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DATE 24 October 2000

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MacLay Murray & Spens
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MACLAY, MURRAY & SPENS
SOLICITORS, EDINBURGH

Joint venture agreement

among

Scottish Enterprise Edinburgh and Lothian

MillerBOS Limited

and

Alba Campus Limited

STAMP
DUTY PAID

Maclay Murray  Spens
SOLICITORS



SCT SGKWGXWX 1125
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AGREEMENT

among

- (1) SCOTTISH ENTERPRISE EDINBURGH AND LOTHIAN, incorporated under the Companies Acts under number 124701 and having its registered office at Apex House, 99 Haymarket Terrace, Edinburgh EH12 5HD ("SEEL");
- (2) MILLERBOS LIMITED, incorporated under the Companies Acts under number 209180 and having its registered office at Miller House, 18 South Groathill Avenue, Edinburgh EH4 2LW("MillerBoS");
- (3) ALBA CAMPUS LIMITED, incorporated under the Companies Acts under number 207809 and having its registered office at 151 St Vincent Street, Glasgow G2 5NJ (the "Company").

WHEREAS

- (A) The Company has, at the time of execution of this Agreement, an authorised share capital of £100 divided into 100 ordinary shares of £1 each of which two shares have been issued at par fully paid, one of which is beneficially owned by SEEL and the other is beneficially owned by MillerBoS.
- (B) SEEL and MillerBoS wish to participate as shareholders in the Company and to subscribe for new shares in the Company for the purposes of and subject to the terms and conditions of this Agreement.
- (C) SEEL and MillerBoS have agreed to enter into this Agreement for the purpose of regulating certain matters concerning their relationship with each other and relative to the Company, the Shares, the Company's financial requirements and the operation of the Business.

NOW THEREFORE IT IS AGREED:

1. Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them:

"A Director" means a Director appointed pursuant to article 9.1 of the Articles;

"A Shares" means 'A' shares of £1 each in the capital of the Company;

"Affiliate" of any person means any other person that directly or through one or more intermediaries, controls, is controlled by, or is under common control with, such person;

"Alba Campus" means the Initial Property and the MOB Site;

“Annual Business Plan” shall have the meaning ascribed thereto in Clause 6.1.3;

“Articles” means the articles of association of the Company, in the agreed terms to be adopted pursuant to Clause 2.1 as amended from time to time in accordance with this Agreement;

“Auditors” means the auditors from time to time of the Company;

“BoS” means the Governor and Company of the Bank of Scotland;

“B Director” means a Director appointed pursuant to article 9.2 of the Articles;

“B Shares” means ‘B’ shares of £1 each in the capital of the Company;

“Board” means the board of directors of the Company from time to time;

“Business” means the business described in Part 1 of the Schedule;

“Business Day” means Mondays to Fridays inclusive except for days which are bank or public holidays in Scotland;

“Cadence Site” means the property described in Part 5C of the Schedule;

“Companies Acts” means the Companies Act 1985 and the Companies Act 1989 (as amended from time to time);

“Completion Date” means the date hereof or such other date as the Parties may agree;

“control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means the possession, direct or through one or more intermediaries or together with persons acting in concert (as such term is defined for the purposes of The City Code on Takeovers and Mergers), of the power to direct or cause the direction of the management or policies of any person and, without limitation, for the purposes of this Agreement, an interest in shares in the capital of a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of that company shall be deemed to confer control of that company;

“Date of MOB Practical Completion” means the date of issue of the certificate of practical completion to the effect that the MOB Development is practically completed or (as appropriate) the date of issue of the fresh certificate of practical completion specified in paragraph 3 of Part 7 of the Schedule;

“Date of SRF Practical Completion” means the date of issue of the certificate of practical completion to the effect that the SRF Development is practically completed;

“Director” means any director for the time being of the Company including, where applicable, any alternate director;

“Financial Year” shall have the meaning ascribed to it in section 223 of the Companies Act 1985;

“Generally Accepted Accounting Principles” means accounting principles and policies which are recommended by the Institute of Chartered Accountants of Scotland and are generally adopted in the United Kingdom;

“in the agreed terms” means in a form and in terms agreed or to be agreed among, or on behalf of, the Parties in writing;

“Initial Property” means the property described in Part 5A of the Schedule;

“Management Plan” means the plan entitled ‘Managment Plan’ annexed and signed as relative hereto showing the area of land in respect of which the Company is responsible for land management outlined in red;

“MillerBoS Group” means MillerBoS, any wholly-owned subsidiary of MillerBoS, any holding company of which MillerBoS is a wholly-owned subsidiary and any other wholly-owned subsidiary of such a holding company; and “member of the MillerBoS Group” shall be construed accordingly.

“MillerBoS Representative” and “MBR” means Nigel Munro or such other building surveyor from within Miller Developments as may be nominated by MillerBoS in writing to the Company;

“MOB Site” means the property described in Part 5B of the Schedule;

“MOB Development” means the development of the MOB Site in accordance with the specification and design set out in Part 11 of the Schedule

“Operating Budget” means the projected balance sheet, profit and loss account and cash flow statement in relation to the Company, together with the projected capital expenditure budget for each successive period of 12 months (being a period corresponding with each Financial Year of the Company) to be delivered by the Company to the Shareholders pursuant to Clause 11.1 as part of the relevant Annual Business Plan;

“Original Accounts” means the first audited profit and loss account, balance sheet and cash flow statement delivered by the Company to the Shareholders pursuant to Clause 11.2.1;

“Parties” means all of SEEL, MillerBoS and the Company and their permitted assignees and successors;

“Preference Shares” means redeemable preference shares of £1 each in the capital of the Company having the rights and being subject to the restrictions set forth in the Articles;

“Rental Guarantee” means the Undertaking and Guarantee in agreed terms duly and validly completed conform to the draft forming Part 4 of the Schedule;

“Schedule” means the schedule to this Agreement in ten parts;

“SEEL Group” means SEEL, any wholly-owned subsidiary of SEEL, any holding company of which SEEL is a wholly-owned subsidiary and any other wholly-owned subsidiary of such a holding company; and “member of the SEEL Group” shall be construed accordingly;

“Shareholders” means SEEL and MillerBoS or any person or persons to whom Shares are transferred or issued pursuant to the provisions of this Agreement and the Articles; and the expression “Shareholder” shall be construed accordingly;

“Shares” means A Shares or B Shares in the capital of the Company;

“SRF Centre” means a building developed to provide facilities (including, without limitation, catering, retail, and crèche facilities) to be used by those working at or visiting the Alba Campus and house specialist facilities including the Institute of System Level Integration, the Virtual Component Exchange and the Microelectronic Test Centre; and

“SRF Development” means the development on the Initial Property of the SRF Centre in accordance with the specification and design set out in Part 12 of the Schedule provided that all reference to sports facilities within such specification and design shall be ignored as the Shareholders have agreed that such sports facilities shall not form part of the specification for the SRF Development.

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 words and expressions defined in Part XXVI of the Companies Act 1985 shall bear the same meanings;
- 1.2.2 reference to any statute or statutory provision includes a reference to any statute or statutory provision which amends, extends, re-enacts or replaces the same or which has been amended, extended, re-enacted or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision whether before or after the date hereof;
- 1.2.3 reference to the Recitals and Clauses and subdivisions thereof are references to the recitals and clauses of this Agreement and subdivisions thereof;
- 1.2.4 a reference to the singular includes a reference to the plural and vice versa and a reference to any gender includes a reference to all other genders; and
- 1.2.5 references to persons shall include natural persons, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts or other entities or organisations of any kind, including (without limitation) government entities (or political subdivisions or agencies or instrumentalities thereof).
- 1.3 Reference to this Agreement shall include the Recitals and the Schedule which shall each form part of this Agreement.

- 1.4 The headings in this Agreement are for convenience of reference only and do not form part of this Agreement and shall not affect its validity or construction.
2. Completion
- 2.1 Completion shall take place on the Completion Date.
- 2.2 As soon as practicable after executing this Agreement, each of the Shareholders shall, if such steps shall not already have been taken, take or cause to be taken the following steps at Directors' and Shareholders' meetings of the Company:
- 2.2.1 the adoption by the Company of the Articles in substitution for and to the exclusion of the existing articles of association of the Company;
- 2.2.2 the appointment of David Crichton, Steven McGarva and Neil Francis as A Directors of the Company;
- 2.2.3 the appointment of Philip Miller, David Milloy and David Taylor as B Directors of the Company;
- 2.2.4 the increase in the authorised share capital of the Company from £100 consisting of 100 ordinary shares of £1 each to £14,600,100 consisting of 100 ordinary shares of £1 each and 14,600,000 redeemable preference shares of £1 each;
- 2.2.5 the redesignation and reclassification of the existing authorised but unissued ordinary share capital of the Company into 49 A Shares and 49 B Shares and the redesignation and reclassification of the existing two issued ordinary shares as one A Share and one B Share respectively with all such Shares having the rights set out in the Articles;
- 2.2.6 the granting of the requisite authority to the Directors to allot all authorised and unissued Shares pursuant to section 80 of the Companies Act 1985;
- 2.2.7 the subscription by SEEL for 49 A Shares and 2,300,000 Preference Shares in the share capital of the Company in accordance with the provisions of Clause 3;
- 2.2.8 the subscription by MillerBoS for 49 B Shares and 500,000 Preference Shares in the share capital of the Company in accordance with the provisions of Clause 3;
- 2.2.9 the resignation of Maclay Murray & Spens as the secretaries to the Company and the delivery by them to the Company of a letter of resignation in the agreed terms and the appointment of Pamela Smyth as the secretary to the company;
- 2.2.10 the appointment of KPMG as the Auditors;
- 2.2.11 the establishment of 31 December as the accounting reference date of the Company;
- 2.2.12 all Directors other than those appointed in terms of Clauses 2.2.2 and 2.2.3 resigning as Directors and each delivering to the Company a letter of resignation in the agreed terms;

- 2.2.13 the appointment of BoS as the Company's bankers;
- 2.2.14 the delivery to the Parties of a letter from Vindex Limited and Vindex Services Limited, the first directors of the Company, in the agreed terms;
- 2.2.15 procurement by SEEL of the conveyance by Scottish Enterprise to the Company of the Initial Property in accordance with the provisions of Part 6 of the Schedule; and
- 2.2.16 the procurement by SEEL of delivery to the Company of the Rental Guarantee validly executed by Scottish Enterprise.

2.3 All events in Clause 2.2 shall be deemed to take effect simultaneously to the intent that if any such event does not take place forthwith none of the Parties hereto shall be under any obligation to complete this Agreement.

3. Initial subscriptions

3.1 At Completion, in consideration of the procurement by SEEL of the conveyance by Scottish Enterprise to the Company of the Initial Property in accordance with the provisions of Part 6 of the Schedule, there shall be allotted and issued to SEEL, credited as paid up in full, 49 A Shares and 2,300,000 Preference Shares.

3.2 At Completion, MillerBoS shall subscribe for 49 B Shares and 500,000 Preference Shares in cash at par and such B Shares and Preference Shares shall be allotted and issued to MillerBoS paid up in full.

4. MOB Development, MOB Site transfer, further subscriptions by SEEL and the Cadence Site

MOB Development, MOB Site transfer and further subscriptions by SEEL

- 4.1 The MOB Development shall be carried out in accordance with the provisions of Part 7 of the Schedule.
- 4.2 SEEL will procure the conveyance of the MOB Site by Scottish Enterprise to the Company in accordance with the provisions of Part 6 of the Schedule but so that references in Part 6 of the Schedule to "Initial Property" and "Completion Date" shall for the purpose of this Clause 4.2 be deemed to be reference to "MOB Site" and "Date of MOB Practical Completion" respectively.
- 4.3 In consideration of the agreement by SEEL to procure the conveyance by Scottish Enterprise to the Company of the MOB Site in accordance with the provisions of Clause 4.2, there shall be allotted and issued to SEEL, credited as paid up in full, 5,000,000 Preference Shares. Such Preference Shares shall be allotted and issued forthwith after such conveyance.

Cadence Site

- 4.4 It is recorded that an option has been granted by Scottish Enterprise in favour of Cadence Design Systems Limited in terms of which the said Cadence Design Systems Limited has the right to acquire part or parts of the Cadence Site, which option requires to be exercised by the said Cadence Design Systems Limited on or prior to 12 June 2001. In the event of the said option not having been exercised in respect of part or parts of the Cadence Site by 13 June 2001 (such part or parts of the Cadence Site being hereinafter referred to as the "Option Site") then the Company and Scottish Enterprise will endeavour to agree the Open Market Value of the Option Site. "Open Market Value" shall have the meaning ascribed to it in paragraph 1 of Part 10 of the Schedule as if references therein to "Valuation Property" were references to the Option Site and references therein to "the Valuation Date" were references to 13 June 2001. SEEL will procure that no part of the Cadence Site is disposed of prior to 12 June 2001 other than to the said Cadence Design Systems Limited in accordance with the said option.
- 4.5 In the event that the Company and Scottish Enterprise have not agreed the Open Market Value of the Option Site by 13 July 2001, the matter shall be referred to an Independent Valuer (as defined in paragraph 1 of Part 10 of the Schedule) and the provisions of paragraphs 2 and 3 of Part 10 of the Schedule shall apply thereto as if references therein to "Shareholders" were references to the Company and Scottish Enterprise.
- 4.6 The Company shall have two months from the date of agreement or determination of the Open Market Value pursuant to Clauses 4.4 and 4.5 within which to intimate in writing to Scottish Enterprise whether or not it wishes to acquire the Option Site at the Open Market Value agreed or determined as aforesaid. In the event that the Company intimates that it does wish to acquire the Option Site as aforesaid, Scottish Enterprise shall have a period of two months to issue formal consent to convey the Option Site to the Company at the Open Market Value agreed or determined as aforesaid and SEEL will use all reasonable endeavours to procure that such consent is not unreasonably withheld or a decision thereon unreasonably delayed having regard to the Company's interest in the land adjoining the Cadence Site. On such formal consent being given, SEEL will procure the conveyance of the Option Site by Scottish Enterprise to the Company on the date 10 Business Days after the date of issue of such consent by Scottish Enterprise as aforesaid but only in return for payment by the Company to Scottish Enterprise of the Open Market Value and in accordance with the provisions of Part 6 of the Schedule but so that references in Part 6 of the Schedule to "Initial Property" and "Completion Dates" shall, for the purposes of this Clause 4.6 be deemed to be references to the Option Site and the date 10 Business Days after issue of such consent by Scottish Enterprise as aforesaid respectively. For the avoidance of doubt, in the event that Scottish Enterprise does not intimate in writing to the Company consent to acquisition of the Option Site by the Company within the two month period referred to in this Clause 4.6 the Company will have no further right, title or interest in or to the Option Site and Scottish Enterprise will be entitled to deal with the Option Site as it sees fit.
- 4.7 For the avoidance of doubt, in the event that the Company does not intimate in writing to Scottish Enterprise that it wishes to acquire the Option Site within the two month period referred to in Clause 4.6 above, the Company will have no further right, title or interest in or to the Option Site and Scottish Enterprise will be entitled to deal with the Option Site as it sees fit.
- 4.8 The provisions of Clause 8 of this Agreement shall not apply to the matters contemplated by this Clause 4, to the intent and effect that any decision required to be made by the

Company in respect of such matters shall be taken by the Board. Each of the holders of the A Shares and the B Shares shall be deemed to have given its consent in respect of such matters for the purposes of article 2.7 of the Articles.

5. Procurement of SRF Development and further subscriptions by MillerBoS

5.1 Subject to Clause 5.3, MillerBoS is obliged to procure the development of the SRF Centre by the Company by subscribing for 6,300,000 Preference Shares in cash at par. Such Preference Shares shall be allotted and issued in a series of allotments and issues by reference to the costs of the SRF Development. During the course of the SRF Development, the Company shall be entitled to require MillerBoS to subscribe in cash at par from time to time for Preference Shares having, in aggregate, a nominal value equal to costs incurred in the SRF Development as detailed in stage certificates issued pursuant to the relative building contract in respect of the SRF Development. The maximum number of Preference Shares to be allotted and issued to MillerBoS pursuant to this Clause 5.1 shall be 6,300,000.

5.2 Any of such 6,300,000 Preference Shares referred to in Clause 5.1 which have not been allotted and issued to MillerBoS by the time that the SRF Development has been completed shall be subscribed for by MillerBoS forthwith after the Date of SRF Practical Completion and MillerBoS shall at the same time subscribe for a further 500,000 Preference Shares in cash at par.

5.3 If the costs of the SRF Development exceed £6,300,000, MillerBoS shall gift to the Company the difference between such costs and £6,300,000, to the intent and effect that MillerBoS shall be responsible for all and any cost overruns in relation to the SRF Development.

6. Business of the Company and conduct of the Parties

6.1 The Parties hereby agree and undertake to each other that, subject to the relevant provisions of this Agreement the Business shall be carried on having regard to the principles of sound commercial property investment, management and development and shall be conducted on sound commercial profit-making principles so as to generate the maximum achievable maintainable profits (having regard to the funding and letting markets and economic and commercial circumstances generally and having regard to the requirement to promote economic development in Scotland) and otherwise in accordance with the provisions set out in this Agreement. The Board shall at all times keep under review the potential profitability of the Business.

6.2 Each Shareholder and, separately, the Company (insofar as it may validly do so) hereby respectively agrees with and undertakes to the other Parties as follows:

6.2.1 *to exercise all voting rights and powers of control available to it in relation to the Company so as to give full effect to the terms and conditions of this Agreement including, where appropriate, the carrying into effect of such terms as if they were embodied by the Company's memorandum of association and the Articles;*

6.2.2 *to procure that all third parties directly or indirectly under its control shall refrain from acting in a manner which will prevent the Company from carrying on the Business in a proper and reasonable manner; and*

6.2.3 generally endeavour to promote the Business and the interests of the Company,

provided that none of the obligations contained in this Clause 6 shall require a Shareholder to do, or omit to do, anything whereby it reasonably considers such action or omission would be materially prejudicial to the conduct of its business and affairs and/or the business and affairs of any member of its Group or which it is required to do, or omit to do, by law.

6.3 Each Shareholder and separately the Company (insofar as it may validly do so) hereby respectively agrees with and undertakes to the other Parties as follows:-

6.3.1 having regard always to the provisions of Clause 6.1, up to 25% (by land area) of that part of Alba Campus undeveloped (and not subject to a binding development agreement) from time to time will be available for land sales rather than being developed by the Company; and

6.3.2 having regard always to the provisions of Clause 6.1, sites being developed by the Company shall be made available to prospective occupiers on flexible lease terms (including, without limitation, offering leases of short duration as well as conventional medium to long term leases); and

6.3.3 the Company shall have a rolling programme for the development of the Initial Property. When more than 50% of the previous multi-occupancy building is occupied, the Company will commence the construction of the next phase of speculative development of the Initial Property. The design and obtaining of detailed planning consent for each subsequent speculative building will be commissioned immediately on the commencement of construction of the preceding phase.

6.4 Each of the Parties agrees with the others that:

6.4.1 during the term of this Agreement, all transactions entered into between any of them or any Affiliate of them and the Company shall be conducted in good faith and on the basis set out or referred to in this Agreement and the Articles;

6.4.2 it shall act in good faith towards the other Parties; and

6.4.3 it will do all things necessary or reasonably desirable to give effect to the spirit and intention of this Agreement.

6.5 Each of the Shareholders agrees with the other Shareholder that it will not seek to increase its profit nor reduce its loss at the expense of the other.

7. Conduct of the Company's affairs

7.1 Each Shareholder and, separately, the Company (insofar as it may validly do so) hereby agrees and undertakes to the others that the affairs of the Company shall be managed in accordance with and subject to (i) the Company's memorandum of association; (ii) the Articles; (iii) this Agreement; and (iv) the Companies Acts.

- 7.2 Each Shareholder and, separately, the Company (insofar as it may validly do so) hereby respectively agrees that it shall exercise all voting rights and other powers of control available to it in relation to the Company so as to procure (insofar as it is able by the exercise of such rights and powers) that at all times during the term of this Agreement:
- 7.2.1 the Company shall be a trading company and shall not undertake any trade or business whatsoever through any subsidiary or associated company unless otherwise agreed in writing between the Shareholders;
- 7.2.2 the business of the Company shall consist exclusively of the Business unless otherwise agreed in writing between the Shareholders;
- 7.2.3 the Company shall develop and carry on the Business in a proper and efficient manner and shall transact all its business on arms' length commercial terms;
- 7.2.4 it shall perform and observe and (so far as it is able to do so) procure that the Company performs and observes all the provisions of this Agreement;
- 7.2.5 the Auditors of the Company shall be KPMG or such other firm of chartered accountants as the Shareholders agree in writing should be appointed;
- 7.2.6 the principal bankers of the Company shall be BoS unless the Board shall resolve otherwise;
- 7.2.7 the registered office of the Company shall be at Miller House, 18 South Groathill Avenue, Edinburgh EH4 2LW or such other place as the Shareholders may agree in writing;
- 7.2.8 the Company shall not enter into any material contract or amend or vary the terms of any material contract or waive or fail to enforce any of its rights under any material contract without the prior approval of the Board and for these purposes, any agreement or arrangement between the Company and any Shareholder or any Affiliate of a Shareholder shall be deemed to be material.
- 7.3 It is hereby agreed between the Shareholders that neither of them nor any Director appointed by either of them shall be entitled to take or permit to be taken, any action or decision on behalf of the Company including, without limitation, any action or decision relating to the conduct and affairs of the Company or the Business without any prior approval of the Board or the Shareholders required in terms of this Agreement or the Articles.
- 7.4 Each of the Shareholders undertakes to the other Parties that it shall be represented at all meetings of Shareholders insofar as within its power.
8. Matters requiring consent of Shareholders
- 8.1 Subject to Clause 4.8, each Shareholder and, separately, the Company (except in respect of Clauses 8.1.3, 8.1.4 and 8.1.7 to the extent that they apply in relation to the Company and otherwise in so far as the Company may validly do so) hereby agrees that it shall exercise all voting rights and other powers of control available to it in relation to the Company so

as to procure (insofar as it is able by the exercise of such rights and powers) that the Company shall not without the prior written consent of the Shareholders:

- 8.1.1 sell, transfer, assign, or otherwise dispose of a material part of the undertaking, property and/or assets of the Company (or any interest therein), or contract so to do ("material" for the purposes of this Clause 8.1.1 being assets representing 25% by value of the undertaking of the Company); or
- 8.1.2 carry on any business other than the Business or permit the cessation of all or any part of the Business; or
- 8.1.3 be geared to more than 75%; or
- 8.1.4 alter its memorandum of association or the Articles or its accounting reference date; or
- 8.1.5 issue any unissued shares or create or issue any new shares in the Company or grant options over any of its shares or other securities; or
- 8.1.6 acquire, purchase or subscribe for any shares, debentures, mortgages or securities (or any interest therein) in any company, trust or any body; or
- 8.1.7 hold any meeting of Shareholders or purport to transact any business at any such meeting unless there shall be present duly authorised representatives or proxies for each of the Shareholders; or
- 8.1.8 alter, increase, reduce or redeem the authorised or issued share capital of the Company; or
- 8.1.9 make any political gift or charitable donation; or
- 8.1.10 give any guarantee, indemnity or security in respect of the obligations of any other person; or
- 8.1.11 enter into any partnership or joint venture; or
- 8.1.12 pay any remuneration or expenses to any person (but not without the consent of all the Shareholders to any person who is a director of the Company or an employee of any Shareholder) other than as proper remuneration for work done or services provided or as proper reimbursement for expenses incurred in connection with the Business.
- 8.2 *For the purposes of Clause 8.1, a Shareholder shall be deemed to have given its prior written consent to any matter which is specifically provided for in any Annual Business Plan which has been approved by the Shareholders pursuant to Clause 9.1.3.*
- 8.3 Subject to Clauses 8.4 and 8.5, a resolution or decision of the Shareholders shall not be validly passed or made and shall not be binding on the Company or its members unless one A Shareholder and one B Shareholder votes in favour of it or agrees to it in writing. The Chairman at any meeting of the Shareholders shall not have a second or casting vote in addition to any other vote he may have.

- 8.4 Any requirement of this Agreement and/or the Articles for the agreement or consent or approval of the A Shareholders or any of them (whether as an A Shareholder or as a Shareholder generally) or for a vote to be cast in favour of a resolution by an A Shareholder shall cease and determine if and for so long as the issued A shares for the time being shall be less than 50% of the issued ordinary share capital of the Company.
- 8.5 Any requirement of this Agreement and/or the Articles for the agreement or consent or approval of the B Shareholders or any of them (whether as a B Shareholder or as a Shareholder generally) or for a vote to be cast in favour of a resolution by a B Shareholder shall cease and determine if and for so long as the issued B Shares for the time being shall be less than 50% of the issued ordinary share capital of the Company.
- 8.6 Following a reference to the Shareholders of any of the matters referred to in Clause 8.1, each of the Shareholders shall use its reasonable endeavours to give notice of its decision on the matter in question within 28 days of the date of the notice containing such reference. In the event that the Shareholders, or either of them, fail to give to the Company notice of such decision within such time limit then the decision of the Shareholders, or of the Shareholder who has failed to give to the Company notice of such decision, shall be deemed to be in the negative.
- 8.7 If any Director or the Board shall, on the grounds of commercial necessity, request an urgent response from the Shareholders in respect of any of the matters referred to in Clause 8.1, the Shareholders agree to use all reasonable endeavours to respond to any such request within fourteen business days, provided however that, for the avoidance of doubt, the failure of either Shareholder to respond within such period shall not constitute deemed approval of the matter in question and the provisions of Clause 8.6 shall apply.
9. Management of the Company
- 9.1 Subject to the provisions of this Agreement and the Articles, the Shareholders agree that the Board shall, on behalf of the Shareholders, have responsibility for the strategy, operations and day to day management of the Company and each Shareholder hereby agrees that it shall exercise all voting rights and other powers of control available to it in relation to the Company so as to procure (insofar as it is able by the exercise of such rights and powers) that:
- 9.1.1 Board meetings shall be convened in any appropriate form or forms (including, without limitation, by means of telephone or video conferencing) at regular intervals not exceeding one month and, except in cases of urgency or if otherwise agreed in writing by at least one A Director and one B Director in relation to any particular proposed board meeting, not less than 7 days' notice shall be given of board meetings including a reasonably detailed agenda of the business to be considered thereat. No business not specified in such agenda shall be considered at board meetings unless at least one A Director and one B Director otherwise agree;
- 9.1.2 subject to the express provisions of this Agreement and the Articles, the Board will reserve to itself (as opposed to delegating to any committee of the board or any other person) all matters involving major or unusual decisions for which it has responsibility in terms of this Agreement or the Articles;

- 9.1.3 the Board will prepare in respect of the period from the Completion Date to 31 December 2000 and for each Financial Year an annual business plan (each such plan being referred to in this Agreement as an "Annual Business Plan") which shall include a budget for that period or Financial Year, as the case may be, (including, for the avoidance of doubt, cash flow statements, profit and loss account, balance sheet and capital expenditure proposals), together with the information set out in Clause 11.1 for the Company for approval by the Shareholders such Annual Business Plan to be kept under review, and revised as required from time to time, by the Board;
- 9.1.4 any Director appointed by it shall not wilfully absent himself from meetings of the Board and/or fail to appoint an alternate Director in accordance with the Articles.
- 9.2 Subject to Clauses 9.3 and 9.4 a resolution or decision of the Board shall not be validly passed or made and shall not be binding on the Company or its members unless at least two A Directors and two B Directors vote in favour of it or agree to it in writing. The Chairman at any meeting of the Board shall not have a second or casting vote in addition to any other vote he may have.
- 9.3 Any requirement of this Agreement and/or the Articles for the agreement or consent or approval of an A Director or for a vote to be cast in favour of a resolution by an A Director shall cease and determine if for so long as the issued A Shares for the time being shall be less than 50% of the issued share capital of the Company.
- 9.4 Any requirement of this Agreement and/or the articles for the agreement or consent or approval of a B Director or for a vote to be cast in favour of a resolution by a B director shall cease and determine if and for so long as the issued B shares for the time being shall be less than 50% of the issued share capital of the Company.
- 9.5 Each of the Parties agrees that the Board shall be responsible for:
- 9.5.1 ensuring that the Company complies with all of its statutory responsibilities, duties and obligations including, without prejudice to the generality of the foregoing, effecting all insurance obligations, obtaining all necessary licences, consents, permissions, approvals, certificates, and any other applicable permits, licences or authorities in relation to the Business and further including, without prejudice to the generality of the foregoing, the duties and obligations to keep accounting records of each of the Company and prepare an annual balance sheet and profit and loss account of the Company in terms of the Companies Acts;
- 9.5.2 managing and supervising the day-to-day and overall operation and management of the Business and the Company;
- 9.5.3 formulating a strategy for the development of the Alba Campus and keeping such strategy under review;
- 9.5.4 authorising all expenditure of the Company;
- 9.5.5 maintaining and producing accurate and complete accounting, taxation and other financial records of the Company;

- 9.5.6 maintaining accurate and complete VAT records, stock and asset registers for the Company;
 - 9.5.7 maintaining complete and accurate payroll and other employee records of each employee of the Company;
 - 9.5.8 convening the Board meetings referred to in Clause 9.1.1; and
 - 9.5.9 arranging and maintaining adequate insurance cover in an amount not less than the full cost of reinstatement in relation to the Business against fire and all other risks which are commonly insured against by prudent persons carrying on similar business to the Company.
- 9.6 Whenever the Board has delegated any of its powers or discretions to a committee of the Board pursuant to article 13 of the Articles and any meeting of that committee has not been able to proceed to business due to being inquorate or:
- (i) a matter relating to the affairs of the Company has been considered by a meeting of that committee; and
 - (ii) no resolution has been carried at such meeting of the committee in relation to the matter by reason of lack of unanimity

the Parties shall procure that, so far as it is within their power, the members of the committee report such inability to proceed to business or the failure to carry such resolution to the Board forthwith and that a Board meeting is convened forthwith to consider any such report and its consequences.

- 9.7 The Directors shall not be entitled to any directors' fees or other emoluments by reason of their appointments as Directors.
- 9.8 Without prejudice to their rights to appoint and remove Directors pursuant to the Articles, the Shareholders undertake to each other that they will consult with each other, so far as practical, prior to the exercise of such rights, including, without limitation, with regard to the identity of any proposed appointee.

10. Funding and dividend policy

- 10.1 The Company shall use its best endeavours to procure that its working and, if applicable, development capital requirements to finance the Business are met, insofar as practicable, by borrowings on the most favourable terms reasonably obtainable as to interest, repayment and security, but without allowing any prospective lender any right to participate in the profits of the Company or in the equity share capital of the Company as a condition of any loan.
- 10.2 The amount of dividends payable from time to time to the Shareholders by the Company shall be such sum as may be decided by the Board after prudent consideration with a view to the long term profitability of the Business and having regard, inter alia, to the foreseeable cash requirements of the Company and the borrowing restrictions (if any)

imposed on the Company by parties with whom the Company shall have arranged funding facilities.

11. Shareholder information

11.1 The Company undertakes to each of the Shareholders that during the term of this Agreement it shall deliver to each Shareholder for approval an Annual Business Plan, incorporating the Operating Budget, not less than 60 days prior to the commencement of each Financial Year, together with supporting schedules and (other than in respect of the first Annual Business Plan) a comparison of the information contained in the Annual Business Plan and the Operating Budget with information, projections and forecasts contained in the previous Annual Business Plan (or any replacement or substitution therefor which has been accepted by the Shareholders for the purposes of this Agreement) including an analysis of any material variations. Each Shareholder (acting reasonably and in good faith) shall advise the other Parties as soon as practicable (and in any event within 30 days of its receipt of the Annual Business Plan and the Operating Budget) of its approval or disapproval of the Annual Business Plan and the Operating Budget and, in the case of disapproval, reasonable details of the aspects of the Annual Business Plan and the Operating Budget of which it disapproves. Subject to the rights of the Shareholders under Clause 15, the Parties shall use their reasonable endeavours to agree as soon as possible any aspect of the Annual Business Plan or Operating Budget which has not been approved.

11.2 The Company undertakes to each of the Shareholders that during the term of this Agreement it shall deliver to each Shareholder:

11.2.1 the audited profit and loss account, balance sheet and cash flow statement of the Company for each accounting reference period ending after the date hereof and the annual report as soon as the same are available but in any event not later than 110 days from the end of such accounting reference period;

11.2.2 unaudited monthly management accounts of the Company to be in a format to be agreed with the Shareholders; such accounts shall include, inter alia, a profit and loss account, balance sheet and cash flow statement and a management commentary for the Company, shall refer to any material matter occurring in or relating to the period in question, shall include a comparison of all such information with the projections and forecasts in the relative Annual Business Plan and an explanation of any material variation from the Annual Business Plan, shall have been approved by the Directors and shall be submitted to the Shareholders within 21 days of the end of each month;

11.2.3 in relation to meetings of the Board and meetings of committees of the Board, at least three Business Days before or within three Business Days before the relevant meeting, as applicable, copies of all agenda and papers circulated to members of the Board or the committees (as the case may be) and within three Business Days after the relevant meeting, copies of all minutes of the meeting and resolutions of the Board or the committee to the extent not reflected in such minutes or the in relation to such meetings and resolutions of the Board and any such committees to the extent not reflected in such minutes; and

11.2.4 any other information concerning the business or financial condition of the Company which any Shareholder may reasonably request from time to time.

- 11.3 Subject to Clause 11.5, the Company undertakes to each Shareholder to ensure that all accounts and other financial information submitted to the Shareholders will have been prepared using accounting bases, policies, practices and procedures required by the Auditors in accordance with Generally Accepted Accounting Principles consistently applied (unless the Auditors otherwise require, in which case the Company shall notify such change to the Shareholders).
- 11.4 *If any accounts delivered or to be delivered to the Shareholders hereunder are not to be, or, as the case may be, have not been prepared in accordance with Generally Accepted Accounting Principles and/or with the accounting bases and policies which were applied in the Original Accounts:*
- 11.4.1 the Company shall promptly so advise the Shareholders and provide details of the differences and the reasons therefor, together with, if practicable, the written comments of the Auditors in respect of the relevant matter;
- 11.4.2 on request from either Shareholder, the Company shall provide the Shareholders, within 30 days after such request, with details of all adjustments as need to be made to show the position as it would have been had the accounts in question been prepared in accordance with Generally Accepted Accounting Principles and/or the accounting bases and policies applied in the Original Accounts (as the case may be).
- 11.5 The Company undertakes to each of the Shareholders that during the term of this Agreement, it shall keep the Shareholders fully informed of all circumstances relating to the Company and the Business which it would be reasonable to expect that the Shareholders would wish to know which are known to the Company or which could be ascertained through reasonable inquiry and, without limitation, shall advise the Shareholders in writing forthwith of any circumstances which have arisen or which may arise and which may have a material adverse effect on the Company or the Business.
- 11.6 Each Shareholder which holds at least ten per cent. of the issued Shares of any class shall have a right of access (for itself and its advisers) to the Company's premises and its books and records for the purposes of carrying out an external audit or to comply with its regulatory obligations or to determine whether or not the Company is complying with its obligations under this Agreement and the Articles or any of the Related Agreements from time to time. Such right of access may be exercised immediately if such Shareholder, acting in good faith, has reasonable grounds to believe that the Company is in material breach of its obligations under this Agreement or the Articles or any of the Related Agreements or that the management of the Company or the conduct of the Company's business is being carried on in a way which is materially prejudicial to that Shareholder and otherwise may only be exercised upon not less than three Business Days' notice to the Company and may only be exercised during normal business hours. Any Shareholder exercising such a right will comply and will procure that any of its advisers complies with any reasonable direction given by the Company and will not exercise such a right unreasonably or without due care.
- 11.7 The Company agrees that should any regulatory authority or body wish or require to inspect the Company's books or records, the Company shall provide such authority or body with all necessary access to its premises and books and records as it may require in carrying out its inspection.

- 11.8 SEEL shall be entitled, upon giving reasonable notice to the Company, to the information set out in Part 8 of the Schedule. Such information shall be provided quarterly and within one month of the end of the relevant quarter.
- 11.9 The Parties shall procure that they will use all reasonable endeavours to ensure that any Shareholder obtains from the Company any information to which it is entitled no later than the time provided for in this Agreement or otherwise as soon as practicable after it has been requested.
- 11.10 Subject to the foregoing provisions of this Clause 11, each Shareholder hereby undertakes to the other not to release any information received from the Company pursuant to this Clause 11 to any third party without the consent of the other Shareholder such consent not to be unreasonably withheld or delayed.

12. Employees

- 12.1 Each Shareholder agrees that it will make available to the Company from time to time such of its employees as it agrees with the other Shareholder to make so available on the terms agreed by the Board from time to time.
- 12.2 Without prejudice to the foregoing generality the Shareholders agree that there shall be appointed an "Executive Manager" who shall implement the strategy of the Company as formulated by the Board and be responsible to the Board for the day to day running of the Company. The responsibilities of the Executive Manager are set out in Part 9 of the Schedule.
- 12.3 The Executive Manager shall either be seconded by Miller Developments or SEEL on such terms as the parties shall agree or, if no suitable person can be identified from either Miller Developments or SEEL, such person shall be recruited by the Company in the open market.

13. Restrictions

Neither Shareholder shall be restricted in the manner in which they currently carry on their respective businesses.

14. Allotment, issue and transfer of shares

- 14.1 The allotment, issue and transfer of shares in the capital of the Company shall be regulated in accordance with the provisions set out in the this Agreement and the Shareholders shall be deemed to have agreed in writing to any allotment, issue or transfer of Shares and Preference Shares made in accordance with this Agreement.
- 14.2 Notwithstanding any other provisions in the Articles, no equity securities (as defined in section 94 of the Companies Act 1985) in the Company shall be allotted or issued without the prior written agreement of the Shareholders and provided that any person to whom equity securities are to be allotted or issued first adheres to this Agreement by entering into a deed of adherence in the form (or as substantially as possible in the form) of the document set out in Part 2 of the Schedule.

- 14.3 Subject as herein provided, no Shareholder shall without the prior written consent of the other Shareholder sell, transfer or dispose of any of its Shares or Preference Shares nor pledge, mortgage or otherwise encumber its legal or beneficial interest in such shares (other than pursuant to a general charge or debenture over the assets of the relevant Shareholder, provided that in no circumstances shall any Shareholder be entitled to transfer any Share or Preference Share or any interest in a Share or Preference Share in security to any person), provided that nothing in this Clause shall preclude :
- 14.3.1 any A Shares held by a member of the SEEL Group being transferred to another member of the SEEL Group provided further that:
- (i) prior to such transfer, the proposed transferee adheres to this Agreement by entering into a deed of adherence in the form (or as substantially as possible in the form) of the document set out in Part 3 of the Schedule;
 - (ii) it shall be a condition precedent to the registration of any such transfer of A Shares that any Preference Shares held by the transferor are also transferred to the transferee; and
 - (iii) if such transferee at any time ceases to be a member of the SEEL Group, it shall forthwith transfer all of the A Shares and Preference Shares in the Company which it holds at that time to SEEL or another member of the SEEL Group.
- 14.3.2 any B Shares held by a member of the MillerBoS Group being transferred to another member of the MillerBoS Group provided further that:
- (i) prior to such transfer, the proposed transferee adheres to this Agreement by entering into a deed of adherence in the form (or as substantially as possible in the form) of the document set out in Part 3 of the Schedule;
 - (ii) it shall be a condition precedent to the registration of any such transfer of B Shares that any Preference Shares held by the transferor are also transferred to the transferee;
 - (iii) if such transferee at any time ceases to be a member of the MillerBoS Group, it shall forthwith transfer all of the B Shares and Preference Shares in the Company which it holds at that time to MillerBoS or another member of the MillerBoS Group; and
- 14.3.3 any transfer in respect of which the Shareholders have given their prior written consent (subject to such conditions as they may reasonably require) and where prior to such transfer, the proposed transferee adheres to this Agreement by entering into a deed of adherence in the form (or as substantially as possible in the form) of the document set out in Part 3 of the Schedule; or
- 14.3.4 any transfer pursuant to the provisions of Clauses 15, 17 and 18.
- 14.4 Each of the Parties agrees that, for the purposes of the Articles, it shall be deemed to have waived any rights of pre-emption it may have in respect of any allotment, issue or transfer

made or to be made which complies fully with the provisions of this Agreement and shall be deemed to have agreed in writing to any such transfer.

14.5 The Company shall not allot or issue shares to any person who is not already a member of the Company unless such allotment or issue is permitted under this Agreement and the Articles and unless and until a deed of adherence in the form (or as substantially as possible in the form) of the document set out in Part 2 of the Schedule has been executed by the proposed allottee or proposed member.

14.6 The Company shall not register a transfer of shares unless such transfer is permitted under this Agreement and the Articles and unless and until a deed of adherence in the form (or as substantially in the form) of the document set out in Part 3 of the Schedule has been executed by the proposed transferee, but otherwise the Shareholders shall procure that such transfer is registered.

14.7 Any transferor of Shares pursuant to this Agreement shall be obliged to transfer such Shares and/or Preference Shares free from all liens, charges, encumbrances and any adverse interest or claims of any person and with all rights attached thereto at the date of such sale (and, where appropriate, such rights as shall have been taken into account in agreeing or determining the sale price of such Shares and/or Preference Shares) and such transferor shall timeously deliver the relevant share certificate (or appropriate letter of indemnity) and duly signed stock transfer form in favour of the purchaser.

15. Deadlock

15.1 This Clause 15 shall apply where:-

15.1.1 (a) a matter relating to the business or affairs of the Company (including, without limitation, the Business) has been considered by the Board at two separate meetings of the Board; and

(b) no resolution has been carried at either of such meetings in relation to such matter by reason of any vote being cast against any proposal for dealing with same; and

(c) such matter is not resolved within five Business Days from the date of the second of such meetings of the Board as a result of any intervention by the Shareholders; or

15.1.2 there has been a change in circumstances of the Company or one or more disagreements between the Shareholders on a matter or matters which either of them consider to be of major significance and, in either such case, it has become apparent to either of the Shareholders or likely in such Shareholder's opinion that the Shareholders will no longer be able to co-operate in relation to the business of the Company in the manner and spirit contemplated by this Agreement.

Any such situation being hereinafter referred to as a "Deadlock".

15.2 If at any time either of the Shareholders believes that a Deadlock exists, it shall so inform the other Shareholder by notice in writing (a "Deadlock Notice") and the Shareholders, acting in good faith, shall endeavour to resolve such Deadlock within the period of 30 days

following the date of receipt (or deemed receipt) of such Deadlock Notice by such other Shareholder. If at the end of such period of 30 days (or such other period as the Shareholders may agree in writing) the Deadlock has not been resolved, either Shareholder (the "serving Shareholder") may, by notice in writing (a "Deadlock Resolution Notice") served on the other Shareholder (the "receiving Shareholder") at any time thereafter (but in any event within 60 days of the date on which the Deadlock Notice was received or deemed to have been received) offer either:-

15.2.1 to sell to the receiving Shareholder all (but not some only) of the Shares and Preference Shares held by the serving Shareholder; or

15.2.2 to purchase all (but not some only) of the Shares and Preference Shares held by the receiving Shareholder,

in either such case at a price per Share and Preference Share specified by the serving Shareholder in the Deadlock Resolution Notice (the "Specified Prices"). Once given, a Deadlock Resolution Notice cannot be withdrawn except with the written consent of the receiving Shareholder.

15.3 Within 90 days of service of a Deadlock Resolution Notice, the receiving Shareholder shall, by notice in writing (a "Counter Notice") served on the serving Shareholder, be entitled either:-

15.3.1 to accept the offer contained in the Deadlock Resolution Notice; or

15.3.2 (a) if the offer contained in the Deadlock Resolution Notice was an offer to sell the serving Shareholder's Shares and Preference Shares to the receiving Shareholder, to elect to sell to the serving Shareholder all (but not some only) of the Shares and Preference Shares held by the receiving Shareholder; or

(b) if the offer contained in the Deadlock Resolution Notice was an offer by the serving Shareholder to purchase the receiving Shareholder's Shares and Preference Shares, to elect to purchase all (but not some only) of the Shares and Preference Shares held by the serving Shareholder,

in either such case at a price per Share and Preference Share equal to the Specified Prices. Once given, a Counter Notice cannot be withdrawn except with the written consent of the serving Shareholder. If no Counter Notice is given by the receiving Shareholder to the serving Shareholder within such period of 90 days, the receiving Shareholder shall be deemed to have accepted the offer contained in the Deadlock Resolution Notice.

15.4 Upon deemed acceptance of the offer contained in the Deadlock Resolution Notice or upon service of a Counter Notice (as appropriate), the Shareholder which shall be required to sell its Shares and Preference Shares to the other Shareholder pursuant to such deemed acceptance or such Counter Notice (as appropriate) (the "selling Shareholder") shall become bound to sell, and the other Shareholder (the "purchasing Shareholder") shall become bound to purchase, all of the selling Shareholder's Shares and Preference Shares at the Specified Prices. Such sale and purchase shall be completed not later than five business days after (and excluding) the date on which either (i) the offer contained in the Deadlock Resolution Notice was deemed to be accepted by the receiving Shareholder or

(ii) the Counter Notice was received or deemed to be received by the serving Shareholder (or within such other period as the Shareholders shall agree in writing).

- 15.5 Payment of the total Specified Prices payable by the purchasing Shareholder for all of the selling Shareholder's Shares and Preference Shares shall be made in the form of a banker's draft (or at the discretion of the selling Shareholder by transferring the total Specified Prices to the selling Shareholder's bank account) at completion of the sale and purchase and, against such payment, the selling Shareholder shall deliver to the purchasing Shareholder:-
- 15.5.1 a duly executed form of transfer in respect of all of its Shares and Preference Shares in favour of the purchasing Shareholder or such other person as the purchasing Shareholder may direct together with the relative share certificate(s); and
- 15.5.2 the resignations of all the Directors appointed or deemed to have been appointed by the selling Shareholder pursuant to this Agreement and the Articles and of the secretary of the Company (if the latter is an employee of or nominated by the selling Shareholder), in each case with effect from or before the time of completion of the sale and purchase and confirming in each such case that the person resigning has no claims against the Company arising from such resignation.
- 15.6 If the selling Shareholder shall fail to deliver to the purchasing Shareholder a duly executed transfer of its Shares and Preference Shares against the tender of the total Specified Prices, the Company may receive the total Specified Prices and the Company may appoint some person to execute the transfer of such Shares and Preference Shares on behalf of the selling Shareholder in favour of the purchasing Shareholder or such other person as the purchasing Shareholder may direct and shall cause the name of the purchasing Shareholder or such other person as the purchasing Shareholder may direct to be entered in the register of members of the Company as the holder of such Shares and Preference Shares and the Company shall hold the total Specified Prices on trust for the selling Shareholder. Each Shareholder hereby grants an irrevocable power of attorney to the Company to appoint such person with power to execute such transfer on behalf of the relevant Shareholder. The receipt of the Company for the total Specified Prices shall be a good discharge to the purchasing Shareholder and the validity of the proceedings shall not thereafter be questioned by any person. The selling Shareholder shall in such case be bound to deliver up its certificate(s) for the said Shares and/or Preference Shares and on such delivery shall be entitled to receive the total Specified Prices without interest.
- 15.7 If the purchasing Shareholder shall fail to effect payment of the total Specified Prices (or any part thereof) on the due date then, without prejudice to any other remedy which the selling Shareholder may have, the total Specified Prices (or, if less, the outstanding balance of the total Specified Prices) shall carry interest at a rate equal to 4% above the base rate of BoS from time to time until payment in full.
- 15.8 In no circumstances shall either Shareholder create an "Artificial Deadlock" and then exercise its rights under this Clause 15. For this purpose, an "Artificial Deadlock" shall be a deadlock caused by either Shareholder (or any of the Directors appointed or deemed to have been appointed by such Shareholder) refusing to approve, or voting against, an issue or proposal in any case where the approval or passage of the same is required to enable the Company to carry out the Business properly and efficiently in accordance with this Agreement or the Annual Business Plan for a particular Financial Year as revised by the Board (except where such refusal or voting against is given or carried out in good faith and

provided that neither Shareholder nor the Directors appointed or deemed to have been appointed by such Shareholder shall be required to approve or pass an issue or proposal if to do so would be prejudicial to the conduct of such Shareholder's own business or affairs and/or the business or affairs of any member of its Group.

- 15.9 The Shareholders agree that neither shall serve a Deadlock Notice on the other during the period of three calendar years from the last date of execution hereof.

16. Events of Default

- 16.1 For the purposes of this Clause 16, an "event of default" shall be deemed to have occurred if:-

- 16.1.1 a Shareholder or an Affiliate of a Shareholder commits a material breach of its material obligations under this Agreement or the Articles or any Related Agreement and, where such breach is capable of remedy, such breach is not remedied within twenty eight days of such Shareholder or such Affiliate being specifically required in writing so to do by the other Shareholder or the Company; or

- 16.1.2 any encumbrancer takes possession of, or an administrator, an administrative receiver, a receiver, a trustee, a liquidator or other similar official is appointed over the whole or any material part of any Shareholder's undertaking, property or assets or any of its holding companies from time to time; or

- 16.1.3 there is a presentation of a petition (other than a frivolous or vexatious petition which is being disputed in good faith) or the passing of an effective resolution for any Shareholder's winding up, otherwise than for the purpose of reconstruction or amalgamation without insolvency which has previously has been approved by the other Shareholder such approval not to be unreasonably withheld or delayed); or

- 16.1.4 in relation to any member of the MillerBoS Group which is a Shareholder only, if Miller and BoS cease to be between them the legal and beneficial owners of the whole issued share capital of MillerBoS for the time being.

- 16.2 If an event of default is deemed to have occurred in respect of a Shareholder then, for the purposes of this Clause 16, that Shareholder shall be referred to as the "defaulting Shareholder" and the other Shareholder shall be referred to as the "non-defaulting Shareholder".

17. Consequences of termination

- 17.1 Where an event of default has occurred in respect of a Shareholder then the non-defaulting Shareholder may, whilst such event of default continues to subsist, by notice in writing (an "Option Notice") to the defaulting Shareholder give notice of its intention to exercise an option (which each Shareholder hereby grants to the other) enabling the non-defaulting Shareholder to choose to require the defaulting Shareholder either:-

- 17.1.1 to sell to the non-defaulting Shareholder all (but not some only) of the Shares held by the defaulting Shareholder at the price per Share determined pursuant to Clause 17.9 (the "Option Price") (in which event, and notwithstanding any other provision of this

Agreement, the non-defaulting Shareholder shall become bound to purchase or procure the redemption of the Preference Shares then held by the defaulting Shareholder);

- 17.1.2 to purchase all (but not some only) of the Shares held by the non-defaulting Shareholder at the price per Share determined pursuant to Clause 17.9 (the "Option Price") (in which event the provisions of Clause 18 shall apply in respect of the Preference Shares then held by the non-defaulting Shareholder) or

Alternatively, the non-defaulting Shareholder may, whilst an event of default continues to subsist, by notice in writing (a "Liquidation Notice") to the defaulting Shareholder require that the Company be wound up voluntarily.

- 17.2 If the non-defaulting Shareholder serves an Option Notice (which must specify which of the options granted under Clause 17.1 the non-defaulting Shareholder has elected to exercise), the conclusion of the sale and purchase of the relevant Shares shall take place not later than five business days after (and excluding) the date on which such notice was received, or deemed to have been received, by the defaulting Shareholder or, if later, the date on which the price per Share is determined pursuant to Clause 17.9 (or within such other period as the Shareholders shall agree in writing).

- 17.3 Payment of the total Option Price payable by the Shareholder purchasing the Shares of the other Shareholder pursuant to the option exercised by the non-defaulting Shareholder in the Option Notice (the "purchasing Shareholder") for all of the Shares of the other Shareholder (the "selling Shareholder") shall be made in the form of a banker's draft (or at the option of the selling Shareholders by transferring the total Option Price to the selling Shareholder's bank account) at completion of the sale and purchase and, against such payment, the selling Shareholder shall deliver to the purchasing Shareholder:-

- 17.3.1 a duly executed form of transfer in respect of its Shares in favour of the purchasing Shareholder or such other person as the purchasing Shareholder may direct together with the relative share certificate(s); and

- 17.3.2 the resignations of all the Directors appointed or deemed to have been appointed by the selling Shareholder pursuant to this Agreement and the Articles and of the secretary of the Company (if the latter is an employee of or nominated by the selling Shareholder) in each case with effect from or before the time of completion of the sale and purchase of the relevant Shares, confirming in each such case that the person resigning has no claims against the Company arising from such resignation.

- 17.4 The Parties shall procure the registration (subject to due stamping thereof by the purchasing Shareholder) of the Shares transferred pursuant to this Clause 17 and each Shareholder hereby consents to, and waives any and all rights of pre-emption exercisable in connection with, such transfer and registration pursuant to this Agreement and the Articles.

- 17.5 If the selling Shareholder shall fail to deliver to the purchasing Shareholder a duly executed transfer of its Shares against tender of the total Option Price, the Company may receive the total Option Price and the Company may appoint some person to execute the transfer of such Shares on behalf of the selling Shareholder in favour of the purchasing Shareholder or such other person as the purchasing Shareholder may direct and shall cause the name of the purchasing Shareholder or such other person to be entered in the register

of members of the Company as the holder of such Shares, and the Company shall hold the total Option Price on trust for the selling Shareholder. Each Shareholder hereby grants an irrevocable power of attorney to the Company to appoint such person with power to execute such transfer on behalf of the relevant Shareholder. The receipt of the Company for the total Option Price shall be a good discharge to the purchasing Shareholder and the validity of the proceedings shall not thereafter be questioned by any person. The selling Shareholder shall in such case be bound to deliver up its certificate(s) for the relevant Shares and on such delivery shall be entitled to receive the total Option Price without interest.

- 17.6 If the purchasing Shareholder shall fail to effect payment of the total Option Price (or any part thereof) on the due date then, without prejudice to any other remedy which the selling Shareholder may have, the total Option Price (or, if less, the outstanding balance of the total Option Price) shall carry interest at a rate equal to 4% above the base rate of BoS for the time being until payment in full.
- 17.7 If the non-defaulting Shareholder serves a Liquidation Notice on the defaulting Shareholder then the defaulting Shareholder shall vote in favour of a resolution for the liquidation of the Company and the appointment of a liquidator to the intent that the assets of the Company shall be realised and such proceeds thereof as shall remain after the discharge of all liabilities of the Company shall be distributed to the Shareholders pro rata according to their respective holdings of Shares and the Shareholders shall each take such action as is necessary to procure that the Company is wound up.
- 17.8 An Option Notice or a Liquidation Notice given by a Shareholder pursuant to this Clause 17 shall be without prejudice to any other remedies available to either Shareholder whether under this Agreement or otherwise.
- 17.9 The provisions of this Clause 17.9 shall apply for the purposes of determining the Option Price pursuant to Clause 17.1:-
- 17.9.1 The price per Share shall be that price which is agreed between the Shareholders or, failing agreement, determined by the Accountants. For this purpose, the "Accountants" shall be an international independent accountancy firm operating in Scotland which is not employed by any of the Parties as auditors or consultants and which is mutually acceptable to the Shareholders or, in the absence of such agreement, such firm as the President of the Institute of Chartered Accountants of Scotland shall nominate on the application of either Shareholder.
- 17.9.2 The Accountants' costs shall be borne by the Company and the Shareholders shall use their reasonable endeavours to procure that the Accountants are instructed to conduct such determination in a diligent and expeditious manner.
- 17.9.3 The Accountants shall in determining the sum considered by them to be the Fair Value of the Shares to be sold at any time as at the date (the "Valuation Date") of the Option Notice determine the sum which a willing buyer would offer to a willing seller in an arms' length transaction for the entire issued share capital of the Company and shall have regard to the provisions of Clause 17.10 and 17.12, the provisions of this Agreement in respect of the consequences of termination (including, without limitation, the provisions of Clause 18) and the rights and obligations of the Parties under this Agreement; and

- 17.9.4 determine the amount of the resultant figure which would be allocated to the Shares to be sold pursuant to the Option Notice;

so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of shareholding the Shares to be sold represent or in relation to the transferability of such Shares.

- 17.10 The Accountants shall in determining the sum considered by them to be the Fair Value of the Shares to be sold at any time have regard to the value of the property which the Company owns and/or has contracted to acquire (the "Valuation Property"). The value of the Valuation Property shall be as agreed by the Shareholders or, failing agreement, the Open Market Value as determined in accordance with Part 10 of the Schedule.

- 17.11 The Accountants (and the Independent Valuer, if relevant) shall act at the cost of the Company as experts and not as arbiters and their determination of the Fair Value (save in the case of manifest error) shall be final and binding on the holders of the Shares to be sold for all purposes. Prior to such determination, the Shareholders shall be able to make representations to the Accountants as to the Fair Value. Following such determination, the Accountants shall deliver to the Company a certificate (the "Valuation Certificate") setting out their determination of the Fair Value.

18. Transfer or Redemption of Preference Shares on Default

- 18.1 Subject always to Clause 18.1.1, if either Shareholder (the "acquiring Shareholder") becomes bound to acquire the Shares (the "Relevant Shares") held by the other Shareholder (the "departing Shareholder") in accordance with Clause 17, the acquiring Shareholder shall, in its sole option, either:-

- 18.1.1 become bound to purchase, and the departing Shareholder shall become bound to sell, the Preference Shares then held by the departing Shareholder (the "Relevant Preference Shares"). The purchase price of the Relevant Preference Shares shall be the nominal value thereof unless the sum which the Accountants determine as the sum which a willing buyer would offer to a willing seller in an arms' length transaction for the entire issued share capital of the Company pursuant to Clause 17.9.3 (the "Valuation Amount") is less than the nominal value of the whole of the issued Preference Shares in the capital of the Company, in which case the purchase price for each Relevant Preference Share shall be the amount calculated by dividing the Valuation Amount by the number of issued Preference Shares provided that, for these purposes, the Preference Shares to be issued to SEEL pursuant to Clause 4.3 shall be deemed to have been issued whether or not they have actually been issued and if the Relevant Preference Shares are held by SEEL, the purchase price for such Relevant Preference Shares shall be increased by an amount equal to the purchase price (as determined pursuant to this Clause 18.1.1) which would have been payable in respect of any such Preference Shares which are so deemed to have been issued. Completion of the sale and purchase of the Relevant Preference Shares shall take place at the same time as completion of the sale and purchase of the Relevant Shares in accordance with the relevant provisions of this Agreement at which time the purchase price of the Relevant Preference Shares as aforesaid shall be payable in full in cleared funds and the departing Shareholder shall be bound to execute and deliver a transfer of the Relevant Preference Shares on receipt of the appropriate consideration and, if the departing Shareholder shall fail so to do, the Directors may appoint any person to execute and deliver a transfer on behalf of the departing Shareholder, which transfer shall then,

notwithstanding any other provision of this Agreement, be approved by the Directors for registration; or

- 18.1.2 procure (if permitted by the Companies Acts) the redemption of the Relevant Preference Shares at an amount equal to the amount which would otherwise be payable as the purchase price therefor pursuant to Clause 18.1.1. Such redemption of Preference Shares shall take place at the same time as completion of the sale and purchase of the Relevant Shares in accordance with the relevant provisions of this Agreement when such amount and the interest accrued thereon shall be payable in full in cleared funds,

19. Winding up of the Company

- 19.1 If any regulatory authority or body having competent jurisdiction requires this Agreement to be terminated, the Shareholders shall (unless they agree in writing to the contrary) procure that their appointees on the Board shall at the earliest practicable date:

- 19.1.1 convene a Board meeting and make or concur in the making of a statutory declaration in the terms mentioned in section 89 of the Insolvency Act 1986 (if the state of the Company's affairs admits the making of such a declaration); and

- 19.1.2 subsequently convene an extraordinary general meeting of the Company to consider:

- (i) the passing of a special or extraordinary resolution to place the Company in members' voluntary liquidation (if such declaration as mentioned in Clause 19.1.1 has been made) or (in any other case) in creditors' voluntary liquidation; such meeting or meetings to be held as soon as practicable and in any event within 4 weeks of the Board meeting held in pursuance of Clause 19.1.1; and
- (ii) where the state of the Company's affairs does not admit the making of such a declaration as is mentioned in Clause 19.1.1, convene a meeting of the Company's creditors in accordance with section 98 of the Insolvency Act 1986.

- 19.2 At the extraordinary general meeting referred to in Clause 19.1.2(i) the Shareholders shall vote in favour of the special or extraordinary (as the case may be) resolution for winding up the Company.

20. No partnership

None of the provisions of this Agreement shall be deemed to constitute a partnership amongst the Parties (or any of them) and no Shareholder shall have any authority to bind the other Shareholders in any way.

21. Costs

Each Shareholder shall be liable for its own costs and expenses incurred in connection with this Agreement and all matters referred to therein.

22. Non-disclosure of information

No Shareholder shall divulge or communicate to any person (except as required by law or regulation) or use or exploit for any purpose whatsoever any of the trade secrets or confidential knowledge or information or any financial or trading information relating to the other Shareholder and/or the Company which the relevant Shareholder may receive or obtain as a result of entering into this Agreement. This restriction shall continue to apply after the expiration or sooner termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Shareholder so restricted.

23. Announcements

23.1 Except as may be required by law or the London Stock Exchange or any other regulatory authority, neither Shareholder shall make or cause to be made any announcement or public statement or issue or cause to be issued any press statement with regard to this Agreement or matters provided for contemplated in or pursuant to this Agreement without the prior written consent of the other Shareholder such consent not to be unreasonably withheld or delayed.

23.2 Where a Shareholder is required by law or the London Stock Exchange or any other regulatory authority to make or cause to be made any announcement or public statement or issue or cause to be issued any press statement with regard to this Agreement or matters provided for contemplated in or pursuant to this Agreement, then that Shareholder shall, so far as practicable, first consult with the other Parties in good faith with regard to the form and content of such announcement or statement and shall limit the information disclosed about such matters in such announcement or statement to that which is strictly necessary to comply with the relevant law or regulation.

24. Assignment

A Shareholder shall assign all (but not some only) of its rights, benefits and obligations under this Agreement to a transferee of all its Shares where the transfer thereof is effected in accordance with the provisions of this Agreement and the Articles, but subject thereto no Shareholder nor the Company shall be entitled to assign its respective rights or benefits under this Agreement or the Related Agreements without the prior written consent of the other Parties.

25. Waiver, forbearance and variation

25.1 The rights of the Parties shall not be prejudiced or restricted by any indulgence or forbearance extended to any other Party and no waiver by any Party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

25.2 Any variation or cancellation or any provision of this Agreement shall only be effective if expressly agreed in writing by each of the Parties.

26. Invalidity

If any of the provisions of this Agreement or any of the Related Agreements become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where, however, the provisions of such applicable law may be waived, they are hereby waived by the Parties hereto to the fullest extent permitted by law to the end that this Agreement and/or the Related Agreements shall be deemed to be valid and binding agreements enforceable in accordance with their terms. In the event that any provision of this Agreement or any of the Related Agreements becomes invalid, illegal or unenforceable, the Shareholders agree to substitute for such invalid, illegal or unenforceable provision a new provision which serves the purpose of the invalid, illegal or unenforceable provision to the fullest possible extent and shall otherwise agree to the amendment or variation of this Agreement or such Related Agreement to restore the balance of the relative Parties' respective interests therein.

27. Notices

- 27.1 Any notice, communication or demand to be served under or in connection with this Agreement shall be sufficiently served if it is delivered by personal service or sent by recorded delivery letter addressed:
- 27.1.1 in the case of SEEL, to Apex House, 99 Haymarket Terrace, Edinburgh EH12 5HD, marked for the urgent attention of the company secretary or to such other address in Great Britain as SEEL may notify in writing to the other Parties from time to time;
- 27.1.2 in the case of MillerBoS, to Miller House, 18 South Groathill Avenue, Edinburgh EH4 2LW, marked for the urgent attention of the legal director of Miller Developments, or to such other address in Great Britain as MillerBoS may notify in writing to the other Parties from time to time;
- 27.1.3 in the case of the Company, to the address of its registered office from time to time;
- 27.1.4 in the case of any assignee or transferee of any Shareholder or any subsequent allottee of Shares, to the address set out in the deed of adherence to this Agreement entered into by such person pursuant to Clause 14.5 or 14.6 as the case may be, or to such other address in Great Britain as that person may notify in writing to the other Parties from time to time
- 27.2 Any such notice, communication or demand posted as aforesaid shall be deemed to have been received two days after the time it was posted. In proving service, it should be sufficient to prove that the envelope containing such notice, communication or demand was properly addressed and stamped and put in the post.

28. Entire agreement

- 28.1 Each of the parties confirms that this Agreement sets out the entire agreement and understanding among the Parties in relation to the subject matter of this Agreement and that it has not entered into this Agreement in reliance upon any representation, warranty or undertaking of any other Party which is not set out or referred to in this Agreement.

28.2 Without prejudice to the generality of Clause 28.1, each of the Parties confirms that this Agreement supersedes all previous proposals, agreements and other communications whether written, oral or otherwise, in relation to the subject matter of this Agreement.

29. Terms of this Agreement to prevail

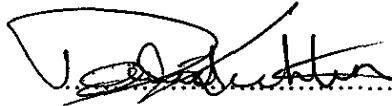
In the event of any ambiguity or conflict arising between the terms of this Agreement and the Articles, the terms of this Agreement shall prevail as among the Parties.


30. Proper law

The construction, validity and performance of this Agreement shall be governed by the laws of Scotland and the Parties agree to submit to the jurisdiction of the Scottish courts.

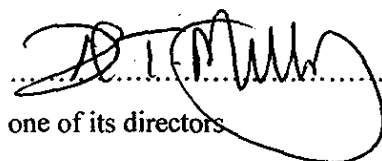
IN WITNESS WHEREOF, these presents consisting of this and the preceding 28 pages and the Schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of SCOTTISH ENTERPRISE EDINBURGH AND LOTHIAN at Edinburgh on the twenty-fourth day of October 2000 by:-

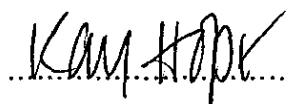
.....Director

.....Director/Secretary

SUBSCRIBED for and on behalf of MILLERBOS LIMITED at Edinburgh on the twenty-fourth day of October 2000 by:-


.....
one of its directors

in the presence of the following witness:

..... Witness signature

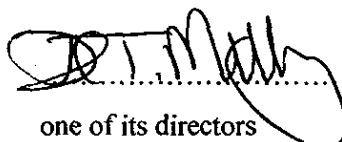
KAY HOPE..... Witness name

21 ROLLAND ST..... Witness address

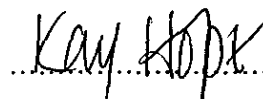
DUNFERMLINE.....

KY12 7ED.....

SUBSCRIBED for and on behalf of ALBA CAMPUS LIMITED at Edinburgh on the twenty-fourth day of October 2000 by:-


.....
one of its directors

in the presence of the following witness:

..... Witness signature

KAY HOPE..... Witness name

21 ROLLAND ST..... Witness address

DUNFERMLINE.....

KY12 7ED.....

THIS IS THE SCHEDULE REFERRED TO IN THE AGREEMENT AMONG SCOTTISH ENTERPRISE EDINBURGH AND LOTHIAN LIMITED, MILLERBOS LIMITED, AND ALBA CAMPUS LIMITED DATED 24 OCTOBER 2000

Part 1

Description of the Business

The development and marketing by the Company of Alba Campus as a world leading centre for the electronics and design industries.

The Company will ensure the marketing of the multi-occupancy building already under construction and will take forward as a priority the development of the SRF Centre.

The Company will also design, develop and lease speculative and bespoke office developments on the remainder of the Alba Campus and/or such other sites as may be targeted for development by the Company, such developments to be of a quality, flexibility and scale commensurate with that already in existence at Alba Campus.

The Company will be responsible for management of all the land shown on the Management Plan, including, without limitation, procuring security services, hard and soft landscaping services, the maintenance of common and public areas, the provision of common services and facilities.

Part 2**DEED OF ADHERENCE**

among

- (1) [] (the "New Shareholder");
- (2) THE PERSONS listed in the Schedule to this Deed of Adherence (the "Shareholders");
- (3) ALBA CAMPUS LIMITED, incorporated under the Companies Acts with registered number 207809 and having its registered office at ● (the "Company").

WHEREAS

- (1) The Shareholders and the Company are parties to an agreement relating to the Company dated [] (the "Joint Venture Agreement").
- (2) The Shareholders are the only holders of A Shares and B shares in the capital of the Company and such shares comprise the entire issued equity share capital of the Company.
- (3) Agreement has been reached between the New Shareholder the existing shareholders and the Company for the New Shareholder to subscribe for [] [A/B] Shares in the capital of the Company.
- (4) In terms of the Joint Venture Agreement, the parties hereto require prior to such subscription to enter into an agreement containing the New Shareholder's agreement to be bound by the terms of the Joint Venture Agreement as set out in this Deed.
- (5) The parties hereto wish formally to document the terms and conditions of such agreement.

NOW THEREFORE IT IS AGREED:**1. Interpretation**

In this Agreement (including the Recitals), "A Shares" and "B Shares" shall have the same meanings as are ascribed thereto in the Company's articles of association.

2. Documentation

The New Shareholder hereby acknowledges and confirms that it has been supplied with a copy of the Joint Venture Agreement, the documents defined in the Joint Venture Agreement as the "Related Agreements" and the memorandum and articles of association of the Company.

3. Performance

The New Shareholder hereby undertakes to and agrees with each of the other parties hereto to observe and perform and be bound by all the undertakings, obligations and terms of the Joint Venture Agreement in all and every respect applicable to the New Shareholder to the intent and effect that the New Shareholder shall, with effect from the date of execution hereof, become a party to the Joint Venture Agreement and subject to its undertaking be entitled to the benefit of the obligations of the Company and existing shareholders set out in the Joint Venture Agreement. If this Deed is executed by the parties on different dates, its date of execution shall be deemed to be the date first above written.

4. Non-supersession

Save insofar as it is varied hereby, the Joint Venture Agreement shall remain in full force and effect.

5. Governing law

This Agreement shall be governed by Scots law.

IN WITNESS WHEREOF

Schedule

The Shareholder(s)

<u>Name</u>	<u>Address</u>	<u>Shareholding</u>
-------------	----------------	---------------------

[Details of shareholder(s) in the Company.]

[To be signed by the New Shareholder, each Shareholder and the Company.]

Part 3**DEED OF ADHERENCE**

among

- (1) [] (the "Transferor");
- (2) [] (the "Transferee"); and
- (3) ALBA CAMPUS LIMITED, incorporated under the Companies Acts with registered number 207809 and having its registered office at ● (the "Company").

WHEREAS

- (1) The Transferor, the Shareholders and the Company are parties to an agreement relating to the Company dated ● (the "Joint Venture Agreement").
- (2) The Transferor and the Shareholders are the only holders of A Shares and B shares in the capital of the Company and such shares comprise the entire issued equity share capital of the Company.
- (3) Agreement has been reached between the Transferor and the Transferee for the transfer of [] [A/B] Shares in the capital of the Company held by the Transferor to the Transferee.
- (4) In terms of the Joint Venture Agreement, the parties hereto require prior to such transfer to enter into an agreement containing the Transferee's agreement to be bound by the terms of the Joint Venture Agreement as set out in this Deed.
- (5) The parties hereto wish formally to document the terms and conditions of such agreement.

NOW THEREFORE IT IS AGREED:

1. Interpretation

In this Agreement (including the Recitals), "A Shares" and "B Shares" shall have the same meanings as are ascribed thereto in the Company's articles of association.

2. Documentation

The Transferee hereby acknowledges and confirms that it has been supplied with a copy of each of the Joint Venture Agreement, the documents defined in the Joint Venture Agreement as the "Related Agreements" and the memorandum and articles of association of the Company.

3. Performance

The Transferee hereby undertakes to and agrees with each of the other parties hereto to observe and perform and be bound by all the undertakings, obligations and terms of the Joint Venture Agreement in all and every respect applicable to the Transferor which have not or may have not been performed in full as at the date of execution hereof to the intent and effect that the Transferee shall, with effect from the date of execution hereof, become a party to the Joint Venture Agreement in substitution for and to the entire exclusion of the Transferor. If this Deed is executed by the parties on different dates, its date of execution shall be deemed to be the date first above written.

4. Indemnity

4.1. The Transferee hereby undertakes to indemnify and keep the Transferor fully and effectually indemnified against all claims, demands, liabilities, damages, losses, costs and expenses which the Transferor may suffer or incur under the Joint Venture Agreement in respect of, relating to, or in consequence of, any acts or omissions by the Transferee occurring after the date of execution of this Deed.

4.2. The Transferor hereby undertakes to indemnify and keep the Transferee fully and effectually indemnified against all claims, demands, liabilities, damages, losses, costs and expenses which the Transferee may suffer or incur under the Joint Venture Agreement in respect of, relating to, or in consequence of, any acts or omissions by the Transferor which may have occurred on or prior to the date of execution of this Deed.

5. Discharge

The Company in respect of any interest which it may have pursuant to the Joint Venture Agreement, hereby confirms that the Transferor has discharged all of its outstanding liabilities to it and releases and discharges the Transferor and undertakes and agrees to keep the Transferor fully and effectually released and discharged from all claims, obligations, liabilities and demands whatsoever irrespective of howsoever and whensoever arising which the Company may have in respect of the Joint Venture Agreement. The Company further undertakes and agrees to execute all such other documents and do all such other acts and things at the expense of the Transferor as the Transferor may reasonably require or which may reasonably be necessary with regard to third parties in order to secure and fully effect the release and discharge of the Transferor's obligations and liabilities from, relating to or in connection with the Joint Venture Agreement.

6. Non-supersession

Save insofar as it is varied hereby, the Joint Venture Agreement shall remain in full force and effect.

7. Governing law

This Agreement shall be governed by Scots law.

IN WITNESS WHEREOF

Schedule 1The Shareholder[s]

<u>Name</u>	<u>Address</u>	<u>Shareholding</u>
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[Details of any shareholder in the Company other than the Transferor to be inserted.]

[To be signed by the Transferor, the Transferee, each Shareholder and the Company.]

Part 4**UNDERTAKING AND GUARANTEE**

by

SCOTTISH ENTERPRISE, established by the Enterprise and New Towns (Scotland) Act 1990 and having its principal place of business at 120 Bothwell Street, Glasgow (hereinafter referred to as "the Guarantors") IN THE FIRST PLACE

in favour of

ALBA CAMPUS LIMITED, incorporated under the Companies Acts (Company Number 207809) and having their Registered Office at 151 St Vincent Street, Glasgow (hereinafter referred to as "the Landlords") IN THE SECOND PLACE

WHEREAS

- (FIRST) The Landlords are heritable proprietors of the Development (as afterdefined) in succession to the Guarantors.
- (SECOND) As a condition of the transfer of the Development to the Landlords certain undertakings were granted by the Guarantors in relation to the minimum level of Rent to be derived from the Development.

NOW THEREFORE it is hereby contracted and agreed between the Guarantors and the Landlords as follows:-

1. Definitions

In this Undertaking and Guarantee the following words and phrases shall have the meanings assigned to them below:-

- 1.1 "the Development" means the SRF Development as that term is defined in the Joint Venture Agreement;
- 1.2 "the Discharge Date" means the date occurring three years following the Entry Date;
- 1.3 "the Entry Date" means the Date of SRF Practical Completion as that term is defined in the Joint Venture Agreement;
- 1.4 "Joint Venture Agreement" means the joint venture agreement among Scottish Enterprise Edinburgh and Lothian, MillerBOS Limited and the Landlords dated 24 October 2000;

- 1.5 "Leases" means each and every licence, lease, sub-lease or instrument conferring a right of occupancy of the Development or any part or parts thereof;
- 1.6 "Occupiers" means each and every person or body occupying any part of the Development under or in terms of a Lease;
- 1.7 "Quarter Day" means the Twenty eighth day of February, May, August and November in each year;
- 1.8 "Rent" means the aggregate of all rents or licence fees receivable by the Landlords (excluding VAT) from the Occupiers under or in terms of the Leases together with any balancing payments (excluding any interest thereon) due to the Landlords pursuant to the rent review provisions in any of the Leases.

2. Guarantors' payment obligations

- 2.1 In the event that the Rent from time to time payable on an annual basis pursuant to the Leases shall be less than Three hundred and sixty three thousand pounds (£363,000) Sterling per annum then for the period from the Entry Date until the Rent equals or exceeds the annual equivalent of the said sum of Three hundred and sixty three thousand pounds (£363,000) Sterling per annum the Guarantors shall pay to the Landlords a sum equivalent to rent at the annual rate (expressed in pounds Sterling) produced by the following formula (excluding any Value Added Tax thereon):-

$$A = £363,000 - B$$

where "A" is the said sum equivalent to rent and "B" represents the Rent (on an annualised basis) due and payable pursuant to the Leases.

- 2.2 For the avoidance of doubt, in the ascertainment of "B" in terms of clause 2.1 above, Rent that is receivable but which has not been received in full as cleared funds by the Landlords within six months of the due date for payment of it (time being of the essence) shall be disregarded and left out of account for so long as and to the extent that it remains uncollected; provided that nothing in this provision shall excuse the Landlords from their duty to pursue Rent with all due diligence;
- 2.3 The Guarantors' obligations to make payment under clause 2.2 above shall terminate on the Discharge Date save in respect of antecedent breach.
- 2.4 The sum payable by the Guarantors in terms of clauses 2.1 and 2.2 above shall be calculated on an annual/daily basis for the period from the Entry Date to the Discharge Date and shall be payable quarterly in advance on each Quarter Day throughout the said period upon delivery by the Landlords to the Guarantors of a schedule showing the Landlords' estimate of the Rent for the succeeding quarter and the first payment thereof shall be due on the Entry Date for the period from the Entry Date to the Quarter Day following the Entry Date, the next payment being due on the Quarter Day following the Entry Date and so forth quarterly. Where a sum due as Rent has not been received as cleared funds by the Landlords within six months of the due date for payment of it (time being of the essence) the Landlords shall be entitled to include such uncollected sum in the

quarter succeeding the relevant six month date to the extent not then received (such sum being herein called the "Overdue Rent").

2.5 Within twenty eight days after each Quarter Day, the Landlords shall deliver to the Guarantors a certificate signed by a director of the Landlords certifying the amount of the Rent referable to the preceding quarter and if upon receipt of such certificate it appears that the amounts so paid by the Guarantors pursuant to clause 2.4 above do not accurately represent the Guarantors' liability for such quarter in terms of clause 2.1 above, the difference in these amounts shall be settled by no later than fourteen days following receipt by a single payment by the Landlords to the Guarantors or by the Guarantors to the Landlords (as the case may be). For the avoidance of doubt such reconciliation shall include Overdue Rent to the extent subsequently received by the Landlords.

2.6 A reconciliation on the same terms mutatis mutandis as contemplated in terms of clause 2.5 above shall take place following upon the Discharge Date in respect of the period from the Quarter Day preceding the Discharge Date to the Discharge Date. To enable that reconciliation to be undertaken, the Landlords shall deliver to the Guarantors a certificate signed as aforesaid certifying the Rent referable to the period from the Quarter Day preceding the Discharge Date to the Discharge Date and any sums to be settled shall be settled within the timescale stated in clause 2.5 above, provided always that if such reconciliation thereafter requires to be altered as a result of the agreement or determination of any rent reviews, the Landlords shall forthwith (and in any event within twenty eight days) advise the Guarantors of the same and produce a further certificate as provided for in clause 2.5 above, and within fourteen days of production of such amended certificate, any alteration required to the reconciliation will be made by a single payment as provided in clause 2.5 above.

2.7 The Landlords shall within five days after written demand by the Guarantors made at any time either make available for inspection during normal working hours by or on behalf of the Guarantors by prior appointment at the offices of the Landlords' managing agents or (at the Landlords' option) produce to the Guarantors, extracts and copies of all relevant accounts, records and other documents and information reasonably required by or on behalf of the Guarantors to verify the amount of the Rent.

3. Non assignability

The benefit and burden of this Undertaking and Guarantee shall not be assignable by either the Landlords or the Guarantors.

4. Discharge by Landlords

4.1 On the Discharge Date the Landlords shall grant and deliver a discharge of this Undertaking and Guarantee provided that they shall not be bound to grant any discharge unless and until all sums due by the Guarantors have been paid.

4.2 For the avoidance of doubt, each party shall be responsible for its own expenses consequent upon such discharge of this Undertaking and Guarantee.

5. Interest

Interest shall be payable to the Landlords and the Guarantors (as the case may be) on all sums of money due hereunder at the rate of Four per centum per annum above the base rate from time to time of the Bank of Scotland failing payment (in the case of the sums referred to in clause 2.4 above) by the due date or (if later) fourteen days falling upon receipt by the Guarantors of the Landlords' estimate of the rent for the succeeding quarter or (in the case of any other sums due hereunder) within fourteen days of the date of demand.

6. Proper Law

These presents shall be governed by the Law of Scotland and the parties hereto submit to the non exclusive jurisdiction of the Scottish Courts in relation to any matter arising herefrom.

7. Notices

Any notice which requires to be given in terms of these present shall be in writing and shall be deemed to be sufficiently given if sent by Recorded Delivery Post addressed to the party for whom it is intended at its registered office.

8. Consent of registration

The parties hereto consent to the registration of these presents for preservation and execution: IN WITNESS WHEREOF

Part 5

Part 5A

Initial Property

ALL and WHOLE **(FIRST)** ALL and WHOLE that area extending to Two point three six seven 2.367 hectares forming the roadway and wooded areas at Rosebank, Livingston, registered or to be registered in the Land Register of Scotland under Title Number WLN 016266; **(SECOND)** ALL and WHOLE that area of ground extending to Seventeen point six five two (17.652) hectares or thereby in the County of Midlothian shown outlined in blue on the plan annexed and executed as relative to Statutory Conveyance by Livingston Development Corporation in favour of Scottish Enterprise dated Twenty second November and recorded in the Division of the General Register of Sasines for the County of Midlothian on Sixth December, both dates in the year Nineteen hundred and ninety six, which subjects form part and portion of the subjects known as the Farm and Lands of Brotherton in the said County shown delineated and bounded in red and also delineated and hatched in blue on the plan annexed and signed as relative to Conveyance by George Alexander Dow and others, the partners of and trustees for the firm of William Dow & Sons and others in our favour dated Third and Fourth and recorded in the Division of the General Register of Sasines applicable to the County of Midlothian on Eighteenth all days of February Nineteen hundred and seventy seven; **(THIRD)** ALL and WHOLE that plot or area of ground extending to six hectares and sixty seven decimal or one hundredth parts of an hectare (6.67 hectares) or thereby being part of Gavieside Farm, Rosebank West, Livingston lying on the southeast side of the B7015, all as the said plot or area of ground as shown outlined in red on the plan annexed and executed as relative to Statutory Conveyance by the executors of Andrew Graham in favour of Scottish Enterprise dated Ninth and recorded in the Division of the General Register of Sasines for the County of Midlothian on Twenty first all days of May, Nineteen hundred and ninety eight which subjects form part and portion of ALL and WHOLE the lands now forming the farm of Gavieside lying on the south east side of the public road between Mid Calder and West Calder in the Parishes of West Calder and Mid Calder in the County of Midlothian extending to One hundred and sixty two acres and seven hundred and twenty one decimal or one thousandths part of an acre (162.721 acres) or thereby being the subjects more particularly described in, disposed by and shown delineated and contained within green lines on the plan annexed and subscribed as relative to the Disposition by the Trustees of Alexander Storry in favour of Andrew Graham dated Second and Third and recorded in the Division of the General Register of Sasines for the County of Edinburgh (now Midlothian) on Seventh all days of December, Nineteen hundred and Forty six; **(FOURTH)** ALL and WHOLE the subjects and others on the south side of the Kirkton Campus, Livingston extending to Twelve point two (12.7) hectares or thereby, registered in the Land Register of Scotland under Title Number WLN 5518; and **(FIFTH)** ALL and WHOLE that plot or area of ground extending to One hectare and fifty seven decimal or one hundredth parts of a hectare (1.57ha) or thereby being part of Gavieside Farm, Rosebank West, Livingston lying on the southeast side of the B7015, all as the said plot or area of ground is shown outlined in red on the plan annexed and executed as relative to Statutory Conveyance by Andrew Graham and Robert Graham in favour of Scottish Enterprise dated Twenty fifth November Nineteen Hundred and Ninety Eight and recorded in the Register of Sasines for the County of Midlothian on Twenty seventh November Nineteen Hundred and Ninety Eight which subjects form part and portion of ALL and WHOLE the lands now forming the farm of Gavieside lying on the south east side of the public road between Mid Calder and West Calder in the Parishes of West Calder and Mid Calder in the County of Midlothian extending to One hundred and sixty two acres and seven hundred and twenty one decimal or one thousandth part of an acre (162.721 acres) or thereby being the subjects more particularly described in, disposed by and shown delineated and contained within green lines on the plan annexed and subscribed as relative to the Disposition by the Trustees of Alexander Storry in favour of Andrew Graham dated Second and Third and recorded in the Division of the General Register of Sasines for the County of Edinburgh (now Midlothian) on Seventh all days of December Nineteen hundred and Forty six; which subjects and others hereby **(FIRST)**, **(SECOND)**, **(THIRD)**, **(FOURTH)** and **(FIFTH)** disposed are disposed **UNDER EXCEPTION OF (Primo)** ALL and WHOLE that area disposed by Feu Disposition by Scottish Enterprise in favour Cadence Design Systems Limited dated Tenth July Nineteen hundred and ninety eight and registered or to be registered in the Land Register of Scotland under Title Number WLN 16869; **(Secundo)** that area forming the MOB Site and **(Tertio)** that area forming the Cadence Site.

Part 5B**MOB Site**

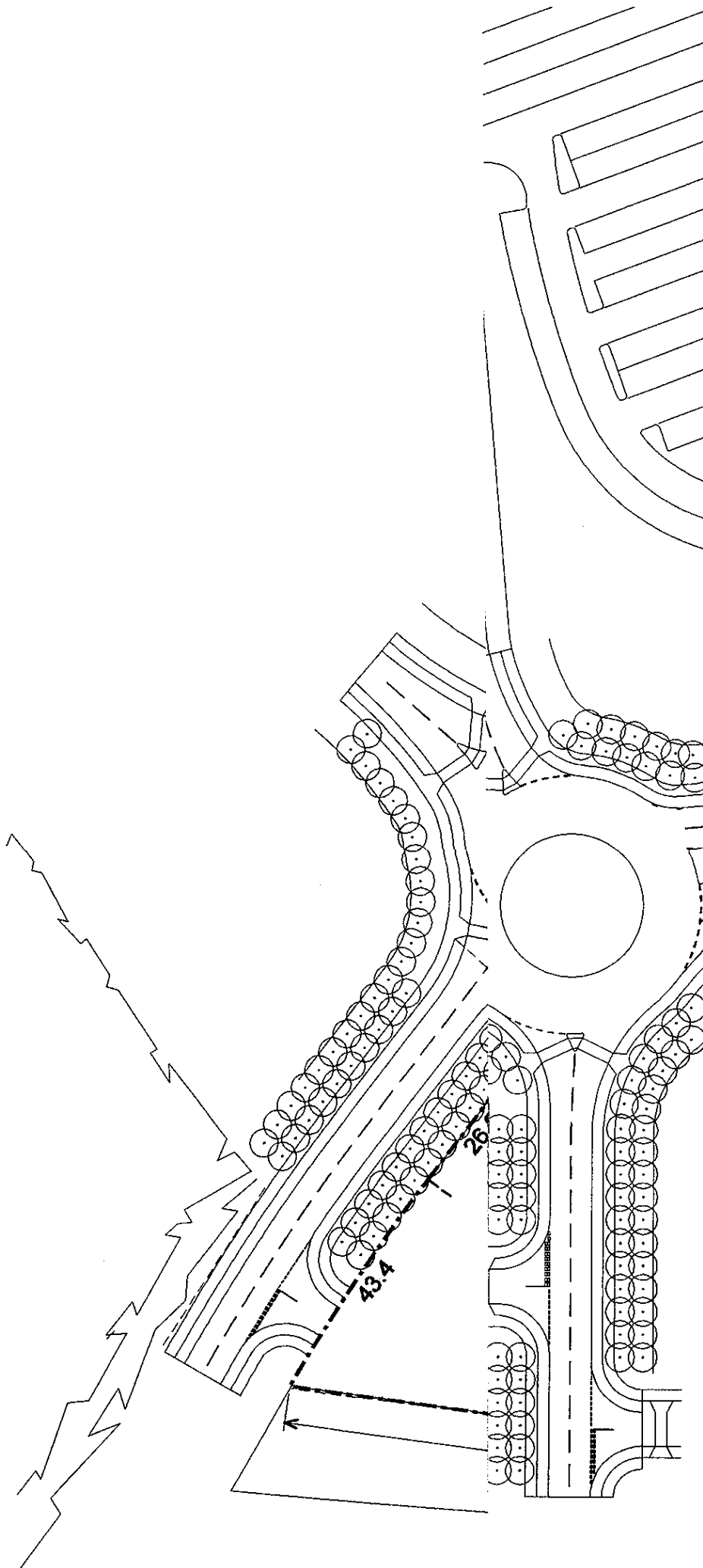
ALL and WHOLE that area shown delineated in red on plan 1 annexed hereto.

Part 5C**Cadence Site**

ALL and WHOLE those areas shown delineated in red on plan 2 annexed hereto.

Part 6

1. Full entry to and vacant possession of the Initial Property will be granted to the Company at the Completion Date.
2. The minerals are included in the sale of the Initial Property only in so far as Scottish Enterprise have right thereto.
3. Any statutory notices issued in respect of the Initial Property prior to the Completion Date will be the responsibility of SEEL.
4. The risk of damage to or destruction of the Initial Property will not pass to the Company until the Completion Date.
5. At the Completion Date SEEL will:-
 - 5.1 exhibit or deliver the title deeds to the Initial Property together with
 - 5.1.1 a Form 10 Report(s) brought down to as near as practicable to the Completion Date and showing no entries adverse to the passage of a valid, legally marketable title to the Company, the cost (if any) of said Form 10 Report being the responsibility of SEEL
 - 5.1.2 such documents and evidence as the Keeper may require to enable the Keeper to issue a Land Certificate(s) in the name of the Company as the registered proprietor of the Initial Property and containing no exclusion of indemnity in terms of Section 12(2) of the Land Registration (Scotland) Act 1979, which Land Certificate(s) will disclose no entry, deed or diligence prejudicial to the Company's interest other than such as are created by or against the Company or have been disclosed to, and accepted by, the Company prior to the Completion Date; and
 - 5.1.3 clear Searches in the Companies Charges Register and Company file against all companies interested in the Initial Property within the ten year prescriptive period, such Searches to be brought down to 22 days after the company concerned ceased to be interested in the Initial Property;
 - 5.2 deliver a valid executed Disposition of the Initial Property by Scottish Enterprise in favour of the Company.



NOTES

1. BDP SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN THAT FOR WHICH IT WAS PREPARED AND ISSUED.
2. ALL DIMENSIONS SHOULD BE CHECKED ON SITE.
3. DO NOT SCALE FROM THIS DRAWING.
4. ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE ORIGINATOR OF THIS DRAWING.



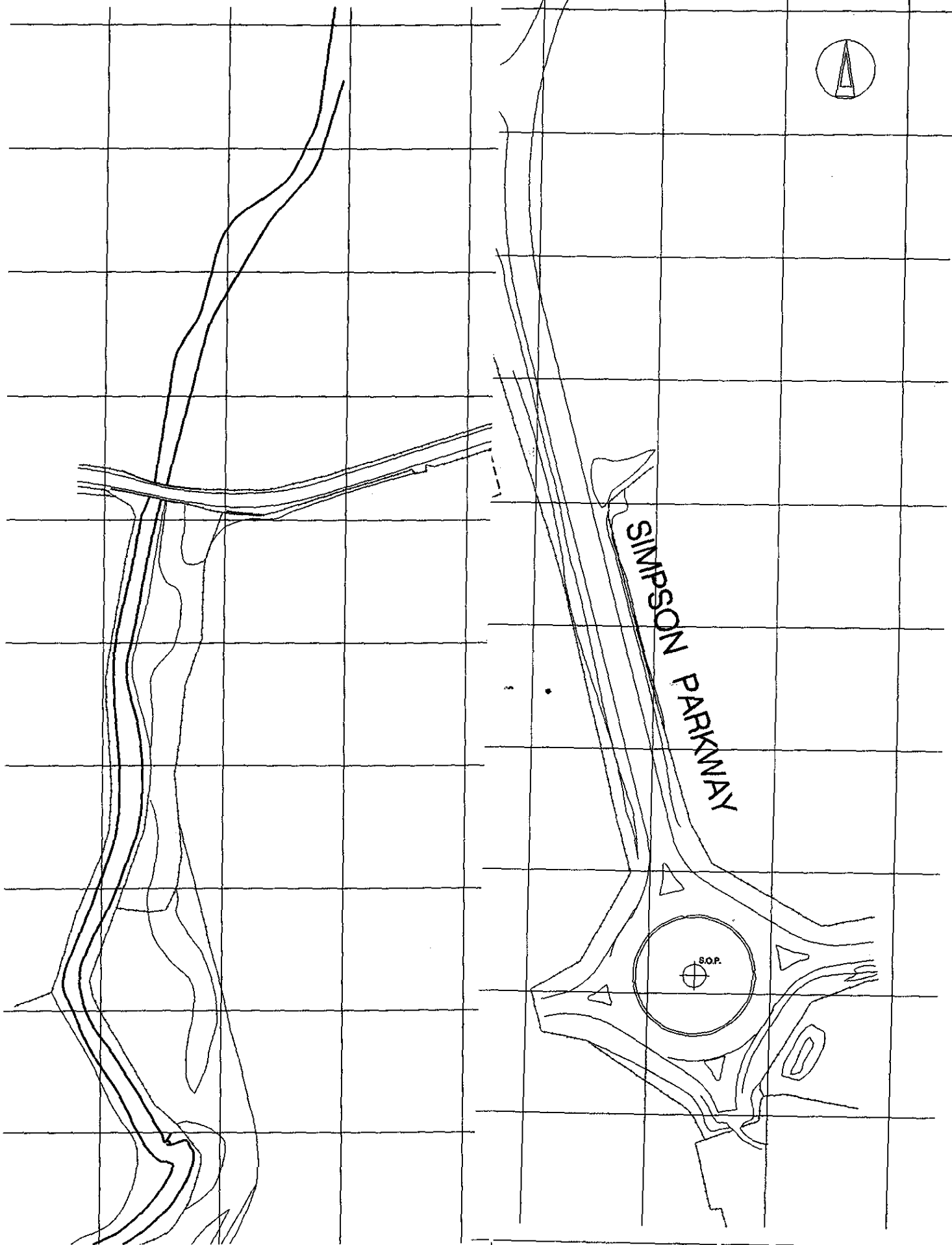
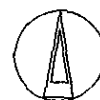
Lothian and
Edinburgh
Enterprise
Limited



Building Design Partnership
Architects, Engineers & Cost Consultants
5 Blythwood Square
Glasgow G2 4AD
Telephone + 44 (0)141 228 5291
Fax + 44 (0)141 221 0720

**ALBA CAMPUS LIVINGSTON
MULTI OCCUPANCY BUILDING**

SITE PLAN - PLOT A	SCALE 1:1000
GW07226	DATE 18.10.00



PROJECT ALBA

Scottish Enterprise
Edinburgh and Lothian

100mm to 100m



Building Design Partnership
Architects, Engineers & Cost Consultants
8 Wyndwood Square
Glasgow G2 4JD
Telephone +44 (0)141 226 2001
Fax +44 (0)141 226 2002

ALBA CAMPUS, LIVINGSTON

MASTERPLAN PROPOSAL

DATE	11/03/00
BY	26.05.00
FOR	SCOTTISH ENTERPRISE
PROJECT NO.	GW07196
CLIENT	AF0000a

Part 7

1. SEEL will at all reasonable times during the carrying out of the MOB Development permit MBR and other persons authorised by SEEL (acting reasonably) to have access to the MOB Site for the purposes of viewing the state and progress of the MOB Development subject to (a) reasonable prior notice being given to SEEL (b) the MBR and others as aforesaid reporting to the works office on the MOB Site before making any inspection and acting in accordance with the instructions of the contractor and/or other professionals involved in the MOB Development (c) compliance with all such safety precautions and insurance requirements as may be in force from time to time at the MOB Site (d) such access being entirely at the risk of the MBR and others as aforesaid (e) the MBR and others as aforesaid not communicating with the persons engaged in the MOB Development (f) the progress of the MOB Development not being impeded and (g) compliance with such reasonable steps as the principal contractor appointed for the MOB Development pursuant to the CDM Regulations may require under regulation 16(1)(c) thereof.

2. SEEL shall give to the MBR not less than ten days' prior written notice of the date upon which the last certificate of practical completion of the MOB Development relative to the building contract(s) is proposed to be issued. The MBR shall be entitled to inspect the MOB Site prior to the date of proposed issue of such certificate of practical completion and SEEL shall give due consideration to such defects and outstanding items as may be notified to them by the MBR in writing not less than three days before the certificate of practical completion is proposed to be issued, but without in any way fettering or restricting the right or ability to issue the certificate of practical completion to the building contractor. SEEL shall procure that a certified true copy of such certificate of practical completion is delivered to the MBR within 2 days of its issue.

3. In the event of there being any dispute between SEEL and the MBR as to whether the last certificate of practical completion of the MOB Development has been properly issued in terms of the relevant building contract or in relation to any snagging items attached to such certificate then, within seven days of its issue (time being of the essence), the MBR may by notice in writing to SEEL call for the matter to be referred to such appropriately qualified independent chartered surveyor mutually agreed upon between SEEL and the MBR or failing which appointed by the Chairman for the time being of the Scottish branch of The Royal Institution of Chartered Surveyors ("the Independent Expert") who will accept as a condition of appointment that he shall give a decision within 3 days of his appointment and who shall require to determine the date upon which it would have been proper and reasonable for the certificate of practical completion of the MOB Development to have been in terms of the relevant building contract. The Independent Expert will act as an expert and his fees and expenses shall be borne as he shall direct. If the Independent Expert determines that the certificate of practical completion of the MOB Development was incorrectly issued in terms of the relevant building contract, the Independent Expert will specify any additional works required and SEEL will procure that such additional works are carried out and when such works have been carried out, the Independent Expert will direct that a fresh certificate of practical completion of the MOB Development is issued which the MBR will accept, provided always that in no circumstances shall the existence of normal snagging items which are capable of being remedied after the issue of the certificate of practical completion of the MOB Development without interfering with the Company's use and enjoyment of the MOB Site and the building on it delay in any way the issue of the certificate of practical completion of the MOB Development.

4. SEEL will procure that the building contractor(s) involved in the MOB Development makes good all defects which are properly the said building contractor's responsibility in terms of the building contract for the MOB Development but SEEL shall not be bound to compensate the Company in respect of any disruption to the Company or loss of profits caused thereby to the Company's business carried on at the MOB Site.
5. SEEL will procure from Scottish Enterprise for the benefit of the Company a package of commercially acceptable collateral warranties are obtained from:-

HBG (Contractor);

White Young Green (Consulting Engineers);

Doig & Smith (Quantity Surveyors);

Building Design Partnership (Architects); and

any other member of the professional team, contractor or sub-contractor involved in the MOB Development

The package of collateral warranties to be procured for the Company will benefit the Company and entitle the Company to obtain collateral warranties covering:-

1. The first tenants of each part of the MOB; and
2. The Company and funders to the Company of the MOB.

SEEL will procure that said package is delivered to the Company before the MOB Date of Practical Completion and will in addition use reasonable endeavours to procure that warranties from the aforementioned parties are obtained for the first purchaser of each part of the MOB from the Company and the funders of such first purchasers.

Part 8**Information to be provided to SEEL**

1. Number of ongoing individual projects
2. Employment on site
3. Hectares prepared in preceding 3 months
4. Number of organisations accommodated on site
5. Number of units/buildings created/developed
6. Private sector investment in project (£000's)
7. Land sold (in hectares)
8. New buildings (in square metres)
9. Jobs accommodated
10. Land taken up for development

Part 9

Executive Manager's role

The Executive Manager will be responsible for all aspects of the development process from initial concepts to the sale of completed developments. The role includes the following activities:

1. Strategy
 - 1.1 Preparation of draft strategy for short/medium/longer term for approval of the Board.
 - 1.2 Responsibility for implementation of agreed strategy.
2. Budgets
 - 2.1 Preparation of annual and 3 yearly budgets for approval of the Board.
 - 2.2 Monitoring progress of developments against budget and submitting monthly reports to the Board.
3. Developments
 - 3.1 Preparing development programme in line with agreed strategy.
 - 3.2 Preparation of development brief.
 - 3.3 Co-ordination of development team.
 - 3.4 Briefing Project Management team.
 - 3.5 Preparing detailed reports and supporting appraisals for Board approval.
 - 3.6 Monitoring development progress and costs.
4. Lettings/Sales
 - 4.1 Liasing with and co-ordinating letting and selling agents.
 - 4.2 Attending monthly letting meetings with agents.
 - 4.3 Commissioning research and reports on letting/investment market.
 - 4.4 Initiating and co-ordinating letting/funding campaigns.
 - 4.5 Reporting with recommendations to the Board.

4.6 Negotiations with potential tenants/owner occupiers/funds.

4.7 Evaluating and appraising potential lettings/sales.

4.8 Negotiating and concluding lease and sale agreements.

4.9 Checking and authorising all letting and sale fees.

5. Marketing/P.R.

5.1 Overseeing all marketing and P.R. activities.

5.2 Instructing and liaising with P.R. agents.

5.3 Preparing annual marketing report and budget for Board approval.

5.4 Monitoring and reporting expenditure on monthly basis.

5.5 Attending monthly marketing meetings.

5.6 Co-ordinating, appraising and issuing all press releases.

5.7 Initiating and progressing all marketing material and brochures.

5.8 Co-ordinating preparation of biannual newsletter.

5.9 Organising marketing lunches for potential occupiers and intermediaries.

5.10 Checking and monitoring database.

5.11 Evaluating and co-ordinating all advertising and editorial opportunities.

6. Executive and Board Meetings

6.1 Preparation of monthly reports to Executive and Board.

6.2 Monthly Executive and Board meetings.

7. Campus Management

7.1 Ensure the efficient and effective management of the Campus.

7.2 Ensure the Company's compliance with Management conditions.

7.3 Chairing monthly management meetings.

7.4 Liasing with Campus occupiers and attending Facility Managers meetings.

8. Administration

8.1 Overseeing general office administration for the Company.

8.2 Preparing budgets and checking invoices for general running costs.

8.3 Co-ordinating filing system.

Part 10

Valuation of property

1. In this Part of the Schedule:

“Independent Valuer” means a partner in a firm of chartered surveyors experienced in the valuation of property of the size and nature of the Valuation Property to be agreed upon by the Shareholders or, failing such agreement, to be appointed on the application of either Shareholder by the Chairman or senior office holder for the time being of the Scottish Branch of The Royal Institution of Chartered Surveyors; and

“Open Market Value” means the price at which the Valuation Property might reasonably be expected to be sold as a whole on the open market at the Valuation Date assuming (a) a willing purchaser and a willing seller and (b) a reasonable period within which to negotiate the sale taking into account the nature of the Valuation Property and the state of the market at the Valuation Date and, without prejudice to the foregoing generality, taking account of (i) the allocated uses of the Valuation Property in terms of the relevant local plans at the Valuation Date and any planning condition(s) which are likely to be attached to any planning permission(s) which may be issued following thereon (ii) any planning permissions which have been issued in relation to the Valuation Property (iii) any title conditions and/or restrictions which might have an adverse effect on the ability to develop the Valuation Property (iv) market conditions prevailing at the Valuation Date (v) the anticipated programming and phasing of the proposed development of the Valuation Property (vi) the site conditions affecting the Valuation Property and the anticipated cost of remedial action in connection therewith (vii) the cost of the infrastructure works (whether or not on the Valuation Property) required to achieve the development of the Valuation Property and the anticipated programming and phasing of such infrastructure works and (viii) any contribution from other than the Company and/or the Shareholders (or any of them) towards the cost of the provision of the infrastructure works referred to at (vii) above.

2. The Open Market Value shall be determined by the Independent Valuer. The Independent Valuer shall act as an expert and not as an arbiter. The Shareholders shall be entitled (but not bound) to submit to the Independent Valuer written valuations, statements and other evidence relating to or supporting their assessment of the Open Market Value within 5 Business Days of his appointment. If either Shareholder so submits any valuations and others, it shall at the same time send copies thereof to the other Shareholder and, in such circumstances, the other party shall be entitled to submit comments on such valuations and others to the Independent Valuer within 10 Business Days of receipt thereof. If required by either Shareholder, the Independent Valuer shall hold a hearing at which both parties shall be entitled to be present and heard. The Independent Valuer shall complete the valuation process within 25 Business days of his appointment.

3. If such Independent Valuer dies or is for any other reason unable to act before he shall have given his decision, then either Shareholder may request the said Chairman or Senior Office Holder aforesaid to nominate a further Independent Valuer to act on the terms of this provision.

Part 11

MOB Development specification

BUILDING DESIGN PARTNERSHIP LTD

5 BLYTHSWOOD SQUARE

GLASGOW

G2 4AD



SEPTEMBER 2000

MULTI OCCUPANCY BUILDING

ALBA CAMPUS, LIVINGSTON

PROJECT DESCRIPTION

The site for the Multi Occupancy Building is Plot A of the Alba Campus in Livingston. The building is expected to be occupied by a variety of Electronic Design Companies but can be adapted at a later date to accommodate a single user if required. The net lettable floorspace is approximately 28,000 sqft and the layout allows for flexibility of unit sizes ranging from approximately 1,000 - 10,000 sqft. Scottish Enterprise Edinburgh and Lothian Ltd. will fit-out an area of the ground floor to provide common facilities for the building, including two meeting rooms, a board room, kitchen and break out/eating space.

The building form is composed of three distinct elements. The curved **office wing** addresses the approach from the road and benefits from view to the south east over the lochan. The simple uninterrupted layout allows for maximum flexibility, with circulation running along the western edge. Units at each end of the curved wing on the lower floors, and along the length of the second floor are dual aspect. The Common Facilities Unit is set back from the building line and opens on to a sheltered external timber deck overlooking the lochan. The entrance to the building is sheltered by the **core** which is orientated on the North South axis of the site and aligns with the Cadence buildings opposite. The entrance hall houses communal reception in a double height space. Lift and stairs open on to a bridge crossing the void over the entrance at first floor. The void steps back to give a glazed edge to the second floor circulation link. Toilets and ancillary spaces at each level are back to back with the plant rooms and open off the curved office wing / circulation route. The third element is the circular **stair tower** which contains an escape stair. The sculptural form of this element is designed to open up the maximum area of external wall to the building floor plates.

Car parking for 70 cars (including 5 Disabled spaces) lies to the west of the building. Pedestrian approach from the road is by means of a footpath leading from the lochan (close to the bus stop) to the terrace at the entrance.

OUTLINE ARCHITECTS SPECIFICATION

REFERENCE NO. BDP 1.02

1.0 GENERAL

The external envelope of the building, will be of high integrity construction of proven performance in terms of resistance to wind and water penetration. The design will aim to minimise maintenance and running costs.

2.0 GROUND CONDITIONS

A detailed Site Investigation was carried out under the direction of the Project Engineer to determine the design principles of the foundations.

3.0 SUBSTRUCTURE

The foundations comprise driven pre-cast concrete piles with in-situ concrete ground beams.

4.0 SUPERSTRUCTURE

Steel frame with composite concrete floor fire rated to building regulation requirements.

4.01 Floor to floor heights (nominally 4000 mm) are designed to accommodate adequate structure and services zones and the following minimum criteria.

- | | |
|--|--------|
| i) Clear floor to ceiling height in offices | 2.7m |
| ii) Clear floor to ceiling height in toilets | 2.4m |
| iii) Raised floor zone offices | 210mm* |

* includes nom 38mm floor tile thickness.

4.03 Main Stair

Galvanised steel stringers with steel treads and landings. Contract loop pile carpet finish.

4.04 Exit Stair

Steel stringers with galvanised steel plate treads complete with balustrades and handrails.

5.0 ROOF STRUCTURE**5.01 “Flat” Roof Areas**

Galvanised steel deck, insulation and single layer membrane.

5.02 Pitched Roof Areas

Galvanised steel deck, insulation and single layer membrane. PPC aluminium clad gable ends, eaves and soffit.

5.03 Plant Room Roof

PVDF coated aluminium cladding to plantroom roof and roof gables.

6.0 EXTERNAL CLADDING**6.01 Curtain Walling/Windows**

Kawneer curtain walling system. Fully vented, thermally broken polyester powder coated aluminium system. Sealed double glazing units with clear toughened glass and neutral high performance glass. Venetian blinds to office areas.

6.02 Aluminium Panels

Spanwall 2016 PVDF coated aluminium gasketed panel system using high quality components in curtain walling grid.

6.03 Sto Insulated Render System /Main Core and Circular Stair Tower/ Boardroom

Sto insulated smooth render system on metsec galvanised framing to core, circular stair tower and boardroom. Render to incorporate PPC aluminium channel details.

6.04 Solar Shading / Eaves Detail East Elevation

Fixed powder coated aluminium louvres attached to galvanised steel/aluminium mullions to assist in glare control and minimise solar heat gain. Roof overhangs for additional shading to fixed clerestorey glazing.

6.05 Masonry

Masonry partitions to plant room and toilet areas.

6.06 External Doors

Main entrance doors to be frameless glazed revolving door.

Secondary and escape doors to be fully glazed.

All external doors are to have integrated sensors linked to security alarm system.

Entrance doors to have high quality stainless steel ironmongery. All external doors to have escape hardware and locks as appropriate.

6.07 External Metal Canopy

Canopy to be open framework of aluminium louvres to signal entrance whilst allowing for ladder access to glazing above the canopy.

6.08 Thermal Insulation

The following minimum thermal insulation values are given in the Performance Specification: Cladding (Solid elements including roof)
 $U = 0.45 \text{ W/m}^2\text{C}$. Glazing (Including Framing $U = 1.7 \text{ W/m}^2\text{C}$)

6.09 Sound Insulation

The external envelope shall achieve an overall dB reduction in line with standard office facilities.

6.12 Glazing Systems

Taking into account solar shading devices, the solar heat transmittance of the glazing shall not exceed 33%.

The glazing systems will be designed to withstand any stresses resulting from solar radiation and shading.

7.0 INTERNAL PARTITIONS

Metal stud partitions or concrete blockwork. Partitions to provide the necessary fire rating. All permanent partitions to be fitted to structure

Finished walls to be plasterboard or GRG taped and filled and decorated with matt emulsion.

Sound reduction to stair, mechanical duct and toilet partitions to be 45 dB.

Demountable partitions to be proprietary system fitted between the access floor and ceiling within the office suites, full height to corridor walls. Partitions to be designed to achieve 34 dB sound reduction.

8.0 INTERNAL DOORS & SIGNAGE

Doors will be hardwood veneered, solid core and suitably fire rated, complete with anodised aluminium ironmongery and key suiting. Door frames painted. Statutory signage throughout.

9.00 SKIRTINGS

MDF skirtings, 100mm high to internal partitions with shadow gap detail to linings, perimeter walls and column bases. Finished to match door frames.

10.00 FLOORS

10.01 Floor construction for all office areas will be:

Full access raised floor 210mm o/a depth.

Raised access flooring to be medium grade as detailed by PSA MOB Technical Guidance 07 701: point load of 3 Kn/25mm².

11.0 TOILETS

IPS System and cubicle divisions to be Bushboard laminate faced system with aluminium ironmongery.

The floors to be pressed clay ceramic tiles with tile skirting.

Suspended ceiling fully accessible tile on concealed grid.

WC bowls and wash hand basins to be white glazed vitreous china. Plumbing to toilet cubicles and cisterns to be within proprietary IPS system. Wash hand basins to be set in proprietary vanity units with mirrors on rear wall. Walls to be moisture resistant plasterboard with matt emulsion paint finish.

Wheelchair access disabled toilet to be provided to all floor levels.

Shower Room to ground floor core area with satin glazed plain colour ceramic wall tiling.

12.0 INTERNAL FINISHES

12.01 Offices

Floors: contract anti static loop pile modular carpet.

Walls & Columns: sealer and 2 coat matt emulsion.

Ceilings: Perforated, fully accessible metal tile system, with plasterboard borders, enamelled finish with encapsulated mineral wool insulation to achieve 20 dB sound reduction. To allow for flexibility of office units, a 1 hr vertical separating barrier to be installed in ceiling void at each grid line.

12.02 Escape Stairwells

Floor: Galvanised chequerplate and vinyl.

Walls: sealer and 2 coats vinyl matt emulsion.

Ceiling: vinyl matt emulsion.

12.03 Main Circulation Routes

Floor: contract carpet with non-slip nosings to stair treads.

Walls: plasterboard with taped filled joints and matt emulsion paint finish.

Ceiling: Perforated fully accessible metal tile system.

12.04 ENTRANCE HALL / FOYER

Floor: natural slate on screed.

Fittings: built-in bespoke reception desk.

Walls: sealer, 2 coats matt emulsion.

Ceiling: sealer, 2 coats matt emulsion, plasterboard mf system, feature lighting.

12.05 COMMON FACILITIES AREA

Kitchen: Proprietary fitted kitchen units with MFC carcasses. Refrigerator, dishwasher and microwave for reheating food.

Floors: Contract modular carpet system to meeting room and boardroom. Anti slip vinyl to kitchen.

Ceiling: Perforated, fully accessible tile system and plasterboard to meeting rooms.

Furniture and IT Facilities for meeting room, boardrooms and break out/eating space.

13.0 CLEANERS STORE

1 No. fitted cleaners cupboard per floor and ground floor cleaner's store.

14.0 Passenger Lift

10 person 800 kg hydraulic disabled / passenger lift with stainless steel finishes.

15.0 MECHANICAL & ELECTRICAL SPECIFICATION

See M&E Engineer's Specification.

16.0 EXTERNAL WORKS

Car parking spaces formed in block paviers, access roads to adoptable standards in tarmac. Pedestrian landscaped areas in good quality concrete slabs. Timber Deck in front of common facilities unit. Soft landscaping consisting of grass and beach hedging with existing trees planted as part of masterplan infrastructure works.

OUTLINE CIVIL & STRUCTURAL SPECIFICATION

1.0 The basis of the structural arrangement for the building structure is as follows:-

- pin ended beams at 1st and 2nd floor levels spanning 15m across the width of the building at 3m centres (inner radius) with columns at 6m centres and alternate beams supported on short sections spanning between columns. This arrangement allows for the use of an economical composite beam and slab arrangement using standard Westok sections (holed for services).
- to accommodate the clear open spans on the floors with this arrangement each suspended floor will act as a plate. Horizontal forces in the transverse direction are resisted by the following to transmit these forces to ground:-
- bracing in both gable ends (i.e. north and south elevations).
- bracing built in to the external and internal walls of the plant room/toilet block running east/west.
- bracing at roof level.

Horizontal forces in the longitudinal direction are resisted similarly by:-

- bracing in the line of the inner building arc at the plantroom/toilet block.
- bracing in other panels in the inner arc (fenestration and openings permitting).
- bracing in north/south direction in external and internal walls in the plantroom/toilet block.
- frame action (i.e. moment connections beams to columns) along the fully fenestrated east elevation, with longitudinal forces at this location spread into the 11 columns in this elevation.
- bracing at roof level.
- the roof is supported by a pin ended truss at the top of the columns spanning east/west with in span bracing in both transverse and longitudinal directions to transfer horizontal loads to column support positions.
- foundations comprise column bases with beams between all supported on precast concrete piles, and suspended ground floor slab.

Material specification is as follows:-

- concrete grade 40/20.
- Westok beams grade 50 other steelwork grade 43.
- internal hidden common dense blockwork.

2.0 Drainage:-

- a) foul sewer connects to the already provided foul MH at NW corner of the site.
- b) car park storm water connections run into existing SW sewers at NW and SW corners of the site.
- c) roof storm water runs into the water feature as agreed with SEPA. A connection for this purpose has been installed on site.

3.0 Utilities: electricity, gas, water plus telecom (4 sets of ducts for 4 different services) have already been provided to the SW corner of the site and connections run from there to the building, electricity via a new sub-station.

4.0 Car Park and Footpath: access to the car park will be from the spur connection already provided at the SW corner of the site. Car parking will be mono-block paving and roads will have a hot rolled asphalt finish and will be kerbed throughout.

OUTLINE MECHANICAL AND ELECTRICAL SPECIFICATION

1.0 INTRODUCTION

The following description outlines the extent and level of the proposed Mechanical & Electrical services which will be provided for the shell works. Fit-out within tenants areas will generally be carried out by each individual tenant to suit their own needs however essential infrastructure and environmental services will be provided as part of the shell works.

2.0 MECHANICAL & ELECTRICAL DESIGN CRITERIA

2.1 Thermal Design Criteria

The external, design criteria for east central Scotland are: -

Summer Dry Bulb	24°C
Summer Wet Bulb	18°C
Winter Dry Bulb	-4.5°C
Winter Wet Bulb	-4.5°C

2.2 Internal Design Criteria

Within office areas the following conditions will be achieved:

Winter Dry Bulb	20°C
Winter Relative Humidity	No Control
Summer Control Air Temperature	24°C
Summer Relative Humidity	65% Maximum
Fresh Air Allowance	16 litres/second/person

Internal Design Criteria for ancillary accommodation will vary according to type and occupancy. The following table summarises the main elements that will be considered in the design:

Area	Summer Temperature °C	Winter Temperature °C	Ventilation Rate l/sec or ACH ⁻¹	Lighting Level Lux	Noise Rating NR
Office suites	24	20	16 l/s/person	350	35
Toilets	No Control	19	8 – 10 ACH ⁻¹	150	45
Corridors	No Control	19	Natural	150	45
Breakout Lounge	24	20	16 l/s/person	250	40

The noise levels given are defined as those resulting from mechanical plant and equipment.

3.0 OUTLINE DESIGN PROPOSALS MECHANICAL AND ELECTRICAL SERVICES

General

The descriptions listed in this section indicate the design intent and scope of the Mechanical & Electrical Services currently envisaged for the shell works.

Each item is described relative to its designated cost code to enable cross-reference to the cost plan.

Disposal Installation – Above ground

Soil drainage will be installed to serve all sanitary fittings within the building. All internal drainage SVP's and branch connections will be in mUPVC. It is assumed that all drainage pipework will be concealed within the building.

Plantrooms and toilets will be provided with drainage gullies in the floors for safety valve, condensate and overflow discharges.

Water Installation

From the site boundary where the existing infrastructure water supply terminates a water meter will be situated below ground, and the incoming water supply will be routed to the new building.

Water storage will be based generally on 45 litres per person in a tank located in the roof level plantroom. One tank will be provided to serve the entire building, which will be sub-divided to ensure continuity of water supply during tank maintenance.

A separate drinking water riser will also be provided to serve ground level.

Hot water for domestic use will generally be by means of local electric powered heaters.

Water pipework will be in copper pipework throughout, and will be chromium plated where exposed.

Hot water temperatures will be maintained to the point of use by means of self-regulating trace heating tape.

Heat Source

The building will be provided with a single main incoming gas supply provided by Transco. from the mains service infrastructure that exists at the site boundary. This will be utilised to generate heating and hot water requirements within the building.

The existing gas supply to the site boundary is medium pressure and a gas governor and meter house will be required as the gas supply enters the site.

A high efficiency modular boiler installation will be provided to meet the heating load to offset fabric losses, infiltration and fresh air requirements. From the main boiler house located at ground level distribution pipelines will run to a services riser located within the plantroom core of the building.

The heating systems will operate with Low Temperature Hot Water (at 85°C flow and 75°C return). The pumping arrangement will utilise constant volume pumps to satisfy the building demands, and hence saving energy through reduced pumping costs.

All combustion systems will use flue dilution systems discharging via louvres. Discharge louvres will be installed to meet clean air act recommendations and discharge louvres with integral drains will be angled to 30° above horizontal to assist in effluent dissipation.

Plant items will be suitably treated with inertia bases and spring hangers, etc. to provide vibration isolation.

Space heating will be provided from a number of sources. In the serviced office accommodation it is proposed to install a series of ceiling mounted 4-pipe fan coil units. These would provide both heat and cooling to the spaces and would also deliver fresh air ventilation. Perimeter heating by means of radiators or convectors will be provided in toilets, corridors, stairwell & reception/entrance areas.

Each radiator and fan coil unit will be controlled by individual thermostatic or motorised valves, modulating to meet the space needs for either heating or cooling.

All pipework will be concealed and any pipework dropping within partitions will be fully welded.

Chilled Water System

Central chilled water generation plant is proposed consisting of 2 air/water chillers located internally with cooling and heat rejection air fully ducted to louvres with noise attenuation on both air inlet and discharge sides of the chiller unit.

The primary chilled water flow temperature will be controlled to maintain a constant flow temperature of 6°C, with a maximum, full load design return temperature of 12°C. The pumping arrangement will utilise constant volume pumps to deliver sufficient chilled water to satisfy the building demands.

The chilled water will be used in the fan coil units to provide summer comfort cooling. Fan coil units will include integral pumps to remove condensate from the chilled water coils and valves.

Ventilating Systems

Fresh air ventilation supply and/or extract ventilation systems will be provided to serve all areas of the building.

A constant volume supply air system will serve office areas with the air being provided via the fan coil units. A compatible air extract system will operate in conjunction with the supply system with heat recovery measures included to minimise energy consumption.

Supply and extract air will be provided through high level louvres in the first floor level plantroom.

The break out lounge areas will also be provided with separate systems to meet their own demands. Separate supply and extract systems will be provided from central plant to ventilate toilet and related facilities.

Local extract ventilation will be provided in tea preparation and in the kitchen at ground floor level.

The plant rooms will be naturally ventilated with temperature controlled heat dissipation supply and extract for the lift motor room.

Ductwork will be to HVAC Ductwork Specification DW144 and the systems tested to DW143 standard and commissioned to CIBSE Commissioned Code A. Current HVCA standards for cleanliness in manufacture and installations will be strictly adhered to.

All air supply terminals will be of metal components and finished to match ceilings.

Diffusers have been selected and installed to allow for a degree of flexibility as it is recognised that diffusers may have to be relocated to meet tenants requirements.

Access will be provided to allow for ductwork inspection and cleaning to meet current workplace regulations. Fire dampers will be fitted as necessary at compartment walls, plantrooms and other protected areas including ceiling smoke barriers to allow for future flexibility.

Acoustic control will be provided for all mechanical ventilation systems and will include both inlet and exhaust side attenuators on room and fresh air sides of all systems.

Humidification

Space has been left in the Ground Floor plant room to allow for the addition of humidification at a later date.

Electrical Installation

As part of the infrastructure works a sub-station will be established near to the site and interconnections made. Cabling will be provided to the new building and an incoming LV switchroom will be established within the ground floor of the building. This switchroom will also be the main metering location.

From this switchroom LV distribution cabling will emanate from the LV switchroom to feed sub-switchboards for the following: -

- Tenants areas.
- Landlords areas including main plant.

Main Switchgear and Sub-Main Distribution

The main LV Switchgear will be of the free standing cubicle pattern manufactured to form 4. All sub-distribution Switchgear will have the manufactured type as necessary for the area installed. The sub-distribution cabling from the main switchboard to the sub-distribution switchgear will be by multi-core XLPE/SWA/LSF cables installed on tray or in duct.

Earthing to BS 7671 will be provided throughout. Power factor correction will be included within the main cubicle switchboard.

All Switchgear serving tenants areas will be provided with the spatial allowance for metering on a floor by floor basis if required. Tenants occupying less than a whole floor will be individually metered.

General Lighting and Emergency Lighting

The office areas will be provided with a fully flexible lighting control system utilising: -

- Daylight linking
- Zone control
- Zone override
- Core time switching
- Night set-back for cleaners/security
- Cycle control
- Emergency lighting and fire interlocks

The lighting systems will be wired back to the electrical switchgear on each floor.

The emergency lighting system will take the form of self-contained maintained and non maintained units located within the general purpose luminaires (Invertor'packs).

The emergency lighting system will be designed to fully comply with the requirements of BS: 5266 and give protection against both mains and local circuit failure. Maintained exit signs would be located throughout the building complete with pictograms and legends to meet current EC regulations.

Testing facilities will be provided.

Feature lighting will be installed within the main entrances and reception area.

No external lighting of the building is currently envisaged other than the car park, and pathway lighting for pedestrians.

The car parking areas and entrance/exit areas will be illuminated.

Power Distribution & Small Power Installations

A power installation will be provided by means of containment and wiring serving slab outlet boxes within the floor voids to tenant's areas.

All power and communications will be distributed below the raised access floor and will feed to desks via grommets.

One clean supply slab box in each unit will be provided.

The small power general purpose outlets will be installed in landlords areas using conduit and/or trunking to serve non-essential supplies.

General purpose small power will also be installed to feed landlords and general equipment that will include:

- DHWS temperature maintenance systems
- Vending machines
- Cleaners sockets etc.
- Disabled alarm systems
- Tea making facilities
- Hand Driers
- Lift supplies
- Power to mechanical plant

Vertical Transportation

A single 10 person 800kg disabled/passenger lift will be provided. The lift will be of the indirect hydraulic type with pump unit and controls located gear in a plantroom at ground floor level.

Protective Systems

Fire Alarms

A stand alone addressable fire alarm system will be provided. The control panel will act as the system master and be linked via a modem by telephone line to a 24 hour central monitoring station.

Interconnections to all safety systems will be provided together with H&V links for isolation of all ventilation plant.

The general fire alarm system will be installed to meet the requirements of BS: 5839.

The fire alarm system will comprise automatic detection in the form of high performance optical and ionisation smoke detection throughout together with heat, beam and duct detection in plant areas. Manual break glass contacts will be installed to comply with the required travel distances together with audible alarms within all areas.

Lightning Protection

A lightning protection system will be installed to meet the requirements of BS: 6651. The system will utilise the frame and building cladding as a route for down conductors, together with roof tapes which will connect to earth pits.

Hydraulic Protection Services

The exterior of the building will be protected by means of a hydrant circuit.

Communication Installation

Building Energy Management System

A building energy management system will be provided to cater for the mechanical and electrical services installations.

All plant items will be linked by control cabling back to the BEMS providing fault indication and control facilities.

Plant time switch operation relating to the air handling system will be provided, with extension overrides to provide operation outside normal hours of operation in order to meet each tenants requirement.

The following parameters have been employed in developing the control systems: -

- Comfort for the occupants in each occupied space.
- Plant operation to meet the tenant's occupancy requirements.
- Low energy usage.
- Simple control strategies.
- Automatic rotation of duty/standby equipment (pumps and fans).

The building energy management system will be based on distributed direct digital control system, which will service and monitor the installations and allow the building maintenance operatives to supervise the systems. The system will be complete with an operator's terminal and printer to be located in the first floor plantroom. This terminal will allow remote monitoring and control of the

BEMs and ultimately all the services connected to this. Spare ducts exist at the site boundary that can be used by the landlords to link all security systems to a central monitoring point if required.

IT and Communications

No provision for IT or telecommunications services has been made other than to extend existing infrastructure and containment to the IT room for incoming supplies for:

- BT
- Scottish Telecom
- Telewest
- Cable & Wireless

Duct and cable tray routes will be provided to each floor for all of the above providers. Tenants will be responsible for arranging and installing their own supplies via these routes.

Security and Ancillary Systems

A door entry system will be provided to the main entrance doors from the communal areas in to each floor.

A basic intruder alarm system has been provided with protection to the perimeter doors only. A junction box has been provided on each floor and the facility for additional zoning within the panel has been allowed for. This would allow tenants to connect in to and extend the system with the agreement of the landlord.

Part 12

SRF Centre Development specification

Outline Specification

Shared Resources and Facilities Centre

The Alba Campus, Livingston

Revision 'B'

12 October 2000

Design Description/Outline Specification

The building “type solution” is a simple 3-storey linear block split by an entrance atrium with the more public functions to one side and the main workplace areas to the other. The entrance atrium is seen as a meeting point with informal vending/time out areas looking into the space. The toilet core, lifts, stairs, reception/security desk will also be located adjacent/in this space.

The plan layout is designed to allow a simple and legible layout while accommodating the complex user requirements. Generally the building is open with any potential cellular/support spaces located in a continuous “spine wall” to the rear elevation. Roof plan, service risers and escape stairs are also located within this “spine wall”. Special/specific spaces i.e. the main lecture theatre is expressed as a freeform shape extending outwith the building and helping to emphasise the main entrance. The spine and open plan areas are expressed with the use of different materials, a solid rendered wall with punched windows for the spine and a transparent curtain wall construction with expressed structure and brise-soleil to the open plan.

All these elements are contained within a flat roof structure tapered to the front elevation, with full height glazing to the entrance atrium.

Shared Resources and Facilities Buildings The Alba Campus, Livingston.

Outline Specification

1.00 Structure

- 1.01 Refer to structural engineer's specification.

2.00 Roofs

- 2.01 Flat roofs / flying canopy to be single ply membrane on rigid insulation on concrete slab / profiled metal decking laid to fall. Rainwater outlets to be provided as required, downpipes (insulated) located internally. This element of the works will be the subject of a design warranty agreement.
- 2.02 Roof plant areas to comprise of a concrete slab with a liquid applied membrane, insulation board, concrete paving slabs or gravel ballast (upside down roof) fully trafficable.

3.00 External Walls

- 3.01 External walls to part North, part South and West elevations and roof plant to be proprietary smooth render with punched windows/louvres.
- 3.02 External walls to part North, part South and East elevations to be proprietary curtain wall system (Kawneer 1200 or equal) with double glazed panels. System to be thermally broken and drained, glass retained by pressure plates / gaskets. This element of the works will be the subject of a design warranty agreement. East elevation to have feature expressed structure and brise-soleil detail while freeform lecture wall and restaurant to be finished in high quality contrasting cladding.
- 3.03 Average U-value of external envelope to be 0.45w/m^2 .
- 3.04 Screen to external roof plant to be extruded frameless aluminium louvre panels with powder coated finish.

4.0 Office Areas

- 4.01 Floor to ceiling height to be 2.800m.
- 4.02 Ceilings to be fully demountable resin bonded glass wool planks or similar.
- 4.03 Floors to be fully accessible, 600 x 600mm proprietary raised access floor system to provide a service void, finished with contract grade carpet tiles. Data and power boxes to be provided. Floor to be medium duty, steel encased and comply with M.O.B. PF2 PS/PSU March 1992.
- 4.04 Walls to offices to be painted plasterboard fixed to metal studding / firrings. Plasterboard to have a taped seamless finish.
- 4.05 Columns to have rectangular casings as shown on layout. Casings to be MDF or plasterboard.
- 4.06 Skirtings to be painted MDF.

5.0 Atrium / Core Areas

- 5.01 Ground floor of atrium/entrance/reception, main stair and landings to have a quality hard finish (slate or equal).
- 5.02 Ceilings to be painted plasterboard, suspended ceiling with recessed downlights.

6.0 Stairs

- 6.01 Means of escape based upon occupancy load factor 6.0
- 6.02 Main staircase to be mild steel stair, painted. Treads and landings to match atrium floor finish. Treads to incorporate non-slip strip. Slate (or equal) to be bedded on a thick bed flexible adhesive. Balustrade to be mild steel painted, with brushed stainless steel handrail.
- 6.03 Escape Stairs to be mild steel painted.
- 6.04 Ceilings to be painted plasterboard, suspended ceiling with recessed downlighters. Downlighters recessed into stair landings.

7.0 Toilets

- 7.01 Ceilings to toilets to be painted plasterboard suspended ceiling with recessed downlighters. Partition walls to be metal stud with 2 layers of plasterboard each side.
- 7.02 Walls to be plasterboard, tiled full height with 100 x 200mm white ceramic wall tiles (Cinca 5500).
- 7.03 WC cubicles to be full height, laminate faced proprietary system with standard height gap below doors etc.
- 7.04 Mirror to be secret fixed to duct wall above whb.
- 7.05 Duct wall to toilets and below whb's to be demountable laminate faced proprietary system. Panels secret fixed.

- 7.06 Floors to be vitrified ceramic tile on sand/cement screed (Gregio Timau).
- 7.07 Wash hand basins in white resin undercut into resin laminate or equal worktop. W.C.'s to be white vitreous china.
- 7.08 All sanitary and ironmongery accessories to be brushed stainless steel.
- 7.09 Disabled toilets to have demountable, resin bonded glass wool, lay in grid, suspended ceiling. Walls to be painted plaster, floor to be ceramic tiles. Sanitary ware to be manufacturers disabled package.

8.0 Doors

- 8.01 All internal doors to be full height veneered solid core doors (maple), prelipped with hardwood to match. Door frames and architraves to be hardwood to match doors.
- 8.02 All ironmongery to be brushed stainless steel (Randi-line or equal).
- 8.03 External main entrance door to be a glass / stainless steel revolving door complete with mat etc.
- 8.04 External entrance pass doors to be framed glass doors with locks and straight, brushed stainless steel pull handles, D-Line or equivalent.
- 8.05 External fire escape doors to be galvanised steel doors painted, with circular vision panels.
- 8.06 Lift doors and frame to be brushed stainless steel.
- 8.07 Lift floor finish to match ground floor entrance finish.
- 8.08 One No. lifts to have provision for hanging protective coverings.

9.0 External works

- 9.01 River washed gravel edging to building perimeter. Reinforced soft landscape maintenance strip (2.4m wide). See Landscape Architects Specification.

10.0 Ancillary Buildings

- 10.01 Bin store/bicycle, gas meter and electrical substation provided adjacent to the service entrance accommodation.

11.0 DPM / Tanking

- 11.01 D.P.M. to be Visqueen 500 or equal.
- 11.02 Tanking to lift pits etc. to be Bituthene 8000 or equal.
- 11.03 Liquid applied to upstands etc. Synthaprufe or equal.

12.0 Fit/Out**12.01 Floors**

Allowance for carpet tile finish to Office, Seminar and Restaurant areas, (as per base build). Floor vinyl finish to escape stairs, vending/ancillary areas. High quality tile finish to restaurant servery.

12.02 Walls

Drylined metal stud with silk vinyl paint finish as per base build.
Skirtings to be M.D.F. with paint finish as per base build

12.03 Doors

To be solid core with veneer finish S.S. ironmongery as per base build.
Glazed side lights to cellular offices.

12.03 Ceilings

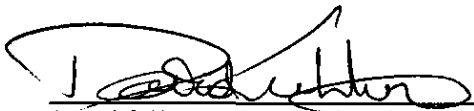
To be fully demountable resin bonded glass wool planks as per base build.

12.04 Test Centre

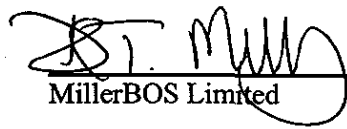
The fit-out is to include Test Centre to the ground floor including Test Bays incorporating relocated equipment.

12.05 Lecture Theatre

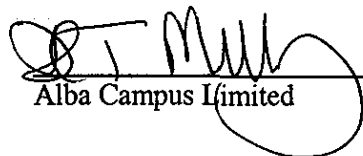
Incorporates relocated fixed raked seating.



 Scottish Enterprise Edinburgh and Lothian



 MillerBOS Limited



 Alba Campus Limited