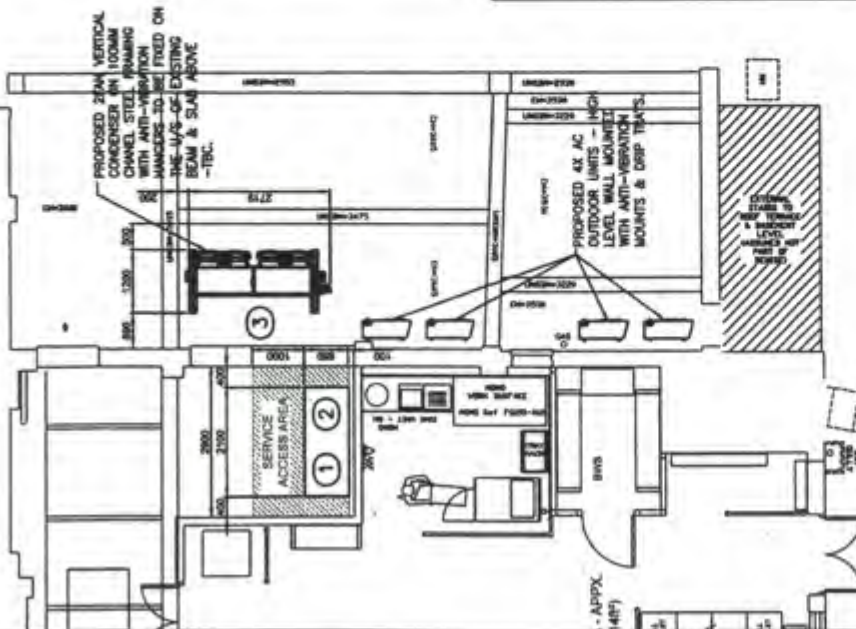
|  | Design Consultants 1401 West 10th Ave. Suite 100 Fort Collins, CO 80521 Phone: 970-221-0000 Fax: 970-221-0001 Email: info@arc-fc.com | PRELIMINARY PERMITSIBILITY _____ Date: _____ | Sainsbury's | SAINSBURY'S LOCAL 105 SALLISBURY ROAD QUEENS PARK NW6 | PROPOSED STORE PLAN AND ELEVATION | Drawing No. _____ | <table border="1"> <thead> <tr> <th>Project Number</th> <th>County Number</th> <th>Parcel</th> </tr> </thead> <tbody> <tr> <td>08_362</td> <td>102</td> <td>3</td> </tr> </tbody> </table> | Project Number | County Number | Parcel | 08_362 | 102 | 3 | <table border="1"> <thead> <tr> <th>County</th> <th>Parcel</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>08</td> <td>102</td> <td>3</td> </tr> </tbody> </table> | County | Parcel | Area | 08 | 102 | 3 | <p>The contents of this report are the property of Sainsbury's Limited and may not be used or reproduced in any form without the written consent of Sainsbury's Limited.</p> |
|---|---|---|--------------------|--|--|-------------------|--|----------------|---------------|--------|--------|-----|---|---|--------|--------|------|----|-----|---|--|
| Project Number | County Number | Parcel | | | | | | | | | | | | | | | | | | | |
| 08_362 | 102 | 3 | | | | | | | | | | | | | | | | | | | |
| County | Parcel | Area | | | | | | | | | | | | | | | | | | | |
| 08 | 102 | 3 | | | | | | | | | | | | | | | | | | | |

DEA
JM Benmon

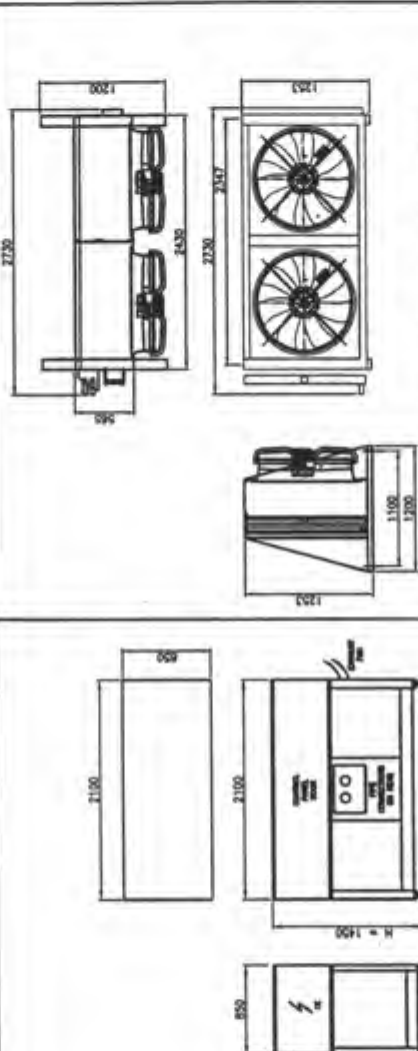
NOTE - SHOPFRONT ELEVATION INDICATIVE ONLY AT THIS STAGE AND WILL BE SUBJECT TO FULL & FINAL DETAILS AT PLANNING STAGE.

1.50 SHOPFRONT ELEVATION - ONTO SALUSBURY ROAD





REAR ELEVATION



AFR/COS PACK

RIVACOLD 2 FAN VERTICAL CONDENSER

Legend

- ☐ LATEST REVISION ON LAYOUT
- ☐ LATEST REVISION TO TABLE
- ☐ EQUIPMENT NUMBER

THIS DRAWING HAS BEEN DRAWN IN CONJUNCTION WITH:
 DB, SAC, 102, G, 10g
 Proposed Sales Floor Layout

Revision Details

| Rev | By | Date | Description | Rev | By | Date | Description |
|-----|----|----------|--|-----|----|----------|--|
| 1 | AL | 10/09/08 | 100mm channel steel framing moved to rear level position | 1 | AL | 10/09/08 | 100mm channel steel framing moved to rear level position |
| 2 | AL | 10/09/08 | Drawn/Checked | 2 | AL | 10/09/08 | Drawn/Checked |

Preliminary

| Drawing No. | Rev | Scale | AS3 |
|-------------|-----|-------|-----|
| JS000063-R6 | - | 1:50 | |

Customer

Sainsbury's Local

Plant Room

Layout

projectfirst
ENGINEERING LIMITED

Sale 26, First Floor, Challenge House, Staines Road, Basingstoke, Hants, RG24 0EP
 Tel: 01256 331750 Fax: 01256 467534
 Email: info@projectfirst.com

PARTIAL GROUND FLOOR PLAN

| Bedford Place | Dual Temp Compressor Pack | Model | Refrigerant | Qty | Compressor Model | Compressor Capacity (kW) | Saturated Subcool Temperature (°C) | Total Heat Rejection (kW) | Start Current Locked Rotor Per Comp (Amps) | Full Load Current Per Comp & Design Conditions (Amps) | Maximum Full Load Current Per Comp (Amps) | Total Supply Voltage | Housed or Unhoused | Approx Weight (kg) | Length of Unit (mm) | Width of Unit (mm) | Height of Unit (mm) | Unit DB Rating @ 10 Meters |
|---------------|---------------------------|------------|-------------|-----|------------------|--------------------------|------------------------------------|---------------------------|--|---|---|----------------------|--------------------|--------------------|---------------------|--------------------|---------------------|----------------------------|
| 1 | AFRCOS | CM 440-1LT | R404a | 1 | 2F15K4E-TFD | 3.46 | -30.00 | 6.80 | 64.00 | 8.90 | 10.40 | 400V/3ph/50Hz | Unhoused | 500 | 2100 | 1100 | 1700 | 39 |
| 2 | | | | 0 | 2B45K4E-TWD | 10.40 | -6.00 | 13.80 | 74.00 | 8.80 | 12.00 | | | | | | | |
| TOTALS | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

| Bedford Place | Dual Temp Condenser | Model | Refrigerant | Number of Fan Motors | Start Current Per Fan Motor (A) | Run Current Per Fan Motor (A) | Supply Voltage | Noise Rating dBA @ 10m |
|---------------|---------------------|----------|-----------------|----------------------|---------------------------------|-------------------------------|-----------------------|------------------------|
| 3 | IT1 | Rivacold | GSR-124-EC Fans | 3 | 0.41 | 4.10 | 400V / 50Hz / 3 Phase | 35 |

DCA
 Summi

