

DATED

21ST MARCH

2002

OTTLEY CORPORATION SA (1)
ITE GROUP PLC (2)
ZONE VISION ENTERPRISES LIMITED (3)

**LICENCE TO PERMIT
CABLING**

-relating to-

105 Salusbury Road
London NW6

FAIRMAYS

SOLICITORS

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LICENCE

DATED

21st March

2002

BETWEEN:

- (1) **OTTLEY CORPORATION SA** whose address for service in England is c/o Simmonds Stein & Co 58 Queen Anne Street, London W1G 8HW ("the Landlord")
- (2) **ITE GROUP PLC** whose registered office is at 105 Salusbury Road, London NW6 (Company Reg No: 3430386) ("the Tenant")
- (3) **ZONE VISION ENTERPRISES LIMITED** whose registered office is at Unit 4 Queen's Studios ⁷117/121 Salusbury Road London NW6 6RG (Company Registration Number 3430386) ("the Sub-Tenant")

WHEREAS:-

- A. The Landlord is registered as registered proprietor of the freehold interest in the First Premises
- B. By the Lease the Landlord demised the First Premises to the Tenant
- C. The residue of the term created by the First Lease remains vested in the Tenant
- D. By the Second Lease the Second Premises were underlet by the Tenant to the Sub-Tenant
- E. The Sub-Tenant also occupies the premises at 117/121 Salusbury Road and wishes to install cabling between the two premises occupied by it as set out in the Works
- F. The Landlord and the Tenant have agreed to grant consent to the Works on the terms herein contained

WITNESSETH as follows :

1. In this Licence
- 1.1 the expressions defined in the First Schedule hereto have the meanings therein assigned to them
- 1.2 the expression "the term granted by the Lease" includes any extension thereof by agreement or pursuant to any Act of Parliament now or hereafter to be passed

- 1.3 where the context requires words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter
2. Subject to the covenants and conditions herein contained the Grantors hereby respectively grant to the Sub-Tenant Licence:-
 - 2.1 to carry out the Works;
 - 2.2 during the term granted by the Second Lease to retain maintain repair and where necessary replace the Works or any part thereof; and
 - 2.3 access at all times by prior appointment on not less than 2 working days (save in the case of emergency when no such appointment or notice shall be required) for the above purposes
3. The Sub-Tenant hereby covenants separately with each of the Grantors in the terms of the Second Schedule hereto
- 4.1 This Licence is confined to the matters hereby expressly permitted and does not authorise anything further
- 4.2 If anything hereby permitted is not implemented (or in the case of the Works is not completed) within three months from the date hereof then the Grantors may by written notice to the Sub-Tenant withdraw this Licence and everything herein contained shall thereupon be null and void save that the Sub-Tenant shall not be released from any obligation to make payment of any outstanding fees or expenses incurred by the Grantors nor to remove any part of the Works commenced and to make good all damage caused and restore the First Premises to the state and condition they were in prior to the commencement of any part of the Works
- 4.3 Covenants given by the Sub-Tenant to the Grantors are given by the Sub-Tenant for itself and its successors in title to the Grantors and their respective successors in title
- 4.4 Where any party hereto consists of more than one person covenants given by such party are given jointly and severally

- 4.5 The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") by any person not a party to it but this clause shall not affect any right or remedy of either party which exists or is available apart from pursuant to the Act
- 4.6 This Licence is restricted to the Works hereby authorised and shall not authorise any further or other variation from the covenants and conditions respectively contained in the First Lease and for the Second Lease which shall otherwise remain in full force and effect
- 4.7 This Licence and any approval instructions or supervision given or carried out hereunder are granted given or carried out without any liability on the part of the Grantors or their professional advisers or employees and imply no responsibility for the Works their design or execution

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

THE FIRST SCHEDULE

"the First Premises"	Part ground part first and the second floor at 105 Salusbury Road, London NW6 as demised by the First Lease
"the Second Premises"	Part First Floor at 105 Salusbury Road London NW6 as demised by the Second Lease
"the First Lease"	The lease of the First Premises dated 12 th August 1999 and made between (1) The Landlord (2) The Tenant for a term of 20 years from the 24 th day of June 1999
"the Second Lease"	The Lease of the Second Premises dated 21 st August 2001 and made between

Brief Specification for the routing of
communication cable to serve
'Zone Vision' within the premises of:-
105 - 109 Salusbury Road
London NW6

Refer also to enclosed plan for position of proposed service chase

Parking to the rear of the property for two contractors vehicles whilst carrying out the works can be made available at the Landlords discretion.

Contractors washroom / toilet facilities will be made available to the rear of no.111-115 Salusbury Rd (adjacent building). The contractors shall not enter any other part of either of these buildings other than strictly necessary for the installation of the cable, nor cause nuisance to existing tenants or their staff.

Protective screens shall be erected to seal the works area off from the front entrance and the main atrium area. These screens shall be both dustproof and suitable to protect members of the public from any debris that may be generated by the proposed operations.

DG22 shall have a protective cover applied to both faces

Ventilation of the works area may be via the windows WG1 & WG25 but the contractor shall take precautions to ensure members of the public are not endangered nor inconvenienced by excessive dust.

The marble flooring within the works area and any route required by the contractor to that area, shall have sheets of new 10mm softboard or similar suitable protective covering.

Light fittings shall also be protected from dust.

Within the intake cupboard, all existing equipment shall be protected from both damage and dust.

(Any plastic covers should not cause condensation on electrical equipment)

Cable shall rise within the northern intake cupboard surface clipped to as near ceiling level (which is underside of staircase half landing) as possible before being taken through the internal wall so as to emerge into the general reception / atrium area.

Cable shall be taken up to the underside of first floor in a vertical chase of minimum width and depth required to receive the cable and have a protective capping (or cable shall be armoured type)

Cable to then be taken through the ceiling / floor plate and emerge within the first floor northern wing for distribution to suit.

The vertical chase within the Atrium shall be carefully filled and brought forward to a smooth flush finish and the filling material shall be allowed to fully cure before a primer/scaler and undercoat is applied.

The whole face of the flank wall of the cupboard shall be redecorated in a RAL colour to match existing to the satisfaction of the Landlord (records show this to be Dulux 'Jabot' - but it shall be the responsibility of the contractor to check and confirm).

All rubbish and wrappings shall be removed off site

The whole of the works area and any other affected areas shall be thoroughly cleaned to the satisfaction of the Landlord

(1) The Tenant

(2) The Sub-Tenant

for a term of five years from the 21st day of August 2001

"the Works"

The installation of cabling and associated fixings and all other Works in connection therewith from the Sub-Tenant's existing offices at 117-121 Salusbury Road to its new offices at 105 Salusbury Road London NW6 along the approximate route shown on the Plans annexed hereto

"the Grantors"

shall together mean the Landlord and the Tenant

"the Surveyor"

Philip Ward of Peram Design Group of Peram Lodge Hilders Lane Edenbridge Kent TN8 6LG being the Surveyor who shall be jointly appointed by the Grantors to approve and supervise the works on behalf of the Grantors

THE SECOND SCHEDULE

The Sub-Tenant hereby covenants separately with each of the Grantors as follows:-

1. To commence the works within one month from the date of this Licence (failing which this Licence shall forthwith become null and void) and to complete the Works in their entirety as soon as possible after such commencement and in any event within three months of the date of this Licence and to notify the Landlord in writing immediately upon their completion
2. To carry out the Works in all respects in accordance with the plans and drawings annexed hereto and to the satisfaction of the Grantors and their Surveyors (if any) in a proper and workmanlike manner with the best approved materials
3. To take all proper and necessary precautions during the progress of the Works and in particular so that the safety of the structure of the First Premises and all adjoining premises shall not in any way be endangered or affected thereby

4. Prior to the commencement of the Works (i) to obtain all necessary consents permissions and licenses from the competent local town planning and other authorities and to comply with the provisions of the Town and Country Planning Acts 1971-1990 or any statutory modifications or re-enactment thereof and all other Acts regulations bye-laws statutory instruments and standards affecting the First Premises and the Works and to pay all fees and other sums of money payable in connection therewith including any fees for the removal of any consent permission or licence from time to time and to produce all such consents permissions and licences (together with a copy for retention) to the Grantors within fourteen days of their being issued to the Sub-Tenant and (ii) to obtain all necessary consent and licence of all or any adjoining neighbouring owners or occupiers to the Works and not to infringe or alter in any way any right or rights of such adjoining or neighbouring owners or occupiers without their written consent
5. To pay any extra or additional premium in respect of insurance cover that may be charged in respect of the First Premises or otherwise howsoever arising out of by reason of or in consequence of the execution construction maintenance or operation of the Works
6. To be responsible for all damage to or in respect of persons and real or personal property arising out of or consequential upon the execution of the said Works and to indemnify and keep the Grantors indemnified from and against all actions proceedings damages claims liabilities costs payments expenses and demands in respect thereof howsoever arising out of or in the course of or by reason of or in consequence of the Works or anything done by the Sub-Tenant its employees servants workmen agents or other persons whomsoever in the exercise whether lawful or unlawful or the purported exercise of anything hereby granted or otherwise and to fully and effectually insure against all risks and liability howsoever arising as aforesaid and to produce the insurance policy or policies to the Grantors on request together with the last receipt for the premium or premiums payable in respect thereof
7. To indemnify the Grantors from and against all costs and expenses incurred by the Grantors pursuant to the provisions of the Offices Shops and Railway Premises Act 1963

(the Factories Acts) or any statutory modification or re-enactment thereof for the time being in force resulting directly or indirectly from the Works in respect of the First Premises

8. To pay the Grantors and their respective Solicitors' proper and reasonable costs and expenses and their respective Surveyors' fees of and incidental to the preparation of this Licence and the approval inspection supervision and the superintendence of the Works and the said plans and drawings including any stamp duty on the Licence and the duplicate thereof such payments to be made on or before the signing hereof
9. At the expiration or other sooner determination of the term created by the Second Lease or if and as soon as the Licence hereby granted shall become void or voidable and if so required by the Grantors or its Surveyors by written notice to that effect given to the Sub-Tenant at the cost of the Sub-Tenant well and substantially to reinstate and restore the First Premises if required to the same state and condition in all respects as if the Works had never been carried out the Sub-Tenant at its own expense to apply for and obtain all consents necessary to effect such works or reinstatement and restoration and the same to be carried out under the approval superintendence inspection and to the satisfaction in all respects of the Grantor's Landlord's Surveyor whose fees shall be paid by the Sub-Tenant
10. To ensure that all electrical works comply with the current regulations of the Institute of Electrical Engineering and Electricity at Work Regulations 1989
11. To comply during the course of the Works with any relevant legislation covering Health and Safety and Fire Prevention Protection and Escape
12. To inform the Fire Officer from the First Premises of the Works and obtain his consent and where applicable procure the amendment of or indemnify the Grantor against the cost of amending any Fire Certificate issued for the First Premises
13. Without prejudice to the generality of the foregoing in executing the Works to comply with all statutory requirements including but not limited to any applicable requirements imposed by the Construction (Design and Management) Regulations 1994 and any amendment modifications extensions consolidation or re-enactment of them and any

other requirements of similar effect from time to time in force ("the Condam Regulations") and an Code of Practice approved under the Health and Safety Work etc Act 1984


14. To ensure that the Works do not come within the ambit of the Telecommunications Act 1984
15. To carry out the Works with the least possible inconvenience and separately to indemnify the Grantors against all claims for injury damage or loss and against all actions costs proceedings claims and demands by third parties howsoever arising as a result of the Works
16. To ensure that all the cabling comprised in the Works is tagged with the name of the Sub-Tenant or otherwise suitably marked for the purposes of identification
17. To procure that the Works are undertaken by reputable contractors previously approved in writing by the Surveyor and in accordance with current codes of practice

EXECUTED AS A DEED by

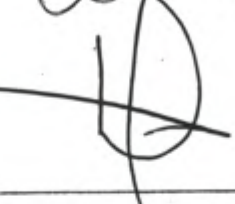
ZONE VISION ENTERPRISES LIMITED

acting by two directors or one

director and the company secretary



Director



Director